

# **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:

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

**\*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 15<sup>th</sup> 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 1<sup>st</sup> 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.

**Section 23.2** Vacation Fringe Contributions must be added into the gross earnings and taxes taken out weekly. The full contractual amount is then deducted and forwarded on or before the 15<sup>th</sup> day of each month as per the instructions stated on Attachment B of this Agreement.

**Section 23.3** This fund will be jointly administered under the same guidelines as Article XXXV by the Plumbers & Pipefitters Local #168 Retirement Plan Trustees.

## **ARTICLE XXIV**

### **OHIO STATE PLUMBERS AND PIPEFITTERS HEALTH AND WELFARE FUND**

**Section 24.1** The Parties have negotiated a Trust Agreement establishing the Pipefitters Local 168 Health & Welfare Fund effective June 1, 1968. The Employer shall pay to the Ohio State Plumbers and Pipefitters Health and Welfare Fund a sum, 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. Such amounts are to be submitted to the Ohio State Plumbers and Pipefitters Health and Welfare Fund no later than the fifteenth (15<sup>th</sup>) of the following month as per the instructions stated on Attachment B of this Agreement.

**Section 24.2** In addition, effective June 1, 2011, the Employer will contribute to the Ohio State Plumbers and Pipefitters Local #168 Retiree Health & Welfare Subsidy a sum, 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. Such amounts are to be submitted to the Ohio State Plumbers and Pipefitters Health and Welfare Fund no later than the fifteenth (15<sup>th</sup>) of the following month as per the instructions stated on Attachment B of this Agreement.

**Section 24.3** Also effective June 1, 2011, the Employer will contribute to the Ohio State Plumbers and Pipefitters Health and Welfare Health Savings Account a sum, 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. Such amounts are to be submitted to the Ohio State Plumbers and Pipefitters Health and Welfare Fund no later than the fifteenth (15<sup>th</sup>) of the following month as per the instructions stated on Attachment B of this Agreement.

**Section 24.4** In the event the Union wishes to improve the employee benefits of the Health & Welfare Fund, any and all additional cost incurred shall be paid for by the employee and this amount deducted from the basic hourly wage rates provided in Attachment A.

**Section 24.5** The Trustees of Ohio State Plumbers and Pipefitters Health & Welfare Fund are authorized to enter into reciprocal agreements with Trustees of other Health & Welfare Funds providing for the transfer of contributions between funds so that employees temporarily working outside their home fund jurisdiction will not lose credit or eligibility for benefits in their home funds. The trustees shall determine the terms of such reciprocal agreements.

**Section 24.6** This fund will be jointly administered under the same guidelines as Article XXXV by the Ohio State Plumbers and Pipefitters Health and Welfare Trustees.

## **ARTICLE XXV**

### **PLUMBERS AND PIPEFITTERS NATIONAL PENSION FUND**

**Section 25.1** The employer agrees to contribute the sum, 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 to the Plumbers and Pipefitters National Pension Fund and agrees to make contributions to the Plumbers & Pipefitters National Pension Fund in accordance with the Revised Standard Form of Participation Agreement as per Attachment C of this Agreement no later than the twentieth (20<sup>th</sup>) of the following month as per the instructions stated on Attachment B of this Agreement.

**Section 25.2** This fund will be jointly administered by the Plumbers and Pipefitters National Pension Fund Committee.

## **ARTICLE XXVI**

### **PLUMBERS & PIPEFITTERS LOCAL 168 RETIREMENT FUND**

**Section 26.1** The employer agrees to contribute the sum, 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 to the Plumbers and Pipefitters Local #168 Retirement Fund in accordance with the Revised Standard Form of Participation Agreement as per Attachment D of this Agreement no later than the twentieth (20<sup>th</sup>) day of each month and will be considered late if not received by the twenty-fifth (25<sup>th</sup>) of the month and may be subject to late payment fees as per the instructions stated on Attachment B of this Agreement.

**Section 26.2** This fund will be jointly administered under the same guidelines as Article XXXV by the Plumbers & Pipefitters Local #168 Retirement Plan Trustees.

## **ARTICLE XXVII**

### **INTERNATIONAL TRAINING FUND**

**Section 27.1** The employer agrees to contribute the sum, 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 worked for each Employee covered by this Agreement.

**Section 27.2** Such amounts are to be submitted to the International Training Fund no later than the fifteenth (15<sup>th</sup>) of the following month as per the instructions stated on Attachment B of this Agreement.

**Section 27.3** This fund will be jointly administered by the International Training Fund Committee in accordance with the International Training Fund Trust Document.

## **ARTICLE XXVIII**

### **UA LOCAL 168 APPRENTICESHIP EDUCATIONAL FUND**

**Section 28.1** To cover the cost of the Apprenticeship Training Program and to ensure a steady supply of well-trained journeymen in the Plumbing and Pipefitting industry in the geographic jurisdictional area of Local #168, the employer agrees to contribute the sum, 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 worked for each Employee covered by this Agreement to the UA Local 168 Apprenticeship Educational Fund.

**Section 28.2** Such amounts are to be submitted no later than the fifteenth (15<sup>th</sup>) of the following month as per the instructions stated on Attachment B of this Agreement.

**Section 28.3** This fund will be jointly administered under the same guidelines as Article XXXV by the Marietta Joint Apprenticeship Committee.

## **ARTICLE XXIX**

### **PARKERSBURG-MARIETTA CONTRACTOR AND TRADES EDUCATIONAL AND DEVELOPMENT FUND (TOP DRUG AND SAFETY)**

**Section 29.1** There has been established a Trust known as the Parkersburg-Marietta Contractors and Trades Education and Development Fund; a copy of which is included as Attachment E of this Agreement.

**Section 29.2** 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.

**Section 29.3** 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. The contribution amount as stated on Attachment A should be submitted per the instructions on Attachment B of this Agreement. 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 Contractors of such periodic payment dates. The amount to be contributed shall be subject to changes as the result of any changes in the cost of administration of the program.

## **ARTICLE XXX**

### **CONSTRUCTION ADVANCEMENT PROGRAM FUND**

**Section 30.1** 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 appointed pursuant to the provisions of the Trust Instrument, and the activities of the Fund shall be financed as set forth Section 30.2.

**Section 30.2** Commencing June 1, 2011, 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 (this amount shall be determined annually or on an as needed basis by the Parkersburg-Marietta Contractors Association) of six cent (\$0.06) per hour for each hour worked and deduct back five cents (\$0.05) per hour, for each hour worked and said funds shall be paid to the Parkersburg-Marietta Contractors Association Construction Advancement Program. The five cents (\$0.05) deducted shall be sent to Plumbers and Pipefitters Local #168 to then be forwarded onto the Parkersburg-Marietta Contractors Association.

**Section 30.3** 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 in defraying the cost of conducting, 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 30.4** 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 30.5** 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.

## **ARTICLE XXXI**

### **DEDUCTIONS**

**Section 31.1** Deductions from the employee's wages shall be itemized on the pay check stub. The Employer may combine F.I.C.A. and Income Tax withholding as one amount on the pay stub but no more deductions will be made than required by law and when the employee has earned the F.I.C.A. base no further deduction will be made for F.I.C.A. and the aforementioned combined deduction will be reduced to that required by the W-4 form signed by the employee.

**Section 31.2** All such payroll deductions will appear on the reporting forms furnished to the Employer by the Union and shall be submitted no later than the fifteenth (15<sup>th</sup>) of the following month as per the instructions stated on Attachment B of this Agreement.

## **ARTICLE XXXII**

### **DUES DEDUCTION**

**Section 32.1** The employer agrees to deduct a percentage, determined annually by the Union thirty (30) days prior to June 1<sup>st</sup> of each year or as per notification by the Local Union as stated in Attachment A, of the gross wages (not including Vacation contributions) from each Employee covered by this Agreement for local union dues.

**Section 32.2** Such deductions shall be made from the gross weekly pay of those employees who have authorized such deductions.

**Section 32.3** The aggregate sum so deducted shall be submitted no later than the fifteenth (15<sup>th</sup>) of the following month as per the instructions stated on Attachment B of this Agreement.

### **ARTICLE XXXIII**

#### **BUILDING TRADES DEDUCTION**

**Section 33.1** Each employer covered by this Agreement shall deduct from the wage and pay to the Building Trades, a sum, 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.

**Section 33.2** Such amounts are to be submitted no later than the fifteenth (15<sup>th</sup>) of the following month as per the instructions stated on Attachment B of this Agreement.

### **ARTICLE XXXIV**

#### **UA 168 BUILDING CORPORATION**

**Section 34.1** Each employer covered by this Agreement shall deduct from the wage and pay to the UA 168 Building Corporation, a sum, 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.

**Section 34.2** Such amounts are to be submitted no later than the fifteenth (15<sup>th</sup>) of the following month as per the instructions stated on Attachment B of this Agreement.

### **ARTICLE XXXV**

#### **JOINTLY ADMINISTERED FUNDS**

**Section 35.1** The Employers and the Union and all the Employees covered by this Agreement, agree to be bound by all the terms of the Trust Agreement creating the Ohio State Plumbers and Pipefitters Health and Welfare Fund, the Ohio State Plumbers and Pipefitters Health and Welfare Fund Retiree Health and Welfare Subsidy, the Ohio State Plumbers and Pipefitters Health and Welfare Fund Health Savings Account, the Plumbers and Pipefitters Local 168 Retirement Fund, the Vacation Fund, the UA Local 168 Apprenticeship Educational Fund and any other jointly administered fund established pursuant to Section 302 of Labor/Management Labor Relations Act of 1947 as amended by all action and rules of the trustees, provided that such 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 undertaken or to be undertaken by such trustees within the scope of their authority.

**Section 35.2** The trustees of the respective funds are hereby authorized to establish a schedule of liquidated damages to be assessed against and to be paid for by any Employer who fails to make timely payments to said funds in accordance with the provisions of this Agreement.

**Section 35.3** The Trustees, Administrators, Officers, or Directors respectively of the several funds (to which funds payments are 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 or audit of payroll records, seek any appropriate legal, equitable and administrative relief. They shall not be required to invoke or resort to the grievance and arbitration procedures 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 the respective funds all expenses incurred by the Trustees in such action, including reasonable Attorney's fees.

**Section 35.4** All Contractor payments to the trust funds are to be mailed to arrive on or before the 15<sup>th</sup> day of the following month or as otherwise directed by each individual fund. If said Contractor does not have said payments in full to designated office per the articles of this agreement, after thirty (30) days a penalty will be assessed or as specified per fund. The Union shall be authorized to remove employees from the job or shop of any such employer notwithstanding the provision of Article XVI of this Agreement.

**Section 35.5** Any Employer who has at any time within the life of this Agreement been delinquent for two consecutive months in his payments of any contributions, fringe benefits, or deductions required to be made under this Agreement shall upon notification(s) of the respective Trustees or Officers procure a bond in an amount determined by said Trustees or Officers 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 Local #168's jurisdiction. If such bond cannot be procured, a cash bond must be submitted.

## **ARTICLE XXXVI**

### **SAVINGS CLAUSE**

**Section 36.1** If any article or provision of this Agreement shall be declared invalid, Inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

## **ARTICLE XXXVII**

### **DURATION**

**Section 37.1** This Agreement shall be binding upon both parties from June 1, 2014 through Midnight, May 31, 2019, and from year to year thereafter, provided, however, that either party may notify the other party in writing at least sixty (60) days before the expiration of this Agreement or the anniversary of any extension or renewal thereof, that it intends to terminate the Agreement or request changes therein.


Agreed on the date first above written

SIGNED ON BEHALF OF THE  
PARTY OF THE FIRST PART:

SIGNED ON BEHALF OF THE  
PARTY OF THE SECOND PART:

Contractor:

Signature:



Printed Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

UNITED ASSOCIATION OF  
JOURNEYMEN AND APPRENTICES  
OF THE PLUMBING AND PIPEFITTING  
INDUSTRY OF THE U.S. AND CANADA  
LOCAL UNION #168

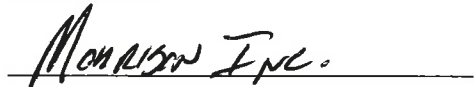
By:

Jeffrey A. White, Business Manager

By:

Ryan L. Westbrook, President

Contractor:



Signature:



Printed Name:



Title:



SIGNED ON BEHALF OF THE  
PARTY OF THE FIRST PART:

Contractor:

GRAE-CON PROCESS PIPING, LLC

Signature:



Printed Name:

ROBERT A. GRIBBEN, III

Title:

PRESIDENT

Contractor:

Carver's Electric, Plumbing, & Heating, Inc.

Signature:



Printed Name:

Kathy Maxon

Title:

Treasurer

Contractor:

Davis Pickering & Co. Inc.

Signature:



Printed Name:

Dustin W. Flinn

Title:

President

Contractor:

Force Electric, Inc.

Signature:



Printed Name:

Darla Barker

Title:

President

**SIGNED ON BEHALF OF THE  
PARTY OF THE FIRST PART:**

**Contractor:**

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**Signature:**

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**Printed Name:**

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**Title:**

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**SIGNED ON BEHALF OF THE  
PARTY OF THE FIRST PART:**

**Contractor:**

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**Printed Name:**

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**Title:**

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## **SUPPLEMENTAL AGREEMENT**

### **COVERING**

#### **RESIDENTIAL AND LIGHT COMMERCIAL WORK**

This is an Supplemental to the regular Collective Bargaining Agreement by and between the Marietta Area Plumbing, Heating and Mechanical Contractors and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local #168, Marietta, Ohio.

When an Employer becomes signatory to this Supplemental, he shall also be signatory to the Master Agreement covering work outside of and separate and distinct from the “Scope of Work” described in this Supplemental.

An Employer desiring to become signatory to this Supplemental shall be an established and recognized heating/cooling or air conditioning contractor or a plumbing contractor with a licensed United Association master Plumber in his permanent employ.

### **ARTICLE I**

#### **“Scope of Work”**

**Section 1.1** A building limited to residential occupancy of four (4) floors or less provided that a predetermined rate under the Davis-Bacon Act has not been established in excess of the rate provided for in this Supplemental.

**Section 1.2** Free-standing buildings which include restaurants, service stations, laundromats, or food stores or similar structures, and building additions which do not exceed 40 plumbing fixtures (excluding floor drains), 25 washing machines, 50 tons air conditioning or 750,000 BTU/hour heating provided that predetermined rate under Prevailing Wage laws has not been established in excess of the rate provided for in this Supplemental.

**Section 1.3** All service, repair and maintenance of residential and limited commercial plumbing, heating and air conditioning work covered under the terms of this Supplemental.

**Section 1.4** Plumbing, heating and air conditioning repair of a “minor nature” on commercial work (not covered under limited commercial work) shall be defined as that work which is to be performed shall not require the services of a repairman more than sixteen (16) scheduled hours.

**Section 1.5** All public utilities (gas, sewer and water) in street and laterals up to the commercial building covered under the terms of this Supplemental.

## **ARTICLE II**

### **Hiring Procedure and Classifications**

**Section 2.1** The Employer agrees at all times prior to employing qualified Journeymen or Helpers (qualified under the terms of this Supplemental) to notify the local Business Manager who will refer unemployed Journeymen, Apprentices, Trainees and Helpers (qualified per Supplemental) to the Employer. The Local Union will have 48 hours (excluding Sundays and Holidays) in which to furnish the Employer with qualified personnel. If, after 48 hours the Local Union cannot furnish qualified personnel, the Employer may hire qualified (as per Supplemental) employees from other sources.

#### **Section 2.2 Residential Plumber**

- A. Must have passed the city plumbing examination given by the City of Marietta, Ohio.
- B. Work must prove satisfactory to the Employer for a period of six (6) months.
- C. Restricted to work defined under the terms of this Supplemental.
- D. Upon completion of four (4) years of satisfactory practical experience as a Residential Plumber, and upon completion of a minimum of three hundred (300) hours of classes in subjects related to the trade, the Residential Plumber may be given Local Union #168's plumbing examination. Upon successful completion of the examination, the Residential Plumber shall be reclassified as a Building Trades Journeyman Plumber, as per section 144 of the U.A. Constitution.

#### **Section 2.3 Light Commercial & Residential Trainees**

May be employed to learn the aspects of the Light Commercial and Residential work covered by the terms of this Supplemental.

The Trainee shall, where possible, be assigned to a journeyman performing work under this Supplemental who is desirous of furthering the Trainee's knowledge and skills of the trade. The only exception to this shall be that Trainees in their third (3<sup>rd</sup>) and fourth (4<sup>th</sup>) years of employment may perform Residential work if considered qualified by the employer.

#### **Section 2.4 Residential Plumber's Helpers**

- A. May be employed to perform the unskilled work covered by the terms of this Supplemental.

1. Loading, unloading and stockpiling of pipe, material and equipment on job site.
  2. Loading and unloading of tools on job site.
  3. Sweeping and debris removal.
  4. Cleaning of fixtures and equipment
  5. Exterior nonmetallic sewer work and ditch work involved in interior underground.
  6. General assistance to Plumber.
- B. Work must prove satisfactory to the Employer for a period of six (6) months.
- C. Helpers shall be under the direction of a journeyman at all times.
- D. At no time will Trainees and/or Helpers be employed at a ratio other than that listed below in Section E.
- E. Ratio of Trainees and/or Helpers to Plumbers:
- | <u>Plumbers</u> | <u>Trainees and/or Helpers</u> |
|-----------------|--------------------------------|
| 1 – 2           | 1                              |
| 3 – 4           | 2                              |
| 5 – 6           | 3                              |
| 7 – 8           | 4                              |
| 9 – 10          | 5                              |
| 11-and over     | 5 maximum                      |
- F. Trainees and/or Helpers shall be required to attend classes in subjects related to the trade.

### **ARTICLE III**

#### **Hours of Work, Overtime and Shifts**

**Section 3.1** Hours of Work - Eight (8) hours shall constitute a day's work between the hours of 8:00 A.M. and 4:00 P.M. Monday through Friday inclusive, with one-half (1/2) hour for lunch. Time and one-half (1-1/2) shall be paid for all hours worked before 8:00 A.M. and after 4:30 P.M. However, the starting time may be changed by mutual agreement between the Employer and the Union. In such event, overtime will not be payable unless the employee is required to work outside the revised working hours.

**Section 3.2 Overtime** - Overtime shall be paid at the rate of one and one-half (1-1/2) times the regular rate for work performed in excess of eight (8) hours Monday through Saturday, inclusive. Double (2) times the regular rate shall be paid for work performed on Sundays or holidays as defined in the Master Agreement. When a listed holiday falls on Sunday, the following Monday shall be observed as a double time day.

**Section 3.3 Shift Work** - Shift work may be performed at the option of the Employer. Employees working the second and third shifts shall receive pay for actual hours worked. The hourly rate for men working the second and third shifts shall be the amount as stated on Attachment A of this Agreement over and above the basic hourly rate.

## **ARTICLE IV**

### **Supervision**

**Section 4.1** Selection of Craft Foreman shall be the responsibility of the Employer. Foreman shall be selected from Journeymen working under this Supplemental. The Foreman shall be paid the amount as stated on Attachment A of this Agreement per hour over Journeyman's scale. A Foreman in charge of five (5) or fewer Journeymen shall be allowed to work with the tools.

## **ARTICLE V**

### **Wages**

**Section 5.1** The basic wage rate for Light Commercial and Residential Plumbers, Trainees, and Helpers covered by this Agreement is included as Attachment A of this Agreement.

**Section 5.2 Equal Pay** - In the event a Residential Plumber performing work under the terms and conditions of this Supplemental is assigned to work at a project where employees represented by affiliates of the Parkersburg-Marietta Building Trades Council are performing work at a higher hourly rate of pay, the hourly rate of pay of the Residential Plumber shall be increased \$0.75 per hour.

## **ARTICLE VI**

### **Fringe Benefits**

**Section 6.1** Residential Plumbers - All fringe benefits and deducts shall be paid or deducted as per the Master Agreement.

**Section 6.2** Plumbers Helpers - Fringe benefits or deductions payable for employment of a Plumbers Helper shall include Health and Welfare (as per Master Agreement), Building Trades dues and Union dues and assessments. There shall be no contribution for Pension.

## **ARTICLE VII**

### **Definitions**

#### **Section 7.1 “Journeyman”**

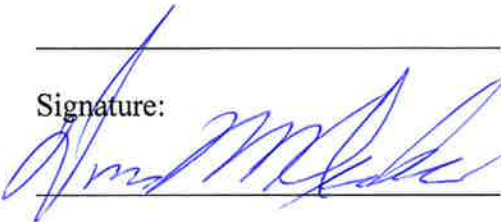
- A. Building Trades Journeyman
- B. Licensed Residential Plumber

**Section 7.2 “Apprentice”** - Indentured to the Joint Apprenticeship Committee, payable under the terms of the Master Agreement.

Any provision in the Master Agreement which is in conflict with the provisions of this Supplemental shall be of no force or effect; so that provisions of this Supplemental shall exclusively control all the terms and conditions. Any term or condition not specified by the Supplemental shall revert back to the Master Agreement.

SIGNED IN BEHALF OF THE  
EMPLOYER:

Contractor:

Signature: 


Printed Name:

\_\_\_\_\_

Title:

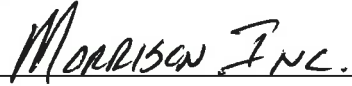
\_\_\_\_\_

SIGNED IN BEHALF OF THE UNION:

  
Jeffrey A. White, Business Manager

  
Ryan L. Westbrook, President

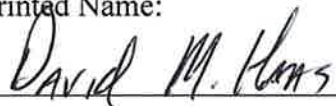
Contractor:

  
MORRISON INC.

Signature:



Printed Name:

  
David M. Hays

Title:

  
V.P.

SIGNED IN BEHALF OF THE  
EMPLOYER:

Contractor:

Carver's

Signature:

Kathy Maxon

Printed Name:

Kathy Maxon

Title:

Treasurer

Contractor:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Contractor:

Force Electric, Inc.

Signature:

Darla Barker

Printed Name:

Darla Barker

Title:

President

Contractor:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

**SIGNED IN BEHALF OF THE  
EMPLOYER:**

**Contractor:**

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**Signature:**

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**Printed Name:**

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**Title:**

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**Contractor:**

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**Signature:**

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**Printed Name:**

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**Title:**

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**Contractor:**

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**Signature:**

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**Printed Name:**

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**Title:**

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**Contractor:**

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**Signature:**

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**Printed Name:**

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**Title:**

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SIGNED IN BEHALF OF THE  
EMPLOYER:

Contractor:

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Signature:

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Printed Name:

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Title:

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Contractor:

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Signature:

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Printed Name:

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Title:

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Signature:

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Printed Name:

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Title:

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Contractor:

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Signature:

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Printed Name:

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Title:

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## ATTACHMENT A

### PLUMBERS & PIPEFITTERS LU#168 INDUSTRIAL WAGES & CONTRIBUTIONS IN EFFECT FOR ANY HOURS WORKED ON OR AFTER JUNE 1, 2015 UNTIL MAY 31, 2016

JEFFREY A. WHITE, BUSINESS MANAGER  
201 FRONT STREET, MARIETTA, OH 45750  
(740) 373-7965 FAX (740) 373-5417

Counties covered: Meigs, Monroe, Morgan and Washington

	<u>100%</u>	<u>6/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>
Journeyman Wage Rate	\$31.68	+2.50	+2.70	+2.75
Journeyman Gross Taxable Rate <u>(Includes Vacation)</u>	\$37.18			
Journeyman Wage Rate	\$31.68			
Vacation Fund (Per Hour Paid)	\$ 5.50	<b>Allocation of the negotiated increases to be determined by the Union prior to the effective dates.</b>		
Health & Welfare (Per Hour Paid)	\$ 6.85			
Health & Welfare Retiree Subsidy (Per Hour Paid)	\$ .52			
Health Savings Account (Per hour Paid)	\$ 1.00			
National Pension Fund (Per Hour Paid)	\$ 6.10			
Auxiliary Pension (Per Hour Paid)	\$ 4.70			
International Training Fund (Per Hour Worked)	\$ .10			
Apprenticeship (Per Hour Worked)	\$ .85			
Substance Abuse Testing (Per Hour Worked)	\$ .10			
Construction Advancement (Per Hour Worked)	\$ .06			
<b><u>TOTAL PACKAGE</u></b>	<b><u>\$57.46</u></b>	\$59.96	\$62.66	\$65.41
Foreman	\$2.00 above base rate			
Area Foreman	\$2.75 above base rate			
General Foreman	\$4.00 above base rate			

#### **DEDUCTIONS:**

Dues	3.5% of gross wages	<u>(Dues are not paid on vacation contributions.)</u>
Building Trades (Per Hour Paid)	\$0.15	
Building Fund (Per Hour Paid)	\$0.20	

**SHIFT DIFFERENTIAL:** \$1.00 above the basic hourly rate for second and third shifts.  
(For work performed under a pre-approved National Agreement  
or Project Labor Agreement refer to applicable Agreement.)

**OVERTIME:** Time and one-half first two hours (Monday - Friday) and first ten hours on Saturday.  
Sundays and Holidays are double time.

**TRAVEL PAY:** Ten mile free zone from Washington County Court House. \$0.20 per mile each way from  
free zone to job site. Maximum: \$9.00 per day. No travel on NMA or GPA sites.

**HOLIDAYS:** New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after  
Thanksgiving, Christmas Day.  
If a holiday falls on Sunday, the following Monday shall be observed.  
If a holiday falls on Saturday, the preceding Friday shall be observed.

#### **APPRENTICE RATES**

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

The Apprentice Rates shall be calculated using the 100% Journeyman Industrial Wage Rate.  
Apprentices receive all benefits, contributions and deductions as stated above.

\*First year Apprentices **DO NOT** receive Vacation, National Pension, or Auxiliary Pension.

## ATTACHMENT A

### PLUMBERS & PIPEFITTERS LU#168 INDUSTRIAL WAGES & CONTRIBUTIONS IN EFFECT FOR ANY HOURS WORKED ON OR AFTER JUNE 1, 2015 UNTIL MAY 31, 2016

JEFFREY A. WHITE, BUSINESS MANAGER  
201 FRONT STREET, MARIETTA, OH 45750  
(740) 373-7965 FAX (740) 373-5417

Counties covered: Meigs, Monroe, Morgan and Washington

	<b><u>90%</u></b>
Journeyman Wage Rate	\$28.51
Journeyman Gross Taxable Rate ( <u>Includes Vacation</u> )	\$34.01
Journeyman Wage Rate	\$28.51
Vacation Fund (Per Hour Paid)	\$ 5.50
Health & Welfare (Per Hour Paid)	\$ 6.85
Health & Welfare Retiree Subsidy (Per Hour Paid)	\$ .52
Health Savings Account (Per hour Paid)	\$ 1.00
National Pension Fund (Per Hour Paid)	\$ 6.10
Auxiliary Pension (Per Hour Paid)	\$ 4.70
International Training Fund (Per Hour Worked)	\$ .10
Apprenticeship (Per Hour Worked)	\$ .85
Substance Abuse Testing (Per Hour Worked)	\$ .10
Construction Advancement (Per Hour Worked)	\$ .06
<b><u>TOTAL PACKAGE</u></b>	<b><u>\$54.29</u></b>

Foreman	\$2.00 above base rate
Area Foreman	\$2.75 above base rate
General Foreman	\$4.00 above base rate

#### **DEDUCTIONS:**

Dues	3.5% of gross wages	( <u>Dues are not paid on vacation contributions.</u> )
Building Trades (Per Hour Paid)	\$0.15	
Building Fund (Per Hour Paid)	\$0.20	

**SHIFT DIFFERENTIAL:** \$1.00 above the basic hourly rate for second and third shifts.  
(For work performed under a pre-approved National Agreement  
or Project Labor Agreement refer to applicable Agreement.)

**OVERTIME:** Time and one-half first two hours (Monday - Friday) and first ten hours on Saturday.  
Sundays and Holidays are double time.

**TRAVEL PAY:** Ten mile free zone from Washington County Court House. \$0.20 per mile each way from  
free zone to job site. Maximum: \$9.00 per day. No travel on NMA or GPA Contract sites.

**HOLIDAYS:** New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after  
Thanksgiving, Christmas Day.  
If a holiday falls on Sunday, the following Monday shall be observed.  
If a holiday falls on Saturday, the preceding Friday shall be observed.

#### **APPRENTICE RATES**

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

The Apprentice Rates shall be calculated using the 100% Journeyman Industrial Wage Rate.  
Apprentices receive all benefits, contributions and deductions as stated above.

\*First year Apprentices **DO NOT** receive Vacation, National Pension, or Auxiliary Pension.

## ATTACHMENT A

**PLUMBERS & PIPE FITTERS LU#168**  
**RESIDENTIAL/LIGHT COMMERCIAL WAGE RATES**  
**IN EFFECT FOR ANY HOURS WORKED ON OR AFTER JUNE 1, 2015**

RATES IN EFFECT UNTIL MAY 31, 2016

JEFFREY A. WHITE, BUSINESS MANAGER

201 FRONT STREET, MARIETTA, OH 45750

(740) 373-7965 FAX (740) 373-5417

Counties covered: Meigs, Monroe, Morgan and Washington

Plumbers Gross Taxable per hour	\$20.09
Wage Rate	\$20.09
Health & Welfare (Per Hour Paid)	\$ 6.85
National Pension Fund (Per Hour Paid)	\$ 4.39
Auxiliary Pension (Per Hour Paid)	\$ 0.40
International Training Fund (Per Hour Worked)	\$ .10
Apprenticeship (Per Hour Worked)	\$ .85
Substance Abuse Program (Per Hour Worked)	\$ .07
<b><u>TOTAL PACKAGE</u></b>	<b><u>\$32.75</u></b>

**Foreman** \$0.75 above base rate

**DEDUCTIONS:**

Dues	3.50% of gross wages
Building Trades (Per Hour Paid)	\$0.15
Building Fund (Per Hour Paid)	\$0.20

**SHIFT DIFFERENTIAL:** \$1.00 above the basic hourly rate for those working the second and third shifts.

**OVERTIME:** Time and one-half times the regular rate for work performed in excess of eight (8) hours Monday through Saturday. Double (2) times the regular rate for work performed on Sundays or holidays as defined in the Master Agreement. When a listed holiday falls on Sunday, the following Monday shall be observed as a double time day.

**HOLIDAYS:** New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. If a holiday falls on Sunday, the following Monday shall be observed. If a holiday falls on Saturday, the preceding Friday shall be observed.

## ATTACHMENT A

### PLUMBERS AND PIPE FITTERS LU#168 COMMERCIAL PLUMBING WAGE RATES AND CONTRIBUTIONS IN EFFECT FOR ANY HOURS WORKED ON OR AFTER JUNE 1, 2015 UNTIL MAY 31, 2016

JEFFREY A. WHITE, BUSINESS MANAGER  
201 FRONT STREET, MARIETTA, OH 45750  
(740) 373-7965 FAX (740) 373-5417  
Counties covered: Meigs, Monroe, Morgan and Washington

Journeyman Wage Rate	\$29.78
Journeyman Gross Taxable Rate (Includes Vacation)	\$35.28

Journeyman Wage Rate	\$29.78
Vacation Fund (Per Hour Paid)	\$ 5.50
Health & Welfare (Per Hour Paid)	\$ 6.85
Health & Welfare Retiree Subsidy (Per Hour Paid)	\$ .52
Health Savings Account (Per hour Paid)	\$ 1.00
National Pension Fund (Per Hour Paid)	\$ 6.10
Auxiliary Pension (Per Hour Paid)	\$ 4.70

International Training Fund (Per Hour Worked)	\$ .10
Apprenticeship (Per Hour Worked)	\$ .85
Substance Abuse Testing (Per Hour Worked)	\$ .10
Construction Advancement (Per Hour Worked)	\$ .06
<b>TOTAL PACKAGE</b>	<b>\$55.56</b>

Foreman	\$2.00 above base rate
Area Foreman	\$2.75 above base rate
General Foreman	\$4.00 above base rate

#### **DEDUCTIONS:**

Dues 3.5% of gross wages	(Dues are not paid on vacation contributions.)
Building Trades (Per Hour Paid)	\$0.15
Building Fund (Per Hour Paid)	\$0.20

**SHIFT DIFFERENTIAL:** \$1.00 above the basic hourly rate for those working the second and third shifts.  
(For work performed under a pre-approved National Agreement or Project Labor Agreement refer to applicable Agreement.)

**OVERTIME:** Time and one-half first two hours (Mon.-Fri.) and first ten hours on Saturday.  
Sundays and Holidays are double time.

**TRAVEL PAY:** Ten mile free zone from Washington County Court House. \$0.20 per mile each way from free zone to job site. Maximum \$9.00 per day. No travel on NMA or GPA contract sites.

**HOLIDAYS:** New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.  
If a holiday falls on Sunday, the following Monday shall be observed.  
If a holiday falls on Saturday, the preceding Friday shall be observed.

#### **APPRENTICE RATES**

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

The Apprentice rates shall be calculated using the 100% Journeyman Industrial Wage Rate.  
Apprentices receive all benefits, contributions and deductions as stated above.

\*First year Apprentices **DO NOT** receive Vacation, National Pension, or Auxiliary Pension.

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## ATTACHMENT B

### Plumbers & Pipefitters Local #168 Reporting Instructions

1. Mail original report & check for National Pension Fund (hours paid) & International Training Fund (hours worked) to:  
Plumbers & Pipefitters National Pension Fund  
P.O. Box 79972  
Baltimore, MD 21279-0972
2. Mail a copy of the report & a separate check for Health & Welfare (hours paid), Retiree Subsidy (hours paid), & Health & Savings account (hours paid) payable to:  
Ohio State Plumbers & Pipefitters  
60 Blvd. of the Allies, 5<sup>th</sup> Floor  
Pittsburgh, PA 15222
3. Mail a copy of the report & a separate check payable to :  
Plumbers & Pipefitters Local #168  
201 Front Street  
Marietta, OH 45750

This check includes total combined contributions for:

- Apprentice Training Fund (hours worked)
  - Note "A" – Dues Checkoff 3.5% of Gross Earnings
  - Note "C" – Building Trades Checkoff - hour paid
  - Note "D" – Construction Advancement Program - hour worked – Voluntary Contributions
4. Mail a copy of the report & a separate check for Note "E" - Plumbers & Pipefitters Local 168 Retirement Plan (hours paid) to:  
Plumbers & Pipefitters Local #168 Retirement Plan  
CDS Administrators  
60 Blvd. of the Allies, 5<sup>th</sup> Floor  
Pittsburgh, PA 15222
  5. Mail a copy of the report & a separate check for Note "F" - Building Fund hour paid to:  
UA 168 Building Corporation  
201 Front Street  
Marietta, OH 45750
  6. Mail a separate typed report & separate check for Note "G" - Vacation Fund (hours paid) to:  
Plumbers & Pipefitters Local #168 – Vacation Fund  
CDS Administrators  
60 Blvd. of the Allies, 5<sup>th</sup> Floor  
Pittsburgh, PA 15222



7. Mail a copy of the report & a separate check for Note "H" payable to: "Parkersburg Marietta Voluntary Substance Abuse Program" for Substance Abuse Fund (hours worked) to:  
United National Bank  
ATTN: Union Processing  
P.O. Box 1508  
Parkersburg, WV 26102
8. Southeastern Ohio Credit Union, Inc. - For those employees who voluntarily request a payroll deduction by completing and submitting a Payroll Deduction Direct Deposit Authorization form to the employer. Mail a list stating the employee names, a minimum of the last 4 digits of the employee's Social Security number, and the amount to be credited to each employee along with a check made payable to "Southeastern Ohio Credit Union, Inc." by the fifteenth (15<sup>th</sup>) of the following month to:  
Southeastern Ohio Credit Union, Inc.  
401 Matthew Street  
Marietta, OH 45750  
(740) 373-3503

## ATTACHMENT C

PLUMBERS AND PIPEFITTERS NATIONAL PENSION FUND  
REVISED STANDARD FORM OF PARTICIPATION AGREEMENT

The undersigned Employer and Union agree that the Employer shall make pension contributions to the National Pension Fund in accordance with the terms of this agreement on behalf of those Employees who are covered by the National Pension Fund pursuant to the Collective Bargaining Agreement.

1. a) Commencing with the first day of \_\_\_\_\_ 20\_\_\_\_, and for the duration of the current Collective Bargaining Agreement between the parties, and any renewals or extensions thereof, the Employer agrees to make payments to the Plumbers and Pipefitters National Pension Fund for each Employee who is in each classification listed below in accordance with the Collective Bargaining Agreement, as follows:

<u>CLASSIFICATION</u>	<u>AMOUNT</u>	<u>EFFECTIVE DATE</u>
Journeyman	_____ per hour	_____
Apprentice	_____ per hour	_____
_____	_____ per hour	_____
Other – specify	_____ per hour	_____

Any classification of Employees who are excluded from the Plan pursuant to good faith bargaining and for whom contributions are not required shall not participate in the Plan. Persons in such excluded classifications shall not be considered "employees" for purposes of the Plan and this Standard Form of Participation Agreement

- b) The Employer shall make the contributions set out in subparagraph 1 (a) for each hour or portion thereof, for which an Employee is paid entitled to payment for performance of duties for the Employer. (Each overtime hour shall be counted as one regular hour for which contributions are payable).
- c) Contributions set out in subparagraph 1 (a) above shall be paid starting with the Employer's first day of employment in a job classification covered by the Collective Bargaining Agreement.
- d) The Employer shall continue contributions to the Fund for any compensated Employees who were previously covered by the Fund as members of the bargaining unit and who are continuing to perform work of the type covered by the Collective Bargaining Agreement for at least half of their hours with the Employer. It is understood that the Employer may not make contributions on behalf of an Employee who owns, or whose spouse owns, 10% or more of the corporation unless it signs and abides by a participation agreement covering such owner Employees. It is also agreed that the Employer shall not make contributions to the Fund on behalf of any Employees other than those specified herein or in a separate participation agreement.
2. 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 and restated December 13, 1978. The Employer, by signing this Standard Form of Participation Agreement, or by signing a Collective Bargaining Agreement providing for participation in the Plumbers and Pipefitters National Pension Fund, agrees to be bound by all of the terms and conditions of the Restated Agreement and Declaration of Trust. Any Employer so adopting the Restated Agreement and Declaration of Trust thereby ratifies, accepts and designates as its representatives the Employer Trustees when 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, and authorized the Trustees to adopt amendments to the Restated Agreement and Declaration of Trust. The Employer hereby acknowledges receipt of a copy of the Restated Agreement and Declaration of Trust in effect when this Agreement is signed.

3. 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 Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes .
4. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to retain an accountant or accounting firm to perform payroll audits of the Employer to determine whether the correct amount of contributions have been made or to determine whether contributions have been made on behalf of all Employees covered by the Plan.
5. If an Employer fails to make contributions to the Pension Fund within 20 days of the end of the month during which the work was performed, the Union shall have the right to take whatever steps are necessary to secure compliance, and provisions of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs and expenses for collecting the payments due, together with attorneys' fees, interest on the unpaid contributions of 12% per annum, and liquidated damages of 10% of the unpaid contributions. The Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure or the "no-strike" clause provided under the Collective Bargaining Agreement.
6. The parties agree that this Participation Agreement shall be considered a part of the Collective Bargaining Agreement between the undersigned parties.
7. The expiration date of the present Collective Bargaining Agreement between the undersigned parties is \_\_\_\_\_ 20 \_\_\_\_\_. 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.

FOR LOCAL UNION NO. \_\_\_\_\_, UNITED ASSOCIATION

BY \_\_\_\_\_  
(Authorized Union Officer)

FOR THE EMPLOYER\*

\_\_\_\_\_  
(Insert Name of Employer)

Address \_\_\_\_\_

By \_\_\_\_\_  
(Authorized Officer of Employer)

Date \_\_\_\_\_ 20\_\_\_\_.

\*If Employer Association, attach a list of the names and addresses of the Employers represented by Association.

**NOTE:** This form should be attached to the Collective Bargaining Agreement. It is not necessary to repeat the clause in the Collective Bargaining Agreement. You may refer to it in your Collective Bargaining Agreement by stating therein: "The Employer agrees to make contributions to the Plumbers and Pipefitters National Pension Fund in accordance with the Standard Form of Participation Agreement attached to and made part of this Agreement." If you want to include the language of this form in the body of a Collective Bargaining Agreement that may be done and the signature of the parties at the end of that agreement will be sufficient.

## **ATTACHMENT D**

### **Plumbers and Pipefitters Local #168 Retirement Fund**

#### **Standard Form of Participation Agreement**

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

1. (a) Commencing with the 1<sup>st</sup> day of June, 2014, 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 per the instructions on Attachment E for each employee covered by the said Collective Bargaining Agreement as follows:
  - (b) For each hour or portion thereof; for which an employee receives pay, the Employer shall make a contribution of a sum, determined annually by the Union prior to June 1st of each year as stated in Attachment A, per hour for each hour paid for each Employee covered by this Agreement paid to the above-named Pension Fund.
  - (c) 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.
  - (d) Contributions shall be paid on behalf of any employee starting with employee's first day of employment in a job classification covered by the Collective Bargaining Agreement. This includes, but is not limited to, apprentices.
  - (e) The payments to the Pension Fund required above shall be made to the "Plumbers and Pipefitters Local #168 Auxiliary Pension Fund" which was established under an agreement and Declaration of Trust dated September 1, 1987. The Employer agrees to be bound by all 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 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 time 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 Plan.
4. If an Employer fails to make contributions to the Pension Plan within twenty (20) 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 provisions 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 May 31, 2019. 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.

***PARKERSBURG-MARIETTA  
CONTRACTORS AND TRADES  
EDUCATIONAL  
AND DEVELOPMENT FUND***

***AMENDED-4/14/2014  
SUBSTANCE ABUSE  
POLICIES AND PROCEDURES***

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- I. Purpose.  
The Contractors and Trades Educational and Development Fund, working in the jurisdiction of the Parkersburg-Marietta Building Trades Council and North Central Building Trades, has a strong commitment to provide a safe and secure workplace for its members/employees and to establish programs promoting high standards of health and safety.
- The purpose of this policy is to provide guidelines for all concerned regarding substance use and abuse and to provide practical procedures for its administration.
- II. Definition.  
Substance abuse means the misuse or illicit use of drugs or controlled substances such as heroine, marijuana, cocaine, or legally obtainable drugs not reported and being abused.
- III. Policy and Procedures.  
Policy and procedures which apply to Building Trades Craftsmen considered for employment by contractors and which apply to employed Building Trades Craftsmen are addressed in the following statements:
- A. Applicants considered for employment.
1. In order to maintain a safe, drug-free environment for its employees, contractors will not employ craftsmen who are involved in substance abuse. Prospective employees must submit to substance abuse testing before being employed.
  2. Prospective employees will receive a copy of the current policy at the time of testing.
- B. To implement this policy the following procedures will apply.
1. Testing for drugs shall be limited to pre-employment testing, annual testing for existing employees, random testing pursuant to a random drug testing plan established by a contractor, owner or union, and testing of existing employees for cause. For cause testing will be determined when there exists supporting evidence of impairment, accidents or when the contractor has good reason to believe an employee is under the influence of a drug or other intoxicant.
  2. All prospective Building Trades Craftsmen will be tested before or incident to being hired by a contractor.
  3. Subject to random drug testing and testing for cause, any employee who tests negative as a new hire may come and go on his or her projects without retesting for a period of one (1) year.
- C. Random drug testing.
1. Random drug testing will be recognized where such testing is required by the contractor, owner or union.
  2. Testing of a contractor's employees will be conducted at a frequency not greater than once monthly.
  3. Testing of a contractor's employees at the request of the contractor may not exceed 5% of the contractor's employees in a given month. In making the calculation of 5% of the contractor's employees, the result of the multiplication of the number of employees times 5% will be rounded up to the higher whole number. This number may be increased with the approval of the program administrator with documentation of the industrial site requirement.
  4. Testing will be performed on the project site or such other convenient site as may be agreed to by the contractor and the program administrator and will be conducted during working hours. During a random collection, a sample must be collected before the nurse leaves the site.
  5. All costs directly associated with the testing will be borne by the Fund.
  6. Employees testing negative will receive an updated drug-free status in the TOPS online database. Employees testing dilute or employees unable to provide a specimen will need to follow the guidelines outlined in section IV, paragraph (A).
  7. Breath Alcohol Testing will be performed upon request and in the event of an accident.
  8. All results will be reported to employer/contact person.

D. Eligibilities.

Any employee who for a valid reason is unable to test on his/her designated date will be given an alternate date within five (5) days prior to or after the original date. Employees who refuse to submit to drug testing will be treated as having a positive test result. See section IV, paragraph F, relating to assessment procedures following a positive test result.

E. Upon completing successful drug testing [a negative test result], the TOP System will be updated certifying the employee's eligibility for employment.

F. The drug abuse policy includes a qualitative analysis for the following drugs of abuse:

<i><b>DRUG</b></i>	<i><b>SCREENING CUT-OFF LEVEL</b></i>	<i><b>GC/MS</b></i>
Amphetamines	500	250
Barbiturates	300	200
Benzodiazepines	300	300
Cocaine/benzoyllecgonine	150	100
Methadone	300	300
Opiates (Codeine/Morphine)	2000	2000
6-Acetylmorphine	10	10
Phencyclidine (PCP)	25	25
Oxycodon (Oxycotin, Percodan, Percocet)	300	300
Propoxyphene	300	300
THC (cannabinoids marijuana)	50	15
Alcohol (breath)	.02 %	.02 %

G. Employee Awareness Education:

Employee Awareness Education will be recognized where such education is required by the contractor, owner or union. A qualified person will explain why and how substance use is a workplace problem, the effects, sign/symptoms of use, affects of commonly used drugs in the workplace and, how to get help. There will be a minimum of two hours of substance abuse education annually for all employees. New employees will be advised about this program during orientation and will receive such education as soon as possible thereafter. In addition, supervisors will be trained when such training is required by the contractor, owner or union, to recognize substance problems that may endanger the employees and others as well as violate this Policy. This training will be in addition to the employee education session. Supervisors will also be trained about testing responsibilities, how to recognize behaviors that demonstrate an alcohol/drug problem, and how to make referrals for help.

IV. Test procedures, results and appeals:

- A. The specific gravity of the urine specimen will be checked at the time of collection of the urine sample. The specific gravity should be equal to or greater than 1.005. If the specific gravity of the specimen is less than 1.005 [such a specimen is referred to as "too dilute"], the specimen will be rejected and not further tested. If the first urine specimen is rejected as too dilute, the employee will be asked to wait and give another urine specimen. If the second urine specimen is again rejected as too dilute, the employee will be asked to wait and give a third urine specimen. If the third urine specimen is again rejected as too dilute, the employee will be given the option to have a hair test performed at that time. If a hair test is not permitted under state law, an alternative test approved by the administrator will be performed. If the employee chooses not to have the hair test/alternative test performed, then the employee will be treated as having a positive test result. If the additional specimen collection of urine cannot be collected before closing time on that day, the worker will be given the option of immediately providing a hair test/alternative test, or coming back the very next morning to provide the urine specimen. If the employee fails to do so, the test will be considered a refusal to test.



1. If a urine specimen with a specific gravity equal to or greater than 1.005 is not collected and the employee does not consent to a hair test or an alternative test, no drug-free status will be entered in the TOP system.
  2. In the event of a “shy bladder” and the employee is unable to provide a sample in a reasonable amount of time, the employee must provide medical documentation from their physician for this syndrome then an alternate test will be performed. During this time your drug card will be listed as inactive. Failure to provide this documentation and supply the alternate test will be considered as a refusal to test.
- B. In addition to the specific gravity, the temperature of the urine specimen is checked. The range of temperature must be from 90 degrees to 100 degrees. If the temperature is not within the normal range, the urine specimen will be rejected and a second specimen will be collected in a reasonable amount of time. Only the second specimen will be submitted to the lab. Failure to take another test will be considered adulterated as described in the following paragraph.
- C. Adulterated Sample.
1. In case the urine sample is determined to be adulterated [“adulterated” meaning to make impure by adding an improper substance to the specimen], the employee will be treated as having a positive test result. This includes being in possession of contraband during the time of collection.
  2. In the case of an adulterated urine sample, the employee shall have the same rights as an employee who had a positive test result, and the same assessment procedures will be followed. See section IV, paragraph F.
- D. Medical Review Officer (MRO) reviews test results.
1. Attempt to contact employee or prospective employee at the phone number listed.
    - a. If no answer, repeat attempts are made.
    - b. If there is a recorder, a discrete message is left, including date and time of the message.
    - c. If a person other than the employee or prospective employee answers, confidentiality remains. Results will only be discussed with the employee or prospective employee
    - d. A two hour window period is given to return the phone call. If no return call is made, the Business Agent/contact person is notified.
  2. After the results have been discussed with the employee or prospective employee, he/she is offered an appointment to further discuss results with the MRO.
    - a. If employee or prospective employee declines the appointment, he/she is informed that the Business Agent/contact person will be contacted.
    - b. If employee or prospective employee agrees to an appointment, a time will be scheduled the same day if time allows. No show appointments will be reported immediately to the Business Agent/contact person and the employer.
    - c. If there are any questions by the MRO about the positive test result and the prescription drugs listed, a SAMHSA Certified Lab Toxicology Department will be contacted and/or a local pharmacy will be contacted regarding drug crossover and drug interaction.
  3. If employee or prospective employee is unavailable to discuss the results, the Business Agent/contact person and employer will be contacted.
  4. MRO shall offer employee or prospective employee the right to have his/her split specimen retested at an approved lab of his/her choice, and employee or prospective employee is responsible for the retesting cost up front.

- E. Appeal of positive test results.  
Employees or prospective employees who wish to appeal his/her positive test results must notify the program administrator within twenty-four (24) hours of his/her notification of the results. Employees or prospective employees must post in cash the fee for another test confirmation using the same specimen but done at an alternate laboratory. The cash deposit should be made with the hospital. The alternate laboratory will be mutually agreed to between the employee or prospective employee, the hospital and the program administrator. If the second confirmation, which shall be a GC/MS (Gas Chromatography/Mass Spectrometry) confirmation, is negative, the employee or prospective employee will be reinstated and the second test cost will be refunded to the employee or prospective employee by the Fund.

F. Assessment

1. The office of the MRO will inform employee or prospective employee of the EAP Counselors contact information to complete the necessary assessment. Assessment is necessary in order that employee or prospective employee will be eligible to retest. Contact will be made either by telephone or certified mail.
2. Employee or prospective employee must complete the assessment as soon as possible after notification of the positive test result. The Fund will pay for the cost of the initial assessment for an existing employee, but will not pay for the cost of the initial assessment for a prospective employee. The fund will not pay for any treatment beyond the initial assessment.
3. Employee or prospective employee will not be eligible for retest until written evaluation has been made by the Substance Abuse Professional which recommends eligibility for a retest.
4. Employee or prospective employee must complete recommendations, if any, before becoming eligible for retest.
5. Employee or prospective employee must still wait thirty (30) days from the original test date to retest after completion of the assessment.
6. Failure to timely complete the assessment will result in ineligibility to retest for a period of one (1) year from date of positive test.
7. An individual who has two (2) positive test results will be ineligible to retest for a period of ninety (90) days from completion of the assessment. An individual who has three (3) positive test results during any twelve (12) month period will be ineligible to retest for a period of ninety (90) days from completion of the assessment or for one (1) year from the date of the last positive test result, whichever period of time is greater.

- G. Walk in drug screens are not allowed. To insure payment for the testing procedures, an appointment must be made using the recall letter, or testing may be scheduled by the Business Agent, company representative or the Fund Office.

H. Notification of Outside Entities and Notification from Outside Entities.

1. The Trustees of the Parkersburg-Marietta Contractors and Trades Educational and Development Fund are authorized to enter into reciprocal agreements with other funds (outside the jurisdiction of the Parkersburg-Marietta Building Trades Council and the North Central Building Trades) providing similar programs and procedures for employees and prospective employees in the construction industry.
2. Pursuant to any such reciprocal agreements, the Parkersburg-Marietta Contractors and Trades Educational and Development Fund is authorized to share drug testing results with such other funds and to receive and act upon drug testing results transmitted from such other funds.
3. Any employee or prospective employee who is tested under this Amended Substance Abuse Policies and Procedures shall be deemed to have consented to all of its provisions, including specifically this section IV, paragraph H.