

AGREEMENT

between the

PLUMBING AND PIPING CONTRACTORS

of the

PARKERSBURG AREA PLUMBING, HEATING & MECHANICAL
CONTRACTORS ASSOCIATION

and the

UNITED ASSOCIATION OF
JOURNEYMEN AND APPRENTICES
OF THE
PLUMBING AND PIPEFITTING INDUSTRY

of the

United States and Canada

(A.F.L. - C.I.O.)

LOCAL UNION NO. 565

of Parkersburg, West Virginia

July 1, 2018 through June 30, 2021

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AGREEMENT

It is mutually understood that the public can best be served and progress maintained and furthered in the Plumbing and Pipefitting Industry only if there is a sound, reasonable and harmonious working arrangement between the Employer and Employee. This agreement, therefore, is made and entered into by and between the Parkersburg Area Plumbing, Heating and Mechanical Contractors Association (hereinafter referred to as "Association"), acting for and on behalf of its signatory members and other contractors signatory to this agreement who have assigned their bargaining rights to the Association or otherwise agreed to be bound by this agreement and any subsequent agreement negotiated by the parties (hereinafter referred to as "Employers") and PLUMBERS AND STEAMFITTERS LOCAL UNION NO. 565 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada (hereinafter referred to as "Union").

ARTICLE I Length and Purpose of Agreement

Section I.I This Agreement made this 1st day of July 2018 shall be effective through June 30, 2021.

Section 2.1 The purpose of this Agreement is to establish the wages, hours and other conditions of employment and to establish rules and procedures for the settlement of disputes and differences between the parties and to secure at all times a sufficiency of skilled journeymen so that the Employer may have sufficient capable employees and the employees may have as much continuous employment as possible, thereby preventing waste and unnecessary expenses, annoyance or delay caused by strikes, lockouts or other labor-management disputes.

ARTICLE II Geographical Jurisdiction

Section 2.1 The jurisdictional area covered by this Agreement is the same territorial jurisdiction allocated to the local union by the United Association. It includes the counties of Wood, Tyler, Pleasants, Ritchie, Wirt, Jackson, and Calhoun in their entirety.

ARTICLE III
Economic Package

Section 3.1

	<u>7/1/18</u>	<u>7/1/19</u>	<u>7/1/20</u>
Base Rate			
Journeyman	\$ 40.95	+ \$1.00	+ \$1.00
Fringes			
Health & Welfare	\$8.10		
National Pension	\$8.92		
Auxiliary Pension	\$5.34		
Education & Development Fund	\$.10		
Apprenticeship Fund	\$1.30		
National Training Fund	\$.10		
 Total Fringes	 \$23.86		
 Total Package	 \$64.81		

Deductions

* Working Assessment	- 5% of gross	(all members, journeymen & apprentices pay 5%)
* Building Trades / ACT	- \$.25	
* State Pipe Trades	- \$.26	
* Construction Advancement Fund	- \$.08	
* Building & Maintenance Fund	- \$.20	

Foreman Rate

Foreman	+ \$1.50
Foreman (4 or more men)	+ \$2.00
Area Foreman	+ \$3.00
General Foreman	+ \$4.00
Sketch Hand	+ \$1.50

* Denotes deductions from employees check

Section 3.2 APPRENTICES

Effective September 1, 2014, fifteen cents (15¢) will be added to the apprentice fund, bringing the contribution to one dollar and five cents (\$1.05). If in any given year the fund exceeds \$180,000.00, the fifteen cents will be deducted (does not go on the check) and the apprenticeship contribution will go to ninety cents (90¢), and will continue at that rate until it reaches the lower limit of \$130,000.00; at which time, with a two month notice, it will increase back to one dollar and five cents (\$1.05) per hour.

Contributions to fringe benefits shall be made on behalf of all new apprentices starting from the first day of employment as follows; first year Health & Welfare only.

Apprentice Scale:

1st 6 months	-	50% plus 100% Health & Welfare
2nd 6 months	-	50% plus 100% Health & Welfare
3rd 6 months	-	60% plus 60% Nat'l & Aux Pensions, 100% H&W
4th 6 months	-	65% plus 65% Nat'l & Aux Pensions, 100% H&W
5th 6 months	-	70% plus 70% Nat'l & Aux Pensions, 100% H&W
6th 6 months	-	75% plus 75% Nat'l & Aux Pensions, 100% H&W
7th 6 months	-	80% plus 80% Nat'l & Aux Pensions, 100% H&W
8th 6 months	-	85% plus 85% Nat'l & Aux Pensions, 100% H&W
9th 6 months	-	90% plus 90% Nat'l & Aux Pensions, 100% H&W
10th 6 months	-	95% plus 95% Nat'l & Aux Pensions, 100% H&W

Payments received by this fund shall be used for the purpose of conducting training programs for journeymen, apprentices and any other category of employees covered by this Agreement, and for the hiring and employment of training coordinators and instructors who are to conduct such programs.

Union agrees to continue to maintain its apprentice program base on indication that number of apprentices to be employed conforms to the needs and practices in the community as determined by the Joint Apprenticeship Committee comprised of equal Union Representatives and equal Employer Representatives.

The Business Manager, or his designee, shall have sole discretion over the dispatching, recalling, and placing of Apprentices for ratio purposes only, with approval of the JAC.

Apprentice ratios are to be determined by SHOP as defined in the Master Labor Agreement, Section 20.7. Furthermore the shop and principal place of business must be located in the territorial jurisdiction of Local 565.

Apprentices may be employed in accordance with the following ratios:

1 Foreman, 1 Journeyman, 1 Apprentice. Thereafter, an Apprentice may be employed when an additional three (3) Journeyman have been employed, the same ratio applies thereafter.

Apprentices shall serve a term of apprenticeship as stipulated in their contract with the Apprenticeship Committee. The hourly wage rate for apprentices shall be as provided in this Agreement.

Fifth-Year Apprentices shall be counted as Journeymen solely for the purpose of calculating the ratio of Apprentices-to-Journeymen on an existing jobsite. This language in no way suggests that a fifth-year apprentice will have the official status of Journeyman.

Section 3.3 SUPERVISION

Sketch Hand - \$1.50 per hour.

Foreman - Journeyman rate plus \$1.50 per hour.

Foreman Working 4 or more Journeymen (excluding Apprentice) Journeyman rate plus \$2.00 per hour.

Area Foreman - Journeyman rate plus \$3.00 per hour.

General Foreman - Journeyman rate plus \$4.00 per hour.

Section 3.4 OVERTIME

Same as U.A. National Construction Agreement.

After regular eight hour day - 1 1/2 til 10 hrs. then double

Saturday - 1 1/2 til 10 hrs. then double

Sunday - Double

Holiday - Double

Except overtime worked on emergency residential maintenance and repair work between the hours of 8:00 A.M. Monday and 4:30 P.M. Saturday may be done at the time and one-half (1 1/2) rate of pay.

Section 3.5 HOLIDAYS

For the specific provisions governing holidays, refer to Article XII, Section 12.4. For the specific provisions governing the economic package refer to Articles XI, XII, XIII, XIV, XV, XVI, XVII, XVIII, and XIX.

**ARTICLE IV
Recognition**

Section 4.1 The Association and Employers hereby recognize Local Union 565 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada as the sole and exclusive bargaining representatives for all their employees performing any work covered by this Agreement and employed by the Employer in the area described in Article II.

Section 4.2 The Union and employees hereby recognize the Parkersburg Area Plumbing, Heating and Mechanical Contractors Association as the sole and exclusive bargaining representative for all of its Employer members and for those non-member contractors that have furnished the Association with collective bargaining authorizations.

**ARTICLE V
Union Security**

Section 5.1 All employees, members of the Union, now in the employ of Employer shall remain members in good standing in the Union during the term of this Agreement. All employees covered by this Agreement, hereinafter employed by the Employer, shall become members of the Union on the earliest date provided by applicable Federal Law after their employment, or the date of the Agreement, which ever is later, and shall remain members of the Union in good standing during the term of this Agreement.

In interpreting good standing, an Employer shall not discharge any employee for non-membership in the Union: (a) If he has reasonable grounds for believing that such membership was not available to the

employee on the same terms and conditions generally applicable to other members, or (b) that the Employer has reasonable grounds for believing that membership was denied or terminated for reasons other than failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership. Where the Union requests the discharge of an employee pursuant to this Section, the Union shall, if requested, provide information substantiating that an employee has failed to comply with the membership requirements of this Section.

Section 5.2 Either party to this Agreement shall have the right to reopen the negotiations pertaining to Union Security when the Federal Laws applicable thereto have been changed, by giving the other party thirty days written notice.

Section 5.3 Authorized representatives of the Union shall have access to jobs where employees covered by this Agreement are employed, provided they do not unnecessarily interfere with the employees or caused them to neglect their work; and further provided such Union representative complies with customer rules.

Section 5.4 A Steward shall be a qualified workman appointed by the Business Agent and confirmed in writing to the Employer. The Steward shall be the last employee to be laid off, provided he is qualified to perform the work which remains to be done at the job.

The Steward shall not be terminated or laid off, except as the last employee, without prior notice to the Local Union 565.

ARTICLE VI Management Rights

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

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

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

Section 6.4 O.S.H.A.

It shall be the responsibility of the Employer and the Employee to abide by the provisions of the Occupational Safety Health Act.

ARTICLE VII Trade or Work Jurisdiction

Section 7.11 This Agreement covers the rates of pay, hours and working conditions of all employees engaged in the installation of all plumbing and/or pipefitting systems and the component parts thereof, including fabrication, assembling, erection, installation, testing, balancing, dismantling, repairing, reconditioning, adjusting, altering, servicing and handling, unloading, distributing, tying on and hoisting of all piping materials, any method, including all hangers and supports of every description and all other work included in the trade jurisdiction of the United Association, as set forth in Appendix A which is incorporated herein and made part of this Agreement.

Section 7.2 Equipment used on building and construction work in conjunction with the work of the trade, as a time and labor saving device, shall be operated by employees covered by this Agreement.

Section 7.3 The operations of pumps, air compressor and welding machines when used in conjunction with work covered by this Agreement shall be done by employees covered by this Agreement. The testing and balancing of all plumbing and pipefitting systems of component parts thereof shall be done by employees covered by this Agreement.

Section 7.4 It is understood that the settlement of jurisdictional disputes with other Building Trades organizations shall be adjusted in accordance with the procedure established by the Impartial Jurisdictional Disputes Board or any successor agency of the Building and Construction Trades Department.

Section 7.5 It is understood that a trade or craft dispute in a United Association local union or between two or more United Association local unions shall be adjusted and decided in accordance with procedure established in Section 4 of the Constitution of the United Association, as revised and amended.

Section 7.6 There shall be no work stoppage because of jurisdictional disputes.

ARTICLE VIII No Strike, No Lockout

Section 8.1 During the term of this Agreement each of the signatory parties agree that there will be no strikes, work stoppages or lockouts by members of the Union or by the Employer, provided, however, the Union may strike where an employer fails to pay wages in full and on time or the Union has been advised by the administrative officer of the fringe benefit funds in accordance with Section 19.4, that an Employer is delinquent in the payment of fringe benefits.

Section 8.2 This no strike, no lockout commitment is based upon the agreement by both parties to be bound by the grievance and arbitration provisions of this Agreement.

ARTICLE IX Grievance and Arbitration Procedure

Section 9.1 In the event of any dispute between parties of this Agreement as to the rights and/or obligations under this Agreement, a representative of Local 565 and a representative of the Employer shall be immediately notified. Every effort possible shall be made by these individuals to settle the dispute before the subsequent provisions of this Article are invoked. This Article shall not be applicable to, nor invoked insofar as any controversy, which may arise concerning fringe benefit funds.

Section 9.2 In the event that a dispute is not settled under the provisions of Section 9.1, it shall be referred to the Joint Grievance Committee composed of two representatives of the Union and two representatives of the Association. Said Committee shall meet within two working days following receipt of written notice to the Union and to the Association from either of the parties to the dispute. The Joint Grievance Committee reserves the right to make the final decision in any dispute and final interpretation of any of the provisions of this Agreement.

Section 9.3 (a) In the event a grievance is not satisfactorily settled by the Joint Grievance Committee with five (5) working days after having been first considered by such Joint Grievance Committee, the Union or the Association may elect to submit such grievance to impartial arbitration by notifying the other party and the affected Employer in writing to that effect. The Union and the Association may mutually agree to a permanent impartial arbitrator. If they have not agreed to a permanent arbitrator, the Union and the Association shall thereupon select a disinterested person to act as an impartial arbitrator for such grievance.

If the Union and the Association cannot agree upon such impartial arbitration, then such impartial arbitrator shall be selected from a list of five (5) arbitrators to be furnished by the Federal Mediation and Conciliation Service, said selection to be effected by the parties alternatively striking names from such list and the person whose name remain on the list after four (4) having been so stricken shall be the impartial arbitrator. Such selection of the impartial arbitrator shall be effected within five (5) days (excluding Saturdays, Sundays and Holidays) after receipt of the list from the Federal Mediation and Conciliation Service.

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

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

Section 9.4 Any time limits provided for in the grievance and arbitration procedure set forth in this Article may be waived or extended by mutual agreement between the Union and the Association.

Section 9.5 It shall not be a violation of this Agreement, or of the no-strike clause, if members of Local 565 refuse to cross a lawful primary picket line. Where such a picket line has been set up, every possible effort shall be made by the Business Representative to make arrangements, which will permit the employees subject to this Agreement to continue to work.

In lieu of the Federal Mediation and Conciliation Service, the parties can obtain a list from any of the following; A State Employment Relations Committee or the American Arbitration Association.

ARTICLE X Referral and Hiring Procedures

Section 10.1 In the referral of applicants, the Employer shall be the sole judge of the number of employees required.

Section 10.2 The Employer agrees to be bound by the referral practices in the local area as per Addendum covering Referral Procedure dated September 22, 1982.

Section 10.3 The Employer shall request the Local Union to refer competent and skilled journeymen and/or apprentices to the best of its ability, the Union will refer personnel qualified for the work for which they were requested.

Section 10.4 The selection of applicants for referral to jobs shall be on a non-discriminatory basis and in accordance with the President's Executive Order 11246, as amended, and Title VII of the Civil Rights Act of 1964 and shall not be based on or in any way affected by union membership by-laws, rules, regulations,

constitutional provisions or any other aspect or obligations of union membership, policy or requirement.

Section 10.5 The Employer shall retain the right to reject any applicant referred by the Union with reasonable or just cause.

Section 10.6 Applicants referred to the job shall report to an employment office established for the job site.

If a member accepts a call-by-name request for work located within the geographical jurisdiction of Local 565, including foreman, they automatically fall from the out-of-work list and must re-sign when laid off. Exceptions would be for out-of-town work and apprentices.

Section 10.7 Selection and employment of the required number of apprentices and the administration of the local apprenticeship system shall be governed by the term and procedures established by the Joint Apprenticeship Committee.

Section 10.8 The Union agrees, to the best of its ability, to furnish to the Employer, at all times, duly qualified journeymen and/or apprentices in a sufficient number, as determined by the Employer necessary to properly execute the work contracted by the Employer in the manner and under the terms specified in this Agreement.

Section 10.9 If, upon request, the Local Union is unable within forty-eight (48) hours to supply journeymen with special skills, the Employer may secure journeymen from any other source.

Section 10.10 Journeymen with special skills shall perform any work coming within the coverage of this Agreement.

Section 10.11 BONDING PROVISIONS

All contractors requesting employees shall post a Fidelity or Surety Bond in the amount of twenty thousand dollars (\$20,000.00) with the Local before any referrals shall be made to the Employer. This bond shall be held as surety for all wages, benefits, Educational Fund, Etc., as outlined in this Agreement and must remain in effect until termination of all employees and all payments as stated, are satisfied or after one year from initial request for employees, with no default in payments.

ARTICLE XI Wages

Section 11.1 The straight time hourly wage rate of pay per hour under this Agreement commencing the 1st day of July 2018, shall be as set forth in Article III of this agreement.

Section 11.2 It is the intent and purpose of this section that fringe benefit contributions on behalf of key employees shall be paid to the fringe benefit funds of their home local unions and that there shall not be double payment of fringe benefits contributions to the funds of the home local and the funds of the local in whose jurisdiction the key employee is employed. When an Employer subject to this Agreement, whose principal place of business is within the geographical jurisdiction of this Agreement, sends a key employee represented by the Union to a job outside the area covered by this Agreement, the employee shall be paid the total economic package of the local union in whose jurisdiction he is working or of the Union party to this Agreement, whichever is higher. The fringe benefit contributions for such key employee shall be those specified in this Agreement and shall be paid on behalf of such key employee by the Employer "to the fringe

benefit funds set forth in this Agreement. When an Employer who is subject to this Agreement, whose principal place of business is outside the geographical jurisdiction of this Agreement, brings in a key employee to a job in the area covered by this Agreement, the key employee shall be paid the total economic package of the Union party to this Agreement or of his home local union, whichever is higher. The fringe benefit contributions for such a key employee shall be those specified in the agreement of his home local union and shall be paid on behalf of such key employee by the Employer to the fringe benefit funds set forth in the agreement of his home union.

Gross Wages for the purpose of this Agreement shall be the total taxable wages:

Per I.R.S. Revised Ruling 74.445

In the instant case the "travel allowances" are flat per diem amounts paid whether or not the employee incurs any expenses on his daily travel between the job site and company head-quarters, and in the case of employees using their own vehicles are in addition to the mileage rate payments made as reimbursements for actual expenses. Therefore, the "travel allowance" payments are not advances or reimbursements for expenses incurred or reasonably expected to be incurred in the business of the employer.

Accordingly, the "travel allowance" payments are additional remuneration to the employees and, as such, are "wages" for the purpose of the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, and the Collection of Income Tax at source on wages.

ARTICLE XII Hours of Work, Overtime and Shift Work

Section 12.1 On single shift operations, eight (8) hours shall constitute a day's work. Starting time and quitting time shall be by majority vote of crafts on job, between the hours of 7:00 a.m. and 5:00 p.m.

Section 12.2 Overtime rates shall be as provided in Article III, Section 3.4, of this Agreement and shall be paid after eight (8) hours of work on any day, Monday through Friday, and on Saturdays, Sundays and holidays.

Section 12.2a When journeymen and/or apprentices are required to work during their eating period in a regular workday, they shall be paid for the eating period at the overtime rate.

Section 12.3 Shift work may be performed at the option of the Employer, but when performed it must continue for a period of not less than five (5) consecutive work days, Saturday and Sunday, if worked, can be used for establishing the 5-day minimum shift work period, (example: Wednesday, Thursday, Friday, Monday, Tuesday) or (Wednesday, Thursday, Friday, Saturday, Sunday). The workweek for straight time shift purposes shall be considered to start with the beginning of the day shift on Monday and end with the completion of the second shift on Friday if only two shifts are worked. The first or day shift shall work a regular eight (8) hour shift. If two shifts are worked, the second shift shall be eight (8) hours for which each employee shall receive pay for the hours worked plus fifteen per cent (15%). Work in excess of eight (8) hours will be paid at overtime rate as explained in Article III, Section 3.4. If three (3) shifts are worked, the Day Shift shall start at 8 a.m. and end at 4 p.m. with pay for eight hours. The afternoon shift shall start at 4 p.m. till 12 p.m. with pay for eight hours at regular rate plus 15%. The Night Shift shall start at 12 p.m. and work till 8 a.m. with pay for eight hours at the regular rate plus 15%.

Time worked in excess of the above mentioned shifts shall be paid regular rate plus 15%, one and half times (1 1/2) or two (2) times this amount, or as explained in Article III, Section 3.4. When three shifts are worked, the workweek shall start at 12:01 a.m.

Monday.

Section 12.4 The following holidays, if worked, shall be paid for at the applicable rate set forth in Article III, Section 3.4:

New Years, Decoration Day, Independence Day, Labor Day, Veteran's Day, (November II), Thanksgiving Day, Friday after Thanksgiving, and Christmas Day: and shall be paid, if worked, at two (2) times the regular rate.

When the legal holiday falls on Sunday, then the following Monday will be observed as the legal holiday. When the legal holiday falls on Saturday, then the proceeding Friday shall be observed as the legal holiday.

Contractors will not discontinue work for periods of more than one day in the regular workweek, in observance of legal holidays, unless mutually agreed to by the parties.

Section 12.5 Sunday will start at 12:00 midnight on Saturday and end at 12:00 midnight on Sunday.

Section 12.6

1) With a four-day notice and beginning on Monday, the Employer may schedule a four (4) day workweek at ten (10) hours per day. The standard workday shall be an established consecutive ten (10) hour period between the hours of 6:00 a.m. and 6:30 p.m. exclusive of a thirty (30) minute lunch period scheduled by the Employer near the midpoint of the workday. Forty hours per week shall constitute a week's work Monday through Thursday, inclusive. If, due to inclement weather, it is not possible to work Monday through Thursday, Friday may be used as a makeup day at straight time rate of pay by mutual agreement between the Union and the Employer. A ten (10) hour workday must be scheduled for Friday when used as a makeup day and all employees will be eligible to work. Time worked in excess of forty (40) straight time hours in the workweek shall be paid at the overtime rate of time and one-half.

2) All time before and after the established workday of ten (10) hours, Monday through Thursday, and all time on Friday (except when used as a makeup day) and Saturday shall be paid at the rate of time and one-half. All time on Sundays and Holidays shall be paid at the rate of double time.

3) An employee who received less than forty (40) hours of work (from the date of hire to date of termination), through no fault of his own, shall receive overtime pay for all hours worked in excess of eight (8) hours per day (short term work).

4) Holidays occurring on any day of four (4)-ten (10) week shall be considered as a day worked.

ARTICLE XIII Payday, Accountability and Termination

Section 13.1 Each employer shall pay his employees on or before five (5) days after the end of each payroll period. If payday falls on a holiday employees shall be paid the preceding day. When employees are laid

off or discharged, they shall be paid in full at the time of termination of employment. If an employee quits, he will be paid in full at the end of the next regular pay period.

Section 13.2 Each employee shall be given a separate check stub or prepared slip showing the information required by law. The Employer will comply with all Municipal, State and Federal laws, especially with the Workman's Compensation Law of West Virginia, and the Social Security Law and current (quarterly) certificates evidencing compliance therefore, shall be conspicuously posted on the job. Members shall not work for the Contractors not carrying the above.

Section 13.3 The Employer will notify the employee, or the employee will notify the Employer, twenty-four (24) hours in advance of his intention to terminate his or their employment.

Section 13.4 The employee will account for all tools, issued properties and material belonging to the Employer upon termination of employment.

Section 13.5 Employees may only be terminated for just cause. Upon termination, the Employer will make out a notice of termination slip setting forth the reason for termination, giving one copy to the employee, one copy to the Union and one copy for the Employer's file.

**ARTICLE XIV
Supervision**

Section 14.1 The selection of craft foremen and general foemen shall be the responsibility of the Employer.

Section 14.2 When an employee is directed by the Employer to travel to a job away from his home to an out-of-town job, or from one out-of-town to another and such move requires the individual to change his residence, the Employer shall pay transportation expenses, meal and subsistence and travel time based on the straight time hourly rate at the location of the new job not to exceed eight (8) hours in any one calendar day.

Section 14.3 Journeymen who are designated by the Employer to represent them on a job or who are required to supervise other journeymen, or journeymen who are designated as sketchmen, take-off men or material expeditors, shall be classified as foremen and shall be paid at foreman's rate of pay.

Section 14.4

SUPERVISION SHALL BE AS LISTED:

4 to 10	1	0	0
11 to 20	1	1*	0
21 to 30	3	0	1
31 to 40	4	0	1
41 to 50	5	1	1
51 to 60	6	2	1
61 to 70	7	2	1
71 to 80	8	2	1

* Area Foremen may carry 10 men (11-20)

The same ratio will prevail as additional journeymen are hired. Journeymen employees will take orders only from their immediate superior. A foreman may work with his tools, until the fifth journeyman is employed. No foreman shall have supervision over more than ten (10) men at any time.

Apprentices do not count in this ratio.

**ARTICLE XV
Health and Welfare Fund**

Section 15.1 The Employer shall pay eight dollars and ten cents (\$8.10) per hour paid, per employee beginning July 1, 2018 to the Trustees heretofore appointed under the Agreement and Declaration of Trust made and entered into by the parties hereto on the 17th day of October, 1955, to provide a fund for the welfare benefits as set forth herein to which Agreement reference is hereby made for the particulars thereof and is to be considered and read as a part of this Agreement.

Section 15.2 It is recognized that the cost of Health & Welfare benefits are constantly subject to change. In order to provide such varying costs, following negotiation of this contract, it is agreed:

If such costs exceed the hourly contribution provided herein, the Local membership, by majority vote will decide the level of benefits desired; or authorize increased deductions if necessary to maintain or increase benefits at a notified meeting.

Then, upon receipt of written notice of 30 day from said Union, the Employer shall deduct from each Employee's gross hourly wage that additional sum requested by said Union. Such additional sums shall be deductible by the employer as tax free to the same extent as other fringe benefits and transmitted to the designated fund.

If such costs decrease, then, upon receipt of notice from said Union as provided, the Employer shall decrease his contribution as herein provided by the amount set forth in said Union's notice; add said amount to each Employee's gross hourly wage, which shall then become additional taxable income to said Employee.

**ARTICLE XVI
Pension Funds**

Section 16.1 Effective July 1, 2018, each Employer covered by this Agreement shall pay to the National Pension Fund the sum of eight dollars and ninety-two cents (\$8.92) per hour for each hour paid by and for all employees covered by this Agreement. These payments shall be made not later than the 15th day of each month following the month for which payment is being made.

Section 16.2 PLUMBERS AND PIPEFITTERS NATIONAL PENSION FUND
Standard Form of Participation Agreement

The undersigned Employer and Union represent that the only agreement between the said parties regarding pensions or retirement for employees covered by the Collective Bargaining Agreement between the parties is as follows:

1. Commencing with the 1st day of July, 2018, and for the duration of the current Collective Bargaining Agreement between the said parties, and any renewals or extensions thereof, the Employer agrees to make payments to the Plumbers and Pipefitters National Pension Fund for each employee covered by the said Collective Bargaining Agreement, as follows:
 - (a) For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution to the above named Pension Fund. (each overtime hour shall be counted as one regular hour for which contributions are payable.)
 - (b) For purpose of this article, each hour paid for, including hours attributable to show up time, travel time and other hours for which pay is received by the employee in accordance with the Collective Bargaining Agreement, shall be counted as hours for which contributions are payable.
 - (c) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by the Collective Bargaining Agreement. This includes, but is not limited to, apprentices.
 - (d) The payments to the Pension Fund required above shall be made to the "Plumbers and Pipefitters National Pension Fund" which was established under an agreement and Declaration of Trust dated July 23, 1968. The Employer agrees to be bound by all of the terms and conditions of the Agreement and Declaration of Trust, a copy of which has been or will be signed by the Employer in the place provided at the end of such Agreement. Any Employer so adopting and becoming a party to this agreement and Declaration of Trust thereby ratified, accepts and designates as its representatives the Employer Trustees then serving as such and authorizes said Employer Trustees to designate additional Employer Trustees and successor Employer Trustees in accordance with the terms and conditions thereof.
2. It is agreed that the Pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as deduction for income tax purposes.
3. It is agreed that all contributions shall be made at such time and in such manner as the Trustees required; and the Trustees shall have the authority to have an independent Certified Public Accountant audit payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Fund.
4. If an Employer fails to make contributions to the Pension Fund within twenty days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorney's fees and such late payment fees which may be assessed by the Trustees. The Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure of the "no-strike" clause provided under the Collective Bargaining Agreement.
5. The parties agree that this Participation Agreement shall be considered a part of the Collective Bargaining Agreement between the undersigned parties.
6. The expiration date of the present Collective Bargaining Agreement between the undersigned parties is June 30, 2018. Copies of the Collective Bargaining Agreement and all renewal or extension agreements will be furnished promptly to the Pension Fund office and if not consistent with this Participation Agreement, can be used by the Trustees as the basis for termination of participation of the Employer.

**PLUMBERS & STEAMFITTERS LOCAL 565
AUXILIARY PENSION PLAN**

Section 16.3 Effective July 1, 2018, each Employer covered by this Agreement shall pay to the Plumbers & Steamfitters Local 565 Pension Fund the sum of five dollars and thirty-four cents (\$5.34) per hour for each hour paid by and for all employees covered by this agreement. These payments shall be made not later than the fifteenth (15) day of each month following the month for which payment is being made.

**PLUMBERS AND STEAMFITTERS LOCAL 565 PENSION PLAN
Standard Form of Participation Agreement**

Section 16.4 The undersigned Employer and Union represent that the only agreement between the said parties regarding pensions or retirement for employees covered by the Collective Bargaining Agreement between the parties is as follows:

1. Commencing with the first day of July, 2018 and for the duration of the current Collective Bargaining Agreement between the said parties, and any renewals or extensions thereof, the Employer agrees to make payments to the Plumbers & Steamfitters Local 565 Pension Fund by check for each employee covered by the said Collective Bargaining Agreement as follows:
 - (a) For each hour or portion thereof, for which employee receives pay, the Employer shall make a contribution to the above named Pension Fund. (Each overtime hour shall be counted as one regular hour for which contributions are payable.)
 - (b) For purposes of this Article, each hour paid for, including hours attributable to show up time, travel time and other hours for which pay is received by the employee in accordance with the Collective Bargaining Agreement, shall be counted as hours for which contributions are payable.
 - (c) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by the Collective Bargaining Agreement. This includes, but is not limited to, apprentices.
 - (d) The payments to the Pension Fund required above shall be made to the "Plumbers & Steamfitters Local 565 Pension Fund" which was established under an agreement and Declaration of Trust dated June 1, 1981. The Employer agrees to be bound by all of the terms and conditions of the Agreement and Declaration of Trust, a copy of which has been or will be signed by the Employer in the place provided at the end of such Agreement. Any Employer so adopting and becoming a party of this Agreement and Declaration of Trust thereby ratified, accepts and designates as its representatives the Employer Trustees then serving as such and authorizes said Employer Trustees to designate additional Employer Trustees and successor Employer Trustees in accordance with the terms and conditions hereof.
2. It is agreed that the Pension Plan adopted by the Trustees of the said Pension Plan shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Plan as a deduction for income tax purposes.
3. It is agreed that all contributions shall be made at such times and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Fund.
4. If an Employer fails to make contributions to the Pension Plan within twenty days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance

with this Agreement, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorney's fees and such late payment fees which may be assessed by the Trustees. The Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure of the "no-strike" clause provided under the Collective Bargaining Agreement.

5. The parties agree that this Participation Agreement shall be considered a part of the Collective Bargaining Agreement between the undersigned parties.

6. The expiration date of the present Collective Bargaining Agreement between the undersigned parties is June 30, 2021. Copies of the Collective Bargaining Agreement and all renewal or extension agreements will be furnished promptly to the Pension Plan and if not consistent with this Participation Agreement, can be used by the Trustees as the basis for termination of participation of the Employer.

**ARTICLE XVII
Parkersburg-Marietta Contractors & Trades
Education & Development Fund.**

There has been established a Trust known as the Parkersburg-Marietta Contractors and Trades Education and Development Fund; a copy of which is available for inspection by interested parties.

Whereas, the Union and the Contractors have heretofore entered into collective bargaining agreements requiring payments by Employers for the purpose of financing the creation and maintenance of a trust for the operation of a program for Education and Development and Substance Abuse Testing, and it is the desire of the Union and the Contractors to create a trust for the administration of the desired testing program.

Each Contractor shall contribute and pay into said Fund an amount as determined by the Trustees for each hour worked within or outside the geographical area by Building Trades Craftsmen on whose behalf the Union acts as a collective bargaining representative during the month for which payment is made. This contribution should be sent to United Bank (as per reporting form), Liability for Contractors for same to the Fund shall be computed starting with the payroll effective June 1, 1993, and shall be made by the Contractors to the Fund on or before the date determined by the Trustees, after notice by the Trustees to the Contractors of such periodic payment dates. The amount to be contributed shall be subject to change as the result of any changes in the cost of administration of the program.

**ARTICLE XVIII
Deductions**

Section 18.1 STATE PIPE TRADES

Every Employee covered by this Agreement shall pay to the State Pipe Trades, through a deduction, the sum of twenty-six cents (26¢) per hour for each hour worked by and for all employees covered by this agreement, for the purpose of promoting the Plumbing and Pipefitting Industry in the State of West Virginia.

CREDIT UNION

Section 18.2 The Employer agrees to deduct from the weekly earnings of any employee who is a member of Local Union 565:

The Business Manager may demand of an Employer who is delinquent or who has a history of delinquency in the remittance of authorized voluntary Credit Union contributions, that the Employer be required to make weekly payments which shall be remitted no later than the seventh (7th) day following the week which the report covers. Should the Employer create and maintain a prompt record of contributions, the Business Manager may return the company to the status of payments on a monthly basis.

1. The amount stated on a card furnished by the Federal Credit Union and signed by the Employee voluntarily and given to the Employer.
2. Deposit money monthly to the Employees account in the Union Trades Federal Credit Union no later than the 15th of the following month.

Mail same to:
Union Trades Federal Credit Union
P O Box 1682
Parkersburg, WV 26102

CONSTRUCTION ADVANCEMENT FUND

Section 18.3

SECTION 1. There has been established a Trust known as the "Construction Advancement Program of the Parkersburg-Marietta Contractors Association, Inc." referred to herein as the "FUND". The Fund shall be administered solely and exclusively by the Trustees of the Association appointed pursuant to the provisions of the Trust Instrument, and the activities of the Fund shall be financed as set forth in Section 2 of this Article.

SECTION 2. Commencing September 1, 2014 and continuing thereafter, the Employer signatory to this Agreement and/or performing work in accordance with the terms hereof shall pay the individual employee the sum of ten cents (\$.10) per hour for each hour worked and deduct back eight cents (\$.08) per hour, for each hour worked and said funds are to be paid to the Parkersburg-Marietta Contractors Association Advancement Program. The \$.08 deducted shall be sent to the Union Trades Federal Credit Union with the reporting form for distribution to the Association.

SECTION 3. The Construction Advancement Program of the Parkersburg-Marietta Contractors Association, Inc. is created out of a recognition by employers of construction labor of the responsibility of collectively sharing the defraying the cost of conduction, administering, and servicing every phase of Labor-Management relations.

Specifically, the monies collected by the Fund shall be used as follows

- A. Employer expenses incurred in the promotion of stability of relations between labor and management.
- B. Employer expenses incurred in maintaining facilities for adjustment of grievances.
- C. Employer expenses incurred in maintaining facilities for the conducting of safety education and accident prevention programs.
- D. Employer expenses incurred in promoting other employer activities such as legitimate markets, standardization of contracts and research.
- E. Employer expenses incurred in maintaining facilities for assuring that the users of construction service and the general public obtain the highest standards of such construction service.

SECTION 4. The Fund shall not be used for lobbying in support of anti-labor legislation or to subsidize contractors during a period of any work stoppage or strike.

SECTION 5. It is specifically understood that the Union will not be required nor called upon to enforce the collection of the foregoing Fund. It is further understood and agreed that the employer will serve and hold the Union harmless from any litigation connected or any way affected with the foregoing Fund.

DUES DEDUCTION

Section 18.4 Commencing July 1, 2018, 5% of the employees gross wages shall be deducted from the employee's wages as working dues, and remitted to the Union Trades Federal Credit Union, on forms provided, postmarked on or before the 15th day of each month. This deduction may be changed from time to time as the Local may direct with a thirty (30) day written notice to the employers.

Section 18.5 Travel Card Dues will be deducted by the employer for the traveling employee at the rate of 5% of the employee's gross wages, as covered in Section 223 (g) of the UA Constitution.

Section 18.6 BUILDING TRADES / ACT DEDUCTION

Commencing July 1, 2018, twenty five cents (25¢) per hour shall be deducted from the employees wages as dues to the Building Trades\ACT Foundation, and remitted to the Union Trades Federal Credit Union on forms provided. This deduction may be changed from time to time as the Local may direct with a thirty (30) day written notice to the employers.

Section 18.7 BUILDING AND MAINTENANCE FUND

Commencing July 1, 2018, twenty cents (20¢) per hour worked shall be deducted from the employee's wages and remitted to the Union Trades Federal Credit Union for the Building and Maintenance Fund for Local 565.

ARTICLE XIX Joint Administered Fringe Benefit Funds

Section 19.1 The Association and the Union and all other Employers covered by this Agreement agree to be bound by all of the terms of the trust agreement creating the Welfare Fund, The Pension Fund, Education Fund and any other jointly administered fringe benefit funds established pursuant to Section 302 of the Labor-Management Relations Act of 1947, as amended, and by all of the actions and rules of the Trustees administering such funds in accordance with the trust agreements and regulations of the Trustees, provided that such trust agreements, actions, regulations and rules shall not be inconsistent with this Agreement. Each Employer covered by this Agreement hereby accepts as Trustees the Trustees appointed under and in accordance with such trust agreements. The Employers and the Union hereby ratify all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 19.2 The Trustees of the respective Funds are hereby authorized to establish a schedule of liquidated damages to be assessed against, and to be paid by, any Employer who fails to make timely payments to said funds in accordance with the provisions of this Agreement.

Section 19.3 The trustees or administrators or officers or directors, respectively, of the several Funds (to which Funds payments were required to be made by Employers under this Agreement) may, for the purpose of collecting any payments required to be made to such Funds, including damages and costs, and for the purpose of enforcing rules of the Trustees or directors concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement. In the event it becomes necessary to initiate any such authorized action against any Employer, such Employer shall be obligated to pay to the respective funds all expenses incurred by the Trustees in such action, including reasonable attorney's fees.

Section 19.4 It is agreed between the parties that the non-payment of said fringe benefits, including any fines dues and owing under this section of this Agreement, or wages by the Employer shall constitute a violation of this Agreement, and the Union may, notwithstanding the provisions of Article VIII, Section 8.1 of this Agreement, at its option, declare this Agreement terminated upon five (5) days written notice to the Employer. Such violation shall constitute a waiver of any damages by reason of a strike against such Employer after (5) days and the Employer hereby waives any rights under this contract arising out of such strike when such five (5) day notice is given.

If the Union herein elects to strike to enforce this Agreement and the contributions, fines and wages in arrears are paid in full by the Employer, a \$20,000.00 Surety Bond or Certified Check is posted and such strike is terminated then, in such events, it is further agreed that this contract shall reinstate itself and all terms and conditions of such Agreement shall remain in full force and effect for the term contained in this Agreement.

If an Employer is delinquent in payment of his fringe benefits, fines or wages, the Union shall also have the option to file suit to collect said arrearages either against the employer or against any relevant Surety Bond, and any legal fees and costs generated in said effort shall be paid by the Employer.

Section 19.4a The penalties for late filing are as follows; 10% of the contribution dues for the first 15 day of delinquency. Plus an additional penalty of 5% for the next calendar month or fraction thereof. Plus a further penalty of 1% for each succeeding calendar month or fraction thereof until paid. Please compute any penalties due and include in your remittance. All penalties shall be paid into each individual employee's account. The above penalties shall apply to all fringe benefits and payroll deductions.

Section 19.5 Any Employer who has at any time with the life of this Agreement been delinquent for two (2) consecutive months in his payments of any contributions or fringe benefit deductions required to be made under this Agreement shall, upon notification by the Union procure a bond in the amount determined by the said Union insuring the payment of deductions or contributions to the respective funds enumerated in this Agreement. Such bond is to be procured from an insurance company licensed to do business in the State of West Virginia. If such bond cannot be procured, a cash bond must be substituted.

Section 19.6 The transmittal form upon which the Employer files his monthly report shall be furnished by the Pension Office and shall contain the following:

Name of Employee, Name of Employer; Location of job; employees social security number; % of working dues; travel card deductions; total hours worked, and total amount of contributions or deductions for welfare fund, educational fund, pension fund, and federal credit union.

Section 19.7 In the event the Union withdraws as a participant from any said funds the parties hereto agree that the Employers contributions to such funds from which the Union withdraws shall cease, effective upon receipt by the Employer of a 30-day written notice from the Union and the contribution shall thereafter be added by the Employer to the Employee's hourly wage or as designated by the Local Union.

Section 19.8 The Union hereby agrees to use a bank to collect and disburse funds. If a cost arises, the contractor has option to pay costs or return to original reporting procedure.

**ARTICLE XX
Work Rules and Miscellaneous Provisions**

Section 20.1 The following working rules are applicable to all work covered by this Agreement:

(a) The selection of craft foremen and general foremen shall be entirely the responsibility of the Employer, it being understood that, in the selection of such foremen, the Employer will give primary consideration to the qualified men available in the local area. After giving such consideration, the Employer may select such men from other areas. Foremen and general foremen shall take orders from individuals designated by the Employer.

(b) There shall be no limit on production by neither workmen nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trade and shall work under the supervision of the craft foremen. There shall be no restriction on efficient use of manpower other than as may be required by safety regulations provided, however, legitimate manning practices that are a part of national or local agreements shall be followed.

(c) Security procedures for control of tools, equipment and materials are solely the responsibility of the Employer. It is agreed and understood that all craft tool rooms and warehouses will be manned by Journeymen.

(d) Workmen shall be at their place of work at the starting time and shall remain at their place of work performing their assigned functions under the supervision of the employer until the quitting time.

The parties reaffirm the policy of a fair day's work for a fair day's wages, (to be interpreted as leaving change rooms and leaving premises)

(e) Practices not a part of the terms and conditions of Collective Bargaining Agreements will not be recognized.

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

(g) A Steward shall be a working journeyman appointed by the Business Manager or Business Agent of the Local Union who shall in addition to his work as a journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other times which consists of those duties assigned to him by the Business Manager or Business Agent. It is understood and agreed that the steward's duties do not include any matters relating to referral, hiring and termination. The union agrees that such duties shall be

performed as expeditiously as possible and the Employer agrees to allow the steward a reasonable amount of time for the performance of such duties.

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

(i) When a local union does not furnish qualified workmen within forty-eight (48) hours (Saturdays, Sundays and holidays excluded), the Employer shall be free to obtain workmen from any source.

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

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

Section 20.2 An employee, after being hired and reporting for work at the regular starting time and for whom no work is available, shall receive pay for two (2) hours at the basic straight time hourly rate of wages, unless he has been notified before leaving his home not to report, an employee who reports for work for whom work is available shall receive not less than four (4) hours pay plus travel allowances and if more than (4) hours are worked in any one day, he shall receive not less than a full day's pay. Exceptions, however, shall be when strike conditions make it impossible to put such an employee to work, or when stoppage of work is occasioned thereby, or when an employee leaves work of his own accord. When the conditions set forth in this paragraph occur on an overtime day, or on shift work, the premium rate shall be paid.

Section 20.3 An employee reporting for work at the regular starting time at a shop or job, and for whom no work is available due to weather conditions, will receive two (2) hours pay for reporting time. To be eligible to receive such reporting pay, an employee must check in at the job or shop at the regular starting time and remain there for two (2) hours. In order to qualify for the pay provided for in this Article, the employee must remain on the job available for work during the period of time for which he receives pay unless released sooner by the Employer's principal supervisor. After starting to work and work is stopped because of weather conditions, the employee shall receive pay for the actual time on the job but in no event, less than two (2) hours. The Employer shall have sole responsibility to determine an availability of work due to weather conditions. When the conditions set forth in this paragraph occur on an overtime day, or on shift work, the premium rate shall be paid.

Section 20.4 When an Employer considers it necessary to shut down a job to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee, in such cases employees will be compensated only for the actual time worked.

Section 20.5 Scope of Agreement

All wages and working conditions hereunder shall be effective on all plumbing and pipefitting work performed by the Employer or by any person, firm, or corporation, owned or financially controlled by the Employer, within the territorial jurisdiction of the Union.

Section 20.6 The Union is hereby authorized to enter into a Residential Maintenance, or Project Agreement. All terms and conditions of this agreement, not in conflict with either of the other, shall be considered a part of such agreement and with the same effect as if set forth in full.

Section 20.7 No employer signing this Agreement will be considered as operating a Union Shop unless he employs one or more journeymen regularly, and must carry State Compensation and contribute to the Federal Insurance Contribution Act, Federal Unemployment Tax Act and such other employee benefit plans as may be established by law.

"Shop" is defined as the principle place of business located in the jurisdiction of Local 565, licensed to do retail business by the state of WV and for the transaction of business pertaining to the Plumbing and Pipefitting Industry, and employing at least one (1) Journeyman Supervisor with at least five (5) years of experience in the Plumbing and Pipefitting field, capable of doing installation, maintenance, repair and service work and under the direct supervision of a Master Plumber as defined by the City of Parkersburg Code.

PRIMARY EMPLOYER shall be defined as a contractor who employs more Pipefitters and/or Plumbers than any other craft he might employ and whose primary business is pertaining to the Plumbing and Pipefitting Industry.

NON-PRIMARY EMPLOYER shall be defined as a contractor who employs more crafts of other trades than they do Plumber and Pipefitters and their primary business is that not pertaining to the Plumbing and Pipefitting Industry.

JOURNEYMAN PLUMBER OR PIPEFITTER shall be defined as a person in good standing with the Union, having at least five years of experience in the Plumbing and Pipefitting field.

No Employer, primary or non-primary, can be considered as operating a union shop unless he meets the following requirements: (1) employs, full time, one or more Journeymen Plumber or Pipefitter excluding legal holidays, (2) pay 100% of union fringes, carries state compensation and contributes to the Federal Insurance Contribution Act, Federal Unemployment Tax Act and such other employee benefit plans may be established.

A Non-Primary employer must make application to the local union at least forty-five (45) day prior to becoming signatory to the Agreement. Business Agent and Executive Board will utilize these 45 days to review application to insure applicant meets all requirements. Ten working days after non-primary employer does not maintain at least one full time Journeyman, Plumber or Pipefitter, his signed agreement will be canceled and he will have to make application again with the local union with the same requirements.

Section 20.8 When an Employer has no permanent-shop located in the jurisdiction of the Union, he shall be considered a traveling contractor and will be permitted to send in one man in accordance with the United Association Constitution and this person will be considered the Superintendent; however, a Journeyman of Local 565 serving in a supervisory capacity, must be employed for a time equal to that spent by said person.

Section 20.9 Other Economic Conditions

Any Employer working Journeymen and/or Apprentices outside the boundaries of Wood County, West Virginia shall pay daily transportation costs to and from the job at .08 cents per mile from the corporation limits of the City of Parkersburg, West Virginia.

Section 20.10 Journeymen and/or Apprentices working in excess of ten (10) hours shall be granted one half hour eating period with pay, at the overtime rate and every four (4) hours thereafter.

Section 20.11 Welding

Whenever a welding test is required by the Employer, it is agreed the employee while taking such test shall be in the employ of the Employer.

When Journeyman and/or Apprentices are required to perform welding, they shall be furnished with the first pair of safety glasses and gloves. Replacement of both will be provided by the Contractor, upon proof of damage by use. Employee shall be responsible for furnishing their own hoods.

Section 20.12 Operation of Equipment

The Employer agrees to use a suitable crew composed of journeymen and apprentices, during the operation of all permanent and/or temporary equipment, piping system and appurtenances thereto, installed by Journeymen and apprentice employees of the employer until such time as the above mentioned equipment, piping systems and appurtenances thereto, have been completed and accepted in writing, for operation by the owner, client.

Section 20.13

Workmen under the terms of this Agreement shall not be required to participate in any time check system, such as dropping brass or ringing a time clock except on government projects where Federal Law requires such.

Section 20.14 The Employer shall provide a suitable change room and sanitary toilets, with flush type closets connected with proper water supply and sewer or septic tank. Beginning May 1st, employees will be provided with pure iced drinking water. Also adequate heat will be provided for employees throughout the heating season.

Section 20.15 All systems and/or equipment installed under this Agreement requiring "start-up" check out shall be manned for the duration of such operations by employees working under this Agreement until such time as it has been accepted by the customer in writing.

Section 20.16 When employees are required to work in the rain or in bad weather, the Employer shall furnish the necessary clothing such as raincoats and boots in sizes large, medium and small.

Section 20.17 Employees shall be allowed necessary time to check their tools and when required to punch a time clock, shall be given sufficient time to be through the clock alley by quitting time.

Section 20.18 It is further agreed and understood that all work coming within the scope of this Agreement will be performed in accordance with laws, rules and regulations of the State of West Virginia with respect to safety, sanitation, etc.

Section 20.19 No employee shall be required to furnish tools of any kind except a rule.

Section 20.20 Employees shall be granted an 10 minute break, with pay, in the first half of the shift.

Section 20.21 Elections, State and National: Time Off for Voting. Every person entitled to vote at any election who may be employed by any person, company, or corporation on the day on which such election shall be held in this State, shall, on written demand of such employee, made at least three days prior thereto, be given a period of not more than three hours, if necessary, between the opening and the closing of the polls on such day, for the purpose of enabling such person to repair to the place of voting to cast his vote and return, without liability to any penalty or deduction from his usual salary or wages on account of such absence, except that any employee, who has three or more hours of his own time away from his work or place of employment at any time between the hours of the opening and the closing of the polls on election day and who fails or neglects to vote or elects not to vote during such free time away from his work or employment, may be subject to wage or salary deductions for the time actually absent from his work or employment for voting in such election.

(3-day notice is usually waived because of hiring of men. Possibly even on election day.)

ARTICLE XXI Fabrication

Section 21.1 The parties agree that this Article is a material and substantial part of this Agreement, establishing terms of employment, and that the breach of any provision of this Article constitutes a substantial breach of this Agreement. The parties agree that, upon a breach of this Article, either party may, at its option, seek enforcement by judicial determination or by other judicial relief that it deems appropriate or it may submit the violation of this Article to arbitration in accordance with Article IX.

Section 21.2 All pipe 2 inches and under, defined in Appendix A, by Journeymen employees who are covered by this agreement and working under conditions set forth in this Agreement must be fabricated within the territorial area. The butt welding of all mill run lengths, regardless of size, shall be fabricated and assembled on the job site unless it becomes a part of a dimensional welded pipe formation.

ARTICLE XXII Subcontracting

Section 22.1 The Employer agrees that he will not subcontract or sublet out any work covered in Article VII to be performed at the site of the construction, repair or alteration unless the Employer to whom the work is subcontracted or sublet is signatory to this Agreement.

ARTICLE XIII The Standards For Excellence

- The United Association Standard for Excellence is incorporated by reference and adopted by the parties to this Agreement.
- A Productivity Committee consisting of one member appointed by the Union and one member appointed by the Employer [or Association, as the case may be], and a Public Member who shall be a neutral party appointed by both these members shall be formed to consider any complaint from the Union, any employee, applicant, or any signatory employer arising from or relating to the Standard for Excellence.

- The Productivity Committee shall have the power to make a final and binding decision on any matter referred to it which shall be complied with by the Local Union, signatory employers and the Association, as the case may be, and employees covered by the collective bargaining agreement. The Committee is not authorized to add to, or subtract from, or modify any of the provisions of the collective bargaining agreement and its decision shall be in accord with the Agreement.
- An applicant who is discharged for cause three (3) times within a twelve-month period or who has engaged in egregious conduct in violation of the Standard for Excellence shall be referred to the neutral member of the Committee to determine the applicant's continued eligibility to seek referral or continue to work for signatory contractor. The neutral member of the Committee shall, within five business days, review the qualifications of the applicant, the reason for the discharges or other evidence relating to violation with the Standard for Excellence.
- The neutral member of the Committee, may, in his/her sole discretion issue a final and binding decision providing: (1) that the applicant obtain further training from the JATC; (2) disqualify the applicant for referral or continued employment for any signatory contractor for a period of two weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation, treatment, or recommended action; or (4) declare the applicant eligible for continued referral or employment, pursuant to the collective bargaining agreement, including restoration of the applicant to his/her appropriate place on the referral list.
- The Committee shall have the power to establish rules concerning persons referred to the Committee, including the use of transcripts, lawyers, and the like, in keeping with the need to maintain an orderly and efficient process unencumbered by excessive formality and delay.
- Nothing in the process described herein shall prevent a member from filing a grievance relating to the underlying termination for cause in a timely manner after that termination occurs. The process shall also not negate any established agreed upon drug policy, including the penalties contained in that policy.
- The costs of the Committee, including the cost of the neutral shall be borne equally by the Local Union and the Association.

Refer to Appendix B for further details pertaining to The Standards for Excellence.

ARTICLE XXIV Duration, Termination and Renewal of Agreement

Section 24.1 This Agreement, which is in force and effect until June 30th 2021, shall automatically renew itself for an additional period of one (1) year from the termination date unless either party serves written notice upon the other sixty (60) days prior to its expiration date requesting that it be amended or terminated. The other party shall reply to any demands or requests contained in such notice at least thirty (30) days prior to the expiration date of this Agreement. In the event such notice is given by the Union the same shall also constitute the sixty (60) day strike notice required by the Taft-Hartley Act.

Section 24.2 If a timely written notice has been served by either party in accordance with Section 24.1 and concentrated efforts have been made by both local bargaining facilities to resolve and settle the dispute over

**Pipefitters LU 565
Parkersburg, WV**

wages, hours and working conditions and still failing to reach a settlement, at the time of the expiration of contract, the Union and the Association agree to submit the dispute to the Industrial Relations Council for the Plumbing and Pipe Fitting Industry (IRC) and the decision of the IRC shall be final and binding on the Union and the Association. Pending the IRC's final decision, all terms and conditions of this Agreement shall continue in full force and effect.

Section 24.3 The Union agrees that it will use its best efforts, when negotiating labor agreements with contracting employers not covered by this Agreement, to have such labor agreements provide for wages, hours, and other conditions of employment which are economically equivalent to those provided for in this Agreement.

Section 24.4 This Agreement may be opened for specific reasons (excluding wages) by mutual agreement of the Parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed this 1st day of July 2014 by its proper officers.

PLUMBERS & STEAMFITTERS LOCAL UNION NO. 565:

Gary Yarnell, Business Manager - LU #565 –2002

PLUMBING AND PIPING CONTRACTORS of the
PARKERSBURG AREA PLUMBING, HEATING AND MECHANICAL CONTRACTORS ASSOC.

Mike Romine

Chris Campbell

APPENDIX A

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 with the Local Union by the United Association:

1. All piping for plumbing, water, waste, floor drains, drain grates, 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, erectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, 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 foundation.
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.
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 pipe fitting 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 any 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 motorcars, 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, tank 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 regulation 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 feeders, 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 by-products of refining of same, for any and all purposes.
25. The setting and erecting of all underfeed stokers, fuel burners, and piping, including gas, oil, power fuel, hot and cold air piping, and all accessories and parts of burner and stokers, etc.
26. All ash collecting and conveyor 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 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 unites and fixtures for air-conditioning, cooling, heating, roof cooling, refrigerating, ice making, humidifying, 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, driers, 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 and chemical-treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, and aeration basins.
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 cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduit and boxes, used in connection with pipe fitting 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 aquaducts, and water lines, and booster stations of every description.
43. All acetylene and arc welding, blazing, 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 pipe fitting 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 pipes 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 and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in pipe fitting industry.

48. The operation, maintenance, repairing, servicing and dismantling of all work installed by journeymen members of the United Association.
49. All piping for cataracts, cascades, (i.e. artificial water falls) make-over water fountain, 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 pipe fitting industry, regardless of size or shapes.

**INSTRUCTION SHEET FOR PREPARING
THE MONTHLY REMITTANCE REPORT**

If ballpoint pen or pencil is used, press hard so that the information will reproduce on the last copy. It is important to your firm, to your employees and to the agencies involved that these instructions be followed accurately and completely.

1. If possible, please list all employees in alphabetical order.
2. Use only one space for each name.
3. Please total all hours reported for each employee for the month and then convert any fraction in the total to a full hour.
4. Please show street address of firm. Do not use Post Office Box number.
5. All reports must be postmarked on or before the 15th of the month following month covered by this report.
6. The penalties for late filing are as follows:

10% of the contribution due for the first 15 days of delinquency. Plus an additional penalty of 5% for the next calendar month or fraction thereof. Plus a further penalty of 1% for each succeeding calendar month or fraction thereof until paid. Please compute any penalties due and include in your remittance.

If you have any questions regarding the preparation of this form, please phone or write the Local Union office 304-485-5202.

7. Federal Credit Union - on forms furnished by F.C.U. Mail to:
National Pension Fund
PO Box 630128
Baltimore MD 21263
1-800-638-7442

8. National Pension Fund

Mail Copy #1 of Remittance Report along with check made payable to:

National Pension Fund
P. O. Box 630128
Baltimore, MD 21263

9. Local-Specific Reporting Instructions -

Mail National Pension and National Training Fund to:

Plumbers & Pipefitters National Pension Fund
PO Box 62031
Baltimore MD 21264-2031

Mail Auxiliary Pension Fund Check & report to:

Plumbers & Steamfitters LU# 565
Auxiliary Pension Fund
PO Box 1682
Parkersburg WV 26102

Mail 1 check & copies of report for all other fringes to:

Union Trades Federal Credit Union
PO Bo 1682
Parkersburg WV 26102

(exclude Auxiliary Pension Fund, National Pension Fund & Health & Welfare)

Mail Health & Welfare Check & report to:

WV Pipe Trades Health & Welfare Fund
1517 Woodruff St
Pittsburgh PA 15220

Other fringes are:

Health & Welfare Fund
Auxiliary Pension

JAC or Education Fund
Substance Abuse

Deductions are:

State Pipe Trades
Travel Card Dues
C.A.P Fund

Working Assessments
State Building Trades / ACT
Building & Maintenance Fund

APPENDIX B

MEMBER AND LOCAL UNION RESPONSIBILITIES:

To ensure the UA Standard for Excellence platform meets and maintains its goals, the Local Union Business Manager, in partnership with his implementation team, including shop stewards and the local membership, shall ensure all members:

- Meet their responsibilities to the employer and their fellow workers by arriving on the job ready to work, every day on time (Absenteeism and tardiness will not be tolerated.)
- Adhere to the contractual starting and quitting times, including lunch and break periods (Personal cell phones will not be used during the workday with the exception of lunch and break periods.)
- Meet their responsibility as highly skilled craftworkers by providing the required tools as stipulated under the local Collective Bargaining Agreement while respecting those tools and equipment supplied by the employer
- Use and promote the local union and international training and certification systems to the membership so they may continue on the road of lifelong learning, thus ensuring UA craftworkers are the most highly trained and sought after workers
- Meet their responsibility to be fit for duty, ensuring a zero tolerance policy for substance abuse is strictly met
- Be productive and keep inactive time to a minimum
- Meet their contractual responsibility to eliminate disruptions on the job and safely work towards the on-time completion of the project in an auspicious manner
- Respect the customers' property (Waste and property destruction, such as graffiti, will not be tolerated.)
- Respect the UA, the customer, client and contractor by dressing in a manner appropriate for our highly skilled and professional craft (Offensive words and symbols on clothing and buttons are not acceptable.)
- Respect and obey employer and customer rules and policies
- Follow safe, reasonable and legitimate management directives

EMPLOYER AND MANAGEMENT RESPONSIBILITIES:

MCAA/MSCA, PFI, MCPWB, PCA, UAC and NFSA and their signatory contractors have the responsibility to manage their jobs effectively, and as such have the following responsibilities under the UA Standard for Excellence.

- Replace and return to the referral hall ineffective superintendents, general foremen, foremen, journeyworkers and apprentices
- Provide worker recognition for a job well done
- Ensure that all necessary tools and equipment are readily available to employees
- Minimize workers' downtime by ensuring blueprints, specifications, job layout instructions and material are readily available in a timely manner
- Provide proper storage for contractor and employee tools
- Provide the necessary leadership and problem-solving skills to jobsite supervision
- Ensure jobsite leadership takes the necessary ownership of mistakes created by management decisions
- Encourage employees, but if necessary, be fair and consistent with discipline

- Create and maintain a safe work environment by providing site specific training, proper equipment and following occupational health and safety guidelines
- Promote and support continued education and training for employees while encouraging career building skills
- Employ an adequate number of properly trained employees to efficiently perform the work in a safe manner, while limiting the number of employees to the work at hand, thereby providing the customer with a key performance indicator of the value of the UA Standard for Excellence
- Treat all employees in a respectful and dignified manner, acknowledging their contributions to a successful project
- Cooperate and communicate with the job steward

PROBLEM RESOLUTION THROUGH THE UA STANDARD FOR EXCELLENCE POLICY:

Under the UA Standard for Excellence it is understood, that members through the local union, and management through the signatory contractors, have duties and are accountable in achieving successful resolutions.

MEMBER AND LOCAL UNION RESPONSIBILITIES:

- The local union and the steward will work with members to correct and solve problems related to job performance.
- Job stewards shall be provided with steward training and receive specialized training with regard to the UA Standard for Excellence.
- Regular meetings will be held where the job steward along with UA supervision will communicate with the management team regarding job progress, work schedules, and other issues affecting work processes.
- The job steward shall communicate with the members about issues affecting work progress.
- The business manager or his delegate will conduct regularly scheduled meetings to discuss and resolve issues affecting compliance of the UA Standard for Excellence policy.
- The steward and management will attempt to correct such problems with individual members in the workplace.
- Individual members not complying with membership responsibility shall be brought before the Local Union Executive Board, which will address such members' failure to meet their obligation to the local and the UA, up to and including filing charges. The local union's role is to use all available means to correct the compliance problem.

EMPLOYER AND MANAGEMENT RESPONSIBILITIES:

- Regular meetings will be held where the management team and UA supervision will communicate with the job steward regarding job progress, work schedules, and other issues affecting the work process.
- Management will address concerns brought forth by the steward or UA supervision in a professional and timely manner.
- A course of action shall be established to allow the job steward and/or UA supervision to communicate with higher levels of management in the event there is a breakdown with the responsible manager.
- In the event that the employee is unwilling or unable to make the necessary changes, management must make the decision whether the employee is detrimental to the UA Standard for Excellence platform and make a decision regarding his/her further employment.

ADDITIONAL JOINTLY SUPPORTED METHODS OF PROBLEM RESOLUTION:

- In the event an issue is irresolvable at this level, the local or the contractor may call for a contractually established labor management meeting to resolve the issues.
- Weekly job progress meetings should be conducted with job stewards, UA supervision and management.
- The local or the contractor may involve the customer when their input is prudent in finding a solution.
- Foremen, general foremen, superintendents and other management should be educated and certified as leaders in the UA Standard for Excellence policy.