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Title: **Mechanical Contractors Association of Connecticut, Inc. and United Association of Journeymen & Apprentices of the Plumbing & Pipefitting Industry of the United States & Canada (PPF), Local Union 777 (2002)**

K#: **8651**

Employer Name: **Mechanical Contractors Association of Connecticut, Inc.**

Location: **CT**

Union: **United Association of Journeymen & Apprentices of the Plumbing & Pipefitting Industry of the United States & Canada (PPF)**

Local: **777**

SIC: **1711**

NAICS: **23822**

Sector: **P**

Number of Workers: **3000**

Effective Date: **08/01/02**

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K 8651
3,000 workers

23 pp.

AGREEMENT

between

MECHANICAL CONTRACTORS ASSOCIATION OF CONNECTICUT, INC.

and

LOCAL NO. 777

of the

United Association of Journeymen and Apprentices

of the

Plumbing and Pipe Fitting Industry of the United States and Canada

8/1/2002 – 7/31/2006

2002 - 2006

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LOCAL 777
STANDARD FORM OF AGREEMENT
2002 TO 2006 LABOR AGREEMENT

It is mutually understood that the public can best be served and progress maintained and furthered in the Plumbing and Pipe Fitting Industry only if there is a sound, reasonable and harmonious working arrangement between the Employer and Employee. This Agreement, therefore, is made and entered into by and between the MECHANICAL CONTRACTORS ASSOCIATION OF CONNECTICUT, INC. (MCAC), (hereinafter referred to as "Association"), acting for and on behalf of its members and other contractors represented by the Association (such members and contractors hereinafter referred to as "Employers"), and LOCAL UNION NO. 777 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada (hereinafter referred to as "Union").

ARTICLE I
RECOGNITION

Section 1.1 The Association and Employers hereby recognize Local Union 777 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada as the sole and exclusive bargaining representative for all their employees performing any work covered by this Agreement and employed by the Employer in the area described in Article II.

Section 1.2 The Union and employees hereby recognize the MCAC Association as the sole and exclusive bargaining representative for all of its Employer members and for those non-member contractors that have furnished the Association with collective bargaining authorizations.

ARTICLE II
GEOGRAPHICAL JURISDICTION

Section 2.1 The jurisdictional area covered by this Agreement is the same territorial jurisdiction allocated to the Local Union by the United Association.

ARTICLE III
TRADE OR WORK JURISDICTION

Section 3.1 This Agreement covers the rates of pay, hours and working conditions of all employees engaged in the installation of all plumbing and/or pipe fitting systems and component parts thereof, including fabrication, assembling, erection, installation, testing, balancing, dismantling, repairing, reconditioning, adjusting, altering, servicing and handling, unloading, distributing, tying on and hoisting of all piping materials, by any method, including all hangers and supports of every description and all other work included in the trade jurisdiction of the United Association, as defined in the current Constitution of the United Association.

Section 3.2 Where this Agreement includes another work classification or other classifications, the following provisions can be incorporated as Section 3.2.

Section 3.3 Equipment used on building and construction work in conjunction with the work of the trade, as a time and labor saving device, shall be operated by any employees covered by this Agreement.

Section 3.4 The operation of pumps, air compressor and welding machines when used in conjunction with work covered by this Agreement shall be done by any employees covered by this Agreement. The testing and balancing of all plumbing and pipe fitting systems or component parts thereof shall be done by any employee covered by this Agreement.

Section 3.5 It is understood that the settlement of jurisdictional disputes with other Building Trades organizations shall be adjusted in accordance with the procedure established by the Impartial Jurisdictional Disputes Board of any successor agency.

Section 3.6 It is understood that a trade or craft dispute in a United Association local union or between two or more United Association local unions shall be adjusted and decided in accordance with the procedure established in the current Constitution of the United Association.

Section 3.7 There shall be no work stoppage because of jurisdictional disputes.

ARTICLE IV
UNION SECURITY

Section 4.1 All employees, members of the Union, now in the employ of the Employer shall remain members in good standing in the Union during the term of this Agreement. All employees covered by this Agreement, hereinafter employed by the Employer, shall become members of the Union on the earliest date provided by applicable Federal Law after their employment, or date of the Agreement, whichever is later, and shall remain members of the Union in good standing during the term of this Agreement.

In interpreting good standing, an Employer shall not discharge any employee for non-membership in the Union: (a) If he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (b) that the Employer has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership. Where the Union requests the discharge of any employee pursuant to this Section, the Union shall, if requested, provide information substantiating that an employee has failed to comply with the membership requirements of this Section.

Section 4.2 Whenever and to the extent that Article IV of this Agreement establishing Union membership as a condition of employment is or becomes inapplicable by reason of the law of any state, all journeypersons and apprentices or other classification now in the employ of the Employer or hereinafter employed by the Employer shall have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall cause or attempt to cause any discrimination against any journeyperson or apprentice or other classification as regards such matters.

Should an employee choose not to become or remain a member of the Union, he shall, as a condition of continued employment, pay to the Union as support to and compensation of the Union in exchange for representation by the Union an amount of money equal to that paid by other employees who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues and its general uniform assessments. All employees, members of the Union, now in the employ of the Employer, shall commence such payments the day following the date of their withdrawal from the Union and shall continue such payments during the term of the Agreement. All employees, hereinafter employed by the Employer, shall commence such payments on the earliest date provided by applicable Federal Law for requiring Union membership after employment or the date of the Agreement, whichever is later, and shall continue such payments during the term of this Agreement. (This clause shall be effective only in those states permitting payment of fees or charges to a labor organization.)

Section 4.3 Either party to this Agreement shall have the right to reopen the negotiations pertaining to Union Security in the event that the Federal Laws applicable thereto have been changed by giving the other party thirty (30) days written notice.

Section 4.4 Authorized representatives of the Union shall have access to jobs where employees covered by this Agreement are employed, provided they do not unnecessarily interfere with the employees or cause them to neglect their work; and further provided such Union representative complies with customer rules.

ARTICLE V
REFERRAL AND HIRING PROCEDURE

Section 5.1 In the referral of applicants, the Employer shall be the sole judge of the number of employees required.

Section 5.2 The Employer agrees to be bound by the referral practices of the Agreement.

Section 5.3 The Employer shall give the union equal opportunity with all other sources to refer competent, skilled and licensed journeypersons, apprentices, and/or other classified employees. On jobs with over ten (10) people, not including foremen, the next journeyperson hired (#11) will be through the agents at Local 777 from their out of work list. The twelfth (12th) person may be hired from Local 777 using their out of work list or through solicitation or transfer from another job of the companies. This one to one provision will continue for all subsequent hiring on that project. Layoff sequence of personnel is completely at the discretion of the company. To the best of its ability, the union will refer personnel qualified for work for which they were requested. Journeypersons have the right to solicit their own job within the territorial jurisdiction of the union. The parties agree that any issue regarding the abuse of the foreman classification (the ten (10) person rule) will be subject to resolution through the grievance procedure of this collective bargaining agreement.

Section 5.4 The Employer shall notify the Union in writing, by FAX or first class mail, on a weekly basis, of all bargaining unit members hired or laid off during the preceding week.

Section 5.5 The selection of applicants for referral to jobs shall be on a legal, nondiscriminatory basis.

Section 5.6 The Employer shall be the sole judge of the competency of any applicant for employment. The Employer shall retain the right to reject in writing any applicant referred by the union.

Section 5.7 Apprentices and the administration of the local apprenticeship system shall be governed by the terms and procedures established by the Joint Apprenticeship Committee.

Section 5.8 The Union agrees, to the best of its ability to furnish to the Employer, at all times duly qualified journeypersons, apprentices and/or other classified Employees in a sufficient number, as determined by the Employer, necessary to properly execute the work contracted by the Employer in the manner and under the terms specified in this agreement.

Section 5.9 *If, upon request, the Local Union is unable within forty-eight (48)* hours; Saturdays, Sundays and holidays excluded, to supply journeypersons, apprentices, and other classifications, the Employer may secure journeypersons, apprentices and other classifications, from any other source.

Section 5.10 It is agreed that with regard to the testing for drugs and/or alcohol, that the current "Policy of Building and Construction Trades Department, AFL-CIO", be adopted as part of this Agreement; a copy of the September 1989 Policy is shown as Appendix A.

ARTICLE VI
MANAGEMENT RIGHTS

Section 6.1 *It is the intent of all parties to this Agreement that the employee will* furnish a full, fair day's work for a day's pay.

Section 6.2 Management shall be the sole determiner of the size and composition of the work force. Management shall have the prerogative of controlling its operations, introducing new or improved methods or facilities and changing methods or facilities, subject to the limitations set forth in this Agreement.

Section 6.3 The Union shall not sanction any employee performing any plumbing, heating, cooling or pipe work after his regular hours for other than his current employer.

ARTICLE VII
EMPLOYEE BENEFIT FUNDS

Section 7.1 As part of the compensation due employees for work performed under this Agreement, the Employer shall make payments to the respective Local 777 Fringe Benefit Funds; Annuity Fund, Health and Welfare, National Pension, State Pension, Joint Apprentice Training Fund and Industry Fund, for each hour worked by each employee whose work is covered by this Agreement in the amounts specified in Article XI, Economic Package and other contributions of the Agreement.

Section 7.2 Notwithstanding the provisions of Section 7.1 above, and Article XI, in the event the Trustees of Connecticut Pipe Trades Health Fund, Local 777 determine the need for an increase in the hourly contribution to the Fund during the term of this Agreement, the Employer and Union agree to engage in mid-contract negotiations and to bargain in good faith over said increase in contributions.

Section 7.3 The Employer shall comply with all terms and provisions of each Trust Agreement establishing the respective Employee Benefit Funds and shall comply with all uses and regulations promulgated by the Trustees of the Funds.

The Association and the Union and all other Employers covered by this Agreement agree to be bound by all of the terms of the Trust Agreements creating the Annuity Fund, Health & Welfare, National Pension, State Pension, and Joint Apprentice Training Committee and any other jointly administered fringe benefit funds established pursuant to Section 302 of the Labor-Management Relations Act, as amended, and by all of the actions and rules of the Trustees administering such funds in accordance with the Trust Agreements and regulations of the Trustees, provided that such Trust Agreements, actions, regulations and rules shall not be inconsistent with this Agreement. Each Employer covered by this Agreement hereby accepts as Trustees the Trustees appointed under and in accordance with such Trust Agreements. The Employer and the Union hereby ratify all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 7.4 On or before the 10th day of each calendar month, the Employer shall prepare and transmit to the Fund Manager of the Employee Benefit Funds a report showing the number of hours worked and gross wages, by each employee covered by this Agreement during the payroll periods ending in the preceding calendar month. Said report shall include the social security number of each employee. The report shall be in such form as shall be prescribed by the trustees of Employee Benefit Funds.

Section 7.5 Upon proper notification that a contributing employer is delinquent in any benefit contribution payment required under this Agreement, for a period of two (2) months, the Union shall be authorized to remove the employees from the job or ship or any such Employer notwithstanding the provisions of Article XIV, Section 14.1 of this Agreement.

If so determined by the Trustees of any Fund, any employer who has not been signatory to this Agreement and any prior agreement for two (2) consecutive years, or any employer whose employees have been removed in accordance with Article VII, Section 7.5, or any employer who has been determined as a habitual and chronic delinquent by the Trustees of any Fund, may be required to furnish a payment bond or cash deposit in a sufficient amount to protect the Funds. The total amount of the bond or bonds to be posted or cash to be deposited shall equal

480 hours multiplied by the total of the contributions to all funds (including Industry and Work Assessment) required by this Agreement for each employee employed by the Employer.

Section 7.6 Contractors will send one check to one location for all funds for disbursement to individual funds.

ARTICLE VIII
WORK RULES AND MISCELLANEOUS PROVISIONS

Section 8.1 The following working rules are applicable to all work covered by this Agreement:

(a) The selection of foreman shall be entirely the responsibility of the Employer, it being understood that, in the selection of such foreman, the Employer will select from qualified persons available in the local. Foreman shall take orders from individuals designated by the Employer. A minimum amount of 8% per hour over journeyperson scale will be paid for all foremen.

(b) There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trade. There shall be no restriction on efficient use of manpower other than as may be required by safety regulations.

(c) Security procedures for control of equipment and materials are solely the responsibility of the Employer. Employees may be issued, sign out for and have responsibility for the control of tools.

(d) Workmen shall be at their place of work at the starting time and shall remain at their place of work performing their assigned functions under the supervision of the Employer until the quitting time. The parties reaffirm the policy of a fair day's work for a fair day's wages.

(e) Practices not a part of the terms and conditions of collective bargaining agreements will not be recognized.

(f) Slowdowns, stand-by crews and featherbedding practices will not be tolerated.

(g) A job steward shall be a working Journeyperson, appointed by the Business Manager or Business Agent of the Local Union who shall, in addition to his work as a Journeyperson, be permitted to perform during working hours such of his union duties as cannot be performed at other times, it being understood and agreed that the steward's duties shall not include any matters relating to referral, hiring and termination or disciplining of the employees. The Steward shall not be fired or laid

off until the Business Manager or Agent is contacted and the matter discussed with him.

(h) There shall be no illegal strikes, work stoppages or lockouts.

(i) It is agreed that overtime is undesirable and not in the best interest of the industry or the craftsmen. Therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances demand overtime, such overtime will be kept at a minimum.

(j) If the Employer so elects, he may work shift work at a rate negotiated in this Agreement. The Employer shall determine the crafts and number of men to be assigned to each of the shifts as established.

(k) All employees will be provided a morning break of 15 minutes between 9:00 and 10:30 a.m. at the employee's workstation and a 15-minute break anytime after the first hour of scheduled overtime is being worked. The site management will determine the appropriate time for the break. Lunch break will be 30 minutes between 11:30 a.m. and 1:00 p.m. Pick-up/Clean-up time will be 15 minutes prior to close of shift.

(l) Where no reasonable parking is provided and employees must pay for parking they will be reimbursed for up to $5.00 per day with a validated parking receipt. The parking distance to a job site will be within a reasonable walking distance of no longer than 1/3 of a mile.

Section 8.2 **An employee, after being hired and reporting for work at the regular starting time and for whom no work is available, shall receive pay for two (2) hours at the basic straight time hourly rate of wages, unless he has been notified before leaving his home not to report. Exceptions, however, shall be when strike conditions make it impossible to put such an employee to work, or when stoppage of work is occasioned thereby, or when an employee leaves work of his own accord. When conditions set forth in this paragraph occur on an overtime day, or on shift work, the premium rate shall be paid.**

Section 8.3 **An employee reporting for work at the regular starting time at a shop or job, and for whom no work is available due to weather conditions, will receive two (2) hours pay for reporting time. To be eligible to receive such reporting pay, the employee must check in at the job or shop at the regular starting time and remain there for two (2) hours. In order to qualify for the pay provided for in this Article, the employee must remain on the job available for work during the period of time for which he receives pay unless released sooner by the Employer's principal supervisor. After starting to work and work is stopped because of weather conditions, the employee shall receive pay for the actual time on the job but, in no event, less than two (2) hours. The Employer shall have sole**

responsibility to determine availability of work due to weather conditions. When the conditions set forth in this paragraph occur on an overtime day, or on shift work, the premium rate shall be paid.

Section 8.4 When an Employer considers it necessary to shut down a job to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee, in such cases employees will be compensated only for the actual time worked.

Section 8.5 It is mutually agreed that employers shall provide reasonable accommodations including access to clean tempered drinking water, clean toilet facilities (temporary or permanent) and on projects with crews in excess of 15 employees, adequate heated areas for changing and eating lunch.

Section 8.6 In the event an employee is issued safety equipment (i.e. glasses, hard hats, appropriate gloves for the task, fall protection) and proper training required is given, the employee is expected to take personal responsibility in caring for and utilizing said equipment. Welders will have the recognized industry standard safety equipment (i.e. face masks, appropriate gloves for the task, sleeves, etc.) made available to them while performing welding functions.

Section 8.7 Both parties agree to encourage and aggressively undertake programs to train a reasonable percentage of the membership in "foreman", "safety" and "specialty programs" jointly presented through the JATC and Labor/Management.

Section 8.8 Jury duty pay shall be consistent with the intent and language of C.G.S. Section 51-247.

ARTICLE IX
HOURS OF WORK, OVERTIME AND SHIFT WORK

Section 9.1 Workday--Eight (8) hours shall constitute a regular workday, unless otherwise agreed.

Section 9.2 Workweek--The workweek will be from 6:00 a.m. Monday to 6:00 p.m. on Friday.

Section 9.3 Overtime--Time and one-half shall be paid in excess of an eight (8) hour workday or a forty- (40) hour workweek. Overtime on Sunday or a Holiday shall be paid at two (2) times the appropriate hourly rate. In addition, all hours in excess of ten (10) hours on Monday through Saturday shall be paid at two (2) times the appropriate hourly rate.

Section 9.4 When two (2) or three (3) shifts are worked, the first day or day shift shall be established on an eight (8) hour basis, paid for eight hours; the second shift shall be established on a eight (8) hour basis, paid at 10% over journeypersons scale; and the third shift shall be established on a eight (8) hour basis, paid at 12% over journeypersons scale. When shift work is performed it must continue for a period of not less than three (3) consecutive workdays.

Section 9.5 Special hours of overtime work and shift work. The provisions of Appendix A, Article IX are to be applied on a job by job basis with prior approval of the Business Manager of Local 777. Flexibility and creativity may be necessary when creating shifts.

1. Four (4) - Ten (10) hour workdays at straight time;

2. After 5:00 p.m. shift -- A straight time shift may be structured with any number of persons as long as supervisory formula applies. This shift may start after 4:00 p.m. any day and does require three (3) continuous workdays. The normal 24 hour day period shall be from 12 midnight to the following 12 midnight. The Master Agreement overtime formula shall apply when an employee works more than any eight- (8) hour period during a day or on Saturday or Sunday and Holidays. This Article could apply to remodel; retrofit or tenant finishes in occupied building.

3. Special shift (occupied buildings) -- Upon request of the Employer, a special night shift may be established in occupied buildings without shift pay differential. Occupied buildings means an area where people are working or the work to be done cannot be performed during regular working hours.

ARTICLE X
*RECIPROCITY

Section 10.1 It is the intent and purpose of this section that fringe benefit contributions on behalf of key employees shall be paid to the fringe benefit funds of their home local unions and the funds of the local in whose jurisdiction the key employee is employed. When an Employer subject to this Agreement, whose principal place of business is within the geographical jurisdiction of the Agreement, sends a key employee represented by the Union to a job outside the area covered by this Agreement, the employee shall be paid the total economic package of the local union in whose jurisdiction he is working or of the Union party to this Agreement, whichever is higher. The fringe benefit contributions for such key employee shall be those specified in this Agreement and shall be paid on behalf of such key employee by the Employer to fringe benefit funds set forth in this Agreement. When an Employer who is subject to this Agreement, whose principal place of business is outside the geographical jurisdiction of this Agreement, brings in a key

employee to a job in the area covered by this Agreement, the key employee shall be paid the total economic package of the Union party to this Agreement or of his home local union, whichever is higher. The fringe benefit contributions for such a key employee shall be those specified in the agreement of his home local union and shall be paid on behalf of such key employee by the Employer to the fringe benefit funds set forth in the agreement of his home local union.

* Refer to the United Association for continuity and update.

ARTICLE XI
ECONOMIC PACKAGE AND OTHER CONTRIBUTIONS
EFFECTIVE 8-1-02 THRU 7-31-2006

(ALL RATES OF PAY AND CONTRIBUTIONS ARE IN DOLLARS PER HOUR)

Section 11.1

JOURNEYPERSONS
Effective 8-1-02

Wages	$ 28.77
State Pension	2.30
National Pension	2.55
Health Fund	3.90
Annuity Fund	2.10
Apprentice Fund	.36
Industry Fund	.27
ITF	.05
Total Package	$ 40.30

JOURNEYPERSONS
Effective 8-1-03

Wages	$ 30.47
State Pension	2.40
National Pension	2.80
Health Fund	4.20
Annuity Fund	2.20
Apprentice Fund	.41
Industry Fund	.27
ITF	.05
Total Package	$42.80

JOURNEYPERSONS
Effective 8-1-04

Wages	$ 32.42
State Pension	2.50
National Pension	2.80
Health Fund	4.50
Annuity Fund	2.30
Apprentice Fund	.46
Industry Fund	.27
ITF	.05
Total Package	$ 45.30

JOURNEYPERSONS
Effective 8-1-05

Wages	$ 34.17
State Pension	2.60
National Pension	2.80
Health Fund	4.75
Annuity Fund	2.40
Apprentice Fund	.51
Industry Fund	.27
ITF	.05
Total Package	$ 47.55

Section 11.2 APPRENTICES

(S=STATE PENSION; N=NATIONAL PENSION)

EFFECTIVE AUGUST 1, 2002

APPRENTICES	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR	5TH YEAR
WAGES	45%	55%	65%	75%	80%
"S" PENSION	-0-	1.15	1.15	1.15	1.15
"N" PENSION	-0-	1.28	1.28	1.28	1.28
HEALTH	3.90	3.90	3.90	3.90	3.90
ANNUITY	-0-	.35	.44	.53	.57
APPRENTICE	.36	.36	.36	.36	.36
INDUSTRY	.27	.27	.27	.27	.27
ITF	.05	.05	.05	.05	.05

EFFECTIVE AUGUST 1, 2003

APPRENTICES	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR	5TH YEAR
WAGES	45%	55%	65%	75%	80%
"S" PENSION	-0-	1.20	1.20	1.20	1.20
"N" PENSION	-0-	1.40	1.40	1.40	1.40
HEALTH	4.20	4.20	4.20	4.20	4.20
ANNUITY	-0-	.41	.51	.61	.65
APPRENTICE	.41	.41	.41	.41	.41
INDUSTRY	.27	.27	.27	.27	.27
ITF	.05	.05	.05	.05	.05

EFFECTIVE AUGUST 1, 2004

APPRENTICES	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR	5TH YEAR
WAGES	45%	55%	65%	75%	80%
"S" PENSION	-0-	1.25	1.25	1.25	1.25
"N" PENSION	-0-	1.40	1.40	1.40	1.40
HEALTH	4.50	4.50	4.50	4.50	4.50
ANNUITY	-0-	.47	.58	.69	.73
APPRENTICE	.46	.46	.46	.46	.46
INDUSTRY	.27	.27	.27	.27	.27
ITF	.05	.05	.05	.05	.05

EFFECTIVE AUGUST 1, 2005

APPRENTICES	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR	5TH YEAR
WAGES	45%	55%	65%	75%	80%
"S" PENSION	-0-	1.30	1.30	1.30	1.30
"N" PENSION	-0-	1.40	1.40	1.40	1.40
HEALTH	4.75	4.75	4.75	4.75	4.75
ANNUITY	-0-	.53	.65	.77	.81
APPRENTICE	.51	.51	.51	.51	.51
INDUSTRY	.27	.27	.27	.27	.27
ITF	.05	.05	.05	.05	.05

Section 11.3 Holidays

There is one paid Holiday (Labor Day). Labor Day will be paid provided the employee has worked for that contractor the ten- (10) working days immediately prior to the holiday. Other holidays to be celebrated include New Years Day, Good Friday, Memorial Day, July 4, Thanksgiving and Christmas Day. If a holiday falls on Sunday, it will be celebrated on Monday. If a holiday falls on Saturday, it will be celebrated on Friday.

At no time will premium time be paid on premium time.

Section 11.4 Each Employer covered by this Agreement shall pay to MCAC the sum of $.27 per clock hour worked by and for employees covered by this Agreement. Industry Promotion Funds shall only be used to finance such vital construction industry programs as manpower training, safety research, public relations, education and the promotion of good relations with owners and governmental contracting agencies. Payments shall be received by the 10th of each month following the month for which payment is being made. All payments made to this Fund shall be subject to all of the rules, policies and procedures of this Agreement, as well as any rules, policies and procedures adopted by the Trustees. Failure to pay the Industry Fund shall subject an Employer to Article XV of the Agreement.

If an Employer fails to make contributions to the MCAC within twenty (20) days after the date required by this Agreement, the MCAC shall have the right to take whatever steps are necessary to secure compliance with this provision of the Agreement, and the Employer shall be liable for all costs for collecting the payments due together with attorneys' fees and such late payment fees as may be assessed by the MCAC Board of Directors.

It is expressly understood and agreed that no Employee, Employer, or Union has any vested or proprietary interest in or right to any sum constituting a part of the

MCAC, and that no direct benefit is conferred upon or derived by any employees from the fund.

Section 11.5 Dues Checkoff. In accordance with the terms of the individual and voluntary written authorization for checkoff of membership dues in form permitted by the provisions of Section 302 (c) of the Labor Management Relations Act, as amended, the Employer agrees to deduct 3 percent of weekly gross wages of each employee covered by this Agreement who signs such authorization, an amount as directed by the authorization card as union dues.

Section 11.6 All monies collected for union dues by the Employer shall be held in trust by the Employer until paid to Local 777, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada. The union dues, which are deductible, shall be paid monthly by the 10th day of the month following the month in which they were deducted.

Section 11.7 Credit Union. Employees may have payroll deductions made to one central depository. The deduction amount may only be changed on a quarterly basis.

Section 11.8 Political Action Check-off. Each Employer agrees to deduct the sum of $0.01 per hour for each hour worked, from the wages of those employees who authorize the deduction of this amount as a political action contribution, by signing a check-off authorization card obtained by the Local. This amount shall be transmitted to the Fund Office on a monthly basis and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each such employee. These contributions are voluntary in nature and will be transmitted by the Local Union to an affiliated political action committee.

ARTICLE XII
TERMINATION, PAYDAY AND ACCOUNTABILITY

Section 12.1 Upon termination, the Employer will make out a notice of termination slip setting forth the reason for termination, giving one copy to the employee, and one copy for the Employer's file.

Section 12.2 Each Employer shall pay his employees on or before seven (7) days after the end of each payroll period. When employees are laid off or discharged, they shall be paid in full at the time of termination of employment. If an employee quits, he will be paid in full at the end of the next regular pay period. All contractors will be required to have access to banks with Connecticut Branches within a reasonable vicinity of the jobsite.

Section 12.3 The employee will account for all tools, issued properties and materials belonging to the Employer upon termination of employment.

Section 12.4 Employees may be fired only for just cause and may appeal the firing through the Grievance and Arbitration procedure in Article XV.

ARTICLE XIII
FABRICATION

Section 13.1 All pipes may, at the option of the Employer, be fabricated on the job or in a shop by journeyperson employees, who are covered by a Local 777 Agreement.

ARTICLE XIV
NO STRIKE, NO LOCKOUT

Section 14.1 During the term of the Agreement, each of the signatory parties agrees that there will be no strikes, work stoppages or lockouts by members of the Union or by the Employer over disputes over the terms and conditions of this Agreement, provided, however, the Union may strike where an Employer fails to pay wages in full and on time or the Union has been advised by the administrative officer of the fringe benefit funds in accordance with all applicable sections under Article VII that an Employer is delinquent in the payment of fringe benefits. It shall not be a violation of the Agreement or of the no strike clause if members of the union refuse to cross any lawful picket line.

Section 14.2 This no strike, no lockout commitment is based upon the agreement by both parties to be bound by the grievance and arbitration provisions of this Agreement.

ARTICLE XV
GRIEVANCE AND ARBITRATION PROCEDURE

Section 15.1 In the event of any dispute between parties of this Agreement as to the rights and/or obligations under this Agreement, a representative of Local 777 and a representative of the Employer shall be immediately notified. Every effort possible shall be made by these individuals to meet and settle the dispute within eight (8) working days; thereafter the subsequent provisions of this Article are invoked.

Section 15.2 In the event that a dispute is not settled under the provisions of section 15.1, the dispute shall be referred to the Joint Grievance Committee composed of three (3) representatives appointed by the union and three (3) representatives appointed by the Association. Said Committee shall meet within five (5) working days following receipt of written notice to the Union and to the Association from either of the parties to the dispute. The Committee shall issue a decision within five (5) working days following its meeting. A unanimous decision of the Joint Grievance Committee is final and binding on the parties.

Section 15.3 (a) The Union or the Employer may appeal any non-unanimous decision of the Joint Grievance Committee or any grievance the Committee fails to act on within five (5) working days, by submitting such grievance to binding arbitration by notifying the other party and the affected Employer in writing to that effect. Such impartial arbitrator shall be selected from a list of five (5) arbitrators to be furnished by the Federal Mediation and Conciliation Service, said selection to be effected by the parties alternatively striking names from such list and the person whose name remains on the list after four (4) having been so stricken shall be the impartial arbitrator. Such selection of the impartial arbitrator shall be effected within five (5) working days after receipt of the list from the Federal Mediation and Conciliation Service or The American Arbitration Association or Connecticut State Arbitration Board as mutually agreed upon.

(b) The decision or award of the impartial arbitrator shall be final and binding upon all parties. The impartial arbitrator shall have no authority to add to, subtract from or modify the terms of this Agreement.

(c) Each party to this Agreement shall bear the expenses of preparing and presenting its own case. The fees and expenses of the arbitration shall be borne equally by the parties hereto. Any stenographic record or transcript shall be paid for by the party or parties ordering the transcript.

Section 15.4 A grievance, which must be submitted in writing, shall be considered null and void if not brought to the attention of the Employer within ten (10) working days.

ARTICLE XVI
DURATION, TERMINATION AND RENEWAL OF AGREEMENT

Section 16.1 This Agreement, which is in force and effect until midnight, July 31, 2006, shall automatically renew itself for an additional period of one (1) year from the termination date hereof unless either party serves written notice upon the other sixty (60) days prior to its expiration date requesting that it be amended or terminated. The other party shall reply to any demands or requests contained in such notice at least thirty (30) days prior to the expiration date of this Agreement.

In the event that such notice is given by the Union, the same shall also constitute the sixty- (60) day strike notice required by the Taft-Hartley Act.

Section 16.2 If a timely notice has been served by either party in accordance with section 16.1 and local facilities to resolve disputes over wages, hours and working conditions have failed to produce a settlement, the Union and the Association agree to submit the dispute to the Industrial Relations Council for the Plumbing and Pipe Fitting Industry (IRC). The decision of the IRC shall be final and binding on the Union and the Association. Pending the IRC's final decision, all terms and conditions of this Agreement shall continue in full force and effect.

ARTICLE XVII
LENGTH AND PURPOSE OF AGREEMENT

Section 17.1 This Agreement made this August 19, 2002 shall be effective from August 1, 2002 to July 31, 2006.

Section 17.2 The purpose of this Agreement is to establish the wages, hours and other conditions of employment, and to establish rules and procedure for the settlement of disputes and differences between the parties and to secure at all times a sufficiency of skilled journeymen, apprentices, or other classifications which are covered by this Agreement, so that the Employer may have sufficient capable employees and the employees may have as much continuous employment as possible, thereby preventing waste and unnecessary expenses, annoyance or delay caused by strikes lockouts or other labor-management disputes.

ARTICLE XVIII
OTHER AGREEMENTS

Section 18.1 No Contractor bound hereunder shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other contractors employing persons presented by the Union performing such similar work in the same jurisdiction, except as provided in this Article.

Section 18.2 Where the United Association makes an agreement with a National Contractor which is applied on a particular job, no signatory Contractor on that job shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to the National Contractor; but the terms and conditions of the National Agreement shall not apply elsewhere in this jurisdiction.

Section 18.3 Greenwich Housing Agreement.

ARTICLE XIX
SUBCONTRACTING

Section 19. **The Employer agrees that he will not subcontract or sublet out any work covered in Article III to be performed at the site of the construction, repair or alteration unless the Employer to whom the work is subcontracted or sublet is signatory to a UA Agreement.**

APPENDIX "A"
PRE-HIRE TESTING OF APPLICANTS FOR EMPLOYMENT

It is the policy of the Building and Construction Trades Department, AFL-CIO, that testing for drugs and/or alcohol, will be allowed provided, however, that any such chemical testing shall be conducted under generally accepted scientific procedures to ensure the validity and accuracy of such tests.

***In the case of "positive" results of any test, the affected applicant for employment* shall be so advised by the Contractor's medical personnel, on a confidential basis, prior to the reporting of the results to the Contractor, and the applicant shall have the right to discuss and explain the results, including the right to advise the Contractor's medical personnel of any medication prescribed by his/her own physician, which may have affected the results of the test. This information, too, shall remain confidential between the applicant and the medical personnel. The applicant for employment shall also have the right to his/her sample independently retested by a laboratory of his/her choice and at his/her expense. If the independent retest is "negative", the applicant should be allowed to begin work immediately and to be reimbursed for the cost of the independent test.**

No applicant for or in employment shall be required to sign any waiver limiting liability of the employer, owner/client, testing lab, or any person involved in the chain of custody of the specimen.

All medical personnel, the contractor, supervisors, owner/client, laboratory/testing facility and all other personnel and agents shall adhere to the American Occupational Medical Association's Code of Ethical Conduct for Physicians Providing Occupational Medical Services (adopted by the Board of Directors of AOMA July 23, 1976 and AOMA Drug Screening in the workplace ethical guidelines July 26, 1986).

THIS AGREEMENT SHALL BE EFFECTIVE FROM AUGUST 1, 2002 TO MIDNIGHT JULY 31, 2006

Signed and subscribed to this 19th day of August, 2002.

United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO

FOR MCAC

FOR LOCAL UNION 777

I, THE UNDERSIGNED, HEREBY ACCEPT AND AGREE TO BE BOUND BY THE FOREGOING AGREEMENT, AS AN AGREEMENT BETWEEN MYSELF AND/OR THE COMPANY FOR WHICH I AM DULY AUTHORIZED TO ACT, AND THE UNION, COVERING THE EMPLOYMENT OF EMPLOYEES REPRESENTED BY THE UNION, AND IN CONSIDERATION THEREOF, THE UNION AGREES TO ACCEPT ME AND/OR THE COMPANY AS AN EMPLOYER UNDER THE TERMS OF THE AGREEMENT.

COMPANY NAME: _____

BUSINESS ADDRESS: _____

_____

PHONE: _____ FAX: _____

SIGNATURE: _____ DATE SIGNED: _____

PRINTED NAME
OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

SPECIAL MARKET RECOVERY ADDENDUM "A"
TO CONTRACT BETWEEN LOCAL 777 AND MCAC

1. The terms and conditions of this collective bargaining agreement between the Mechanical Contractors Association of Connecticut, Inc., and Local 777 United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, dated August 19, 2002, and any successor thereto shall be applied to Plumbing, Heating, Air Conditioning, and Piping, to be performed on the following types of construction which does not exceed $1,000,000 for all work within the trade jurisdiction of the Local Union of the job site where open shop general and/or mechanical contractors competition exist on Commercial, Industrial, and Institutional facilities. Prevailing rate work is excluded from the agreement.

Under Local 777 jurisdiction, subject to the following modifications:

2. The wage rate for journeypersons employed for the above-described construction shall be the below-posted wage per hour plus full fringe benefits.

Effective August 1, 2002, $25.80 plus benefits; August 1, 2003, $27.33 plus benefits; August 1, 2004, $29.09 plus benefits; August 1, 2005, $30.66 plus benefits with $4.40 being subsidized and reimbursed monthly by Local 777.

Should the Local at anytime be unable to subsidize the $4.40, Special Addendum "A" will than revert back to a total package of $32.53.

3. Plumbing, Heating, Air Conditioning, as used in this agreement, is limited to work where the cost of material and labor for such work does not exceed $1,000,000 for a single project, excluding the cost of Sheet Metal and related equipment, Insulation, Balancing, Electric Controls, Fire Sprinklers, Excavation, Rigging and Electrical Wiring. It is the intent of the parties that no single project exceeding $1,000,000 shall be performed under this Agreement.

4. This agreement shall be limited to midnight, July 31, 2006 or may be extended for the length of a specific project being completed, whichever is applicable, and/or may be renewed by mutual agreement between the parties at anytime.

5. It is the responsibility of the Contractor to notify UA Local 777 and the Mechanical Contractors Association of Connecticut (MCAC) offices in Hamden of his intention to bid a job under provisions of this addendum. The Contractor shall be required to submit the following information to the two sources cited above by facsimile transmission (FAX) or mail:

(a) Names and addresses (city or town) of known non-union (open shop) general contractors or mechanical contractors who are expected to bid the job.

(b) Approximate value of the contract.

(c) It is understood that the burden of proof for items (a) and (b), above, rests with the Contractor. He must obtain the information and submit it to Local 777 and MCAC by FAX or mail prior to bidding the job.

FOR MCAC	FOR LOCAL 777
Robert Jermer	James Jerbard
John A Barrasso	Joseph Carr

COMPANY _____ **TITLE** _____

ADDRESS _____

_____ **DATE** _____

PHONE _____ **SIGNATURE** _____