



Cornell University  
ILR School

### BLS Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the BLS Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/blscontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

**Contract Database Metadata Elements** (for a glossary of the elements see -  
<http://digitalcommons.ilr.cornell.edu/blscontracts/2/>)

Title: **Mechanical Contractors Association of Eastern Pennsylvania, Inc. (Residential Construction Agreement) and United Association of Journeymen & Apprentices of the Plumbing & Pipe Fitting Industry of the United States and Canada (PPF), AFL-CIO, Local 690 (1999) (MOA)**

K#: **8736**

Employer Name: **Mechanical Contractors Association of Eastern Pennsylvania, Inc. (Residential Construction Agreement)**

Location: **PA Philadelphia**

Union: **United Association of Journeymen & Apprentices of the Plumbing & Pipe Fitting Industry of the United States and Canada (PPF), AFL-CIO**

Local: **690**

SIC: **1711**

NAICS: **23822**

Sector: **P**

Number of Workers: **1000**

Effective Date: **05/01/99**

Expiration Date: **04/30/03**

Number of Pages: **17**

Other Years Available: **N**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

K 8736  
1,000 written

**AGREEMENT  
FOR RESIDENTIAL CONSTRUCTION  
DATED MAY 1, 1999**

between

**MECHANICAL CONTRACTORS ASSOCIATION  
OF EASTERN PENNSYLVANIA, INC.**

and

**PLUMBERS LOCAL UNION NO. 690**

of the

**UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES  
OF THE PLUMBING AND PIPE FITTING INDUSTRY  
OF THE UNITED STATES AND CANADA**

**COVERING BERKS, BUCKS, CHESTER, DELAWARE, LEHIGH,  
MONTGOMERY, NORTHAMPTON AND  
PARTS OF CARBON AND LEBANON COUNTIES**

*Philadelphia area*

**EFFECTIVE  
MAY 1, 1999 UNTIL APRIL 30, 2003**



# TABLE OF CONTENTS

|  |   |
|--|---|
| <p><b>ARTICLE I</b> ..... Page 1</p> <p>SECTION 1 - Term of Agreement</p> <p>SECTION 2 - Geographic Jurisdiction</p> <p>SECTION 3 - Work Covered</p>   | <p><b>ARTICLE XI</b> ..... Page 7</p> <p>SECTION 1 - Limitations on Use of Industry Fund's Assets</p> <p>SECTION 2 - Purposes of Industry Fund</p> <p>SECTION 3 - Employer and Employee Interest in Fund</p>  |
| <p><b>ARTICLE II</b> ..... Page 1</p> <p>SECTION 1 - Regular Days and Hours of Work</p> <p>SECTION 2 - Overtime</p> <p>SECTION 3 - Shift Work</p> <p>SECTION 4 - Four Tens</p> <p>SECTION 5 - Reporting Pay</p> <p>SECTION 6 - Maintenance, Repair Work and Emergency Breakdowns</p>   | <p><b>ARTICLE XII</b> ..... Page 8</p> <p>Bonds to Assure Payments</p>  |
| <p><b>ARTICLE III</b> ..... Page 2</p> <p>SECTION 1 - Straight Time Rates of Pay</p> <p>SECTION 2 - Foremen's Rates of Pay</p> <p>SECTION 3 - Apprentices' Rates of Pay</p> <p>SECTION 4 - Apprentice Training Program</p> <p>SECTION 5 - Pay for Travel Time</p> <p>SECTION 6 - Time for Paying Wages</p> <p>SECTION 7 - Transportation Expenses</p>  | <p><b>ARTICLE XIII</b> ..... Page 8</p> <p>Employees' Use of Vehicles</p>   |
| <p><b>ARTICLE IV</b> ..... Page 3</p> <p>SECTION 1 - Efficiency of Operations</p> <p>SECTION 2 - Apprentices</p> <p>SECTION 3 - Safety: Tools and Equipment</p>  | <p><b>ARTICLE XIV</b> ..... Page 8</p> <p>SECTION 1 - Promotion of Better Workmanship</p> <p>SECTION 2 - Conference Committee</p> <p>SECTION 3 - Committee to Study Ways of Increasing Employment</p>   |
| <p><b>ARTICLE V</b> ..... Page 4</p> <p>Change Room</p>  | <p><b>ARTICLE XV</b> ..... Page 9</p> <p>Shop Steward</p>   |
| <p><b>ARTICLE VI</b> ..... Page 4</p> <p>SECTION 1 - Fabrication of Pipe - Tools</p> <p>SECTION 2 - Pipe Two Inches (2") and Under</p> <p>SECTION 3 - Responsibility for Work</p> <p>SECTION 4 - Subletting of Work</p> <p>SECTION 5 - Supplies</p>  | <p><b>ARTICLE XVI</b> ..... Page 9</p> <p>Connection to Pipe, Fixture or Appliance</p>  |
| <p><b>ARTICLE VII</b> ..... Page 5</p> <p>SECTION 1 - Who May Use Tools</p> <p>SECTION 2 - Safeguarding Work of Employees</p> <p>SECTION 3 - Work Preservation</p>   | <p><b>ARTICLE XVII</b> ..... Page 9</p> <p>SECTION 1 - Sources of Employees Other Than Apprentices</p> <p>SECTION 2 - Job Referrals, Classification of Employees, and Order of Preference</p> <p>SECTION 3 - Registration with Local Union Required</p> <p>SECTION 4 - Order of Referral</p> <p>SECTION 5 - Registrant's Right to Refuse Referrals</p> <p>SECTION 6 - Referred Employees Working Less Than Thirty Days</p> <p>SECTION 7 - Applicants Who Cannot Be Reached</p> <p>SECTION 8 - No Discrimination in Referrals</p> <p>SECTION 9 - Posting Copies of This Article</p> <p>SECTION 10 - Union Sole Administrator</p> |
| <p><b>ARTICLE VIII</b> ..... Page 5</p> <p>SECTION 1 - Union Membership</p> <p>SECTION 2 - Local Union Autonomy</p> <p>SECTION 3 - Union's Rights of Visitation</p>  | <p><b>ARTICLE XVIII</b> ..... Page 10</p> <p>Affirmative Action Program</p>   |
| <p><b>ARTICLE IX</b> ..... Page 5</p> <p>SECTION 1 - Employer Payments for Fringe Benefits</p> <p>SECTION 2 - Dues Check-Off Authorization</p> <p>SECTION 3 - Plumbers Local Union 690 Political Action Plan and Plumbers Local Union 690 Social Plan</p> <p>SECTION 4 - Due Dates of Payments and Reports</p> <p>SECTION 5 - Delinquency in Making Payment or Report</p> <p>SECTION 6 - Administration of Plans</p> | <p><b>ARTICLE XIX</b> ..... Page 10</p> <p>Drug-Free Work Place Rules</p>   |
| <p><b>ARTICLE X</b> ..... Page 7</p> <p>SECTION 1 - Rules Governing Apprenticeship and Training</p> <p>SECTION 2 - Powers of Apprenticeship Committee</p> <p>SECTION 3 - Actions of Apprenticeship Committee Not Subject to Arbitration</p>  | <p><b>ARTICLE XX</b> ..... Page 10</p> <p>"Most Favored Nation Clause"</p>  |
|  | <p><b>ARTICLE XXI</b> ..... Page 10</p> <p>Compliance with Existing Laws</p>  |
|  | <p><b>ARTICLE XXII</b> ..... Page 10</p> <p>Memoranda of Agreement</p>  |
|  | <p><b>ARTICLE XXIII</b> ..... Page 10</p> <p>SECTION 1 - Adjustment and Arbitration of Disputes</p> <p>SECTION 2 - Meetings of the Board</p> <p>SECTION 3 - No Strikes or Lockouts</p>  |

## LIST OF APPENDICES

|   |         |
|---|---------|
| APPENDIX A - Memorandum of Agreement..... | Page 13 |
| APPENDIX B - Memorandum of Agreement..... | Page 15 |

THIS AGREEMENT FOR RESIDENTIAL CONSTRUCTION, made and effective this 1st day of May, 1999, and amended and restated effective this 1st day of May, 1999 by and between MECHANICAL CONTRACTORS ASSOCIATION OF EASTERN PENNSYLVANIA, INC. (hereinafter called "EMPLOYERS' ASSOCIATION"), party of the first part, and LOCAL UNION NO. 690 of the UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA (hereinafter called "LOCAL UNION"), party of the second part, for the purpose of securing at all times a sufficiency of skilled journeymen at fair wage rates, thereby preventing waste and unnecessary expense, annoyance, or delay and for the advancement of the interests of EMPLOYERS' ASSOCIATION and LOCAL UNION.

## **WITNESSETH:**

### **ARTICLE I**

#### **SECTION 1**

##### **Term of Agreement**

This Agreement, as amended and restated, shall remain in full force and effect from May 1, 1999 until April 30, 2003, and shall be automatically renewed from year to year thereafter unless either party shall give notice in writing to the other party not less than one hundred and twenty (120) days before the expiration of the term hereof, or the expiration of any such yearly extension of the terms hereof, of intention to terminate this Agreement or to request changes in the terms and conditions hereof. The basic changes requested shall be set forth in said written notice.

#### **SECTION 2**

##### **Geographic Jurisdiction**

The territorial jurisdiction of LOCAL UNION for the purposes of this Agreement shall be Berks, Bucks, Chester, Delaware, Lehigh, Montgomery, Northampton and parts of Carbon and Lebanon Counties.

#### **SECTION 3**

##### **Work Covered**

- (a) In all areas with the exception of Philadelphia - Single and two-family dwellings, and walk-up apartment projects.
- (b) In all areas - Site work piping of all types located beyond ten (10) feet from the building line.
- (c) Work covered under the provisions of the Memorandum of Agreement dated May 1, 1999.

(d) Work considered by the Employer or by the Union to be not fully defined within this Section shall be referred to the Union and the Association for mutual determination. Prevailing wage-rate jobs are excluded.

## **ARTICLE II**

### **SECTION 1**

#### **Regular Days and Hours of Work**

Eight (8) hours shall constitute a day's work, Monday to Friday, inclusive. However, no journeymen plumbers and apprentices shall work or be permitted to work in excess of forty (40) hours in any one (1) week, or eight (8) hours in any twenty-four (24) hour period, except in an emergency wherein lives or property are in danger. No journeymen plumbers and apprentices will be permitted to make in excess of forty (40) hours in any one (1) week while other journeymen plumbers and apprentices are unemployed. By mutual consent of the Employer and the Union, the starting and quitting time of a normal established work day of eight (8) hours may be set or changed for any or all employees between the hours of 7:00 A.M. and 4:30 P.M. on any given project. During the regular work period, the Employees shall be granted an unpaid lunch period of thirty (30) minutes - time by mutual agreement between Employer and Union.

### **SECTION 2**

#### **Overtime**

All work performed in excess of the eight (8) hour workday, Monday through Friday, any work performed by Employees between 4:30 P.M. and 7:00 A.M. and between 12:00 Noon and 12:30 P.M., except as hereinafter provided, and any work performed on Saturday, Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day (for purposes of this Agreement when any one of the aforementioned holidays falls on Sunday, the following Monday shall be observed as the holiday) shall be paid for at the rate of one and one-half (1½x) the straight time rate commencing at the time the Employees report for work by direction of Employer, excluding shift work, which is covered by ARTICLE II, Section 3 and maintenance work covered by ARTICLE II, Section 6. Employees shall be allowed sufficient time before quitting time for collection of tools and equipment and for putting them away.

If men are unable to work one (1) or more days during the work week due to weather, then and in that event, eight (8) hours of continuous work between the hours of 7:00 A.M. and 4:30 P.M. on Saturday may be worked at the straight time rate.

On special occasions or emergencies when a hoist or rig is available for use by the Employer only during the normal lunch period, then at the option of the Employer, those Employees whose services may be needed in connection with the use of the hoist or rig may be required to work between 12:00 Noon and 12:30 P.M., with pay at the straight time rate, if such Employees are granted a lunch period immediately before or after the regularly scheduled lunch period.

### **SECTION 3**

#### **Shift Work**

In order to be considered as shift work, work must be performed by Employees on at least two (2) consecutive eight (8) hour shifts within one (1) day. Shifts shall be from 12:00 midnight to 8:00 A.M., 8:00 A.M. to 4:00 P.M. and 4:00 P.M. to 12:00 midnight. Shift work must run for a minimum of one hundred twenty (120) hours when three (3) shifts are worked, and eighty (80) hours when two (2) shifts are worked.

However, shift work shall not apply to Saturday, Sunday, or holidays, which shall be at one and one-half times (1½x) the straight time rate. Shift work will be paid for at the rate of straight time plus fifteen percent (15%) of the straight time rate of hourly pay except the shift between 8:00 A.M. to 4:00 P.M., which shall be paid for at straight time.

### **Single Shift Off Normal Hours**

In existing facilities, and when requested by the customer, the Employer, with the consent of the Union, which shall not be unreasonably withheld, may elect to work a single "nonstandard" working hour shift, for a minimum of five (5) consecutive work days, and for the entire project, to be paid for at the rate of straight time plus fifteen percent (15%). The shift may be worked wholly or partially outside of the normal 7:00 A.M. thru 4:30 P.M. work hours.

### **Eight Hours Work for Eight Hours Pay**

There are no paid lunch periods except when working three (3) consecutive shifts within one twenty-four (24) hour day. When working three (3) shifts, the shift will consist of seven and one-half (7½) hours worked and one-half (½) hour for lunch, for eight (8) hours pay.

## **SECTION 4**

### **Four Tens**

In lieu of the traditional five (5) day, eight (8) hour per day work week, the Employer, with the consent of the Union, which shall not be unreasonably withheld, may elect to work a four (4) day, ten (10) hour per day work week. The work week will commence on Monday unless otherwise agreed upon. The first two (2) hours worked in excess of ten (10) will be paid for at the rate of time plus one-half (1½x) and all hours thereafter will be paid for at the rate of double time (2x). The first ten (10) hours worked on Friday and Saturday will be paid for at the rate of time plus one-half (1½x) and all hours thereafter will be paid for at the rate of double time (2x). All hours worked on Sundays and holidays will be paid for at the rate of double time (2x).

It is the intention of this agreement to provide competitive opportunities for the industry without eroding the traditional five (5) day work week.

## **SECTION 5**

### **Reporting Pay**

(a) Any journeyman plumber reporting to work at the regular starting time shall receive two (2) hours pay at the prevailing rate of wages unless he has been notified previously not to report to work.

(b) Any journeyman plumber who reports to work and for whom work is provided shall receive no less than four (4) hours pay, and if more than four (4) hours are worked in any one (1) day and no further work is provided, he shall be paid for not less than eight (8) hours worked.

(c) However, on any day where rain, snow, or inclement weather at the job site does not permit the job to progress satisfactorily, the journeyman plumber shall be paid for all time worked, but in no event shall he be paid less than a minimum of two (2) hours, unless the journeyman plumber has been directed not to report for work. It is the joint understanding of the parties hereto that the meaning of this clause, that is, Section 5(c) immediately preceding, is as follows:

(1) If a journeyman plumber reports to work on any day and he is put to work by the Employer, and the weather conditions do not change appreciably for the worse within the two (2) hours from starting time, then he shall be entitled to continue to work and be paid for the time worked, but not less than four (4) hours.

(2) If a journeyman plumber reports to work on any day and he is put to work by the Employer, and the weather conditions do change appreciably for the worse within two (2) hours from the starting time, then he shall be paid for the time worked, but no less than two (2) hours. If under these conditions, the journeyman plumber is not notified to discontinue work within said two (2) hours then he shall be paid for four (4) hours.

## **SECTION 6**

### **Maintenance, Repair Work and Emergency Breakdowns**

It is agreed that maintenance, repair work and emergency breakdowns are defined to mean repairs to or the replacement of all or any part of work which is under the jurisdiction of LOCAL UNION in existing buildings presently in use, but shall not include new buildings under construction, or renovation of, or additions to existing buildings. The rate of pay for overtime and work on Saturday, Sunday, and holidays as defined in Section 2 of this ARTICLE II for the work defined above shall be one and one-half times (1½x) the hourly rate.

## **ARTICLE III**

### **SECTION 1**

#### **Straight Time Rates of Pay**

Commencing May 1, 1999, straight time for journeymen plumbers shall be paid at the rate of Nineteen Dollars and Forty-Five Cents (\$19.45).

Commencing May 1, 2000, the journeyman plumber's hourly rate shall be increased by Ninety Cents (\$.90). The Union shall have the option of applying such increase or portions of such increase to fringe benefits.

Commencing May 1, 2001, the journeyman plumber's hourly rate shall be increased by Eighty Cents (\$.80). The Union shall have the option of applying such increase or portions of such increase to fringe benefits.

Commencing May 1, 2002, the journeyman plumber's hourly rate shall be increased by Eighty Cents (\$.80). The Union shall have the option of applying such increase or portions of such increase to fringe benefits.

## **SECTION 2**

### **Foremen's Rates of Pay**

(a) On construction jobs or operations where at least two (2) and no more than five (5) journeymen plumbers are employed at a single location, one (1) journeyman plumber shall be designated as Foreman. The rate of pay which such Foreman shall receive shall be a minimum of seven percent (7%) over and above the journeyman plumber's rate of pay.

When a construction job or operation starts, which will employ six (6) or more journeyman plumbers, the Foreman shall receive a minimum of ten percent (10%) over and above the journeyman plumber's rate of pay. Such rate of pay for the Foreman shall begin when the second journeyman plumber is employed. When more than ten (10) journeymen plumbers are employed, an additional Foreman shall be designated, and one (1) additional Foreman shall be designated for each additional ten (10) journeymen plumbers employed thereafter and shall receive ten percent (10%) over and above the journeyman plumber's rate of pay. When a construction job or operation starts, which will employ more than ten (10) journeymen plumbers, the first Foreman shall receive a minimum of fifteen percent (15%) over and above the journeyman plumber's rate of pay.

(b) On a construction job or operation where two (2) or more foremen are required and a maximum of one hundred (100) journeymen plumbers are employed, one (1) journeyman plumber shall be designated as General Foreman who shall receive a minimum of fifteen percent (15%) over and above the journeyman plumber's rate of pay.

On a job or operation where one hundred and one (101) or more journeymen plumbers are employed, the General Foreman shall receive a minimum of twenty percent (20%) over and above the journeyman plumber's rate of pay.

In the event it is reasonably anticipated at the time of the commencement of a construction project or operation that twenty-five (25) or more journeymen plumbers will be employed, a General Foreman shall be designated at the time of the commencement of construction. However, unforeseen peaks or changes on smaller construction projects shall not entitle any employee to retroactive pay.

(c) Area Foremen, if utilized, shall be paid at a minimum of twelve percent (12%) over and above the journeyman plumber's rate of pay.

### SECTION 3

#### Apprentices' Rates of Pay

The total package for apprentices shall be the following percentage of the total package (i.e., hourly wages, plus contributions to the Pension Plan, Supplemental Retirement Plan, Health Plan, and Apprenticeship Training Plan) that journeymen plumbers are paid for each period of advancement:

| <u>Period</u> | <u>Percentage</u> |
|---------------|-------------------|
| First .....   | 49                |
| Second .....  | 49                |
| Third .....   | 49                |
| Fourth .....  | 52                |
| Fifth .....   | 56                |
| Sixth .....   | 59                |
| Seventh ..... | 64                |
| Eighth .....  | 67                |
| Ninth .....   | 72                |
| Tenth .....   | 80                |

The apprentices' hourly rate of pay for each period of advancement shall then be such total apprentice package less contributions for such apprentices to the Pension Plan, Health Plan, and Apprenticeship Training Plan as set forth in ARTICLE IX, Section 1.

All apprentices shall be guaranteed a forty (40) hour week except where the apprentices fail to report for work, provided that:

(1) In any work week in which a holiday shall fall or is observed during the period from Monday through Friday, the guarantee for that week shall be reduced by eight (8) hours for each holiday, and

(2) Apprentices irrespective of when indentured shall not be entitled to be paid any wages for time spent by them in attending school during the entire period of their apprenticeship training.

### SECTION 4

#### Apprentice Training Program

The Apprenticeship Training Program shall be reasonably increased in the number of apprentices to be enrolled in each new class commencing after the effective date of the within Collective Bargaining Agreement.

A five-year (5) Apprenticeship Training Program for the Residential category has been established and will be maintained by the Joint Apprenticeship Committee.

### SECTION 5

#### Pay for Travel Time

Journeymen plumbers sent out of the jurisdiction of LOCAL UNION (which for the purposes of this Agreement shall include the Counties of Berks, Bucks, Chester, Delaware, Lehigh, Montgomery, Northampton and Philadelphia, and the southeasterly portions of Carbon and Lebanon Counties in the Commonwealth of Pennsylvania, which represent the territorial jurisdiction of LOCAL UNION) shall receive all suitable Board and Traveling expenses. Journeymen plumbers while traveling shall receive wages of straight time, not to exceed eight (8) hours in any twenty-four (24) hour period.

### SECTION 6

#### Time for Paying Wages

Weekly wages shall be paid not later than the scheduled quitting time on the regular pay day of each week. Upon layoff or discharge, Employee is to receive wages in full not later than thirty (30) minutes prior to the scheduled quitting time on the day of layoff or discharge. Waiting time for wages either on regular pay day or discharge or layoff shall be paid for at double time (2x) rate. Where checks are used, pay day will be no later than Thursday of each week. The Employer shall provide facilities for cashing of checks without cost to the Employee by the Todd System or a similar system.

### SECTION 7

#### Transportation Expenses

Within the territorial jurisdiction of LOCAL UNION (as hereinbefore defined in Section 5) there shall be no transportation expenses paid to or from job sites.

## ARTICLE IV

### SECTION 1

#### Efficiency of Operations

Inasmuch as greater efficiency in all lines of work is necessary, LOCAL UNION shall encourage its journeymen plumbers and

apprentices in every way to accomplish results. There shall be no restrictions as to the amount of work journeymen plumbers and apprentices shall do, nor shall there be any restrictions as to the use of labor saving machinery for the installation of any work; provided that the aforesaid machinery meets with the approval of the Conference Committee. It is agreed that there shall be, at no time, more than one (1) apprentice with any journeyman plumber for any work, whatsoever it may be.

## SECTION 2

### Apprentices

#### (a) Apprentices (Site Work)

Members of the EMPLOYERS' ASSOCIATION agree to employ as apprentices only those who are approved by the Joint Apprenticeship Committee and who are qualified under the standards registered with the State Apprenticeship Council. Each Employer may hire one (1) apprentice where one (1) journeyman is employed steadily and one (1) additional apprentice for every additional three (3) journeymen employed steadily. The apprentice shall be at all times under the supervision of a journeyman plumber. At no time shall more than one (1) apprentice be assigned to a journeyman. It is the intention of the parties that this Section 2 shall be construed as vesting jurisdiction in the Joint Apprenticeship Committee over all apprentices, regardless of whether a particular apprentice is or is not affiliated with the LOCAL UNION.

#### (b) Apprentices (Residential Work)

LOCAL UNION will furnish apprentice-helpers when requested in the ratio of one (1) apprentice-helper with first journeyman and thereafter one (1) apprentice-helper to every two (2) journeymen.

(c) Apprentice-helpers are required to work under the jurisdiction of a journeyman.

(d) When LOCAL UNION is unable to supply apprentice-helper(s) within forty-eight (48) hours of request, Employer may hire his own apprentice-helper(s) from any source whatsoever.

(e) Starting wage rate for apprentice-helper shall not be less than Seven Dollars (\$7.00) per hour. After thirty (30) days of employment, Employer must provide apprentice-helper with Health Plan coverage.

#### (f) Overtime:

After regular eight hour day ..... time & one-half  
Saturday ..... time & one-half  
Sunday ..... time & one-half  
Holidays ..... time & one-half

## SECTION 3

### Safety; Tools and Equipment

Members of the EMPLOYERS' ASSOCIATION agree to maintain safe working equipment to satisfactorily meet all requirements of laws, rules and regulations applicable thereto, and both Employer and Employee shall comply with all of the provisions of the Occupational Safety and Health Act and with the rules and regulations promulgated thereunder.

To further promote the safety of the Employees at the job site, no journeyman nor apprentice shall be required to work alone at locations which are mutually considered to be hazardous by the Employer or his representative (superintendent or foreman) and the Business Manager of the LOCAL UNION.

Employer shall be obliged to furnish suitable raincoats, caps and/or boots, if necessary, during inclement weather in the event the Employer requires journeymen and/or apprentices to work during such weather.

Journeymen plumbers and apprentices shall be responsible for the reasonable care of tools and equipment and for willful negligence in the performance of their work. All complaints or charges with respect thereto shall be made by the particular Employer to the Conference Committee. Should such journeyman plumber or apprentice cited to appear before said Conference Committee in connection therewith be adjudged not guilty of the charge, then the Employer citing such journeyman plumber or apprentice shall pay him for the time lost in attending such hearing.

## ARTICLE V

### Change Room

Employer shall furnish a suitable change room or shanty at the job site, and said change room or shanty shall be heated during the cold weather. Employer shall furnish drinking water for the Employees in the change room or shanty and on the job site.

## ARTICLE VI

### SECTION 1

#### Fabrication of Pipe-Tools

Both parties agree that all pipe shall be fabricated by machine and with tools operated and handled by journeymen plumbers, and they shall be paid no less than the hourly wage rate for journeymen plumbers as set forth in ARTICLE III, Section 1 of this Agreement. No journeyman plumber or apprentice shall be permitted to furnish tools.

### SECTION 2

#### Pipe Two Inches (2") and Under

Pipe two inches (2") and under shall be fabricated on the job by plumber mechanics to whom the work belongs. In cases where it is not practical to cut pipe on the job, it shall be discretionary with the Employer to have pipe two inches (2") and under fabricated elsewhere; provided, however, that permission is obtained by the Employer from the Business Manager of the LOCAL UNION.

### SECTION 3

#### Responsibility for Work

It is further understood and agreed that the plumbing contractor shall be responsible for all piping and equipment which is part of the work of the United Association and shall be handled and set by journeymen plumbers and apprentices.

## SECTION 4

### Subletting of Work

No plumbing contractor shall be permitted to sublet work on any part of the plumbing system which is performed by members of the LOCAL UNION. Such work includes, but is not limited to, installation of accessories, backing boards, lead work, hole cutting, kitchen equipment, packing of sleeves, site work, coring, caulking fixtures, drain cleaning, cleaning of fixtures, and tub enclosures.

## SECTION 5

### Supplies

It is further agreed that plumbing contractor will at all times where possible receive supplies from such houses as are in contractual relationship with the United Association. Union shall supply a list of such companies from time to time.

## ARTICLE VII

### SECTION 1

#### Who May Use Tools

There shall be no restriction on the use of tools by the Foreman employed by the Employer, but it is agreed that such Foreman shall be a journeyman plumber. A superintendent to use the tools shall be a journeyman plumber.

### SECTION 2

#### Safeguarding Work of Employees

Employer shall not work "with the tools" and agrees to employ at least one (1) journeyman plumber who shall be a member of LOCAL UNION, who need not be the same member, for the duration of the term of this Agreement in accordance with the provisions of ARTICLE XVII hereof.

### SECTION 3

#### Work Preservation

The Employer agrees that no evasion of the terms, requirements, and provisions of this Agreement will take place. If and when Employer shall perform any work of the type covered by this Agreement within the jurisdictional territory of Union, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, or stockholders, exercise control of labor policies of such other entity, the terms and conditions of this Agreement shall be applicable to all such work.

This clause shall only be applicable to job site work as that term is used in the construction industry proviso to Section 8(e) of the National Labor Relations Act. This clause will not be applicable to non-jobsite work.

Notwithstanding anything herein contained to the contrary, in the event there is a determination by the National Labor Relations Board

(N.L.R.B.) (or its counsel) or by a court of competent jurisdiction that the aforesaid provisions are illegal, unlawful, or in violation of the provisions of the National Labor Relations Act, upon such determination the aforesaid provisions shall be void and of no effect.

Inasmuch as the Union has submitted proof and the Employer is satisfied that the Union represents a majority of its Employees in the bargaining unit described herein, the Employer recognizes the Union as the exclusive collective bargaining agent on all present and future job sites within the jurisdiction of the Union, unless and until such time as the Union loses its status as the Employees' exclusive representative as a result of an N.L.R.B. election.

## ARTICLE VIII

### SECTION 1

#### Union Membership

The EMPLOYERS' ASSOCIATION recognizes LOCAL UNION as the sole and exclusive collective bargaining representative of all its journeymen plumbers and apprentices who shall become and remain members of LOCAL UNION in good standing seven (7) days after the date of their employment, or seven (7) days after the effective date of this Agreement, whichever is the later, and, upon becoming members, they shall maintain their membership in good standing in order to continue in employment. LOCAL UNION agrees, at the request of EMPLOYERS' ASSOCIATION, to furnish competent plumbers and apprentices to the Employers in accordance with the provisions of ARTICLE XVII hereof.

### SECTION 2

#### Local Union Autonomy

The LOCAL UNION shall at all times have full autonomous jurisdiction over its own membership. However, it is understood and agreed that working rules of LOCAL UNION cannot be made to conflict with this Agreement and that this Agreement governs.

### SECTION 3

#### Union's Rights of Visitation

The EMPLOYERS' ASSOCIATION agrees that representatives of the United Association shall be permitted to visit all jobs being done by journeymen plumbers and apprentices represented by LOCAL UNION.

## ARTICLE IX

### SECTION 1

#### Employer Payments for Fringe Benefits

The parties hereto agree that commencing May 1, 1999, every Employer, under the terms of this Collective Bargaining Agreement, employing journeymen plumbers and apprentices represented by LOCAL UNION, shall contribute the following sums per hour for the hours compensated (contributions shall be one and one-half (1½) the regular rate per hour for each hour of overtime worked, in accordance with ARTICLE II, Sections 2 and 5, and one (1) plus fifteen percent (15%) times the regular rate per hour for each hour of shift work worked),



including reporting time, which shall be compensated for, by all of the journeymen plumbers and apprentices employed by said respective Employers, which shall be paid by checks to the order of First Union Bank or to such successor of said company as the Trustees of the below-listed Plans may from time to time designate (hereinafter called "Depository") as the Depository for said contribution, and shall be mailed to the Industry Fund Building, 2791 Southampton Road, Philadelphia, PA 19154. Said contributions shall be in such sums and shall be allocated as follows:

Commencing May 1, 1999:

**Journeymen**

|                                    |        |
|------------------------------------|--------|
| Health Plan .....                  | \$4.16 |
| Pension Plan .....                 | 2.65   |
| Supplemental Retirement Plan ..... | 1.35   |
| Apprenticeship Training Plan ..... | .42    |
| Industry Fund .....                | .16    |

**Apprentices and Apprentice Helpers**

|                                    |        |
|------------------------------------|--------|
| Health Plan .....                  | \$4.95 |
| Apprenticeship Training Plan ..... | .35    |
| Industry Fund .....                | .16    |

In accordance with ARTICLE III, Section 1, the Union shall have the option of applying such portion or portions of the wage increase provided for on May 1, 2000, May 1, 2001 and May 1, 2002 to fringe benefits, including the Pension Plan, the Supplemental Retirement Plan, and the Health Plan, or such other Plan as might be created from time to time.

Effective May 1, 2000, Employer contributions to the Industry Fund may be increased each year by an additional \$.01 per hour at the option of the EMPLOYERS' ASSOCIATION.

At any time on or after May 1, 2000, upon the mutual agreement of the parties, this Agreement may be reopened for the sole purpose of increasing the hourly contributions to the Apprenticeship Training Plan, should the Trustees of such Plan agree that such increase is necessary.

**SECTION 2**

**Dues Check-Off Authorization**

Every Employer shall deduct from the net wages of those Employees who so authorize them by written assignment or signed "Dues Check-Off Authorization" filed with the LOCAL UNION, two point fifty-two percent (2.52%) of total package (gross wages plus fringe benefit package) representing the LOCAL UNION membership dues, and/or such other dues and assessments as may be approved by the membership from time to time, for each such Employee. All monies so deducted shall be paid by each Employer to LOCAL UNION, in accordance with the provisions of Sections 4 and 5 of this ARTICLE IX. It is understood and agreed that no deduction shall be made from any wages earned by an Employee prior to certification by the LOCAL UNION to the EMPLOYERS' ASSOCIATION of the aforesaid written assignment or signed "Dues Check-Off Authorization."

**SECTION 3**

**Plumbers Local Union 690 Political Action Plan  
and  
Plumbers Local Union 690 Social Plan**

Every Employer shall deduct Three Cents (\$.03) per hour from the

net wages of those Employees who execute a "Voluntary Contribution Agreement and Check-Off Authorization for Plumbers Local Union 690 Political Action Plan" card representing voluntary contributions of the Employee to the Plumbers Local Union 690 Political Action Plan.

Every Employer shall deduct Six Cents (\$.06) per hour from the net wages of those Employees who execute a "Voluntary Contribution Agreement and Check-Off Authorization for Plumbers Local Union 690 Social Plan" card representing voluntary contributions of the Employee to the Plumbers Local Union 690 Social Plan.

All monies so deducted shall be paid by the Employer, respectively, to the Plumbers Local Union 690 Political Action Plan, and to the Plumbers Local Union 690 Social Plan, in accordance with the provisions of Sections 4 and 5 of this ARTICLE IX. It is understood and agreed that such Employee contributions are voluntary, that participation in either of the said Plans is not a term or condition of employment, that an Employee may revoke such authorization at any time upon written notice thereof, and that no deductions shall be made from any wages earned by an Employee prior to certification by the LOCAL UNION of the aforesaid written authorization, or after receipt by the Employer of a written notice from an Employee revoking the aforesaid written authorization/check-off.

LOCAL UNION shall have the right to increase, decrease or terminate said Emergency Dues Assessment upon sixty (60) days notice to Employers.

**SECTION 4**

**Due Dates of Payments and Reports**

The contributions and payments to be made in accordance with Sections 1, 2, and 3 of ARTICLE IX shall be made by Employer on or before the tenth (10th) working day following the end of each calendar month. Employer shall, within ten (10) working days from the end of each calendar month, transmit to the Industry Fund Building a report containing:

- (a) The names and Social Security numbers of persons to whom this Agreement is applicable, who have been in the employ of Employer during such calendar month.
- (b) The number of hours during said calendar month for which compensation (including compensation for reporting and waiting time) was payable.
- (c) Such other information as said respective Boards of Trustees and/or Plans may reasonably require for the proper administration thereof.

In the event no person to whom this Agreement is applicable has worked for an Employer in that calendar month, a report so stating must be forwarded by such Employer to the Industry Fund Building within the aforesaid ten (10) working day period following the end of such month.

**SECTION 5**

**Delinquency in Making Payment or Report**

- (a) In the event the contributions and payments provided for in Sections 1, 2, and 3 of this ARTICLE IX are not paid within ten (10)

working days following the end of each calendar month, and/or in the event the report provided for in Section 4 of this ARTICLE IX is not transmitted to the Industry Fund Building within ten (10) working days following the end of each calendar month, the Employer shall be considered as a "delinquent". The "delinquent" Employer shall be subject to a late payment charge from the date when reporting and/or payment thereof was due to the date when payment is made. Such charge may be set from time to time by the Trustees regarding payment and contributions pursuant to Section 1 or by the Union regarding contributions and payments pursuant to Sections 2 and 3 of this ARTICLE IX. Each employer shall be bound and governed by any Rules and Regulations or Procedures adopted by any Board of Trustees of Fringe Benefit Plans to which contributions are due and owing under this Agreement.

In addition to any interest, financial penalty, fines or assessments, a delinquent Employer shall also be responsible for payment of all costs of the collection process, including, but not limited to, audit fees, counsel fees and costs. Such charges and expenses shall be paid to that entity to whom such contributions or payments are owed. In addition, LOCAL UNION shall, at its option, treat such failure to satisfy a delinquency as a breach of contract and should it exercise its option to remove its members from the job of such delinquent Employer, then the Employer shall be liable to pay unto any Employee so removed an amount equal to the wages lost by such Employee by reason of said Employers' breach of the within Agreement. However, in the event LOCAL UNION shall furnish its members to an Employer or Employers who have violated ARTICLE XII hereof, by not having furnished a bond in the appropriate amount with a corporate surety as provided therein, then Local Union shall be liable for the payment to all Plans of the contributions of such Employer or Employers to the extent of such Employer's or Employers' delinquencies.

(c) Regardless of whether any contributions or payments are owed pursuant to ARTICLE IX, in the event no report is received within thirty (30) working days after the date of written notice, by Certified Mail, Return Receipt Requested, to the Employer of its failure to file such report, there shall be a penalty of Fifty Dollars (\$50.00) per week thereafter that said report is delinquent; said penalty payments to be shared equally between the Pension Plan and Health and Welfare Plan.

## **SECTION 6**

### **Administration of Plans**

The Health Plan shall be administered by a Board of eight (8) Trustees, four (4) to be appointed by the LOCAL UNION and four (4) to be appointed by contributing Employers (two (2) of the Employer Trustees to be appointed by the Mechanical Contractors Association of Eastern Pennsylvania, Inc., one (1) by the Plumbing and Heating Contractors Association, and one (1) by the Plumbing and Heating Supply House Employer Association). The Pension Plan shall be administered by a Board of six (6) Trustees, three (3) to be appointed by LOCAL UNION, and three (3) to be appointed by the contributing Employers (two (2) of the Employer Trustees to be appointed by the Mechanical Contractors Association of Eastern Pennsylvania, Inc., and one (1) by the Plumbing and Heating Contractors Association). The Supplemental Retirement Plan shall be administered by a Board of six (6) Trustees, three (3) to be appointed by LOCAL UNION, and three (3) to be appointed by the contributing Employers (one (1) of the Employer Trustees to be appointed by the Mechanical Contractors

Association of Eastern Pennsylvania, Inc., one (1) by the Plumbing and Heating Contractors Association and one (1) by the Plumbing and Heating Supply House Employers Association). The Apprenticeship Training Plan shall be administered by a Board of six (6) Trustees, three (3) to be appointed by LOCAL UNION, and three (3) to be appointed by contributing Employers (two (2) of the Employer Trustees to be appointed by the Mechanical Contractors Association of Eastern Pennsylvania, Inc. and one (1) by the Plumbing and Heating Contractors Association). The LOCAL UNION shall not participate in any way in the administration of the Industry Fund or in disbursements therefrom. The Pension, Health, Supplemental Retirement, and Apprenticeship Training Plans shall be governed under and subject to the terms and provisions of appropriate written trust agreements and/or written plan documents.

## **ARTICLE X**

### **SECTION 1**

#### **Rules Governing Apprenticeship and Training**

The Employer agrees to cooperate with the LOCAL UNION for the practical training of apprentices for the plumbing and piping industry.

### **SECTION 2**

The Joint Apprenticeship Committee shall at all times have full autonomous jurisdiction over matters of the Apprenticeship Training by or through such rules, regulations and requirements or representatives as may by agreement or action be established.

### **SECTION 3**

The actions of the Joint Apprenticeship Committee and any agreement and plans for Apprentice Training shall not be subject to the provisions of ARTICLE XXIII, Section 1.

## **ARTICLE XI**

### **SECTION 1**

#### **Limitations on Use of Industry Fund's Assets**

There presently exists an Industry Fund administered by EMPLOYERS' ASSOCIATION. The parties hereto agree that no part of said Fund, and no part of the contributions as set forth in ARTICLE IX, Section 1 (Industry Fund) hereof, shall be used for advertising, propaganda, or other purposes opposed to the interests of LOCAL UNION.

### **SECTION 2**

#### **Purposes of Industry Fund**

It is further expressly understood and agreed that said Industry Fund shall be applied in payment of the operating costs of EMPLOYERS'

ASSOCIATION, including, but not limited to, the expense of conducting public relations, public education as applied to the plumbing, heating, piping and air conditioning industry, costs and expenses connected with the promotion of stability of relations between labor and management, Employers' costs of collective bargaining on an industry-wide basis, Employers' costs of Employers' representatives in the adjustment of grievances and in arbitration, Employers' share of the fees of arbitrators, Employers' costs of their representatives in the administration of the various funds and committees as in this Agreement are set forth and in comparable undertakings engaged in from time to time.

**SECTION 3**

**Employer and Employee Interest in Fund**

Although designated a "contribution" in ARTICLE IX of this Agreement, it is expressly understood and agreed that said sum payable to said Industry Fund is not intended to be and is not a contribution to the Employees and no Employee or Employer has any proprietary interest in said Industry Fund.

**ARTICLE XII**

**Bonds to Assure Payments**

Each Employer agrees to immediately furnish a bond with a financially responsible corporate surety guaranteeing the payment by it of the contributions to the Plans and payment of the Dues Check-Off and Plumbers Local Union 690 Political Action Plan Check-Off, and Plumbers Local Union 690 Social Plan Check-Off, as provided in ARTICLE IX hereof. The amount of such bond shall be based upon the total number of hours worked, during the prior calendar year, by all of the journeymen plumbers and apprentices employed by said Employer as set forth below:

| <b>Total Number of Hours Worked for Employer by Journeymen Plumbers and Apprentices during the Prior Calendar Year</b> | <b>Dollar Amount of Bond</b> |
|--|------------------------------|
| 0-10,500 .....   | \$25,000                     |
| 10,501-21,000 .....  | \$50,000                     |
| 21,001-42,000 .....  | \$75,000                     |
| 42,001 and above .....   | \$100,000                    |

After the end of each calendar year, each Employer shall calculate the total number of hours worked by Journeymen Plumbers and Apprentices for that year and, for the following year shall furnish a bond with corporate surety in the appropriate dollar amount required by the schedule set forth above. The bond shall be pro-rated among the Plans and the Dues Check-Off and the Plumbers Local Union 690 Political Action Plan Check-Off, and the Plumbers Local Union 690 Social Plan Check-Off, mentioned in Sections 1, 2 and 3 of ARTICLE IX hereof.

**ARTICLE XIII**

**Employees' Use of Vehicles**

Employees are not permitted to use vehicles of any description unless such vehicles are supplied and maintained by the Employer, either before or during or after working hours for the purpose of transporting tools or materials or for the conducting of any working activities. The prohibition applies whether or not the Employee is reimbursed by the Employer.

**ARTICLE XIV**

**SECTION 1**

**Promotion of Better Workmanship**

It is further agreed that the advancement of better journeymen plumbers and apprentices and better workmanship is to be promoted at all times, and that all parties will work together in an effort to see that all legal acts, laws, rules and regulations or awarding authorities' specifications are complied with.

**SECTION 2**

**Conference Committee**

It is agreed that each of the parties hereto shall forthwith appoint three (3) representatives to be known as a Conference Committee. Said Conference Committee shall meet at such times as shall be mutually agreed upon to discuss joint problems of the industry. The Committee may make such recommendations to the EMPLOYERS' ASSOCIATION and the LOCAL UNION as they deem desirable but shall not be authorized to effect any change in this Agreement or in customary working conditions.

**SECTION 3**

**Committee to Study Ways of Increasing Employment**

Promptly after the execution of this Agreement, the LOCAL UNION and the EMPLOYERS' ASSOCIATION will each appoint an equal number of their respective members (such number to be determined by mutual agreement) to serve as a committee to carry on a study for the purpose of devising methods to increase opportunities of employment, as well as to increase the volume of work available to Employers, and to recruit Employees that will meet the needs of the piping industry. The Committee will make periodic reports to the EMPLOYERS' ASSOCIATION and to the LOCAL UNION of its findings and recommendations.

The above mentioned Committee shall meet at such time and place as shall be mutually agreed upon.

The Committee shall not have any authority to effect any change in this Agreement or in customary working conditions, nor shall any of the Committee's recommendations be binding upon the parties hereto, except upon mutual written agreement of the EMPLOYERS' ASSOCIATION and the LOCAL UNION.

## **ARTICLE XV**

### **Shop Steward**

On all jobs where journeymen plumbers are employed, the LOCAL UNION shall have the right to select and designate a shop steward from among the journeymen plumbers of the LOCAL UNION on the job, whether referred or otherwise. The Business Manager or his duly appointed agent shall, at the time of such appointment, give the Employer written notice of the appointment of a shop steward or successor.

There shall be no restrictions as to the amount of work such shop steward shall perform nor shall his duties as steward interfere with his work unreasonably. However, a shop steward shall have the right, during working time and with no loss of pay, to spend reasonable time adjusting grievances including time to meet with Employees and supervisors, after notifying his immediate supervisor of his intent.

Failure on the part of a shop steward, in the opinion of the Employer, to perform a reasonable day's work, may, at the option of the Employer, result in his dismissal or removal from the job and a successor appointed. It is understood that such dismissal or removal shall not take place without mutual agreement between the Employer, the Business Manager of the LOCAL UNION, or his duly appointed agent.

Shop stewards shall not participate in matters related to the referral, hiring, layoff, or discharge of Employees except that the Employer shall request each new Employee to report to the shop steward. The shop steward will make sure that the Employee has received the job rules and the safety rules. The shop stewards shall be informed of all layoffs, transfers, discharges, and shall make sure Employees are properly paid.

Shop stewards shall assist any Employee receiving a serious injury on the job or becoming sick. If necessary, the shop steward shall report this information to the Foreman and the LOCAL UNION at once.

Shop stewards shall have no authority whatsoever to call, order, or create a strike, work stoppage, or slowdown. He shall report all serious matters to the LOCAL UNION office.

## **ARTICLE XVI**

### **Connection to Pipe, Fixture or Appliance**

Journeymen plumbers and apprentices shall not be required to connect up to or with any pipe or fixture or appliance that is in connection with the plumbing system unless such material has been purchased by or furnished by the plumbing contractor doing the installation.

## **ARTICLE XVII**

### **SECTION 1**

#### **Sources of Employees Other Than Apprentices**

(a) Subject to the other provisions of this ARTICLE XVII, Employer may obtain Employees other than apprentices either by hiring persons applying directly to Employer, or by soliciting persons to come into its employ by any means other than advertising, or by re-

questing LOCAL UNION to refer applicants for employment to Employer, or by all of such methods; provided, however, when hiring new plumber journeymen employees, Employer will request Union to refer applicants for employment, not to exceed a requirement of fifty percent (50%) of such newly hired journeymen employees. (This proviso will not affect Employers free movement of his employees throughout his entire company's work-force). When re-hiring previous Employees within forty-five (45) days of layoff, Employer need not request referrals from Union, provided that the requirements of Section 2 of this ARTICLE XVII shall be met.

(b) Subject to the other provisions of this ARTICLE XVII, every Employee or prospective Employee to whom this Agreement is applicable, other than an apprentice, may seek and obtain employment either by direct communication to or from Employer, or by requesting LOCAL UNION to refer him to Employer seeking Employees, or by both such methods.

## **SECTION 2**

### **Job Referrals, Classification of Employees, and Order of Preference**

(a) The hiring of apprentices shall be governed by the rules and regulations, as amended from time to time, of the Joint Apprenticeship Committee.

(b) In order to make possible the effectuation of the provisions of this ARTICLE XVII, every Employer subject to this Agreement shall, twenty-four (24) hours prior to employment of any newly hired Employee, notify the local business agent of the Union of the names of the Employees, the Employer, and the location of the job. Every new Employee who is a member of LOCAL UNION must report to the Union hiring hall and secure a referral card before reporting to work. The Employer shall, immediately upon demand of the LOCAL UNION, discharge any Employee who has not secured such referral card from the Union, or whose Employer has not, within the time specified, made such a report to the LOCAL UNION.

## **SECTION 3**

### **Registration with LOCAL UNION Required**

In order to be entitled to any rights or benefits under this ARTICLE XVII, an Employee must have registered himself at the LOCAL UNION Office as unemployed, upon such form of application as may uniformly be required of all Employees seeking employment. All rights under this ARTICLE XVII shall begin as of the date of such registration and shall be forfeited if the applicant makes a material misstatement in his application.

## **SECTION 4**

### **Order of Referral**

(a) Employer desiring the LOCAL UNION to supply him with employees must give LOCAL UNION, whenever possible, forty-eight (48) hours notice and the number of men he desires, the location of the job and of the probable duration of the job, it being understood that Employer will incur no obligation to guarantee such duration.

(b) The LOCAL UNION will refer applicants for employment to an Employer in the chronological order in which they become unemployed

so that an applicant who is unemployed for the longest period and who is ready, willing, and able to accept employment shall be referred before any applicant who is unemployed for a shorter period of time.

## **SECTION 5**

### **Registrant's Right to Refuse Referrals**

Employee shall have the right to refuse two (2) consecutive referrals to work without losing his position on the list. However, upon a third (3rd) consecutive refusal to accept a referral to work, said Employee shall be placed on the list as if he had registered as unemployed on the date of such third (3rd) consecutive refusal.

## **SECTION 6**

### **Referred Employees Working Less Than Thirty Days**

If an Employee, after being referred to work, is employed for less than thirty (30) working days, such Employee shall retain his or her position on the list as if he or she had not been referred to work.

## **SECTION 7**

### **Applicants Who Cannot Be Reached**

An Employee will not lose his/her position on the list if he/she cannot be reached when employment is available and efforts to reach him/her are unsuccessful.

## **SECTION 8**

### **No Discrimination in Referrals**

There will be no discrimination in the effectuation of the provisions of this ARTICLE XVII between members and nonmembers of LOCAL UNION.

## **SECTION 9**

### **Posting Copies of This Article**

Employer and LOCAL UNION shall post a copy of this ARTICLE XVII in places where notices to Employees and applicants for employment are customarily posted.

## **SECTION 10**

### **Union Sole Administrator**

The LOCAL UNION agrees that it shall be the sole administrator of the hiring hall arrangement and shall not be considered to act as the agent of the Employer; and thereby the LOCAL UNION assumes responsibility for any violations of the law committed by it in connection with its administration of the hiring hall arrangement. The Employer assumes responsibility for any violations of the law committed by Employer in connection with hiring or severance of employment.

## **ARTICLE XVIII**

### **Affirmative Action Program**

The parties hereto agree that the existing Affirmative Action Program between said parties is incorporated herein by reference thereto and made a part hereof.

## **ARTICLE XIX**

### **Drug-Free Work Place Rules**

Both parties agree to comply with the Anti-Drug Abuse Act of 1988 and related state and local regulations and to strive for drug-free worksites within their jurisdictions.

## **ARTICLE XX**

### **"Most Favored Nation Clause"**

LOCAL UNION agrees that should it enter into any collective bargaining agreement with any other Employer during the effective period of this Agreement containing terms or conditions, including wages, (the rate of which shall be related to that specified for each of the Districts set forth in ARTICLE III hereof), or contributions, more favorable or advantageous to such Employer than those provided herein, then Employer members of Mechanical Contractors Association of Eastern Pennsylvania, Inc. and Employer members of Plumbing and Heating Contractors Association in the respective Districts, may at its or their option, elect to substitute any or all of such more favorable conditions for those provided herein.

## **ARTICLE XXI**

### **Compliance with Existing Laws**

It is not the intention of the parties to this Agreement to violate any existing Federal, State, or municipal law or regulations. However, should any article, section, paragraph, sentence or clause of the within Agreement be held to be illegal or in contravention or violation of any existing law by a court of competent jurisdiction, such part or parts shall immediately be held to be inoperative under this Agreement. All other provisions hereof shall continue to remain in full force and effect for the duration of this Agreement.

## **ARTICLE XXII**

### **Memoranda of Agreement**

The parties hereto agree that the Memorandum of Agreement for Competitive Bidding dated May 1, 1999 set forth at Appendix A and the Memorandum of Agreement Re: Substance Abuse set forth at Appendix B shall be incorporated by reference herein and made a part of this Agreement.

## **ARTICLE XXIII**

### **SECTION 1**

#### **Adjustment and Arbitration of Disputes**

It is mutually agreed that all disputes of any nature whatsoever which may arise between the parties hereto, or their respective individual

members, shall be submitted to the Joint Arbitration Board, which shall consist of two (2) members of EMPLOYERS' ASSOCIATION and three (3) members of LOCAL UNION. Each side shall be entitled to cast three (3) votes on any issue before the Board even though less than three (3) members shall be present and voting on behalf of either EMPLOYERS' ASSOCIATION or LOCAL UNION.

Majority decisions of this Board shall be final and binding on all of the parties hereto. In the event that the Joint Arbitration Board is unable to reach a decision in the matter under consideration within five (5) days after the first scheduled meeting, which meeting shall be held within the period provided in Section 2 of this ARTICLE XXIII, then the Joint Arbitration Board shall, within twenty-four (24) hours thereafter, request the American Arbitration Association to submit a Panel List containing the names of ten (10) arbitrators from which one (1) arbitrator shall be selected. The American Arbitration Association shall submit said list of ten (10) arbitrators within forty-eight (48) hours after being notified so to do by the Joint Arbitration Board. The decision of the arbitrator so selected shall be binding and final on all of the parties hereto and in the event the issue determined involves the payment of wages or the rate of wages paid, it shall be retroactive to the date on which the matter was first submitted to the Joint Arbitration Board.

The Joint Arbitration Board shall select the arbitrator above referred to in both cases from the Panel List of ten (10) members submitted by the American Arbitration Association within five (5) days after the Panel List is submitted. In the event that the Joint Arbitration Board is unable to select an arbitrator from the Panel List who will be mutually acceptable within five (5) days after the receipt thereof, the American Arbitration Association shall within twenty-four (24) hours thereafter be requested to submit a second Panel List containing the names of ten (10) additional arbitrators, from which one (1) is to be selected. The American Arbitration Association shall submit the second Panel List within forty-eight (48) hours after being requested so to do. In the event that

the parties cannot mutually agree upon the arbitrator to be selected from the Second Panel List within five (5) days after it is received, then, within twenty-four (24) hours thereafter, the American Arbitration Association shall be requested to designate an arbitrator and the person so designated shall be acceptable by the parties hereto.

The American Arbitration Association shall designate such arbitrator within forty-eight (48) hours after being requested so to do. The arbitrator, whether he be selected by the Joint Arbitration Board or designated by the American Arbitration Association, shall, within forty-eight (48) hours after his selection or designation, schedule a hearing which is to be held within but no later than one (1) week thereafter; the arbitrator shall conduct the hearing and the arbitration proceedings in accordance with the prevailing rules of the American Arbitration Association and he shall make his final decision within fourteen (14) days after the date upon which the first hearing takes place.

## SECTION 2

### Meetings of the Board

Meetings of the Board shall be held within forty-eight (48) hours after either party hereto formally submits in writing any question to the Board for settlement.

## SECTION 3

### No Strikes or Lockouts

It is further understood and agreed that no dispute, whether jurisdictional or otherwise, shall result in any stoppage of work or lockout pending the terms of the aforesaid arbitration clause.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

**MECHANICAL CONTRACTORS  
ASSOCIATION OF EASTERN PENNSYLVANIA, INC.**

By: Alan J. Ross, *President*

Attest: Jack H. James, *Executive Vice President-Secretary*

**UNITED ASSOCIATION OF JOURNEYMEN AND  
APPRENTICES OF THE PLUMBING AND PIPE FITTING  
INDUSTRY OF THE UNITED STATES AND CANADA,  
LOCAL UNION NO. 690**

By: Edward C. Keenan, *Business Manager*

## **APPENDIX A**

### **MEMORANDUM OF AGREEMENT FOR RESIDENTIAL CONSTRUCTION**

**by and between**

**MECHANICAL CONTRACTORS ASSOCIATION  
OF EASTERN PENNSYLVANIA, INC.  
("ASSOCIATION")**

**and**

**LOCAL UNION NO. 690  
("UNION")**

**of the**

**UNITED ASSOCIATION OF JOURNEYMEN AND  
APPRENTICES OF THE PLUMBING AND PIPE FITTING  
INDUSTRY OF THE UNITED STATES AND CANADA  
"UNITED ASSOCIATION"**

WHEREAS, it is the earnest desire of the parties to this Memorandum of Agreement to provide to the Owner who uses the services of mechanical contractor members of the Association, the most economical heating, cooling, ventilating, and piping installation consistent with desired quality, and

WHEREAS, in today's modern building and construction complexes the mechanical systems constitute a significant portion of a total project, including the cost, and

WHEREAS, any given project, be it large or small, must necessarily involve the skills of such recognized craftsmen as plumbers performing under the auspices of responsible contractor management teams, and

WHEREAS, it is the avowed intent that the provisions of this Memorandum of Agreement shall apply to any job where any of the parties hereto are involved.

Now, the parties hereto, intending to be legally bound hereby, agree as follows:

1. There shall be no work stoppage due to unauthorized or illegal strikes, lockouts, disputes, or grievances.

2. The contractor shall have the responsibility to efficiently manage his portion of the job including the supplying of sufficient tools and equipment with which to carry out the needed installation and the scheduling of an adequate number of workmen to meet job requirements and conditions. The direction of the working force, the right to hire, to plan, direct, control, and schedule all operations, in cooperation with other trades and the specified requirements of the User, shall be the responsi-

bility of the contractor, including the right to establish, eliminate, change, or introduce methods, machinery, or techniques to efficiently perform all tasks.

3. There shall be no limitations on the productivity of workmen or on full use of tools of the trade and construction equipment.

4. Every effort shall be made by the parties to insure the highest level of productivity and the expeditious performance of the work with the pledge of "eight hours work for eight hours pay." Workmen shall be on the job at the designated starting time and will not leave until the designated quitting time. There shall be no organized breaks, loafing, excessive tardiness, and unexcused absenteeism will not be tolerated.

5. To insure a sufficient number of skilled craftsmen to meet the needs of the industry, the Parties will continue to expand and improve their presently recognized apprenticeship and journeymen training programs.

6. The project safety rules and the rules and regulations of the Occupational Safety & Health Act shall apply and be abided by during the construction of a project.

7. Sufficient numbers of journeymen and apprentices will be made available for a project in order that working of overtime will be unnecessary except under extraordinary circumstances. Shift work may be utilized in order to expedite the job and meet completion schedules.

8. It is understood that the User of construction services is concerned with the total project being completed and delivered on time without unnecessary or undue delay created by the involved contractors. Full

cooperation and coordination of the efforts of all contractors, their workmen, and supervisory personnel is required.

9. Anything contained in the respective Collective Bargaining Agreements between the parties hereto to the contrary notwithstanding, the work day or shift work or type of job subject to coverage under a particular collective bargaining agreement as defined in the said respective Collective Bargaining Agreements may be changed during the term of said Collective Bargaining Agreements by mutual agreement between Employer and the Business Manager of LOCAL UNION to such work day or shift work or wage rate as shall be established as aforesaid on any given project on a job-by-job basis.

10. The requirements of the User with respect to security conditions, safety, maintenance of production, parking, and use of vehicles and other regulations will be upheld. The contractor will inform himself of such requirements and, in turn, inform his work force.

11. Under no circumstances will there be a work stoppage or slow

down as a result of a work assignment or jurisdictional dispute. Settlement of work assignments shall follow legal and contractual avenues established for such disputes.

Where conflict seems likely, pre-assignment conferences with the contractors and Business Representatives of the Unions shall be held well in advance of actual work performance for the purpose of making a positive determination if there is thought to be a difference of opinion.

Area practice, prior agreements and decisions of record shall be taken into account; however, in the event a unanimous agreement is not reached, the contractor who has responsibility for the performance and installation shall make a specific assignment.

12. Parties to this agreement shall not discriminate against any Employee because of race, color, religion, sex, national origin, or age. The parties will comply with established minority employment plans as required.

Signed and effective this 1st day of May, 1999.

**MECHANICAL CONTRACTORS  
ASSOCIATION OF EASTERN PENNSYLVANIA, INC.**

By: Jack H. James, *Executive Vice President-Secretary*

**UNITED ASSOCIATION OF JOURNEYMEN AND  
APPRENTICES OF THE PLUMBING AND PIPE FITTING  
INDUSTRY OF THE UNITED STATES AND CANADA,  
LOCAL UNION NO. 690**

By: Edward C. Keenan, *Business Manager*



**APPENDIX B**  
**MEMORANDUM OF AGREEMENT**  
**BY AND BETWEEN**  
**MECHANICAL CONTRACTORS ASSOCIATION OF**  
**EASTERN PENNSYLVANIA, INC.**  
**("ASSOCIATION")**  
**AND**  
**LOCAL UNION NO. 690**  
**("UNION")**  
**OF THE**  
**UNITED ASSOCIATION OF JOURNEYMEN**  
**AND APPRENTICES**  
**OF THE PLUMBING AND PIPE FITTING INDUSTRY**  
**OF THE UNITED STATES AND CANADA**  
**("UNITED ASSOCIATION")**

WHEREAS, the parties to this Memorandum of Agreement recognize that substance abuse by any Employee may seriously endanger other Employees as well as the public and adversely affect work performance in this very competitive industry; and

WHEREAS, the parties have agreed to adopt the following substance abuse policy subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The parties hereby adopt the United Association National Pipe Line Substance Abuse Policy, as the same was adopted by the Pipe Line Contractors Association and the United Association on May 1, 1990 (the "Policy"), for all work coming within the geographic and work jurisdiction of that certain Agreement of the parties made and effective the first day of May, 1999 (the "Agreement"), except as the Policy may be modified by the other terms of this Memorandum of Agreement as hereinafter set forth.

2. The Policy shall only be observed, with respect to Employees of an Employer covered by the Agreement, in the event such Employer is required by an owner, client, user, general contractor or by federal or state law or regulation to establish its own substance abuse policy for a particular job and/or if such Employer elects to establish a substance abuse policy for a particular job. In no event shall this Memorandum of Agreement be construed to require an Employer covered by the Agreement to adopt the Policy on those jobs where it is not required.

Signed and effective this 1st day of May, 1999.

**MECHANICAL CONTRACTORS  
ASSOCIATION OF EASTERN PENNSYLVANIA, INC.**

By: Jack H. James, *Executive Vice President-Secretary*

3. The Policy shall not serve as the substance abuse policy on any job for which an Employer covered by the Agreement is required to adopt and observe the substance abuse policy established by an owner, client, user, general contractor or by federal or state law or regulation, regardless of whether the same is more or less restrictive than the terms of the Policy.

4. In the event the Policy is amended or modified in any respect at any time in the future by the Pipe Line Contractors Association and United Association, the terms of any such amendment or modification shall not be deemed to be part of the Policy for purposes of this Memorandum of Agreement unless and until the Association and the Union mutually agree in writing to the terms of such amendment or modification, as confirmed by an amendment to this Memorandum of Agreement.

5. For purposes of this Memorandum of Agreement, ARTICLE VI (DURATION) of the Policy hereby is eliminated.

6. The Policy shall remain in effect for a period of time to coincide with the term of the Agreement. The Association and the Union agree that either one may move annually to reopen the Policy for purposes of modification or termination by mutual agreement by giving notice sixty (60) days prior to the anniversary date of the execution of the Agreement.

Except as expressly and specifically modified and amended above, the parties hereby ratify and confirm the terms and conditions of the Agreement.

**PLUMBERS LOCAL UNION 690 OF THE  
UNITED ASSOCIATION OF JOURNEYMEN  
AND APPRENTICES OF THE PLUMBING AND  
PIPE FITTING INDUSTRY OF THE  
UNITED STATES AND CANADA**

By: Edward C. Keenan, *Business Manager*

**CONSENT AND APPROVAL STATEMENT**  
**by**  
**EMPLOYERS NOT AFFILIATED WITH THE**  
**MECHANICAL CONTRACTORS ASSOCIATION**  
**OF EASTERN PENNSYLVANIA**

Date \_\_\_\_\_

I, or we, the undersigned EMPLOYER, subscribe to the terms and conditions in the foregoing Agreement.

Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
(Signature and Title)

**PLUMBERS LOCAL UNION 690 (UA)**

By: \_\_\_\_\_  
(Signature and Title)