

**AGREEMENT  
DATED MAY 1, 2003**

1,500 members

23947

**between**

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

**and**

**PLUMBERS LOCAL UNION NO. 690**

**of the**

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

**COVERING PHILADELPHIA, BUCKS, CHESTER,  
DELAWARE AND MONTGOMERY COUNTIES**

**EFFECTIVE  
MAY 1, 2003 UNTIL APRIL 30, 2005**

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THIS AGREEMENT, made and effective this 1st day of May 2003, and amended and restated effective this 1st day of May, 2003 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 JOURNEYMAN 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, 2003 until April 30, 2005, 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 Philadelphia, Bucks, Chester, Delaware and Montgomery Counties.

##### **SECTION 3**

###### **Work Jurisdiction**

This Agreement shall apply to and cover all employees of an Employer employed to perform or performing plumbing, heating and piping work as listed hereinafter within the geographical jurisdiction set forth in Section 2 above:

1. All piping for plumbing, water, waste, floor drains, drain gates, supply, leader, soil pipe, grease traps, sewage and vent lines.
2. All piping for water filters, water softeners, water meters and the setting of same.
3. All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, amusement and water parks, plumbing fixtures and appliances, and the handling and setting of the above mentioned equipment.
4. All water services from mains to buildings, including water meters and water meter foundations.
5. All water mains from whatever source, including branches and fire hydrants, etc.

6. All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc.
  - (a) All sewers and storm drains out to the curb of property lines to be installed by journeymen plumbers.
7. All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and washrooms, shower stalls, etc.
8. All bathroom, toilet room and shower room accessories, i.e., as towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.
9. All lawn sprinkler work, including piping, fittings and lawn sprinkler heads.
10. All sheet lead lining for X-ray rooms, fountains, swimming pools or shower stalls, tanks, or vats for all purposes and for roof flashings in connection with the pipefitting industry.
11. All fire stand pipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose cabinets and accessories, and all piping for sprinkler work of every description.
12. All block tin coils, carbonic gas piping, for soda fountains and bars, etc.
13. All piping for railing work, and racks of every description, whether screwed or welded.
14. All piping for pneumatic vacuum cleaning systems of every description.
15. All piping for hydraulic, vacuum pneumatic air, water, steam, oil or gas, used in connection with railway cars, railway motor cars and railway locomotives.
16. All marine piping, and all piping used in connection with ship building and ship yards.
17. All power plant piping of every description.
18. The handling, assembling, and erecting of all economizers, super-heaters, regardless of the mode or method of making joints, hangers, and erection of same.
19. All internal and external piping on boilers, heaters, tanks, and evaporators, water legs, water backs, and water grates, boiler compound equipment, etc.
20. All soot blowers and soot collecting piping systems.
21. The setting, erecting and piping, for all smoke consuming and smoke washing and regulating devices.
22. The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards, and other controls used in connection with power, heating, refrigeration, air conditioning, manufacturing, mining and industrial work.
23. The setting and erecting of all boiler feeder water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers, and all piping for same in power houses, distributing and boosting stations, refrigeration, bottling, distilling, and brewing plants, heating, ventilating and air-conditioning systems.
24. All piping for artificial gases, natural gases, and holders and equipment for same, chemicals, minerals and byproducts and refining of same, for any and all purposes.
25. The setting and erecting of all under-feed stokers, fuel burners, and piping, including gas, oil, power fuel, hot and cold air piping, and all accessories and parts of burners and stokers, etc.
26. All ash collecting and conveyer piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.
27. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, and mixing devices, and all piping thereto of every description.
28. The setting, erecting and piping of all cooling units, pumps, reclaiming systems, and appurtenances, in connection with transformers, and piping to switches of every description.
29. All fire extinguishing systems, and piping whether by water, steam, gas, or chemical fire alarm piping, and control tubing, etc.

30. All piping for sterilizing, chemical treatment, deodorizing, and all cleaning systems of every description, and laundries for all purposes.
31. All piping for oil or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.
32. All piping for power, or heating purposes, either by water, air, steam, gas, oil, chemicals, or any other method.
33. All piping, setting and hanging of all units and fixtures for air-conditioning, cooling, heating, roof cooling, refrigerating, ice making, humidifying, dehumidifying, dehydrating, by any method, and the charging and testing, servicing of all work after completion.
34. All pneumatic tube work, and all piping for carrying systems by vacuum, compressed air, steam, water, or any other method.
35. All piping to stoves, fire grates, blast and heating furnaces, ovens, dryers, heaters, oil burners, stokers and boilers and cooking utensils, etc. of every description.
36. All piping in connection with central distributing filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorination, chemical treatment, waste water treatment, sewerage treatment and water treatment work; and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, aeration basins, steam piping, steam condensate piping and process piping.
37. All process piping for refining, manufacturing, industrial and shipping purposes, of every character and description.
38. All air piping of every description.
39. All temporary piping of every description in connection with building and construction work, excavating and underground construction.
40. The laying out and culling of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduits, and boxes, used in connection with the pipefitting industry.
41. The handling and setting of boilers, setting of fronts, setting of soot blowers, and attaching of all boiler trimmings.
42. All pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts, and water lines, and booster stations of every description.
43. All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints, or any other mode or method of making joints in connection with the pipefitting industry.
44. Laying out, cutting, bending, and fabricating of all pipe work of every description, by whatever mode or method.
45. All methods of stress relieving of all pipe joints made by every mode or method.
46. The assembling and erecting of tanks used for mechanical manufacturing or industrial purposes, to be assembled with bolts, packed or welded joints.
47. The handling of all materials in connection with the foregoing work as well as the handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipefitting industry.
48. The operation, maintenance, repairing, servicing and dismantling of all work installed by Employers in the Bargaining Unit. The initial protection and the first cleaning only, of all plumbing fixtures will be the work of the Union.
49. All piping for cataracts, cascades, i.e. (artificial water falls), make-up water fountains, captured waters, water towers, cooling towers, and spray ponds, used for industrial manufacturing, commercial, or for any other purposes.
50. Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, wood, or any other kind of material or product manufactured into pipe, usable in the pipefitting industry, regardless of size or shapes.
- (a) The rigging, leveling and setting of all fixtures, boilers assembled, compressors and any other equipment used in connection with the piping or pipefitting industry. The rigging, placing of hangers necessary to support same.
51. And as demonstrated by custom, any other work as fits within the trade-line jurisdiction of the United Association.
52. Installation of all pipe whether in the ground or above the ground used for drainage, waste, water lines, including industrial waste and acids and other usage including deliverance of solids and liquids.
53. The installation, repair and maintenance of all hydraulic heating and/or cooling units, however energized.
54. It is mutually agreed that the operation, maintenance, repair and protection of all tools and equipment used by the journeymen is the work of the United Association. It is the intention that the journeymen shall have complete control of their own equipment. The equipment referred to in this section shall include, but not be limited to, welding machines and accessories, regardless of the source of power, pipe threading and cut-off machines, winches, hoists, A-frames, stiff-leg derricks, cherry-pickers, back hoes, front end loaders, fork lifts, ditch witches, hydraulic and aerial platforms, winch trucks, job trucks, homelite generators, pumps, electric drills, transit levels, laser beams, where in connection with performing of United Association Pipe Work.
55. All backing, regardless of material, for bathroom fixtures and accessories, heating accessories shall be installed by journeymen.
56. When lifting devices are required in conjunction with the work of employees in this unit, a rigging crew of such employees shall be assigned by the Employer to man the rig. The size of the crew shall be determined by agreement between the Employer and the Business Manager or Agent of the Union.
57. Geothermal Systems.
58. Radon Piping Systems.
59. Fire Stopping of pipe or fixture penetration sleeves.
60. All appliances and fixtures related to the plumbing industry such as washers, dryers, refrigerators, gas ranges, garbage disposals, dish washers and all related appliances, including the unloading, handling, distribution and installation of such appliances.

## 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. At the start of the shift, the journeymen plumbers and apprentices must be out of the trailer, ready to go to work.

## SECTION 2

### Overtime

Any work performed by employees between 4:30 PM. and 7:00 a.m. And between 12 noon and 12:30 p.m. and Saturday shall be paid for at one and one-half (1 1/2) times the straight time rate. Any work performed in excess of twelve (12) hours work continuously, Sundays, New Years 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 double (2) 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. 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 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. 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, which shall be at one and one-half times (1-1/2x), and Sunday, or holidays (on holidays hereinbefore set forth) work, which shall be at double (2) 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 "non-standard" working hour shift, for a minimum of five (5) consecutive work days, 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 and will be guaranteed for a minimum of forty (40) hours each for the entire crew.

### 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 (7-1/2) hours worked and one half (1/2) 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 (1-1/2x) and all hours thereafter will be paid for at the rate of double time (2x). The first twelve (12) hours worked on Friday and Saturday will be paid for at the rate of time plus one-half (1-1/2x) 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 for the work defined above shall be one and one-half times (1-1/2x) the hourly rate, except on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day and on such days as the above mentioned holidays are observed, on which mentioned holidays the rate for said work shall continue at double (2) the hourly rate.

## ARTICLE III

### SECTION 1

#### Straight Time Rates of Pay

Commencing May 1, 2003, straight time for journeymen plumbers shall be paid at the rate of Thirty-Four Dollars and Sixty Five Cents (\$34.65).

Commencing May 1, 2004, the journeyman plumber's hourly rate shall be increased by Three Dollars and Ten Cents (\$3.10) The Union shall have the option of applying such increase or portions of such increase to fringe benefits including the Pension Plan, the Supplemental Retirement Plan, and the Health Plan.

### 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 journeymen 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 (2nd) 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 contribution 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.

In the event of a lay off, the Employer, on a per shop basis, shall first layoff any First, Second or Third Period apprentice before laying off any Fourth through Tenth Period apprentice.

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 such 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 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.

## SECTION 8

### Power Plant

The parties agree that the first new power generation plant to be constructed in the Reading and Lehigh Valley Districts will be worked at the full Philadelphia wage and fringe benefit rate.

## 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

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.

## 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.

It is the intent of the parties to this Agreement to provide a safe work environment for all employees. Employer will provide hard hats, eye shields, hearing protection, face shields, burning goggles, welding gloves and/or other safety devices as may be required by law, local ordinance or at their discretion to reduce industrial accidents. Employees shall supply hard-soled footwear or steel-toed footwear, as necessary, and gloves.

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.

Local 690 will establish a ten (10) hour OSHA approved safety training course. Cost of the course will be paid by the Apprentice Fund. All Local 690 members will be strongly encouraged to complete this training by April 30, 2005, the end of this contract period. Journeymen plumbers and apprentices employed by contractors who establish their own ten (10) hour OSHA approved training course will receive straight time pay by the contractor.

## 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. Water, hand cleaner and towels, or a method to dry wash hands shall be provided by the Employer.

## ARTICLE VI

### SECTION I

#### 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 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 that a majority of the Employers' Employees have authorized the Union to represent them in collective bargaining with the Employer 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 Section 9(a) collective bargaining agent for all of its journeymen plumbers and apprentices 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.

## 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.

## 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.

## SECTION 4

### Employer Reporting Requirements

All Employers signatory to this Agreement shall report to the LOCAL UNION the name and address of all jobs contracted for in excess of \$5,000.00.

## ARTICLE IX

### SECTION 1

#### Employer Payments for Fringe Benefits

(a) The parties hereto agree that commencing May 1, 2003, 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 double (2x) or one and one-half (1-1/2x) the regular rate per hour for each hour of overtime worked, in accordance with ARTICLE II, Sections 1 through 6, 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 journeymen plumbers and apprentices employed by said respective Employers, which shall be paid by checks to the order of Wachovia 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, 2003

Journeymen:

Health Plan .....	\$ 6.41
Health Plan - Eligibility Maintenance .....	.50
Pension Plan .....	5.10
Pension Plan -Additional Benefit Contribution .....	.50
Supplemental Retirement Plan .....	3.06
Apprenticeship Training Plan .....	.47
Industry Fund .....	.22
Scholarship Fund.....	.05

Apprentices:

Health Plan .....	\$ 6.41
Health Plan - Eligibility Maintenance .....	.50
Pension Plan .....	1.25
Pension Plan -Additional Benefit Contribution .....	.20
Supplemental Retirement Plan .....	.70
Apprenticeship Training Plan .....	.47
Industry Fund .....	.22
Scholarship Fund.....	.05

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, 2004, 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, 2004, 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, 2004, upon the mutual agreement of the parties, this Agreement may be reopened for the sole purpose of increasing the hourly contributions to the Health Fund and/or the Pension Fund, should the Trustees of such Plan agree that such increase is necessary.

(B) The Union may designate work otherwise covered by this Agreement as targeted work. As part of this designation, the Union may enter into an agreement that provides that the contribution to the Health Plan and/or the Pension Plan is lower than the hourly rate stated above. The Agreement may eliminate the hourly contribution to the Health Plan and/or the Pension Plan for such targeted work.

The parties to this agreement acknowledge that pursuant to the authority given to the Trustees in the Trust Agreement establishing the Health Plan, the Trustees may determine that employees performing targeted work at the lower hourly contribution rates than stated in (a) may receive reduced benefits or no benefits.

Each employer signatory to this Agreement will pay to the Health Plan an additional contribution of \$.50 per hour for each hour of work covered by this agreement for Eligibility Maintenance. The Eligibility Maintenance contribution will first be used by the Trustees of the Health Plan to supplement the benefits of employees working on targeted work at hourly contributions rates lower than stated in (a) to insure, to the extent it is financially feasible, that such employees will not lose health benefits or receive benefits because of the lower contribution rate. The Eligibility Maintenance contribution may also be used, in the discretion of the Trustees after they have provided for the maintenance of benefits of employees working on targeted jobs, to maintain benefits and eligibility for other employees.

Each employer signatory to this Agreement will pay to the Pension Plan an "Additional Benefit Contribution Amount" (as defined in the Plan) of \$.50 cents per hour per journeyman and \$.20 cents per hour per apprentice for each hour of work covered by this Agreement. This "Additional Benefit Contribution Amount" will first be used by the Trustees of the Pension Plan to fund the benefits earned by employees working on targeted work at hourly contribution rates lower than stated in (a). The "Additional Benefit Contribution Amount" may also be used, in the discretion of the Trustees after they have provided for the funding of benefits earned by employees working on targeted jobs, to provide or fund any other benefit under the Plan.

## SECTION 2

### Vacation Plan

Commencing May 1, 2003, every Employer under the terms of this Collective Bargaining Agreement and every other mechanical contractor in contractual relationship with LOCAL UNION and/or employing journeymen plumbers and apprentices represented by LOCAL UNION shall withhold out of the net wages (gross wages less usual payroll deductions) of each journeyman plumber employed by it the sum of One Dollar and Fifty Cents (\$1.50) and of each apprentice employed by it the sum of Fifty Cents (\$.50) per hour for the hours compensated (withholding for Vacation Plan shall be double (2) or one and one-half (1-1/2) the regular rate per hour for each hour of overtime worked in accordance with ARTICLE II, Section 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 and shall pay over such amounts so collected by checks to the order of Wachovia Bank, which shall be the Depository of said Vacation Plan, and

shall be mailed to The Industry Fund Building, 2791 Southampton Road, Philadelphia, PA 19154.

## SECTION 3

### 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 4

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

Every Employer shall deduct Twelve Cents (\$.12) 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 Ten Cents (\$.10) 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 5 and 6 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.

## SECTION 5

### Due Dates of Payments and Reports

The contributions and payments to be made in accordance with Sections 1, 2, 3, and 4 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 6

### Delinquency in Making Payment or Report

(a) In the event the contributions and payments provided for in Sections 1, 2, 3, and 4 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 5 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 Sections 1 and 2 or by the Union regarding contributions and payments pursuant to Sections 3 and 4 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 Benefits 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. If a lawsuit needs to be filed to collect any amounts due the Benefit Plans, the Employer shall also be responsible for liquidated damages in the amount of twenty percent (20%) of the contributions due at the time the lawsuit is filed, plus interest, costs and attorney's fees associated with the collection of delinquent contributions. 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 Employer's 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.

(B) Regardless of whether any contributions or payments are owed pursuant to ARTICLE IX, Section 4, 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 7

### 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, (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 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 Vacation 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). Once it receives approval from the IRS, the Scholarship 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, Apprenticeship Training, Vacation and Scholarship 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

#### Powers of Apprenticeship Committee

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

### Actions of Apprentice Committee Not Subject to Arbitration

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.

**Total Number of Hours  
Worked for Employer by  
Journeymen Plumbers and  
Apprentices during  
the Prior Calendar Year**

**Dollar Amount  
of Bond**

0-5,100 .....	\$25,000
5,100-10,500 .....	\$50,000
10,501-21,000 .....	\$75,000
21,101-30,000 .....	\$100,000
30,001 and above .....	\$150,000

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. However, should the Employer's average hours per month for three (3) consecutive months reach a level that on an annualized basis would place the Employer in a higher bond amount category, then the Employer must furnish a bond appropriate for the higher bond amount. 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, 3 and 4 of ARTICLE IX hereof.

If any Employer covered by this Agreement on a project as a Prime or Sub-Contractor is forced to cease work on that project due to the failure on the part of the Owner, Prime Contractor, or Sub-Contractor, to pay monies due for properly submitted progress payments and/or payments for completed work and/or payments for approved changes and/or payments for work done under a notice to proceed order when such payments are due, then the Union is free, and not in violation of this Agreement, to not furnish workers to the Owner, Prime Contractor, Sub-Contractor, or other Contractor for purposes of completing that work. The purpose of this provision is to protect the ability of the Employer to properly pay wage and benefit contributions owed to the bargaining unit employees working under this Agreement.

## **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 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 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. The shop steward shall be the last laid off and first recalled to the job site where the steward was appointed.

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 requesting 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 Employer's free movement of his Employees throughout his entire company's work-force.) When re-hiring previous Employees within forty-five (45) days of lay-off, 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**

#### **Employer Reporting Requirements**

(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.

### **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 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 or her 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 or her 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 the Employee 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) calendar 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 or her position on the list if he or she cannot be reached when employment is available and efforts to reach him 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 non-members of this 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 Workplace 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 work-sites within their jurisdictions. The parties have agreed that a new drug testing policy will be negotiated and made effective May 1, 2003. The new policy will permit drug tests only if required by the owner after an on-the-job accident or when reasonable cause exists. There will be no pre-employment drug testing under the policy. The parties will attempt to structure a policy that will avoid repetitious testing among signatory contractors.

## **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 Appendix A, B and C 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 three (3) 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 or she be selected by the Joint Arbitration Board or designated by the American Arbitration Association, shall, within forty-eight (48) hours after his or her 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 or she shall make a final decision within fourteen (14) days after the date upon which the first (1st) 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: Herman Goldner, *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

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 responsibility 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 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 workforce.

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, 2003

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

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

**UNITED ASSOCIATION OF JOURNEYMAN 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, 2003 (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.

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 a 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 sixth (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.

Signed and effective this 1st day of May, 2003.

**Mechanical Contractors Association  
of Eastern Pennsylvania, Inc.**

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

**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*

## **APPENDIX C**

### **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 there may arise in few limited number of circumstances, situations where the Hours of Work may need to be adjusted due to the location of the jobsite or the type of work that needs to be performed.

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

1. Article II, Section of the Agreement may be adjusted by mutual consent of the LOCAL UNION and the EMPLOYER to allow starting shifts as early as 6:00 a.m. and ending shifts as late as 5:30 p.m. when the LOCAL UNION AGREES such changes are permitted.

Signed and effective this 1st day of May 2003.

**Mechanical Contractors Association  
Of Eastern Pennsylvania, Inc.**

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

**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, INC.**

Date \_\_\_\_\_

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

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

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

**PLUMBERS LOCAL UNION 690 (UA)**

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