

MAINE AGREEMENT

JUNE 1, 2024

between

INSULATION CONTRACTORS ASSOCIATION OF NEW ENGLAND

and

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

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

HEADQUARTERS:

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

Tel. (617) 436-4666

*This AGREEMENT operative as of JUNE 1, 2024 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 ALLIED WORKERS LOCAL NO. 6 of BOSTON, MASSACHUSETTS** as Party of the Second Part.*

This Agreement will be in effect as of June 1st, 2024 through May 31st, 2027.

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.

Four to ten (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.

Paragraph 4

When an employee reports for work at the time and place specified by the employer and he/she is not put to work, he/she shall be paid for two (2) hours at the applicable rate of pay. If an employee starts work but works less than four (4) hours, he/she shall be paid for four (4) hours worked. If after working more than four (4) hours and the employee is sent home, the employee will be paid for eight (8) hours worked.

If an employee leaves the job on his/her own accord he/she will be paid for actual hours worked. If an employee reports to work in a condition unable to work he/she will not be eligible for reporting pay.

If work is cancelled due to circumstances beyond the employer's control, employees will be paid for hours worked or until released for the day.

Paragraph 5.

There shall be a mandatory unpaid thirty (30) minute lunch break scheduled to begin between the fifth (5th) and sixth (6th) hour of the work day. Actual lunch break start time is determined by the

employer. Any exception to this must be approved in advance by the union. If an employee is directed to work through lunch and no provision is made for a lunch break between the fifth (5th) and sixth (6th) hour, the employee shall be paid the applicable overtime rate.

Paragraph 6.

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. Coffee breaks may not be consolidated, combined or coincide with the lunch break.

ARTICLE III

Paragraph 1.

The ratio of mechanics and apprentices may be equal to but not exceed one (1) apprentice to three (3) mechanics in a shop. Each member of ICANE shall be notified when new first (1st) year apprentices are being brought into the apprenticeship program and shall be offered an opportunity to hire apprentices. No contractor shall be allowed to layoff currently employed apprentices in order to qualify to hire new apprentices under this provision. No apprentice shall execute work unless in company with a mechanic, or specifically permitted by the Business Manager or Business Agent of Local 6. (Apprenticeship participation language for condition of employment. See Article X, Paragraph 3)

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, Patriots Day. Where an employee observes Martin Luther King Day as an unpaid holiday, He/She shall not suffer retaliation or other adverse action. 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, work on **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 the same payroll period in order to use the Shift provisions.

Jobs may work second or third (2nd or 3rd) shift only paying shift differentials described above.

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 Heat and Frost Insulators and Allied 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.

*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.*

Paragraph 2.

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.

Paragraph 3.

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.

Paragraph 4.

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 Maine and the Northern New Hampshire counties of Belknap, Carroll, Coos, Grafton and Strafford.

	HOURLY RATE	HEALTH & WELFARE	PENSION FUND	ANNUITY FUND	APPRENT FUND	INDUSTRY FUND	SAFETY FUND	INT LMCT	TOTAL PACKAGE
MECH	\$ 29.00	\$ 14.64	\$ 1.19	\$ 4.00	\$ 0.35	\$ 0.13	\$ 0.15	\$ 0.05	\$ 49.51
4TH	\$ 26.10	\$ 14.64	\$ 1.19	\$ 3.60	\$ 0.35	\$ 0.13	\$ 0.15	\$ 0.05	\$ 46.21
3RD	\$ 23.20	\$ 14.64	\$ 1.19	\$ 3.20	\$ 0.35	\$ 0.13	\$ 0.15	\$ 0.05	\$ 42.91
2ND	\$ 20.30	\$ 14.64	\$ 1.19	\$ 2.80	\$ 0.35	\$ 0.13	\$ 0.15	\$ 0.05	\$ 39.61
1ST	\$ 17.40	\$ 14.64	\$ 1.19	\$ 2.40	\$ 0.35	\$ 0.13	\$ 0.15	\$ 0.05	\$ 36.31

DUES PER HOUR

	STRAIGHT	OVERTIME	DOUBLE
MECHANIC	\$ 1.95	\$ 2.93	\$ 3.90
4TH	\$ 1.80	\$ 2.70	\$ 3.60
3RD	\$ 1.75	\$ 2.63	\$ 3.50
2ND	\$ 1.70	\$ 2.55	\$ 3.40
1ST	\$ 1.65	\$ 2.48	\$ 3.30

On June 1, 2024 the wage and benefit package will automatically increase by \$2.50 per hour. On June 1, 2025 the wage and benefit package will increase by \$1.50 per hour and all employees will receive expenses of an additional \$8.00 per day. On June 1, 2026 the wage and benefit package will increase by \$1.50 per hour and all employees will receive expenses an additional of \$8.00 per day.

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.

6/1/2024	\$2.50 per hour
6/1/2025	\$1.50 per hour, plus an additional \$8.00 per day expense increase per Art. VII par. 1
6/1/2026	\$1.50 per hour, plus an additional \$8.00 per day expense increase per Art. VII par. 1

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>60% of Journeyman's Wage</i>
<i>Second year</i>	<i>70% of Journeyman's Wage</i>
<i>Third year</i>	<i>80% of Journeyman's Wage</i>
<i>Fourth Year</i>	<i>90% 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 five dollars (\$5.00) 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.

If requested by a mechanic or apprentice, the contractor shall make deposits into as many as two (2) accounts per payroll period.

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 Heat and Frost Insulators and Allied Workers Local #6 Welfare Fund, Heat and Frost Insulators and Allied Workers Local #6 Pension Fund, and Heat and Frost Insulators and Allied Workers Local No. 6 Annuity Fund as set forth in the foregoing schedule.

Maine & Northern NH	Contribution
Local 6 Pension	\$1.19
Local 6 Annuity	\$4.00
Health & Welfare	\$14.64

During the term of this agreement the contributions to the Health and Welfare, Pension and

Annuity Funds may not be reduced without the agreement of both Local 6 and ICANE.

Annuity Fund Contributions on behalf of Apprentices shall be based on the following schedule by jurisdiction as stated above:

<i>First year</i>	<i>60% of Journeyman's Contribution</i>
<i>Second year</i>	<i>70% of Journeyman's Contribution</i>
<i>Third year</i>	<i>80% of Journeyman's Contribution</i>
<i>Fourth Year</i>	<i>90% of Journeyman's Contribution</i>

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 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 thirty five (\$.35) 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 thirteen (\$.13) 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 fifteen cents (.15) 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 Allied 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 employment 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.

Payments to all 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, 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 7.

Contractors who have less than three (3) years' experience in contributions to the Local 6 Benefit Funds, will be required to post a \$50,000.00 certified check, bond, or other approved surety for a minimum of three (3) years to perform work covered by the jurisdiction of this agreement.

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.

Employers who win targeted projects shall notify the union within a reasonable time not to exceed 45 days. Contractor must send copy of associated Market Recovery Inquiry form to Business Manager.

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 eighty (80) miles of the Auburn/Lewiston Airport, the employer shall pay \$20.00 per day expenses. Effective June 1, 2025, , the employer shall pay \$28.00 per day expenses. Effective June 1, 2026, , the employer shall pay \$36.00 per day expenses. On all jobs located over 80 miles from the Auburn/Lewiston Airport, the employer will provide a hotel room plus \$20.00 per day expenses. Effective June 1, 2025, , the employer*

shall pay \$28.00 per day expenses. Effective June 1, 2026, , the employer shall pay \$36.00 per day expenses. The Employer may place up to two (2) workers in a room.

- 2. All distances shall be computed by reference to Google Maps 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. Local 6 foreman are not required to lay-off workers.

All wages due to employees shall be paid in full on day of layoff unless other arrangements have been made by mutual consent between the Employer and Local #6. Where an employee is accepting direct deposit, his/her wages shall be deposited in his/her account on the next business day. On jobs located outside a sixty (60) mile radius of Augusta , where a paper check is due, shops may send checks in overnight mail on the day of layoff or Monday if layoff is Saturday or Sunday.

ARTICLE X

Paragraph 1.

The Union is recognized as the sole and exclusive collective bargaining 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 terms and 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 Allied 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, including apprentices who are members of the Union in good standing and all employees, including apprentices 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. The Union shall be the primary source of referrals for hiring new employees. In the event that the Union is incapable of supplying a mechanic or apprentice, the Contractor reserves the right to directly engage a new employee. The Union reserves the right to examine such a new employee and to refer the employee to the Apprenticeship Coordinator for placement and training through the Apprenticeship Program. The determination of the Apprenticeship Coordinator on placement shall be binding on the Contractor, Union and the employee.

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.

Each new employee shall be issued all new Personal Protective Equipment "PPE" which is required by OSHA.

Paragraph 4.

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 5.

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:

Basic Tool List	
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)	Appropriate PVC fitting shears
18)	V Notchers
19)	Channellock pliers
20)	1 set of spring clamps
21)	6 in 1 multi-tool (screw/nut driver)
22)	1 set of 48" straps w/ buckle
23)	Notepad and writing implement

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.

The Employer shall provide a suitable dry place for insulators to change clothes and eat lunches.

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 June 1st, 2024 through May 31st, 2027 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.

This Joint Trade Agreement shall become operative on June 1, 2024 and shall be rigidly observed until its expiration on May 31, 2027, during which time neither party to it shall continue to force or create any rule or By-Law conflicting with its provisions.

ARTICLE XX

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 XXI

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.

Paragraph 2.

This program 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 XXI and/or Appendix II may be opened up for negotiations at any time during the life of the Agreement.

ARTICLE XXII

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 I

DELINQUENCY PROCEDURE

HEAT & FROST INSULATORS AND ALLIED WORKERS LOCAL NO. 6 PENSION AND HEALTH AND WELFARE FUNDS, AND OTHER ADOPTING 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 must be paid through the electronic remittance system established with the Funds' third-party administrator. Employers that are not currently remitting contributions through the electronic system will have until June 1, 2024 to start doing so.

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 Bank of America, 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. The amount of late fees for a particular month will be limited to, and not exceed, 50% of the contributions due by the Employer for that month. 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 working day before or after 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 within the first week of the next month. At that meeting, which may take place in person, by phone, electronically, or virtually via the internet, 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 Heat and Frost Insulators and Allied 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, effective September 1, 2015, is revised as of September 1, 2020, and is subject to further revision by the Board of Trustees of the Funds at any time during the term of

this Agreement, with such revisions automatically incorporated in the terms of this Agreement.

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

DRUG AND ALCOHOL TESTING PROGRAM

INTRODUCTION

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 and access to treatment and confidentiality of all results is necessary for overall wellbeing of the parties to remain competitive in the insulation industry. The Union and the Employers further agree the cost of the drug and alcohol program will be borne by the Insulators Local #6 Safety Fund, and hereby agree to the following provisions:

Drug and Alcohol Testing

1. All active members of Local #6 (except retirees) will be required to submit to drug and alcohol testing in accordance with the policies and procedures that follow. They may also be subject to other drug testing programs, such as contractor specific and job site specific programs.
2. There shall be a Joint Committee of one person from the contractor side and one person from the union side. There also shall be two alternates selected from each side. The contractor side shall appoint from the ICANE organization. The Union shall appoint as per the Business Manager. The Joint Committee shall provide an approved drug screening vendor and an approved employee assistance vendor to be part of the program. 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. The Joint Committee's decision will be the final outcome for all questions and disputes.
3. The privacy policy for this program requires that all results from screening shall be held in strict confidence and that access to all pass or fail information shall be strictly limited. Such information will be held in confidence and limited to the business manager of Local #6, the contractor requesting to hire or for whom the member presently works, the employee assistance program (EAP), the Joint Committee, the medical review officer

(MRO) and the individual in question.

4. The employee assistance vendor for the administration of this testing program will be Modern Assistance Programs, Inc. (MAP).

5. This policy, effective September 1, 2023, differs from the former policy in that members will no longer be subject to mandatory annual testing, the program will be administered by MAP, and the urine sample method will be replaced by the oral swab method as the preferred collection method.

6. HFIW Local 6 Drug and Alcohol Testing Policy and Procedures continue on the next page.

HFIAW Local 6

DRUG SCREENING POLICY AND PROCEDURES

Effective September 1, 2023

The signatory parties to the ICANE/ HFIAW Local #6 collective bargaining agreement, including contractors working within the Local #6 jurisdiction subject to the ICANE/Local #6 collective bargaining agreement (Signatory Parties) recognize that drug abuse and dependence is an illness that creates serious problems for workers, their families, the workplace and the community; that this illness acknowledges no boundaries of age, race or socioeconomic status; that punishing the victim will not eradicate the problem; and that efforts must focus on treatment of the illness and restoration of the victim to a meaningful productive life.

The Signatory Parties recognize that a cooperative and constructive effort is needed to overcome the impact of drug abuse on safety, productivity, quality of work, and morale. The Signatory Parties also recognize the keys to this effort will be providing education, assistance to the employees and families, encouraging the employees to receive treatment as needed, fostering, and encouraging an environment which produces a high skill quality product that is “drug free”. Therefore, in implementing the principles stated above, the parties agree as follows:

- 1) The parties to this program will cooperate to accomplish a drug-free environment and a safe workplace.
 - a. All active members of Local #6 (except retirees) that access any jobsites are required to submit to Post-Accident, For Cause and Follow-up drug screening as well as Alcohol testing as a condition of employment as specified in paragraphs 11-15

below. Random testing may be required for apprentices and in certain circumstances as specified in paragraph 10.

- b. Passing a screening will be called “compliant” for a status inquiry. Failing a screening will be called “non-compliant” for a status inquiry and may result in the withdrawal of employment offer and/or referral to a substance abuse professional.
 - c. Refusal to submit to the drug test or a failed drug test will result in the individual becoming “non-compliant” and a notification from the Medical Review Officer. The Medical Review Officer (MRO) will also notify the Joint Committee of all “non-compliant” status individuals. The Joint Committee shall notify the Local #6 Business manager, and the present and/or hiring employer. All “non-compliant” employees will not be allowed to work until their status becomes compliant. To become compliant, all candidates shall comply with all requirements from the MRO, MAP and the Joint Committee.
- 2) The substance abuse program will be conducted in keeping with the established testing procedures developed by the Department of Health and Human Services Scientific (DHHS) and Technical Guidelines dated April 11, 1988, and any subsequent amendments thereto. The Laboratory shall be licensed or certified, as the case may be, by the Substance Abuse and Mental Health Services Administration (SAMHSA).

MAP Swab

cutoff levels		screen	conf
Drug Grp		ng/mL C/O	ng/mL C/O
Amphet		50	10
Barbs		20	20
Bz		20	20
Bup		5	5
Cannab		8	8
Coc		10	10
Methadone		10	10
Opi		10	10
Oxycod		10	10
PCP		10	1

Fent		2	2
Ethanol		30 mg/dL	30 mg/dL

MAP Urine	screen	conf
Drug Grp	ng/mL C/O	ng/mL C/O
Amphet	500	300
Barbs	300	300
Bz	200	100
Bup	20	10
Cannab	50	50
Coc	150	100
Methadone	300	100
MDN Metab	100	100
Opi	300	100
Oxycod	100	100
PCP	25	25
Propoxy	300	100
Fent	2	2
Ethanol	30 mg/dL	30 mg/dL

*Cut-off limits meet or exceed those established by the Department of Health and Human Services in their mandatory Guidelines for Federal Workplace Drug Testing Programs. Effective October 1, 2010, cutoff levels were modified in accordance with DOT guidelines, Federal Register 40 CFR part 40, and the US Dept. of Health and Human Services (HHS) Substance Abuse and Mental Health Services Administration

(SAMHSA). In addition, MDMA testing was incorporated to be in accordance with those recommended guidelines.

** Local #6 considers a 0% breath alcohol as normal. Any report in excess of .02% shall be considered above the impairment level. Refer to section 12 for alcohol testing.

- 3) Although the oral swab will be the preferred collection method, urine specimens may also be required in MAP's discretion. All adulterated urine specimens will be treated as a positive drug screen. Before consideration for testing again, Local #6 will require a donor with an adulterated specimen to have a chemical dependency evaluation performed with a written report from the clinic or hospital sent to the MRO. In addition, all costs incurred for laboratory examination of the adulterated sample and the cost of a second test will be the responsibility of the donor.
- 4) Testing will be performed on a mandatory basis. Records of such tests shall be maintained by the MRO. For all participants covered by the appropriate collective bargaining agreement, all costs for collection, analysis, reporting, maintenance of records, and notifications shall be borne by the Insulators Local #6 Safety Fund, except as specified in Sections 3, 5, 7(g) and 10(d). Securing the drug screen test shall be the applicant's responsibility and shall be performed on his/her time, and at his/her travel expense.
- 5) In order to reduce travel and inconvenience to the participants, MAP will prepare a list of approved collection stations within the Local #6 bargaining jurisdiction. Such list will be distributed to all appropriate parties. The test will not be the responsibility of the Safety Fund unless one of the approved collection sites is used. Otherwise, the cost of the test and recollection will be the responsibility of the participant.
- 6) In the case of a "fail or positive" (non-compliant) result of any test, the participant:
 - a. Shall have the right to secure a copy of all data relating to the test procedures and results, provided the costs of same are paid in advance to the initial testing laboratory by the participant.
 - b. Will be given, with the assistance of the Medical Review Officer, support and guidance with the recommendations for further evaluation and/or rehabilitation with MAP upon the occurrence of the first and second non-compliant drug tests. A participant testing not compliant must subsequently secure a negative drug screen test from a laboratory meeting the qualifications of the program as outlined in Section 2 at his or her expense, must be participating in, or have successfully completed, a supervised drug rehabilitation program and participate in follow-up testing as directed by MAP and/or in accordance with Section 14 below.
- 7) The Medical Review Officer shall be responsible to do the following:

- a. Notify the tested individual of a positive result.
 - b. Review and verify a confirmed positive test result.
 - c. Provide the tested individual with an opportunity to discuss the reasons why their test result might be positive.
 - d. Review the individual's medical record as provided by or at the arrangement of the tested individual as appropriate.
 - e. Verify the laboratory result. Notify the Joint Committee of all test results, positive and negative. Also notify the Joint Committee when an individual is returning from the "non-compliant" status.
 - f. Process request for retest of original sample if the original sample was a urine specimen.
 - g. Participate in return to duty decisions as required. The MRO will fax/email a release form to the Local 6 office declaring the donor fit for retesting. The donor will then be required to pay for the retest. Upon receipt of the return to duty clearance release form the MAP office will send the donor a chain of custody form, however the donor will not be updated until payment has been received.
 - h. Refer individuals testing positive to MAP for an appropriate medical evaluation and substance abuse program.
- 8) The Joint Committee shall select a Certified Laboratory which meets the requirements of paragraph 2 and shall be responsible for implementing the drug screening tests.
- 9) If for some reason acceptable to the MRO, compliance cannot be accomplished, a written appeal to the Joint Committee with written approval will be the only allowance. When returning to work from such appeal, compliance with screening will be as directed as per the Joint Committee.
- 10) Random Drug Screening
- a. Should a jobsite, owner, or contractor be required to perform on-site specific random drug-testing, the requiring site, owner or contractor will be required to notify the Local #6 business manager and/or MAP five (5) business days in advance of all required random testing, so technicians can be provided at the designated time and place of the testing. Each contractor will also be required

to submit a list of their employees for the computer-generated random selection process. The list must include the following: full name, Union registration number (if available), craft, local, address, and phone number. It will be the responsibility of the Joint Committee to provide notice of any project which has a job duration of two (2) weeks or longer, so as to perform required on-site random testing. A minimum of eight percent (8%) of the total workforce is required to be tested, but higher percentages are recommended.

- b. Apprentices may be subject to random drug screening.
- c. The donor employee's copy of the chain of custody form from the random test will be proof of the donor's test. The Local #6 Business Manager, the Joint Committee, the present and/or hiring employer, and MAP shall be authorized to verify that a test was negative, "pass or compliant".
- d. Local #6 will consider a donor's refusal to participate in a random drug screen the same as a positive drug screen. The donor will be required to have a chemical dependency evaluation performed with a written report from the professional counselor to the MRO. In addition, all expenses incurred will be the donor's responsibility.

11) Post-Accident / Incident Testing:

- a. Employees involved in on-the-job accidents or incidents in which an accident was narrowly avoided shall be subject to post accident/incident testing.
- b. Local #6 will consider a donor's refusal to participate in post-accident/incident testing the same as a positive drug screen. The donor will be removed from employment and be required to have a chemical dependency evaluation performed with a written report from the professional counselor to the MRO. In addition, all expenses incurred will be the donor's responsibility.
- c. All testing of individuals shall be performed only by a technician certified and approved by MAP and/or an approved collection site as defined in section 2.
- d. If you have any questions regarding the implementation of the Post Accident/Incident procedures please call MAP or the Local #6 office.

12) Alcohol Testing:

It is recommended that alcohol screening be conducted in keeping with DOT Regulations Part II, 2120 through 2127, dated February 15, 1994. Local #6 only recognizes Breath Alcohol Testing (BAT), with BAT Confirmations as a positive result for alcohol. Breath Alcohol Testing must be performed in conjunction with the drug testing.

- a. All testing of individuals shall be only performed by a technician certified and approved by MAP and/or an approved collection site as defined in section 2.

13) For Cause Testing:

An employee shall be subject to For Cause drug or alcohol testing for any of the following reasons:

- a. Involvement in, or cause of, an incident or an accident during a contractor work assignment or while on owner/contractor premises, which causes or could have caused injury to the employee or another person, or which causes or could have caused destruction or damage to owner/contractor property.
- b. Based on observed behavior, which is unusual to the circumstances, or the individual's normal behavior, which indicates or could indicate impairment or drug abuse. All such observations must be viewed on site by the jobsite foreman and such foreman must get someone of higher authority (Business Manager, Business Agent or other authorized Union representative and/or MAP representative) to visually observe, concur and document for the situation at hand.
- c. Involvement in an accident without cause shall still require the individual to provide a sample for screening. Should the individual feel that they had not caused an incident nor could have caused an accident, a request can be made of the Local #6 Business Manager to lobby the Joint Committee to have all results of testing withheld. The Business Manager shall perform a full investigation prior to presenting a statement to the Joint Committee. Joint Committee shall make a final yes or no decision.

- d. All testing of individuals shall be performed only by a technician certified and approved by MAP and/or an approved collection site as defined in section 2, or a certified technician approved by the EAP.

14) Follow-Up Testing

Employees who have tested positive will be subject to unannounced follow-up testing at least once a month for the first six months and at least once every three months for the next two years, six months.

15) Procedures for drug screening are as follows:

- a. MAP will provide the participant with the proper chain of custody form for screening at an approved collection facility.
- b. A qualified health professional at the collection facility will require all participants to have picture identification and a completed chain of custody form issued by MAP.
- c. The qualified health professional at the collection facility will furnish the participant a receipt (a copy of the chain of custody form) showing the drug screen test has been performed and is being processed.
- d. Local #6 will consider a donor's refusal to provide a specimen the same as a positive drug screen.

16) Donor's Responsibilities / Conduct

- a. A donor is expected to act professionally and responsibly at the clinic when providing a specimen for testing. Any misbehavior or wrongdoing will NOT be tolerated and will result in the participant's record being "flagged" in the computer and the participant will not be allowed to retest until an apology has been accepted by the clinic.
- b. The participant is expected to bring the chain of custody form, with all donor information typed, and photo identification with him/her to the collection site to be tested. If a donor does not have photo identification and the typed chain of custody form the donor will not be tested.
- c. Local #6 will consider a donor's refusal to provide a specimen the same as a positive drug screen. The donor will be required to have a chemical dependency evaluation performed with a written report from the professional counselor to the MRO. In addition, all expenses incurred will be the donor's responsibility.

17) This Drug and Alcohol Screening program is strictly a service to the signatory parties to the Local #6 collective bargaining agreement and/or other contractors working within the Local #6 jurisdiction and the construction industry that they serve. The only rules that are enforced or policed are those rules necessary for the administration of this Drug and Alcohol Screening program. Any additional rules required by the construction industry would be between the Joint Committee and/or under the applicable union collective bargaining agreement. Additionally, during the term of this collective bargaining agreement, the Trustees of the Safety Fund will have the option, by majority vote, to review this Drug and Alcohol Screening program annually and make reasonable adjustments as necessary and appropriate without reopening the agreement. Any changes made to the program, however, must be approved by a majority of the Safety Fund Trustees.

SIGNED:

FOR THE PARTY OF THE FIRST PART;

INSULATION CONTRACTORS ASSOCIATION OF NEW ENGLAND

DocuSigned by:

Thomas Romano

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THOMAS ROMANO, Chairman

DocuSigned by:

Michael Robbins

EF281FF35A794B2...

MICHAEL ROBBINS

SIGNED:

FOR THE PARTY OF THE SECOND PART;

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

*303 Freeport Street
Dorchester, Massachusetts 02122-3513*

DocuSigned by:

JEFFREY SALIBA

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JEFFREY W. SALIBA, Business Manager

DocuSigned by:



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THOMAS E. WALL, Business Agent

DocuSigned by:



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WAYNE ORTIZ, President

DATE: _____