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This AGREEMENT operative as of SEPTEMBER 1, 2020 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  
September 1st, 2020 through August 31st, 2023.

## 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 and end 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 own accord he/she will be paid for actual hours worked. If an employee reports to work in a condition unable to work he 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 four (4) 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.

**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, Patriot's Day in the state of Massachusetts, and VJ Day in the state of Rhode Island. 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 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. Subcommittees with equal numbers from the Union and ICANE shall be established to explore market competitiveness and potential changes to the drug testing program. Recommendations will be reported no later than September 1, 2021.

#### **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

There shall be four (4) distinct geographical areas in this Agreement as follows:

**1. Boston Area**

**2. Worcester Area**

**3. Springfield, MA/Southern New Hampshire Area**

**4. Providence, RI/Southern Mass Area**

## 1. Boston Area.

The Boston area includes all of the cities and towns in Essex, Middlesex, and Suffolk Counties as well as Brewster, Chatham, Dennis, Eastham, Harwich, Orleans, Provincetown, Truro, Wellfleet and Yarmouth in Barnstable County; the town of Easton in Bristol County; Avon, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Holbrook, Hull, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Quincy, Randolph, Sharon, Stoughton, Walpole, Wellesley, Westwood, and Weymouth in Norfolk County; Abington, Bridgewater, Brockton, Carver, Duxbury, East Bridgewater, Halifax, Hanover, Hanson, Hingham, Kingston, Marshfield, Norwell, Pembroke, Plymouth, Plympton, Rockland, Scituate, West Bridgewater and Whitman in Plymouth County.

**BOSTON AREA WAGE RATES EFFECTIVE 9/1/2020-8/31/2021:**

	HOURLY RATE	H&W	PENSION	ANNUITY	APPRENT FUND	INDUSTRY FUND	SAFETY FUND	INT LMCT	TOTAL PKG
MECH	\$49.00	\$13.80	\$8.20	\$8.94	\$0.55	\$0.15	\$0.15	\$0.05	\$80.84
4TH	\$39.20	\$13.80	\$8.10	\$7.15	\$0.55	\$0.15	\$0.15	\$0.05	\$69.15
3RD	\$34.30	\$13.80	\$8.05	\$6.26	\$0.55	\$0.15	\$0.15	\$0.05	\$63.31
2ND	\$29.40	\$13.80	\$8.00	\$5.36	\$0.55	\$0.15	\$0.15	\$0.05	\$57.46
1ST	\$24.50	\$13.80	\$7.95	\$4.47	\$0.55	\$0.15	\$0.15	\$0.05	\$51.62

**DUES PER HOUR**

	STRAIGHT	OVERTIME	DOUBLE
MECH	\$3.14	\$4.71	\$6.28
4TH	\$2.79	\$4.19	\$5.58
3RD	\$2.64	\$3.96	\$5.28
2ND	\$2.49	\$3.74	\$4.98
1ST	\$2.34	\$3.51	\$4.68

## 2. Worcester Area

The Worcester area includes all cities and towns in Worcester County

### **WORCESTER AREA WAGE RATES EFFECTIVE 9/1/2020-8/31/2021:**

	HOURLY RATE	H&W	PENSION	ANNUITY	APPRENT FUND	INDUSTRY FUND	SAFETY FUND	INT LMCT	TOTAL PKG
MECH	\$44.10	\$13.80	\$8.20	\$8.94	\$0.55	\$0.15	\$0.15	\$0.05	\$75.94
4TH	\$35.28	\$13.80	\$8.10	\$7.15	\$0.55	\$0.15	\$0.15	\$0.05	\$65.23
3RD	\$30.87	\$13.80	\$8.05	\$6.26	\$0.55	\$0.15	\$0.15	\$0.05	\$59.88
2ND	\$26.46	\$13.80	\$8.00	\$5.36	\$0.55	\$0.15	\$0.15	\$0.05	\$54.52
1ST	\$22.05	\$13.80	\$7.95	\$4.47	\$0.55	\$0.15	\$0.15	\$0.05	\$49.17

### **DUES PER HOUR**

	STRAIGHT	OVERTIME	DOUBLE
MECH	\$2.99	\$4.49	\$5.98
4TH	\$2.69	\$4.04	\$5.38
3RD	\$2.54	\$3.81	\$5.08
2ND	\$2.39	\$3.59	\$4.78
1ST	\$2.24	\$3.36	\$4.48

### 3. Springfield, MA/Southern New Hampshire Area

The Springfield, Massachusetts and Southern New Hampshire area includes all cities and towns in the following counties of Massachusetts: Berkshire, Franklin, Hampden, and Hampshire. All cities and towns in the following counties of New Hampshire: Cheshire, Hillsboro, Merrimac, Rockingham, and Sullivan. All cities and towns in the following counties of Vermont: Bennington and Windham. In Connecticut the area includes the following: East Granby, Enfield, Granby, Hartland, Suffield and Windsor Locks Townships in Hartford County; Canaan, Colebrook, Norfolk, North Canaan, and Salisbury Townships in Litchfield County; Somers, Stafford and Union Townships in Tolland County; and Woodstock Township in Windham County.

**SPRINGFIELD, MA & SO. N.H. AREA WAGE RATES EFFECTIVE 9/1/2020-8/31/2021**

	HOURLY RATE	H&W	PENSION	ANNUITY	APPRENT FUND	INDUSTRY FUND	SAFETY FUND	INT LMCT	TOTAL PKG
MECH	\$39.20	\$13.80	\$8.20	\$8.94	\$0.55	\$0.15	\$0.15	0.05	\$71.04
4TH	\$31.36	\$13.80	\$8.10	\$7.15	\$0.55	\$0.15	\$0.15	\$0.05	\$61.31
3RD	\$27.44	\$13.80	\$8.05	\$6.26	\$0.55	\$0.15	\$0.15	\$0.05	\$56.45
2ND	\$23.52	\$13.80	\$8.00	\$5.36	\$0.55	\$0.15	\$0.15	\$0.05	\$51.58
1ST	\$19.60	\$13.80	\$7.95	\$4.47	\$0.55	\$0.15	\$0.15	\$0.05	\$46.72

**DUES PER HOUR**

	STRAIGHT	OVERTIME	DOUBLE
MECH	\$2.89	\$4.34	\$5.78
4TH	\$2.64	\$3.96	\$5.28
3RD	\$2.49	\$3.74	\$4.98
2ND	\$2.34	\$3.51	\$4.68
1ST	\$2.19	\$3.29	\$4.38



#### **4. Providence, Rhode Island/Southern Massachusetts Area**

The Providence, Rhode Island and Southern Massachusetts area includes all cities and towns in Rhode Island as well as the following cities and towns in Massachusetts: Barnstable, Bourne, Falmouth, Mashpee and Sandwich in Barnstable County; Acushnet, Attleboro City, Berkeley, Dartmouth, Dighton, Fairhaven, Fall River City, Freetown, Marion, Mansfield, New Bedford City, North Attleboro, Norton, Raynham, Rehoboth, Seekonk, Somerset, Swansea, Taunton City and Westport in Bristol County; Bellingham, Franklin, Plainville and Wrentham in Norfolk County; and Lakeville, Mattapoisett, Middleboro, Rochester and Wareham in Plymouth County; Dukes County and Nantucket County.

**RHODE ISLAND AREA WAGE RATES EFFECTIVE 9/1/2020-8/31/2021**

	HOURLY RATE	H&W	PENSION	ANNUITY	APPRENT FUND	INDUSTRY FUND	SAFETY FUND	INT LMCT	TOTAL PKG
MECH	\$44.10	\$13.80	\$8.20	\$8.94	\$0.55	\$0.15	\$0.15	\$0.05	\$75.94
4TH	\$35.28	\$13.80	\$8.10	\$7.15	\$0.55	\$0.15	\$0.15	\$0.05	\$65.23
3RD	\$30.87	\$13.80	\$8.05	\$6.26	\$0.55	\$0.15	\$0.15	\$0.05	\$59.88
2ND	\$26.46	\$13.80	\$8.00	\$5.36	\$0.55	\$0.15	\$0.15	\$0.05	\$54.52
1ST	\$22.05	\$13.80	\$7.95	\$4.47	\$0.55	\$0.15	\$0.15	\$0.05	\$49.17

**DUES PER HOUR**

	STRAIGHT	OVERTIME	DOUBLE
MECH	\$2.99	\$4.49	\$5.98
4TH	\$2.69	\$4.04	\$5.38
3RD	\$2.54	\$3.81	\$5.08
2ND	\$2.39	\$3.59	\$4.78
1ST	\$2.24	\$3.36	\$4.48

The Boston Wage Increase will be as follows:

9/1/2020	\$2.30 plus a maximum of up to \$0.10 into the Health & Welfare Fund
9/1/2021	\$2.30
9/1/2022	\$2.35

The allocation of the 2021 and 2022 increases will be decided by the union within thirty (30) days of the date on which the increases go into effect. The 10 cents per hour increase to the Health and Welfare Fund is the maximum increase dependent on calculations from fund actuaries it shall be paid by the employers to discharge their obligations under the MA Family Medical Leave Act; it shall be paid in addition to the September 1, 2020 increase of \$2.30 per hour upon completion of the actuarial evaluation, but no later than December 31, 2020.

NOTE: The Worcester Wage Rate will be ninety percent (90%) of the Boston Wage Rate and one hundred percent (100%) of the Boston Area Benefits. The Springfield, MA/Southern New Hampshire rate will be eighty percent (80%) of the Boston Wage Rate and one hundred percent (100%) of the Boston Area Benefits. The Providence, RI/Southern MA Wage Rate will be ninety percent (90%) of the Boston Wage Rate with the contribution to the benefit package to equal one hundred percent (100%) of the Boston Area Benefits package as follows: Health and Welfare, Apprenticeship Fund, Industry Fund, International LMCT and Safety Fund will be paid at the same rate as Boston. The total contribution to the Asbestos Workers Local 6 Pension Fund and Asbestos Workers Local 6 Annuity Fund shall equal the contribution to the Asbestos Workers Local 6 Pension Fund and Local 6 Annuity Fund in the Boston area.

**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:

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

### 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. They must be a Local 6 member unless otherwise agreed upon by Business Manager and Contractor. He/She will regularly direct the workforce. 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 on Wednesday or Thursday when Monday is a Holiday, 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 a paper itemized advice of deposit containing hours, earnings, reimbursements, withholdings, deductions and net pay information mailed to their home.

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.

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:

First year	50% of Journeyman's Contribution
Second year	60% of Journeyman's Contribution
Third year	70% of Journeyman's Contribution
Fourth Year	80% of Journeyman's Contribution

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 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.**

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.

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.

Expenses shall be paid on all jobs in each geographic area covered by this agreement. The expenses rate shall be \$10.00 per day, except in Boston and Cambridge, MA expenses shall be \$15.00 per day.

Expenses are paid per day and shall not be prorated.

## 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 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 fifty (50) mile radius of Boston, 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 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. While under employment for a shop, if Local 6 member is going to be moved next day, they need to be notified by the end of shift. If told that evening, they will be allowed to pick up their tools on company time the following day. 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   | 13) Tool Bag or Tool Box                  |
| 2) Boning Knife (6 inches) | 14) Appropriate work clothes & work boots |
| 3) Keyhole or Compass Saw  | 15) Aviation Snips                        |
| 4) Pruning Saw             | 16) Tool Pouch                            |
| 5) Utility Knife           | 17) Appropriate PVC fitting shears        |
| 6) Sharpening Stone        | 18) V Notchers                            |
| 7) Canvas Shears           | 19) Channellock pliers                    |
| 8) 6" Pointing Trowel      | 20) 1 set of spring clamps                |
| 9) 6" Gauging Trowel       | 21) 6 in 1 multi-tool (screw/nut driver)  |
| 10) 12" Flat Trowel        | 22) 1 set of 48" straps w/ buckle         |



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, 2020 through August 31st, 2023 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. The steward shall receive foreman pay and be third to last to be laid off.

## ARTICLE XIX

### Paragraph 1.

This Joint Trade Agreement shall become operative



on September 1, 2020 and shall be rigidly observed until its expiration on August 31, 2023, 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 XXII 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.

### **ARTICLE XXIII**

#### **Paragraph 1.**

All employers signatory to this agreement, regardless of size, will abide by the requirements of the Massachusetts Earned Sick Leave Law (M.G.L. c. 149 § 148C) for each bargaining unit employee. In addition, each employer will track Earned Sick Time by calendar year starting 1/1/2021.

## APPENDIX 1

### DELINQUENCY PROCEDURE ASBESTOS 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 March 1, 2021 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 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, 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 TESTING PROGRAM

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 overall wellbeing 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.

5. MOST Insulators Local 6 Drug Screening Policy and Procedures continued on next page.



**Insulators Local 6**  
**DRUG SCREENING POLICY AND PROCEDURES**  
Effective January 1, 2012

The signatory parties of the Local #6 collective bargaining agreement or other contractors working within the Local #6 jurisdiction recognize that drug abuse 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 of the Local #6 collective bargaining agreement or other contractors working within the Local #6 jurisdiction recognize that a cooperative and constructive effort is needed to overcome the impact of drug abuse on safety, productivity, quality of work, and morale.

Also, the signatory parties of the Local #6 collective bargaining agreement or other contractors working within the Local #6 jurisdiction recognize the keys to this effort will be the providing of 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) and all contractor employees that access any jobsites are required to submit to drug screening as a condition of employment. Drug screening will be during the birth date month and will take place at an approved screening location provided by MOST. Drug screening will start on January 1, 2012 and will be every year thereafter.

b) Passing a screening will be called “current” for a status inquiry. Failing a screening will be called “non-current” for a status inquiry and will result in the withdrawal of employment offer.

c) Refusal to submit to the drug test or a failed drug test will result in the individual becoming “non-current” and a notification from the Medical Review Officer. The medical review officer will also notify the joint committee of all “non-current” status individuals. The joint committee shall notify the Local #6 Business manager, and the present and/or hiring employer. All “non-current” employees will not be allowed to work until their status becomes current. To become current, all candidates shall comply with all requirements from the Medical Review Officer, the employee assistance program 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), the College of American Pathologists and the Department of Defense shall participate in the proficiency testing programs required by each of those respective organizations.

Drug screening and Gas Chromatography/Mass Spectrometry (GC/MS) confirmation for eleven (11) categories of drugs will be required with the following cut-off limits:

Drug Class	Screening Cut-Off Limit (ng/ml)	Confirmation Cut-Off Limit (ng/ml)
Amphetamines – Extended – Includes Ecstasy (Includes, but not limited to: Amphetamine, Methamphetamine, MDMA, MDA, MDEA)	500*	250*
Barbiturates	300	200
Benzodiazepines (Includes but not limited to: Valium, Librium)	300	300
Benzoylcegonine (Cocaine Metabolite)	150*	100*
Tetrahydrocannabinol / Cannabinoids*** (THC – marijuana metabolite)	50*	15*
Methadone	300	300
Opiates – Extended **** (Includes, but not limited to: Vicodin, Oxycontin, Dilaudin, Darvon, Demerol, Hydrocodone)	300*	300*
Phencyclidine (PCP)	25*	25*
Propoxyphene	300	300
6-Acetylmorphine (6AM)	10*	10*
Creatinine	20mg/dl	20mg/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.

\*\*MOST/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.

\*\*\*MOST/Local #6 will NOT recognize ingestion of over the counter hemp products, or codeine products, as an acceptable medical explanation for THC positive urinalysis, or opiate positive urinalysis.

\*\*\*\*MOST modified the opiates testing parameters September 27, 2006 to include all reactive testing for all synthetic opiates –

i.e.: oxycotin, oxycodone, vicodin, hydrocodone, hydromorphone etc.

3. MOST has modified its policy and procedures effective November 29, 1993, in keeping with DOT guidelines and will consider all adulterated specimens as a positive drug screen. Before consideration for testing again, MOST/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. Annual testing will be performed on a mandatory basis. Records of such tests shall be maintained by the Independent Testing Laboratory and/or the Medical Review Officer (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 Insulators Local #6 Safety Fund, except as specified in Sections 3 and 8. Securing the drug screen test shall be the applicant's responsibility and shall be performed on his/her time, and at his/her expense.

5. In order to reduce travel and inconvenience to the participants, the Certified Laboratory will prepare a list of approved collection stations within the Local #6 bargaining jurisdiction.

Such lists will be distributed to all appropriate parties by the MOST Program. The test will not be processed unless one of the approved collection sites is used, and the cost of the test and recollection will be the responsibility of the participant.

6. In the case of a “fail or positive” (not-current) result of any test, the participant:

a) Shall have the right to have the original sample independently retested at their expense, by a laboratory of their choice, which must meet the qualifications of the program as outlined in Section 2. If the independent retest is “negative”, the donor will be reimbursed for the cost of the independent test.

b) If the independent retest is “positive”, the donor will be notified by the MRO, and will be required to comply with the recommendations for further evaluation and rehabilitation as directed. All expenses related to the retesting of the original sample will be forfeited.

c) Shall have the right to secure a copy of all data relating to the test procedures and results, providing the costs of same are paid in advance to the initial testing laboratory by the participant.

d) Will be given, with the assistance of the Medical Review Officer, support and guidance with the recommendations for further evaluation and/or rehabilitation with an employee assistance program upon the occurrence of the first and second not-current drug tests. A participant testing not-current 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 agree to take random tests as directed by the MOST Program and/or in accordance with Section 12 and 13 herein.

7. The Medical Review Officer shall be responsible for 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. Shall also notify the joint committee when an individual is returning from the "non-current" status.
- f) Process request for retest of original sample.
- g) Participate in return to duty decisions as required. The MRO will fax/email a release form to the MOST 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 MOST 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 the appropriate medical evaluation and substance abuse program.

8. The MOST Trustees shall select a Certified Laboratory which meets the requirements of item (2,) and shall be responsible for implementing the drug screening tests.

9. Participants will be notified by the MOST office when they are to renew their certification. This notice will be sent approximately five (5) days before the birthday month. It is

the participant's responsibility to return the renewal form to the MOST office to be issued proper paperwork for testing. Participants are responsible for maintaining their current status and eligibility to work. Failure to receive notification due to postal errors or incorrect addresses does not release an individual of their responsibility to test. If for some acceptable reason, compliance cannot be accomplished, a written appeal to the joint committee with a written approval will be the only allowance. This appeal must be submitted two weeks prior to the birthday month. When returning to work from such appeal, compliance to 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. Contractors will be required to notify MOST 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 by MOST. The list must include the following; full name, social security number, craft, local, address, and phone number. In addition MOST will also test all other out of craft employees of the contractor, at a cost of \$38.00 per test. It will be the responsibility of the joint committee to notify MOST 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, but higher percentages are recommended. In addition any Candidates who are within thirty (30) days from expiration of their annual test and whose name was submitted by the contractor for random testing, and was not selected can also be issued a Chain of Custody and can be tested on

site at the time of the random testing if they so choose.

b) The 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 the mutually agreed upon employee assistance program can verify that a test was negative, "pass or current" by calling

c) MOST/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:

In an effort to support a contractor / union policy for Post-Accident / Incident testing, MOST will support these needs as follows:

a) MOST/Local #6 will consider a donor's refusal to participate in a 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.

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

c) If you have any questions regarding the implementation of the Random or Post Accident/Incident procedures please call 1-800-395-1089 extension 319.

#### 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. MOST/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 MOST and/or an approved collection site as defined in section 2.

### 13. For Cause Testing:

MOST will support a policy in regards to "For Cause" testing. An employee shall be subject to drug or alcohol testing, for cause, for any of the following reasons:

a) Involvement in, or cause of, an incident or an accident during contract work assignment while on owner/contractor premises, which causes or could have caused injury to the employee 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 (Job site superintendent, another trade foreman) 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 no specific cause in such an incident, 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 only performed by



a technician certified and approved by MOST and/or an approved collection site as defined in section 2.

14. Procedures for drug screening are as follows:

- a) MOST will provide the participant 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 the MOST office.
- 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) MOST/Local #6 will consider a donor's refusal to provide a specimen the same as a positive drug screen.

15. Donor's Responsibilities / Conduct

- a) It is the donor's responsibility to update their drug free certification on an annual basis. The MOST office will notify the participants approximately five (5) days before the birthday month, but it is the participants responsibility to notify MOST of their desire to continue in the program.
- b) If a member relocates, or has a phone number change it is his/her responsibility to notify the MOST office, so that all mailings will be received by the participant in a timely manner.
- c) A donor is expected to act professionally and responsibly at the clinics when providing a specimen for testing. Any misbehavior or wrong doing will NOT be tolerated and will result in the participants record being "flagged" in the computer and the participant will not be allowed to retest until an apology is accepted by the clinic.

d) 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.

e) MOST/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 form from the professional counselor to the MRO. In addition all expenses incurred will be the donor's responsibility.

16. Employee Verification System (EVS) 1-800-432-5765 / [www.mostprograms.com](http://www.mostprograms.com)

MOST has provided a service to the signatory parties of the Local #6 collective bargaining agreement or other contractors working within the Local #6 jurisdiction, to verify a participant's Drug Free Certification at any time, 24 hours a day, 7 days a week.

This service is the Employee Verification System (EVS). The signatory parties of the Local#6 collective bargaining agreement or other contractors working within the Local #6 jurisdiction contributing to the MOST Program shall receive an identification number to access this system, and can verify that a participant has tested "negative" by calling the EVS number. The signatory parties of the Local #6 collective bargaining agreement or other contractors working within the Local #6 jurisdiction can also get faxed verification for their records of several members or just one. The number for the EVS is 1-800-432-5765. The signatory parties of the Local #6 collective bargaining agreement or other contractors working within the Local #6 jurisdiction may also verify a member's information via the internet at [www.mostprograms.com](http://www.mostprograms.com).

17. The MOST Drug and Alcohol Screening program is strictly a service to the signatory parties of the Local #6 collective bargaining agreement or other contractors working within the Local #6 jurisdiction and the construction industry that they serve. The only rules that are enforced or policed by the MOST policy and procedures are those rules necessary for the administration of the Drug and Alcohol Screening program. Any additional rules required by the construction industry would be between the joint committee and/or the union collective bargaining agreement.

18. The participating union and the contractor in the MOST Drug and Alcohol program, in keeping with the Federal laws, must have a written policy and procedure guide. The policy and procedure should outline things such as:

- a) The union and the contractor participation and acceptance of the services provided to them by MOST.
- b) The union and the contractor policy for handling a positive drug report from MOST on a current employee.
- c) The union and the contractor random screening policy requirements for an approved single jobsite, as follows:
  - 1) Frequency of the random drug and alcohol screenings
  - 2) Percentage of workforce to be tested each time.
  - 3) Name of company representative approved to receive drug-screening results, both negative and positive.
- d) The union and the contractor post-accident/incident policy requirements.

SIGNED:

FOR THE PARTY OF THE FIRST PART:

INSULATION CONTRACTORS ASSOCIATION OF NEW ENGLAND



PAUL CAMARA, Chairman



PAUL BIZZOZERO



STEPHEN JOHNSON

DATE: 8/29/20

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



JAMES R. LISTER, Business Manager



JEFFREY W. SALIBA, Business Agent



WAYNE ORTIZ, President

DATE: 8/29/20