

AGREEMENT

by and between

**MARIETTA AREA PLUMBING-
HEATING AND MECHANICAL
CONTRACTORS**

and

**PLUMBERS AND PIPEFITTERS
LOCAL UNION NO. 168**

of the

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

of the

UNITED STATES AND CANADA

2014 - 2019

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AGREEMENT

THIS AGREEMENT by and between MARIETTA AREA PLUMBING-HEATING AND MECHANICAL CONTRACTORS, hereinafter designated as the PARTY OF THE FIRST PART, and the UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, LOCAL 168, hereinafter designated as the PARTY OF THE SECOND PART, shall become effective as of June 1, 2014 and shall remain in full force and effect to and including May 31, 2019, and thereafter shall continue from year to year unless notice in writing is given by either party to the other party sixty (60) days prior to May 31, 2019 or a subsequent anniversary of intent to change, modify, amend, or terminate this Agreement. The parties hereto also may mutually agree to change or amend any part of this Agreement at any time.

PREAMBLE

WHEREAS, the parties hereto desire to establish wages, hours and working conditions for journeymen and apprentices on a local basis under which they are to be employed by the PARTY OF THE FIRST PART, and further, to encourage a closer cooperation and better understanding between employer and employees of the pipefitting industry to the end, a satisfactory continuous and harmonious labor relationship will exist between both parties to the Agreement.

Whenever in this Agreement “man” or “him” or their related pronouns may appear, either as words or parts of words, they have been used for representative purposes and are meant to include both female and male sexes.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

ARTICLE I

RECOGNITION

Section 1.1 The Employer recognizes the Union as the sole and exclusive bargaining representative for all journeymen and apprentices in the employ of the employer with respect to wages, hours and other terms and conditions of employment, on any and all work described in Article II of this Agreement. Each individual employer signatory hereto specifically waives any right that he or it may have to terminate, abrogate, repudiate or cancel this Agreement during its term or during the terms of any future modifications, changes, amendments, supplements, extensions or renewals of or to said Master Labor Agreement, or to file any petition before the National Labor Relations Board, seeking cancellation or repudiation.

ARTICLE II

TRADE OR WORK JURISDICTION

Section 2.1 This Agreement covers the rates of pay, rules and working conditions of all journeymen and apprentices engaged in the installation of plumbing and/or pipe fitting systems and component parts thereof, including fabrication, assembling, erection, installation, dismantling, repairing, reconditioning, adjusting, altering, servicing and handling, unloading, distributing, reloading, tying-on, and hoisting of all piping materials, appurtenances and equipment, by any method, including all hangers and supports of every description and all other work included in the trade jurisdictional claims of the United Association.

Section 2.2 In recognition of the above work jurisdictional claims, it is understood that the assignment of work and 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 Trades Department.

Section 2.3 There shall be no work stoppage because of jurisdictional disputes.

ARTICLE III

SCOPE OF AGREEMENT

Section 3.1 All wages and working conditions hereunder shall be effective on all plumbing and pipe fitting work performed by the Employer or any person, firm or corporation owned or financially controlled by the Employer within the jurisdictional area of Local Union No. 168.

ARTICLE IV

UNION SECURITY

Section 4.1 All journeymen and apprentices hereunder, members of the Union now in the employ of the Employer shall remain members in good standing in the Union during the term of this Agreement. All journeymen and apprentices 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 contract, whichever is later and shall remain members of the Union in good standing during the terms of this Contract.

Section 4.2 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 ground for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

Section 4.3 Either party to this Agreement shall have the right to reopen negotiations pertaining to union security when the Federal Laws applicable thereto have been changed by giving the other party thirty (30) days written notice.

ARTICLE V

HIRING PROCEDURE

Section 5.1 – QUALIFIED CRAFTSMEN. Employers shall employ qualified Journeymen plumbers, steamfitters, pipe fitters, pipe fitter-welders, refrigeration and air conditioning men. Such journeymen shall be qualified for employment who have had at least five (5) years practical experience at the plumbing, steamfitting, pipefitting, pipe fitting-welding or air conditioning trade as a journeyman apprentice in the building and construction industry and who either:

- (A) Have successfully served an apprenticeship at the trade under an apprenticeship program approved by the United States Bureau of Apprenticeship Training or State Division of Apprenticeship Standards.
- (B) Have had previous employment as a journeyman plumber, steamfitter, pipe fitter, pipe fitter-welder, refrigeration or air conditioning man with an Employer signatory to this Agreement and whose services have proved satisfactory, or
- (C) Have successfully passed any competency examination that adequately tested the degree of skill and training necessary to be a competent journeyman plumber, steamfitter, pipe fitter, pipe fitter-welder, refrigeration or air conditioning man. Any questions as to what constitutes a “competency examination” shall be resolved by the Joint Apprenticeship Committee hereinafter established under this Agreement.
- (D) It shall be the authority of the Joint Apprenticeship Committee to determine the qualifications of applicants and give examinations when they deem it necessary.

Section 5.2 – EXCLUSIVE HIRING. Employers shall hire qualified journeymen, plumbers, steamfitters, pipe fitters, pipe fitter-welders, refrigeration and air conditioning men by calling the Union. Whenever an Employer requires such a journeyman, on any job, he shall notify the Union's office, either in writing or by telephone, stating the location, starting time, approximate duration of the job, the type of work to be performed and the number of workmen required.

In the event the local union is unable to supply sufficient qualified and competent journeymen, the Employer may request the United Association to furnish such additional employees as it requires and the United Association agrees to notify its local unions of the availability of work and request the local unions to refer journeymen to the Employer.

If, upon request, the local union or the United Association is unable within 48 hours to supply journeymen, including journeymen with special skills, the Employer may secure journeymen from any other source.

Section 5.3 – REGISTRATION. The Union shall establish and maintain an appropriate facility for qualified applicants available for employment as journeymen plumbers, steamfitters, pipe fitters, pipe fitter-welders, or refrigeration or air conditioning men.

Applicants shall be registered on the appropriate craft out-of-work list, i.e., either plumber, steamfitter, etc., in the order and time and duration of registration. Each applicant for employment shall be required to furnish such data, records, names of employers and licenses as may be deemed necessary and each applicant shall complete such forms or registration as shall be submitted to him. Applicants for employment shall also list any special skills they possess. Any applicant who has had five (5) years actual practical working experience at the plumbing, steamfitting, pipe fitting trades, but who has not passed any competency examination as to his skill or competency shall be accepted for registration on the examination list but shall not be dispatched until he passes an examination given by the Joint Apprentice Committee.

Section 5.4 – REFERRAL OF MEN. Upon request of an Employer for plumbers, steamfitters, pipe fitters, pipe fitter-welders, or refrigeration or air conditioning men, the Union shall immediately refer competent and qualified registrants to that employer in sufficient number required by the Employer, in the manner and under the conditions specified in this Agreement, from the separate appropriate out-of-work list on a first in, first out basis: i.e., the first man registered shall be the first man referred, except that:

- (A) Requests by the Employers for journeymen to act as Supervisors shall be honored without regard to the requested man's position on the out-of-work list.

- (B) Bona fide requests by employers for plumbers, steamfitters, pipe fitters, pipe fitter-welders, or refrigeration or air conditioning men with special skills will be honored. The dispatcher shall dispatch persons possessing such skills and abilities in the order in which their names appear on the out-of-work list. Such decision of the dispatching agent in referring registrants is applicable to the Joint Apprenticeship Committee as herein before provided.
- (C) Any requests for supervisors or journeymen with special skills, as provided for in sub-section (A) and (B) next above, must be confirmed in writing to the Union.
- (D) Requests by Contractors for particular plumbers, steamfitters, pipe fitters, pipe fitter-welders, or refrigeration or air conditioning men previously employed by the Contractor in the jurisdiction of Local Union No. 168 and who have been laid off or terminated by the contractor within 180 days previous to the request, shall be given preference for rehire, and shall be dispatched to the contractor regardless of the applicant's position on the out-of-work list.

Section 5.5 – NON DISCRIMINATORY REFERRAL. The Union and the Employer agree that the referral of journeymen plumbers, steamfitters, pipe fitters, pipe fitter-welders, and refrigeration and air conditioning men shall be on the following basis:

- (A) Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based, or in any way affected by, union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies or requirements.
- (B) The Employer retains the right to reject any job applicant referred by the Union.
- (C) The Union and the Employer shall post in places where notices to all employees and applicants for employment are customarily posted, all provisions of this Agreement.

Section 5.6 – JOINT APPRENTICESHIP COMMITTEE. The parties hereto agree that the Joint Apprenticeship Committee as herein before provided for shall supervise and control operation of the job referral system herein. The Joint Apprenticeship Committee is empowered:

- (A) To establish any and all rules and regulations from time to time that it deems advisable for the operation of the job referral plan.

- (B) Properly post the rules and regulations, together with the provisions of this Agreement as set out in Section 5, at the Union's dispatch office, at the contractor's office and at the job site.
- (C) To hear and determine any and all disputes or grievances arising out of the operation of the job referral system including, but not limited to grievances arising out of the work registration lists. Any applicant or registrant shall have a right of appeal of any dispute or grievance arising out of and relating to the operation or functioning of the job referral plan to the Joint Apprenticeship Committee.
- (D) To conduct written examinations for qualifying of Journeymen in accordance with the provisions of this Agreement. All examinations given by the Joint Apprenticeship Committee shall be fair, impartial and in keeping the present standards of competency and skill possessed by Journeymen in the industry.

The Joint Apprenticeship Committee shall provide in the rules and regulations of the job referral for an appeal to an impartial umpire whenever the Joint Apprenticeship Committee reaches a deadlock over a dispute concerning a refusal to register an applicant, the proper registration or dispatching of an applicant. The impartial umpire shall be designated by mutual agreement of the parties. The authority of the impartial umpire shall be limited to interpreting and applying the rules and regulations of the Joint Apprenticeship Committee. The decision of the Joint Apprenticeship Committee or the umpire shall be final, binding and conclusive on all parties, including applicants. If any question arises as to the qualifications and competency of any applicant the Joint Apprenticeship Committee shall make the determination. Such determination shall be fair and impartial, without regard to applicant's membership or non-membership in the Union.

Section 5.7 – APPRENTICES. Employment of apprentices shall be governed by the provisions of the Joint Apprenticeship Training Program provided for in other provisions of this Agreement.

ARTICLE VI

HOURS OF WORK, OVERTIME AND SHIFTS

Section 6.1 - HOURS OF WORK

Option 1

Eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. The day shift work week shall be forty (40) hours between Monday at 8:00 a.m. and Friday at 5:00 p.m. However, the starting time may be changed by mutual agreement between the Employer and the Union.

Option 2

At the option of the Employer, four (4) ten (10) hour days may be worked between the hours of 7:00 a.m. and 6:00 p.m. The day shift work week shall be forty (40) hours between Monday at 7:00 a.m. and Thursday at 6:00 p.m. However, the starting time may be changed by mutual agreement between the Employer and the Union. In cases where, due to inclement weather or holidays, time is missed between Monday and Thursday, Friday shall be used as a make-up day.

NOTE; It should be understood that the intention of the above clause is that straight time shall be paid on the first ten (10) hours worked Monday through Friday if used as a make-up day, but at no time shall forty (40) hours per week be exceeded at the straight time rate.

Section 6.2 - OVERTIME

Option 1

The first two (2) hours performed in excess of the eight (8) hour work day, Monday through Friday and the first ten (10) hours on Saturday, shall be paid at one and one half (1-1/2) times the straight time rate.

Option 2

When working under Option 2 of the above Section, any time worked in excess of ten (10) hours per day shall be paid at two (2) times the straight time rate.

When Fridays are worked, but not as make-up days, pay shall be at one and one half (1-1/2) times the straight time rate for the first ten (10) hours. Saturdays may be worked, but not as make-up days. The first ten (10) hours worked on any Saturday shall be paid at one and one half (1-1/2) times the straight time rate.

Section 6.3 - DOUBLE TIME

Double time shall be paid for any work performed in excess of ten (10) hours per day and on the following nationally observed holidays: **New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and all Sundays and other days commonly observed as holidays.** In the event any other craft is employed on a time and materials job and the employees are paid double time, employees working under the terms and conditions of this Agreement shall also be paid double time.

Section 6.4 - HOLIDAYS

When a listed holiday falls on Sunday, the following Monday shall be observed as the holiday. If any of the listed holidays falls on Saturday, the preceding Friday shall be observed as the holiday.

Section 6.5 - SHIFT WORK

Shift work may be performed at the option of the Employer. The day shift shall work a regular shift as outlined in paragraph A of the above Article. Employees working the second and third shifts shall receive pay for actual hours worked. The hourly rate for Employees on the second and third shifts shall be the amount as stated on Attachment A of this Agreement per hour above the basic straight time rate.

Section 6.6 – INJURIES

When an employee is injured on the job, the Employer will provide transportation to the doctor or hospital, as the case may be, and also return the employee to this place of work or home and, pay the Employee for the full day. If after the Employee returns to work it is necessary for him to visit the doctor for further treatment as a result of that injury, the Employee shall be paid for the time spent visiting the doctor during the regular working hours.

Section 6.7 – PAYDAY

Payday shall be once each week: Employees are to be paid on Friday before the end of their regular shift. When employees are laid off or discharged, they must be paid wages and travel allowance due them at the time of layoff or discharge.

ARTICLE VII

UNION REPRESENTATION AND ACCESS TO JOBS

Section 7.1 Authorized representatives of the Union shall have access to jobs where employees covered by this Agreement are employed, providing they do not unnecessarily interfere with the employees or cause them to neglect their work, and further provided such union representative complies with Employers' rules.

ARTICLE VIII

BASIC WAGE RATES FOR JOURNEYMEN

Section 8.1 The basic wage rate for Journeymen covered by this Agreement is included as Attachment A of this Agreement.

ARTICLE IX

WAGE RATES FOR SUPERVISION

Section 9.1 The appointment of Journeymen as Foremen, Area Foremen, and General Foremen is the responsibility of the Employer. When four (4) journeymen are employed on one job, one shall be Foreman. Ten (10) men shall be maximum for one (1) Foreman. A General Foreman shall be employed when more than twenty (20) Journeymen are employed on one job on one job site or on a shift. An Area Foreman shall be employed for forty (40) men and/or four Foremen. Two (2) Area Foremen shall be employed for fifty (50) men and/or five (5) Foremen. Three (3) Area Foremen shall be employed for ninety (90) men and/or nine (9) Foremen, etc. A Foreman in charge of five (5) or more men will not be permitted to work with tools.

Section 9.2 The Supervision wage rates shall be paid as stated in Attachment A of this Agreement.

ARTICLE X

WAGE RATES FOR APPRENTICES

Section 10.1 The apprentice scale of wages shall be determined on a percentage basis of the 100% Journeyman Industrial Wage Rate as stated on Attachment A of this Agreement.

Section 10.2 The percentages for Apprentices will be as follows:

1st six months 50%*	6th six months 75%
2nd six months 55%*	7th six months 80%
3rd six months 60%	8th six months 85%
4th six months 65%	9th six months 90%
5th six months 70%	10th six months 95%

***NOTE:** First year apprentices DO NOT receive Vacation, National Pension, or Auxiliary Pension.

Section 10.3 For the first four (4) years, an Apprentice shall receive instructions only from the Journeyman to whom he is assigned with general work assignments being received from the Foreman. During the fifth (5) year the Apprentice will be permitted to work alone. The Apprentice must work at the trade for five (5) years before he can become a Journeyman.

Section 10.4 An Apprentice shall, where possible, be assigned to a Journeyman who is capable and desirous of furthering the Apprentice's knowledge and skills of the trade. During the period he will be encouraged and permitted to do any work connected with the trade of which he is capable.

Section 10.5 Employment of all apprentices shall conform with apprenticeship standards administrated by the Joint Apprenticeship Committee. If, in the opinion of the Committee, there has been a misapplication of the provisions of this section and such practices are not satisfactorily corrected, then upon five (5) days' written notice from the Committee, the apprentice will be subject to removal from the project and re-assigned in accordance with established procedures to continue his training. **(NOTE):** Apprentice shall mean a person at least 18 years of age, and engaged in learning to fabricate, erect and install all parts of a pipe fitting job coming under the working jurisdiction of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada.

Section 10.6 The responsibility for selecting the required number of apprentices and the adoption and administering of "National Apprentice Standards" to meet local needs shall be vested in a Joint Local Committee consisting of an equal number of representatives of the Employer and the Union.

Section 10.7 It shall be the intent and purpose of the parties to this Agreement to provide full opportunity to former servicemen to become apprentices under the provisions of this Agreement. It is the desire of the parties hereto to establish an Educational Fund for the purpose of providing additional training for apprentices.

ARTICLE XI

CERTIFIED WELDING

Section 11.1 All journeymen pipefitters required for certified welding shall be qualified under the United Association National Approved Welding specifications for Metallic Arc and Oxyacetylene welding or approved welding specifications as specified by contract.

Section 11.2 Wherever any examining or testing is required of any employee by PARTY OF THE FIRST PART, it is agreed all such employees shall be in the employment of the PARTY OF THE FIRST PART.

ARTICLE XII

PROTECTIVE CLOTHING

Section 12.1 THE PARTY OF THE FIRST PART shall furnish suitable welding gloves and sleeves for the welders.

Section 12.2 THE PARTY OF THE FIRST PART shall furnish Lincoln or equivalent colored welding glass for welders' hoods.

Section 12.3 When employees are required to work in rain or snow the Employer will furnish rain gear and boots on a "check-out" basis.

Section 12.4 When employees are required to work with acid adequate protective clothing will be supplied on a "check-out" basis.

ARTICLE XIII

THE APPOINTMENT OF STEWARDS

Section 13.1 The Business Representative of the PARTY OF THE SECOND PART will appoint a journeyman as its representative who will be an experienced and capable journeyman, and who shall act as steward: such steward shall be allowed sufficient time during working hours to see that this agreement is observed on his job. When not on Union business, the steward shall work as a journeyman.

Section 13.2 The Local Union shall protect stewards in so far that they may not be unduly discriminated against for fulfilling their duties. The steward will remain on the job at all times.

Section 13.3 THE PARTY OF THE FIRST PART shall provide a suitable shelter on all jobs for use as a change house and place to eat in inclement weather.

Section 13.4 Workmen shall be at their regular place of work at the starting time, but they shall be given reasonable time to put away tools.

Section 13.5 There shall be no limit on production of workmen or restriction on the full use of proper tools or equipment, and there shall be no task or piecework.

Section 13.6 Slowdowns, forcing of overtime, spread work, tactics, and featherbedding practices have been and are condemned and will not be tolerated.

ARTICLE XIV

TRAVELING EXPENSES AND WAITING TIME

Section 14.1 When an employee is instructed by his Employer to travel from his home to an out-of-town job or from one out-of-town job to another, from an out-of-town job on which he has been laid off to some other point of hire, and such instruction required the individual to change his residence, he will be paid transportation allowance by the most direct route to such new place or residence, plus room and board. Men quitting will not be entitled to return transportation. Transportation between out-of-town job and his temporary residence while on such job will be provided.

Section 14.2 Travel expense shall be paid at the rate of twenty cents (\$0.20) per mile, each way, to and from the job. Mileage beginning and terminating at a line ten (10) miles from the Washington County Court House by the shortest driving distance. Work within this ten (10) mile “free zone” shall be exempt from travel expense. Mileage shall be calculated to and from the free zone boundary to a maximum of Nine Dollars (\$9.00) per day travel expense. When the job is less than twenty (20) man days’ duration, the PARTY OF THE FIRST PART will pay all room and board and travel expense equal to one (1) round trip.

Section 14.3 If an Employer maintains an established, permanent and recognized shop within the jurisdiction of Local 168 and provides transportation for his employees, the travel expense shall not be payable.

Section 14.4 Room and board shall be paid as set forth herein regardless of the arrangements for transportation.

(NOTE) The intent of this rule is to provide transportation and subsistence under the condition set forth herein for men required to travel at the order of the Company to perform work. It does not apply to men who travel to such job without Company orders, unless special provisions are made for extraordinary situations.

Section 14.5 When men are instructed by the Employer to report on a certain day, but are not placed at work until a later date, they shall be allowed the equivalent of two (2) hours work for expenses for each normal working day after so reporting until given work or released from the job, but no waiting allowance shall be paid for days lost on account of strikes, sickness or accident.

Section 14.6 Any journeyman who reports to work in the morning and no work is provided shall receive at least two (2) hours pay, unless he has been notified beforehand not to report to work, or in case of strike or labor dispute.

Section 14.7 If a journeyman goes to work and is sent home at the request of the Employer during the morning he shall receive four (4) hours pay. If sent home at the request of the Employer during the afternoon, he shall receive eight (8) hours pay. If discharged during the afternoon, he shall receive eight (8) hours pay. All payments to include travel expense.

Section 14.8 When men are required to work overtime in excess of ten (10) hours, they shall be granted one-half (1/2) hour for lunch without loss of time after being on the job for ten (10) hours. And for each additional four (4) hours worked will be granted an additional one-half (1/2) hour without loss of time.

Section 14.9 If the workmen agree to work through until the job is completed, without taking the allotted time off for lunch, they shall be granted one-half (1/2) hour’s pay at double time in addition to the hours actually worked for each lunch period not taken.

ARTICLE XV

MISCELLANEOUS

Section 15.1 DRINKING WATER - Potable drinking water shall be furnished at all times in proper and sanitary fountains or carriers. Iced water shall be supplied when appropriate.

Section 15.2 HEATED, SANITARY TOILETS - Suitable sanitary toilets shall be provided on the job site and shall be heated when necessary to prevent freezing.

Section 15.3 PARKING LOT FACILITIES - The contractor shall, to the extent practicable, provide suitable off-highway parking facilities for the employees' cars when not provided by the General Contractor.

Section 15.3 EMERGENCY SHUTDOWN - When an Act of God, such as electrical storm, flood, polluted air or any uncontrolled danger to the employees or the plant, or circumstances that do not permit the shop to operate efficiently, the employer has the right to close the plant and in such cases, employees will be compensated only for the actual time worked.

Section 15.4 The Employer and the Union shall comply with all applicable provisions of the state and federal laws and regulations related to job safety and safe work practices.

ARTICLE XVI

WORK RULES

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

Section 16.1 The welding torch and chain falls are tools of the trade having jurisdiction over the work being performed. Craftsmen using these tools shall work under the supervision of the craft foremen.

Section 16.2 Workmen shall be at their place of work at the starting time and shall remain at their place of work until the quitting time.

Section 16.3 There shall be no limit on production by workmen nor restrictions of the full use of tools or equipment.

Section 16.4 Practices not a part of terms and conditions of collective bargaining agreements will not be recognized.

Section 16.5 Slowdowns, standby crews, and featherbedding practices will not be tolerated.

Section 16.6 A steward shall be a qualified workman performing work of his own craft and shall exercise no supervisory functions. There shall be no non-working stewards.

Section 16.7 There shall be no illegal strikes, work stoppages or lockouts.

Section 16.8 When a local union does not furnish qualified workmen within 48 hours (Saturdays, Sundays and holidays excluded) the contractor shall be free to obtain workmen from any source.

Section 16.9 It is agreed that overtime is undesirable and not in the best interest off 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.

Section 16.10 If the contractor so elects, he may work shift work at a rate negotiated in the applicable agreements. If the agreements do not contain rates pertaining to shift work, the parties should establish such shift rates by negotiation for specific project. The employer shall determine the craft and number of men to be assigned to each of the shifts so established.

ARTICLE XVII

FABRICATION

Section 17.1 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 the Employer's breach of this Article, the Union may, at its option, seek enforcement by judicial determination or such other judicial relief that the Union deems appropriate, or it may submit the Employer's violation of this Article to arbitration in accordance with Article XIX.

Section 17.2 Also provisions of this Article XVII shall apply regardless of who may purchase or furnish the pipe fabrication and assemblies to be erected pursuant to the provisions of this Agreement.

Section 17.3 The piping and manufactured components that are to become part of industrial piping systems may be fabricated at the job site or in a shop.

Section 17.4 As used in this Article, the term "manufactured components" which are to become part of an industrial piping system means skid mounted vessels, pumps, dryers, exchangers, etc., either singly or in combination, and all piping included thereon, but not the pipe formations between manufactured components which is customarily the work of employees under this Agreement.

Section 17.5 Pipe formations two (2) inches in diameter and under shall be fabricated and assembled on the job site; piping formations over two (2) inches in diameter at the option of the Employer may be fabricated on the job site or in a shop. 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 dimensioned welded formation.

Section 17.6 All piping formations for comfort heating and air conditioning will be fabricated and assembled on the job site. This includes boiler plants used only for generating steam for comfort heating systems.

Section 17.8 Piping formations requiring heat or other special treatment or the use of special tools and equipment may be fabricated on the job site or in the shop.

Section 17.9 All pipe bends over two (2) inches in diameter may be made on the job site or in the shop.

Section 17.8 All piping and assembling of panel boards shall be done on the job site or in the shop.

Section 17.9 Where the word “shop” is used in this Article, it shall be defined as a pipe fabricating shop in the United States where terms and conditions of employment for journeymen plumbers, pipe fitters-steamfitters and their apprentices performing such shop fabrication compare favorable with the terms and conditions of employment of the employees covered by this Agreement who would have performed the fabrication if the Employer exercised his option to have it done at job site.

ARTICLE XVIII

PIPE HANGERS AND PIPE SUPPORTS

Section 18.1 All hanger rods, and pipe supports and pipe hangers made of structural shapes only which can be fabricated from drawings or specifications are not covered by this Agreement. Such hanger rods, pipe supports and pipe hangers shall be shipped to the job unattached and erection shall be covered by the terms of this Agreement.

Section 18.2 All hanger rods, pipe supports and pipe hangers which require field dimensions for fabrication are covered by this Agreement.

ARTICLE XIX

HANDLING OF GRIEVANCES

Section 19.1 Any grievance or dispute arising under the terms of this Agreement, other than those resulting from the provisions of Article XXXVII, shall be promptly adjusted through the following steps of the Grievance Procedure without work stoppage:

1. The aggrieved employee shall first attempt settlement with the Steward and the Foreman.
2. Failing settlement at the first step within 24 hours of the presentation at the first step the Steward shall attempt settlement with the job Superintendent.
3. Failing settlement at the second step within 48 hours of the presentation at the second step the Business Representative of the Local and the Shop Steward shall attempt settlement with the Job Manager or his representative.
4. Failing settlement at the third step within 48 hours of the presentation at the third step either party may request arbitration before an impartial arbitrator. Each party shall appoint one person and these two will select a third person to act as arbitrator. Failing to agree on a third party, they shall petition the Federal Mediation and Conciliation Service to submit a list of seven possible arbitrators. Each party beginning with the aggrieved party, shall strike a name alternately. After each has struck three names, the remaining shall be the impartial arbitrator. His decision shall be final and binding on the parties. However, he shall not have the power to add to, subtract from or alter the terms of this Agreement. His decision shall be rendered as promptly as possible after the hearing. Each party will bear the cost of preparing their case and one-half the arbitrator's fee and expense.
5. The times specified above do not include Saturday, Sunday or holidays.
6. Grievances of a general nature not involving a single employee may be presented by either party at the third step of the Procedure.

Section 19.2 Should differences of any kind arise between the Employer and Union or members thereof, it is specifically agreed that there will be no lockouts, strikes, stoppage of any work, slowdowns, picket lines, secondary boycotts or other concerted disturbances even of a minor and/or monetary nature. The employees shall not resort to subterfuge, mass demonstrations or remain away from the work for any reason in an attempt to evade their obligation under this Agreement. In the event of any walkout, work stoppage, or wildcat strike, the Employer shall notify the Union's Business Representative to correct such situation immediately after receiving such notice from the Employer.

ARTICLE XX

NON-DISCRIMINATION

Section 20.1 It is the continuing policy of the Employers and the Union that the provisions of this agreement shall be applied to all employees without regard to race, color, creed, age, sex, national origin or handicap. Further, there will be no discrimination in regard to disabled veterans or veterans of the Vietnam Era.

ARTICLE XXI

BONDING

Section 21.1 All contractors requesting employees shall post a fidelity of surety bond in the amount of \$20,000 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 payment.

ARTICLE XXII

CREDIT UNION

Section 22.1 The Employer agrees to make deductions from weekly earnings upon the request of any employee who is a member of Local Union #168. A Payroll Deduction Direct Deposit Authorization card furnished by the Southeastern Ohio Credit Union, Inc. must be voluntarily completed and signed by the Employee stating the amount to be deducted weekly and given to the Employer.

Section 22.2 The Employer agrees to deposit money monthly to the Employee's account in the Southeastern Ohio Credit Union, Inc. no later than the 15th of the following month as per the instructions on Attachment B of this Agreement.

ARTICLE XXIII

PLUMBERS AND PIPEFITTERS LOCAL 168 VACATION FUND

Section 23.1 All employers subject to and working under the terms of this Agreement, shall contribute an amount, determined annually by the Union prior to June 1st of each year or as per notification by the Local Union as stated in Attachment A, per hour for each hour paid for each Employee covered by this Agreement.