

MAINE AGREEMENT

SEPTEMBER 1, 2011

Between

Insulation Contractors Association of New England

and

*HEAT & FROST INSULATORS AND
ASBESTOS WORKERS LOCAL No. 6
Of BOSTON, MASSACHUSETTS*

*Of the International Association of
Heat & Frost Insulators
and Asbestos Workers*

HEADQUARTERS:

*HEAT & FROST INSULATORS AND
ASBESTOS WORKERS LOCAL UNION NO. 6
303 Freeport Street
Boston, Massachusetts 02122-3513*

Tel. (617) 436-4666

This AGREEMENT operative as of SEPTEMBER 1, 2011 by and between Insulation Contractors Association of New England as Party of the First Part, and the **INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ASBESTOS WORKERS LOCAL NO. 6 of BOSTON, MASSACHUSETTS** as Party of the Second Part.

This Agreement will be in effect as of September 1st, 2011 through August 31st, 2015.

ARTICLE I

Paragraph 1.

It is hereby agreed that the provisions of this Agreement shall be binding upon the Party of the First Part individually and as members of said Association and upon the membership of Local No. 6 individually and as members of said Union within the territorial jurisdiction of Local No. 6 as determined by the International Union. The employers further agree that on all operations outside of the chartered territory of the Union they will abide by the rates of pay, rules and working conditions established by the collective bargaining agreement between the Local Insulation Contractors and the Local Union in that jurisdiction. Employers may send a Mechanic, and in the event of insufficient supply of local labor in that territory, such additional employees as may be necessary and such employees shall receive in addition to transportation costs the highest wage rate, board allowance, fringe benefits and other conditions of employment, of either that jurisdiction or established in this Agreement.

ARTICLE II

Paragraph 1.

The regular workweek will consist of 5 (five) 8 (eight) hour days commencing with the first shift of the week on Monday at approximately 7:00 am.

The "regular" workday shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. Every Mechanic and/or Apprentice will be at the designated meeting space or work area at the start of the shift. This article requiring eight (8) hours on job shall be rigidly enforced. If it is proven beyond a reasonable doubt that a man is not on his assigned job he shall not be paid for this time.

Paragraph 2.

4 - 10 hour workdays at straight time to make 40 hours per week will be allowed by mutual consent of the Union and the Contractor. Friday may be used as a make-up day at straight time.

Paragraph 3.

Employees, who as a direct result of any jobsite injury are unable to complete a full day's work, shall be paid for a full day on which such injury occurred, provided however, that such injury requires the attention of a licensed physician and said physician has certified the employee's inability to complete work on that day because of said injury.

ARTICLE III

Paragraph 1.

The ratio of Apprentices may equal but not exceed a one (1) to two (2)) ratio of Mechanics in shop. No apprentice shall execute work unless in company with a Mechanic, or specifically permitted by the Business Manager or Business Agent of Local No. 6.

Paragraph 2.

The Business Manager shall have full jurisdiction over the training of Apprentices during the period of their training.

Paragraph 3.

The transferring of Apprentices shall be by Joint Agreement of the Business Manager and an Employer member of the Joint Apprenticeship Committee appointed by the President of the Association. Agreement between these parties to be reached within five (5) days.

Paragraph 4.

Apprentices shall not be eligible for Mechanics' Examination until having served four (4) years in the trade, subject to approval of the Joint Apprenticeship Committee.

Paragraph 5.

The Joint Agreement "STANDARD OF APPRENTICES" dated August 14, 1963 - as amended May, 1969- by and between the party of the first part and party of the second part is hereby incorporated and made a part of this agreement.

ARTICLE IV

Paragraph 1.

All labor in excess of the "regular" workday on Monday through Friday shall be considered overtime. Overtime shall be paid for at time and one-half the normal hourly rate, for the first two (2) hours of overtime on Monday through Friday and the first eight (8) hours on Saturday. All overtime worked in excess of two (2) hours on Monday through Friday and/ or eight (8) hours on Saturday will be paid at double the regular hourly rate. Any work on Sunday shall be paid for at double the normal hourly wage rate. Holidays shall be considered overtime days. Such Holiday work, when performed, will be compensated at a rate of double the normal hourly rate.

The observed Holidays are: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day*, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day. When a Holiday falls on Sunday it will be celebrated on the following Monday. The Employers will not shutdown jobs on a regular workday if the regular workday is the day before or the day after a Holiday, but they will not be responsible for individual job closing beyond their control.

On the last regular workday before Christmas Day, the contractor shall only require each mechanic and apprentice to work four (4) hours at the beginning of the shift and will pay each mechanic and apprentice eight (8) hours pay and benefits for the last regular workday before Christmas.

*No work shall be performed on Labor Day, except in Special cases and with the approval of the Business Manager. When that approval is granted, **LABOR DAY WILL BE PAID AT TRIPLE TIME.**

Paragraph 2.

Shift provisions will be allowed with the payment of a 15% differential for the second shift and a 25% differential for the third shift. Both shifts to be eight (8) hours in length.

There must be a forty-eight (48) hour notice given to the Employees before commencing shift work. A minimum number of five (5) days must be worked in order to use the Shift provisions.

Jobs may work 2nd or 3^d shift only paying shift differentials described above.

Jobs of less than five (5) days duration and requiring shift provisions will be allowed when paying shift differential described above. There must be a break of eight (8) hours between shifts.

*The third shift must be of at least five (5) working days duration (in succession), and there shall be at least an eight (8) hour break in shifts or overtime will be paid as described in **Article IV, Paragraph 1.***

ARTICLE V

Paragraph 1.

There shall be a Trade Board consisting of three (3) members of the Insulation Contractors Association of New England and three (3) members of the Asbestos Workers Local Union No. 6. Said Trade Board shall have the right to investigate all labor operations of the Parties to this Agreement so far as any of the provisions of this Agreement are involved, in connection with which any questions may arise, and for this purpose shall have the right to summon, question and examine any Party to this Agreement, or their Representative or Agents.

Paragraph 2.

The Party of the Second Part shall be free to strike any employer who fails to make timely payment of the wages, fringe benefits or dues obligations set out in Article VII of this Agreement.

Paragraph 3.

In case any dispute arises the other party shall be advised and the Business Manager or Business Agent and shop involved shall have five (5) days to settle disputes before calling meeting of Trade Board. Failing to agree a written notice of dispute shall be filed within five (5) days with the chairman of the Trade Board.

Paragraph 4.

It is not necessary for either the plaintiff or the defendant to be present if the Business Manager or Business Agent and the Chairman of the Joint Trade Board agree that a letter will suffice. A letter or appearance in person shall carry equal weight. The Trade Board shall be governed by the following By-Laws: (Paragraph 5-13)

Paragraph 5.

There shall be no regular meetings scheduled for the Trade Board. There shall be regular meetings for the Joint Labor/Management Cooperation Committee which shall be held on the second Thursday in February, April and October. In case of a holiday, the meeting will be held the following Thursday.

Paragraph 6.

Meetings of the Joint Trade Board shall be called by the Chairman, and shall be held on weekdays (Monday through Friday).

Paragraph 7.

Meetings shall be held on written request of either party within five (5) days stating object for which meeting is to be called, but no matter shall be discussed except those designated in said written request.

Paragraph 8.

Four (4) shall constitute a quorum, two (2) from each side, and neither side shall cast more ballots than the other.

Paragraph 9.

The vote on all questions of violations of this Agreement shall be by secret ballot.

Paragraph 10.

It shall require a majority vote to carry any question or decide any issue. Any such decision shall be final and binding on all parties.

Paragraph 11.

The Trade Board shall have the power to impose fines or other penalties where agreed by vote (as above provided for) that any of the articles of this Agreement have been violated by either party to same. Such fines or penalties shall be imposed against either the Party of the First Part or its individual members or individual employer signatory to this Agreement or the Party of the Second Part, as the case may be, and the Trade Board shall see that any fines or penalties so imposed are satisfied and the disposition of monies collected shall be decided by the Trade Board.

Paragraph 12.

In case of an impasse between members of the Joint Trade Board the dispute shall be submitted to the American Arbitration Association in accordance with the Voluntary Labor Arbitration rules of procedure outlined by that Association.

Paragraph 13.

If either party fails to comply with the provisions of this article, or a decision of the Joint Trade Board or an Arbitrator, they shall be deemed to be in default. The Union may strike any party who is in default of this article.

ARTICLE VI

Paragraph 1.

- (A) *Each employer recognizes the Union's desire to retain all work regularly performed for the employer and the Union recognizes the employer's needs to maintain an efficient operation; therefore, each employer will continue to use bargaining unit employees and **not** sub-contract to any employer who is not signatory to this agreement, that work described in Article XVII that has been traditionally and regularly performed by its' employees, and we further agree that application of all new thermal insulation which may be a replacement for/or in addition to materials now being used as legitimate claims of the trade of Local Union No. 6. The Union agrees not to contract, sub-contract or estimate on work. It is also agreed that no member of a firm, employer, or officer of a corporation, or their superintendents, representatives or agents, shall execute any part of the work of application of materials.*
- (B) *For the purpose of this agreement, owner operator means: mechanics and apprentices who are active members of the International Association of Heat & Frost Insulators and Allied Workers who own a portion of the signatory contractor, whether directly or indirectly or through a subterfuge, and who perform management or supervisory functions and or covered work set forth in Article XVII for the signatory contractor. Each owner operator shall have a minimum of forty (40) hours per week benefits and dues deductions paid on their behalf to the Local 6 benefit funds and Local 6.*

Within three (3) years from the effective date of this agreement or within three (3) years of becoming signatory to this agreement each owner operator shall cease to perform any work listed in Article XVII of the agreement. These owner operators may continue to have benefits and dues paid into the Local 6 benefit funds and Local 6 at the forty (40) hour per week minimum contribution as listed above.

ARTICLE VII

Paragraph 1.

The Parties agree to the following wage rates and benefit contributions for the area covered by this Agreement. The area covered by this Agreement consists of the entire state of Maine and the Northern New Hampshire counties of Belknap, Carroll, Coos, Grafton, and Strafford.

MAINE AREA WAGE RATES EFFECTIVE 9-1-11 TO 8-31-12

	Hourly Rate	Health & Welfare	Pension Fund	Annuity Fund	Apprent Fund	Industry Fund	Safety Fund	Total Package
Mech	\$24.50	\$9.70	\$2.95	\$2.25	\$0.10	\$0.05	\$0.01	\$39.61
4 th	\$19.60	\$9.70	\$2.95	\$1.80	\$0.10	\$0.05	\$0.01	\$34.26
3 rd	\$17.15	\$9.70	\$2.95	\$1.58	\$0.10	\$0.05	\$0.01	\$31.59
2 nd	\$14.70	\$9.70	\$2.95	\$1.35	\$0.10	\$0.05	\$0.01	\$28.91
1 st	\$12.25	\$9.70	\$2.95	\$1.13	\$0.10	\$0.05	\$0.01	\$26

DUES PER HOUR

	Straight	Overtime	Double
Mech	\$1.50	\$2.25	\$3.00
4 th	\$1.35	\$2.03	\$2.70
3 rd	\$1.30	\$1.95	\$2.60
2 nd	\$1.25	\$1.88	\$2.50
1st	\$1.20	\$1.80	\$2.40

The Parties agree that wage rates will be subject to review on an annual basis on September first for the life of this Agreement. Any increases shall first go to maintain Health & Welfare and Pension Fund benefit levels equal to the Boston Area Agreement. Any remaining increase will be allocated to wages and/or the Annuity Fund.

Paragraph 2.

Wage increases to Apprentices in this Agreement have been based on percentages of increases granted to Mechanics. All Apprentice members of the Union shall be paid on the following basis:

<i>First year</i>	<i>50% of Journeyman's Wage</i>
<i>Second year</i>	<i>60% of Journeyman's Wage</i>
<i>Third year</i>	<i>70% of Journeyman's Wage</i>
<i>Fourth Year</i>	<i>80% of Journeyman's Wage</i>

Paragraph 3.

All jobs shall have one competent person who shall be appointed by the contractor. This person will be the Foreman for the entire job site, campus or hospital area. When a foreman is assigned to another job site, a new foreman shall be named to take his place. Foremen shall be paid as follows: when one to four (1-4) insulators are employed the foreman shall receive the journeyman's rate. When five to fourteen (5-14) insulators are employed the foreman shall be paid two dollars (\$2.00) per hour over journeyman's wage rate. When fifteen or more (15+) insulators are employed a general foreman will be added and receive four dollars (\$4.00) per hour over journeyman's wage rate. Another foreman will be added for each additional ten (10) men.

i. e.: 1-4 foreman (no premium)
5-14 foreman
15-24 general foreman + foreman
25-34 general foreman + two (2) foremen
35-44 general foreman + three (3) foremen

Paragraph 4.

Payment on all wages and expenses shall be weekly on the day designated as payday. There shall be no more than an elapse of two (2) days between end of workweek (Sunday third shift) and day designated by shop as payday. In the event of a Holiday on Monday or Tuesday, then Wednesday may be designated as payday.

Direct Deposit of wages is the preferred method of wage and expense(s) payment. When a shop adopts direct deposit as its preferred method of wage and expense(s) payment, each mechanic and apprentice shall make every effort to comply with this provision. All wages and expenses due shall be deposited into each workers designated account no later than 6:30 am Thursday for work performed the previous week.

Each mechanic and apprentice receiving wages will also be provided with an itemized advice of deposit containing hours, earnings, reimbursements, withholdings, deductions and net pay information.

When direct deposit of wages is offered to a mechanic or apprentice and he/she declines the option, his/her paycheck will be placed in the regular mail on the pay day described above.

Check for pay day falling in Christmas week and New Year's week shall be either hand delivered or delivered by overnight mail to the employee at the option of the Employer, by regular payday. Direct deposit of wages shall be an acceptable form of payment to satisfy this requirement.

Paragraph 5.

In addition to the foregoing hourly wage rates each employer shall pay contributions per hour per employee to the Asbestos Workers Local #6 Welfare Fund, Asbestos Workers Local # 6 Pension Fund, and Asbestos Workers Local No. 6 Annuity Fund as set forth in the foregoing schedule.

Said contributions shall be administered in accordance with Trust Agreements and Declarations of Trust establishing the respective funds and each employer agrees to and ratifies the identity of actions of the trustees of the respective funds including but not limited to the Delinquency Procedure attached as Appendix 1 to this Agreement. The contributions of the Employers for the Welfare Fund shall be exclusively used to provide life insurance, hospitalization, accident and health, sick benefits and such other welfare benefits as the Joint Board of Trustees of the said Welfare Fund may determine for the benefit of the employees and their families.

In addition, each employer shall pay ten (\$.10) cents per hour per employee to the Joint Apprenticeship Fund. This money is to be administered in accordance with a Trust Agreement accepted by the Joint Apprenticeship Committee.

Both parties to this agreement do hereby agree to establish and maintain an Industry Fund to be used for the purpose of protecting and promoting the general welfare of the Insulation Industry. Each Employer shall pay into the Insulation Industry Promotional Fund established by Agreement and Declaration of Trust during the life of this agreement the sum of five (\$.05) cents per hour for each hour actually worked by each journeyman and apprentice covered by this agreement in the employ of that employer.

Each Employer shall pay into a Safety Fund established by Agreement and Declaration of Trust during the life of this Agreement one cent (\$.01)) per hour worked by each category of workman in his employ.

Commencing as of the effective date of this Agreement, and for the duration of this Agreement, the Employer agrees to make payments to the Heat and Frost Insulators and Asbestos Workers Labor-Management Cooperative Trust (LMCT) for each employee covered by this Agreement as follows:

- (a) For each hour worked, for which an employee works, the Employer shall make a contribution of five cents (\$.05) to the LMCT. These funds will be sent to the LMCT on a monthly basis via the Local Union Financial Secretary Monthly Financial Report.*
- (b) For the purpose of this Article, each hour worked, shall be counted as hours worked for which contributions are payable.*
- (c) Contributions shall be paid on behalf of any employee starting with the employee's first day of employments in a job classification covered by this Agreement. This includes, but is not limited to, insulation workers, firestop workers, and hazardous waste workers in the following classifications: Journeymen, apprentices, helpers, trainees and probationary employees.*
- (d) The Employer and Union signatory to this Agreement agree to be bound by and to the Agreement and Declaration of Trust, as amended from time to time, establishing the LMCT.*

Paragraph 6.

One dollar (\$1.00) per hour paid of each Mechanic's Wages for Vacation purposes is to be deducted by the Employers. It is further understood and agreed that the following sums shall be deducted for Vacation purposes by the employers from the wages of the Apprentices:

<i>First year</i>	<i>50% of Journeyman's Wage</i>
<i>Second year</i>	<i>60% of Journeyman's Wage</i>
<i>Third year</i>	<i>70% of Journeyman's Wage</i>
<i>Fourth Year</i>	<i>80% of Journeyman's Wage</i>

Paragraph 7.

Payments to all of the Funds shall be made in accordance with Appendix 1 to this Agreement. A complete list of all employees and hours worked showing straight time, time and

one-half and double time hours worked and total wages paid shall accompany all payments to the Pension, Health & Welfare, Vacation, Annuity, Apprentice and Industry Funds, and International LMCT and the amounts due shall be paid monthly. Any employer failing to make required payments to any of the funds by the 25th day of the month following the incurring of the obligation (or by the next business day after the 25th, if the 25th is a Saturday, Sunday or holiday) shall not be supplied at the option of the Union with any employees until such time as all payments and required reports are up to date as certified by the administrator of the respective funds.

Paragraph 8.

Contractors who have had no experience within the past year in fund contributions will be required to post a \$25,000.00 certified check, bond, or other approved surety for a minimum of three (3) years.

Any contractor who is deemed delinquent in payments to any funds twice in any twelve (12) month period shall be placed in the "**RISK POOL**" for a minimum of one (1) year.

Any contractor placed in the RISK POOL shall be required to post a certified check, bond or other approved surety equal to its average monthly contribution paid during the previous twelve (12) month period or \$25,000.00, whichever is greater.

Payment of fund contributions not made on time may be drawn from the \$25,000.00 certified check, bond, or other approved surety.

Weekly payment of benefits shall be required until certified check, bond, or other approved surety is posted.

TARGETED PROJECTS:

The economic terms and conditions of this Agreement may be modified by written mutual agreement of the parties on "Targeted Projects". "Targeted Projects" are those specific jobs, plant sites or geographical areas where both area standard employers and non-area standard employers are competing for the same work.

Written agreements reached on a targeted project are limited to that particular project. Written agreements must be reached by mutual consent of the parties. The provision of Article V for the resolution of disputes between the parties shall not apply to disputes over whether or not to modify the terms of this agreement on "targeted projects." Written agreements to modify the terms of this agreement on a "targeted project" are limited to that particular project. No such agreement will be the basis for any claim under Article XII, Paragraph 2.

The parties agree that, where possible; all employers signatory to this agreement will be notified of the written agreement for a targeted project. All employees of any employer working on a targeted project will also be notified in advance of the economic terms and conditions of employment on the targeted project.

ARTICLE VIII

Paragraph 1.

On all jobs located in the Maine and Northern New Hampshire geographical areas, expenses shall be paid as follows:

1. On all jobs located within twenty (20) miles of the worker's home city or town no expenses will be paid.
2. On all jobs located beyond twenty (20) miles from the worker's home city or town

expenses shall be paid at the rate of \$.20 per mile per day calculated from the twenty (20) mile free zone limit to the job site or town and return not to exceed \$20.00 per day.

- 3. On all jobs located over 100 miles from the worker's home city or town, the employer will provide a hotel room plus \$20.00 per day expenses. The Employer may place up to two (2) workers in a room.*
- 4. All distances shall be computed by reference to a Rand & McNally Official Master Map which shall be approved by the Committee.*

ARTICLE IX

Paragraph 1.

Layoff notice will be given at least three (3) hours prior to the end of the work shift. If proper notice is not given, the employee shall receive an additional eight (8) hours work. If work is not available, he shall receive eight (8) hours wages and benefits. A written lay-off notice shall be given to each employee on the day of lay-off stating the reason for termination. If written notice of lay-off is not provided, it shall be considered a lay-off for lack of work with option for re-hire.

All wages due to employee shall be paid in full on day of layoff unless other arrangements have been made by mutual consent between the Employer and Local No. 6.

Worker(s) discharged for due cause shall be paid on regular payday. Written notice of discharge shall be provided to the individual and Local 6 stating the reason for discharge. In accordance with Article V, disputes over termination may be brought before the Joint Trade Board for resolution and adjudication.

ARTICLE X

Paragraph 1.

The Union is recognized as the sole and exclusive agency and other representative for each and every employee covered by this Agreement for the purpose of collective bargaining with respect to wages, hours of work and/or other conditions of employment and for the purpose of other mutual aid and protection.

The Employer confirms that Local 6, International Association of Heat & Frost Insulators and Asbestos Workers, AFL-CIO ('the Union) has demonstrated to the Employer a clear showing of the Union's majority status among employees in each of the bargaining units where the Employer employs employees covered by the Union's current collective bargaining agreement(s) (the "Contract(s)"), with that showing having been made in each such unit contemporaneously with the Union's demand for recognition and with the Employer's entering into this Agreement. On the basis of such majority status and pursuant to Section 9(a) of the National Labor Relations Act, the Employer voluntarily agrees to recognize the Union as the exclusive bargaining agent for the Employer's employees within each such bargaining unit, each of which shall include the Employer's present and future job sites.

Paragraph 2.

Neither the employer nor the Union shall make any agreement directly or indirectly in conflict with the provisions of this Agreement.

Paragraph 3.

Subject to applicable law, all employees who are members of the Union in good standing and all employees who become members after the date of execution of this Agreement shall, as a condition of employment maintain their membership in the Union in good standing throughout the

life of this Agreement. All other employees shall, subject to the laws and regulations of the Union, become members of the Union at the expiration of eight (8) days from the date of this Agreement or at the expiration of eight (8) days from the commencement of their employment, whichever is later, and shall maintain their membership in the Union in good standing as a condition of employment.

ARTICLE XI

Paragraph 1.

All employees shall be considered "at work" for a shop from time they accept employment and they shall proceed to and execute said work, in a faithful workmanlike manner, and not quit same until after notice has been given to Employer by end of work shift. Local No. 6 further agrees that its Mechanic members in charge of out of town operations where board is paid shall complete the same before leaving shop of Employer. Complaints arising from inferior workmanship shall be referred to the Joint Trade Board and all found contributing to it shall be penalized.

Paragraph 2.

An Employee "**At Work**" for a shop as defined in Article XI, Paragraph 1 may not during the term of employment go to work for another shop under any circumstances without the express permission of the shop for whom working and the Business Manager of Local No. 6 unless the employee or the shop for whom the employee is working terminates the employment in accordance with the Terms and Conditions of this Contract.

Paragraph 3.

The Contractor must furnish on all jobs at the immediate job site available for inspection on request by any authorized party:

- A. The Company Safety Program
- B. The Company Hazard Communication Program.
- C. All Material Safety Data sheets for products to be used on the job or presently on site.
- D. A written work order on Company Form or Letterhead signed by an authorized person with work specifications and application instructions.
- E. If a work order as described in (D) is not on site the quality of workmanship and method of application on the job will be performed in accordance with the National Insulation Association NIA/MICA Specification Standard.

ARTICLE XII

Paragraph 1.

In accordance with the terms of this agreement, Local No. 6 agrees to furnish labor to employers that sign this form of agreement and who are engaged in the trade in the Heat, and Frost Insulation Industry and who comply with the provisions of Article VII of this Agreement.

Paragraph 2.

If, during the life of this Agreement; Local No. 6 should enter into an Agreement with any Employer which differs from this agreement the Association may, at its option, treat as part of this Agreement any provision of such other Agreement which it considers to be more favorable than comparable provisions of this Agreement, and may at its option delete from this Agreement any provision which is not included in such other agreement. Any such option may be exercised by notice in writing from the Association to Local No. 6, and may be made retroactive to effective

date of such other agreement. Local No. 6 agrees to inform the Association of the terms of any such agreement immediately upon entering it. In accordance with Article V, disputes arising out of this paragraph may be referred to the Joint Trade Board for resolution, and if necessary, adjudication.

ARTICLE XIII

Paragraph 1.

It is agreed by the Employer that any and all cement containers shall not exceed sixty (60) pounds in gross weight, and pails shall not exceed capacity of twelve (12) quarts, and drums shall not exceed thirty-five (35) gallons.

Paragraph 2.

Respirators are to be supplied by the Employer when required, and must be on the approved list of NIOSH.

Paragraph 3.

The employee shall be furnished with the necessary and proper tools in the application of foamglas, such as banding machine, saw and gloves when needed. All tools and equipment issued by the Employer will be returned to the employer.

Paragraph 4.

It shall be a condition of employment that each workman shall have a complete set of tools in proper working condition. The following is a basic list of tools:

- 1) *12' Foot Tape Measure*
- 2) *Boning Knife (6 inches)*
- 3) *Keyhole or Compass Saw*
- 4) *Pruning Saw*
- 5) *Utility Knife*
- 6) *Sharpening Stone*
- 7) *Canvas Shears*
- 8) *6" Pointing Trowel*
- 9) *6" Gauging Trowel*
- 10) *12" Flat Trowel*
- 11) *8" End Cutting Nippers*
- 12) *8" Wing Dividers*
- 13) *Tool Bag or Tool Box*
- 14) *Appropriate work clothes & work boots*
- 15) *Aviation Snips*
- 16) *Tool Pouch*
- 17) *Caulking Gun*

Paragraph 5.

A ten (10) minute coffee break shall be allowed in the A.M. and P.M. of each working day.

Coffee shall be taken at the man's immediate work area.

Paragraph 6.

The Employer shall supply adequate drinking water in a covered vessel and individual

drinking cups, when requested by employees, on job sites where drinking water is not readily available or handy to the work area.

ARTICLE XIV

Paragraph 1.

Local No. 6 shall have a permanent office address with telephone service, where their Business Manager or Business Agent or authorized officer can be communicated with between 8:00 a.m. and 10:00 a.m. each working day for purpose of answering inquiries and providing information necessary to the trade.

ARTICLE XV

Paragraph 1.

Local No. 6 agrees there shall be no limitations or restrictions placed upon the individual working effort of its membership.

The Employer agrees not to require any minimum production requirements.

No employee shall be required or permitted to work on piecework.

No employer shall create a piecework system.

There shall be no tallying of linear footage, square footage, units of work and/or similar counting systems allowed by the individual members.

Paragraph 2.

When a foreman is required to submit a progress/percentage report; there shall be no employees names included in the report. Only foremen or company representatives may submit these reports if and when requested by the contractor.

ARTICLE XVI

Paragraph 1.

This Agreement shall be in full force and effect from September 1st, 2006 through August 31st, 2011 and from year to year thereafter, unless notice of termination or modification is given in writing by one party to the other party, not more than ninety (90) nor less than sixty (60) days prior to such Anniversary date.

ARTICLE XVII

Paragraph 1.

This Agreement covers the rates of pay, rules and working conditions of all Mechanics and Apprentices covered by this Agreement and employed by an employer signatory to or otherwise committed to abide by this Agreement, regardless of the location of their employment within the jurisdiction of Local No. 6, when they are engaged in the preparation, fabrication, alteration, application, erection, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintenance, finishing and/or weatherproofing of cold or hot thermal insulation with such materials as may be specified when these materials are to be installed for thermal purposes in voids, or to create voids, or on either piping, fittings, valves, boilers, ducts, flues, tanks, vats, equipment, or on any hot or cold surfaces for the purpose of thermal control. This is also to include all labor connected with the handling and distribution of thermal insulating materials on job premises and all other such work that is within the jurisdiction of Local No. 6.

Also, all sealing of sleeves, building penetration, holes, chases, passages, or openings of any kind in concrete, metal, or any other material by means of machinery, tools and equipment powered by any other method, the purpose of which is to seal after the passage, placing or installation of pipe, conduit, tubing or any other object passing through the above-mentioned openings, electric duct, etc. The purpose of which is to insure a fire rating commensurate with the manufacturer's specifications.

This is also to include all labor connected with materials, fire sealant, penetration seals, fire stops, grease duct, sound proofing systems, lead abatement, asbestos removal, thermo lag, and related accessories on job premises and all other such work that is with the jurisdiction of Local NO. 6.

ARTICLE XVIII

Paragraph 1.

All parties to this Agreement must comply with all Occupational Safety and Health Regulations.

Paragraph 2.

A steward or Quality Control Craftsman (QCC) may be appointed by the Business Manager or Business Agent from the Employees on the job. Stewards or QCC will not be discriminated against or discharged for performing their duties as stewards or QCC. Stewards or QCC shall perform their normal duties as journeymen. Stewards or QCC shall notify the Business Manager or Business Agent when workmanship is inferior. All official decisions will be made by the Business Manager or Business Agent.

ARTICLE XIX

Paragraph 1.

On all jobs where an Employee reports for work and is unable to do so through no fault of his own, two (2) hours pay for show-up time shall be paid provided he was not notified. Notification not to report shall be two hours prior to the start of the shift.

Employee must remain on the job available for work unless released sooner by the Employer. Show up time does not constitute a work shift.

ARTICLE XX

Paragraph 1.

This Joint Trade Agreement shall become operative on September 1, 2011 and shall be rigidly observed until its expiration on August 31, 2015, during which time neither party to it shall continue to force or create any rule or By-Law conflicting with its provisions.

ARTICLE XXI

Paragraph 1.

No party to this Agreement shall discriminate or compel discrimination with respect to employment hereunder on the basis of race, color, religion, sexual orientation, age, sex or national origin or in any other manner prohibited by law.

ARTICLE XXII

Paragraph 1.

The Union and the I.C.A.N.E agree that all insulators covered by this agreement and all employees of the contractor(s) who have or will have access to projects covered by this agreement shall comply with the drug screening program which shall be established and effective on January 1, 2012.

Paragraph 2.

This program when established shall become part of this agreement. It will be administered in accordance with its policies procedures and will be attached to this agreement as Appendix II.

Paragraph 3.

By mutual agreement between the chairmen of the respective Committees, this Article XXII and/or Appendix II may be opened up for negotiations at any time during the life of the Agreement.

ARTICLE XXIII

Paragraph 1. *If any Article or Provision of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial, or administrative branch of the Federal or State or Provincial Government, the Employer and the Union shall suspend the operation of such Article or Provision during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an article or provision which will meet the objections to its validity and which will be in accord with the intent purpose of the article or provision in question. If any Article or Provision or any part of any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement of the application of such Article or Provisions to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable, shall not be affected hereby, and shall remain in full force and effect.*

APPENDIX 1

DELINQUENCY PROCEDURE ASBESTOS WORKERS LOCAL NO. 6 PENSION, HEALTH AND WELFARE FUNDS

The current schedule of payments requires that fringe benefit contributions be remitted no later than the fifteenth (15th) day of the month following the month during which the hours were worked and for which the contributions are due. Contributions for hours worked during January are due in the Fund office no later than February 15th. Contributions for hours worked during February are due in the Fund office no later than March 15th, etc.

Contributions due on the 15th day of the month will be considered delinquent if not received in the Fund office by the close of business on the 25th day of the month (or the first business day thereafter if the 25th is not a business day). Delinquent contributions will be subject to the following interest and/or penalties:

- 1. Interest at the prime rate as set by the Fleet Bank, plus 3% or,*
- 2. \$100.00 per day.*

whichever is greater. Interest on delinquent contributions will be assessed retroactive to the due date (the 15th day of the month) and will be payable for each and every day thereafter until the delinquency is paid. Penalties of \$100.00 per day will be assessed retroactive to the delinquency date. Interest and/or penalty payments must accompany the payments of the delinquent contributions.

The following delinquency procedures will be in effect immediately:

- 1. The Trustees will attempt to phone past due employers on the last working day before their unpaid contributions become delinquent. This telephone notice is not a prerequisite to becoming delinquent and failure to receive said notice shall not be a defense to delinquency.*
- 2. The Trustees Delinquency Subcommittee shall meet as soon as possible at some point after the close of business on the day on which unpaid contributions become delinquent but before the first day of the next month. At that meeting, the Committee will decide what legal action shall be instituted to compel payment of delinquency contributions. The Union's rights under Article VII, Paragraph 7 of the Agreement between the Insulation Contractors Association of New England and Asbestos Workers Local No. 6 of Boston shall be independent from the rights of the Trustees.*

Local No. 6 may exercise any and all rights it has under Article VII, Paragraph 7 without prior approval of the Trustees or the Delinquency Subcommittee.

The Trustees intend to institute legal proceedings to collect delinquent contributions. In any such proceedings, the Trustees will not be limited to the interest and/or penalties described herein. On the contrary, the Trustees will request the Court to grant the broadest available penalties and remedies, including, but not limited to, attorneys' fees.

This statement of policy and procedure is effective September 1, 2011 and is subject to revision by the Board of Trustees of the Funds.

Any Employer who issues a check to an Employee or to the Trustees of any fund referred to in this Agreement and has the check returned for insufficient funds shall be responsible for any costs incurred and must pay all subsequent wages, expenses and fringe benefits by Certified Check unless and until other substitute and suitable arrangements have been made in writing with the Union and the Trustees. A check shall be deemed to be returned for insufficient funds when it has failed to clear an initial deposit.

APPENDIX II

Substance Abuse Provision

The Union and the Employers agree that it is the responsibility of both parties to overcome problems of substance abuse in the workplace. The parties further agree that Substance Abuse Testing, access to treatment and confidentiality of all results is necessary for the overall well-being of the parties to remain competitive in the insulation industry. The Union and the Employers hereby agree to the following provisions.

Drug and Alcohol Testing

1. All active members of Local 6 (except retirees) and employees of contractors who have access to job sites, will be required to submit to a drug screen during the month of their birthday.
2. There shall be a joint committee of one person from the contracting side and one person from the union side. There also shall be two alternates selected from each side. The contractor shall appoint from the ICANE organization. The union shall appoint as per the business manager. The joint committee shall establish an approved drug screening vendor and an approved employee assistance vendor to be part of the policy. The joint committee shall rule on any and all disputes. They shall keep written documentation in chronological order of all appeals, questions to committee, and decisions. Their decision will be the final outcome for all resolutions.
3. The privacy policy for this program requires that all results from screening shall be held in strict confidence and that all pass or fail information shall be strictly limited. Information held in confidence will be limited to the business manager of Local#6, the contractor requesting to hire or presently working for, the employee assistance program (EAP), the joint committee, the medical review officer (MRO) and the individual in question.
4. Any further drug screening beyond the annual required screening shall be provided by the contractor or the individual requestor at their cost.

SIGNED:

FOR THE PARTY OF THE FIRST PART;

INSULATION CONTRACTORS ASSOCIATION OF NEW ENGLAND

PAUL CAMARA, *Chairman*

ROBERT ANDERSON

BLAKE UNDERHILL

SIGNED:

FOR THE PARTY OF THE SECOND PART;

INTERNATIONAL ASSOCIATION OF HEAT & FROST
INSULATORS AND ASBESTOS WORKERS LOCAL NO. 6,
BOSTON, MASSACHUSETTS

303 Freeport Street
Dorchester, Massachusetts 02122-3513

FRANCIS C. BOUDROW, *Business Manager*

JOHN M. LISTER, *Business Agent*

JOSEPH T. GALLAGHER, *President*

DATE: _____