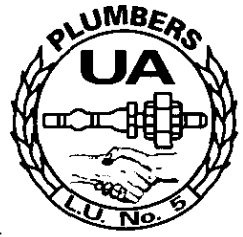


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1,000 workers



95 pgs.

AGREEMENTS

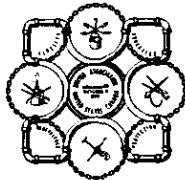
between

**Mechanical Contractors
Association of Metropolitan
Washington, Inc.**

and

**Plumbers Local Union No. 5
United Association**

Effective from September 1, 2001 through July 31, 2004



Plumbers Local Union No. 5

5891 Allentown Road
Camp Springs, Maryland 20746
(301) 899-7861

**Mechanical Contractors Assn. of Metropolitan
Washington, Inc.**

4601 President Drive, Suite 120
Lanham, Maryland 20706
(301) 731-0330

Plumbers & Pipefitters Medical Fund

Carday & Associates
4600 Powdermill Road, Suite 100
Beltsville, Maryland 20705
(301) 931-0300

Coordinator - Plumbers

U.A. Mechanical Trades School
8509 Ardwick-Ardmore Road
Landover, Maryland 20785
(301) 322-8810

Plumbers and Pipefitters

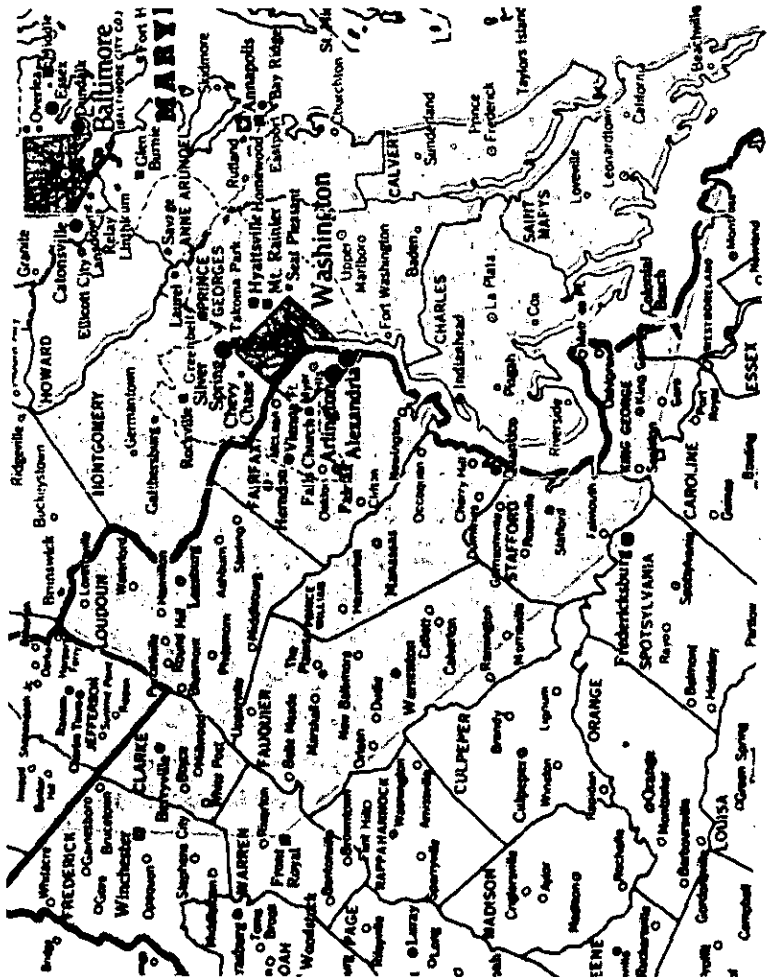
National Pension Fund
103 Oronoco Street
Alexandria, Virginia 22314
(703) 739-9020
(800) 638-7442

BASIC CONSTRUCTION AGREEMENT
between
Mechanical Contractor Association
of Metropolitan Washington, Inc.
and
Plumbers Local Union No. 5
United Association

Effective September 1, 2001 through July 31, 2004

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U.A. Local 5 Jurisdiction is indicated by shaded area.

Articles of Agreement

1. This Agreement made September 1, 2001 by and between the Mechanical Contractors Association of Metropolitan Washington, Inc. hereinafter called the Association, for and on behalf of all contractor members of said Association and Local Union #5 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada (AFL-CIO), hereinafter called the Union, or their successors. All provisions of this Agreement are binding on those non-Association Employers who become signatory hereto. The Union shall submit to the Association copies of all agreements signed between the Union and non-Association Employers. Contractors, whether members of the Association or not, may be interchangeable referred to as Employer(s) herein.

2. It is further understood and agreed that any Employer bound by the terms of this Agreement by virtue of membership in the Mechanical Contractors Association of Metropolitan Washington, Inc., agrees that if he withdraws his membership from the Association, he shall be bound by all terms and provisions of this Agreement for the balance of the term of the Agreement. Any Employer hereafter joining the Association shall be bound by all terms and conditions of this contract as an incident of his membership in this Association.

3. The term "Plumber" is hereinafter used to designate journeyman plumbers and/or gasfitter. The term "Apprentice" is hereinafter used to designate apprentice plumber and/or gasfitter or probationary apprentice plumber and/or gasfitter. The term "Plumbing" is hereinafter used to include gasfitting, when applicable.

4. The territorial jurisdiction covered by this Agreement includes: District of Columbia; Counties of Montgomery, Prince Georges, Charles, St. Mary's, Calvert and part of Anne Arundel, all in the State of Maryland, and Counties of Arlington, Fairfax, Prince William, Loudoun, Fauquier, Clarke, Stafford, parts of King George, Warren, Frederick and Westmoreland, and the cities of Alexandria, Falls Church, Fairfax City, Winchester and Fredericksburg, all in the state of Virginia.

ARTICLE I Purpose

5a. The parties hereto agree that:

5b. Close contact and a mutually sympathetic interest between employee and Employer will develop a better working system which will tend constantly to stimulate production while improving the relationship between employee, Employer and the community.

5c. The right of employees and Employers in the above local groups to establish local wage scales and local working rules is recognized.

5d. Strikes and lockouts are detrimental to the interest alike of employee, Employer and the public, and should be avoided.

5e. Mechanical work will be done by the Mechanical Contracting Industry.

5f. The public interest is conserved, hazard to life and property is reduced, *and standards of work are improved by fixing an adequate minimum of qualifications in knowledge and experience as a requirement precedent to the right of the individual to engage in the Mechanical Contracting Industry.*

5g. Agreements or understandings which are designed to obstruct directly or indirectly the free development of trade, or to secure to special groups special privileges and advantages, are subversive of the public interest and cancel the doctrine of equality of rights and opportunity, and should be condemned.

5h. There shall be no discrimination against anyone, by either party, for reasons of color, race, creed, national origin, sex, age or disability. Any reference to the male gender in this agreement shall be deemed to include the female gender.

5i. The Association and the Union agree to establish new job classifications *at such wage rates as will enable Employers to obtain work in new markets.* The Association and the Union recognize and are fully aware of the non-union labor market that exists and is constantly growing within the jurisdictional area covered by this agreement. To counteract this imminent threat to our survival, the parties are willing to consider separate agreements in fields deemed necessary and imperative.

ARTICLE II

Recognition

6. The Association and all other employing contractors becoming signatory hereto, *recognize the Union as the sole and exclusive bargaining representative for all employees in the employ of the Employers and engaged in any and all work covered by this agreement and the Working Rules with respect to wages, hours and other terms and conditions of employment, provided that this Agreement shall not be applicable to any employee engaged in "Service Work" as that term is defined in the Service Agreement between the Association and the Union.* The Union also recognizes the Association as the sole and exclusive collective bargaining representative for all its members who contract for work which comes within the trade and territorial jurisdiction of the Union.

7. The Union shall grant to all signatories to this Agreement any base rates, fringe benefits cost or working conditions for a particular job bid which may be extended or permitted to any company or association which also bids on the particular job within the geographical jurisdiction of Local #5 and which may be more favorable to an Employer than those contained in this Contract. The Union will report to the Association any present or new conditions, rate or fringes in construction contracts differing from those expressed in this contract. National Agreements are not applicable.

ARTICLE III Management Rights

8. The management of the business is the sole and exclusive prerogative and responsibility of the Employer. This shall include but not limited to the direction of the working force, the right to hire, to plan, direct, control and schedule all operations (including the scheduling of the work force), the right to establish, change or introduce new or improved methods, machinery, quality standards or facilities.

9. The Employer is vested with the right to relieve any employee from duty because of lack of work or other legitimate reason: to promote, demote, transfer, or discharge employees in line with this Agreement.

10. The Union shall not sanction any employee performing any plumbing after his regular working hours for other than his current Employer.

ARTICLE IV Union Security

11. All Employees covered by this Agreement, members of the Union now in the employ of any Employer signatory hereto, shall remain members in good standing in the Union during the term of this Agreement. All Employees covered by this Agreement, hereinafter employed by any contractor, shall become members of the Union on the eighth (8th) day following the beginning of such employment or the effective date of this Agreement, whichever is later, and shall remain members of the Union in good standing during the term of this Agreement. (This clause shall be effective only in those states permitting Union Security.)

12. If any employee who is required, as a condition of continued employment by the Employer to acquire and/or retain membership in good standing in the Union by the Provisions of Paragraph 11 above, shall fail to do so by reason of a failure on his/her part to tender the periodic dues or initiation fees uniformly required as a condition of acquiring or retaining membership, and if the fact of such failure is certified to the Employer by the Financial Secretary-Treasurer of the Union, the Employer will thereupon notify such employees that, unless he/she shall earlier correct such failure by the tender of all such dues and initiation fees that may then be due and owing his/her employment by the Employer will terminate as of the fifth (5th) day following the date of receipt of the certification if prior to such fifth (5th) day such failure shall not have been so corrected, the Employer will thereupon cause such employment to terminate.

ARTICLE V

Working Rules for Journeyman Plumbers and Apprentices

13. It is mutually agreed that neither party to this Agreement shall establish or approve of any rules in their respective organizations at variance with the spirit of this Agreement.

14. Pre-Fabrication. Those Employers who wish to fabricate piping systems in their own shops may do so provided the work is done by plumbers and apprentices, and the shop is located within the jurisdiction of Local #5. The Business Manager of Local #5 must be notified prior to the start of any work. This notice shall be certified or registered mail only.

15. Any plumber or apprentice (except foreman) employed by a resident Employer and sent out of Local #5's Territorial Jurisdiction to work for said Employer shall be governed by these rules and in addition thereto shall be paid for his transportation and traveling expense. Foremen on above-mentioned work shall be governed by above conditions and shall also be paid for board and lodgings. All plumbers and apprentices sent into other jurisdictions shall be governed by these rules. It is further agreed and understood that any plumber or apprentice sent out of Local #5's Territorial Jurisdiction on any work shall not leave said job without first giving his Employer at least three days' notice at home office so that he can be replaced.

16. All pipe shall be cut and threaded by plumbers or apprentices, whether on job site or off the job, excluding nipples six (6) inches or shorter. All pipe machines used for cutting and/or threading pipe for plumbing shall be operated by plumbers or apprentices. All piping to be assembled for plumbing, by whatever mode or method, shall be done by plumbers or apprentices, whether on or off job site. Plumbers and apprentices will be used to unload and distribute all materials on job from delivery point, including the handling and setting of boilers, pumps and tanks.

17. An individual proprietor or one member of a firm will be allowed to work with tools for the first year the individual or firm is in business, subject to the rules and hours of Local #5.

18. No plumber or apprentice will be allowed to perform work for his or any other Employer by contract for a given quantity. No plumber or apprentice will be permitted to work in a shop where such piecework is permitted. Plumbers and apprentices will not be permitted to limit a day's work.

19. No plumber will be permitted to work with an apprentice unless that apprentice is approved by the Washington, D.C. Joint Plumbing Apprenticeship Committee, and is in the process of serving his apprenticeship in accordance with the rules established by said Committee under Article XXX.

20. Plumbers and apprentices will not be permitted to leave job where there is a dispute without first notifying the Business Manager, who will investigate the matter and adjust or refer it to the Joint Conference Board.

21. All plumbers and apprentices must install work according to the applicable Plumbing Code.

22. Plumbers and apprentices will be provided with a suitable place to hang their clothes and same to be weatherproofed, heated, lighted and ventilated. The Employers employing local members will assist in helping secure from the prime contractor sanitary conditions with regard to portable toilets.

23. Plumbers and apprentices shall do all cutting of holes in floors; also cutting of chases, channels and holes in brick, tile, and other masonry for installation of plumbing work.

24. The preparation of all shop and field sketches used in the fabrication, erection, sleeving and inserting of plumbing including those taken from original architectural and engineering drawings or sketches may be drawn by plumbers and/or apprentices and bear their signature. The Employer has the right to retain his present employees performing this type of work, and any future employees with similar capacity. The Employer and the Union agree to explore the Union represented employees for their future hiring. Should the parties fail to obtain qualified employees, the Employer shall have the right to hire from other sources.

25. Plumbers and apprentices will not be permitted to make daily reports showing the amount of work done in a day. This does not apply to reports of time-and-materials for jobbing and cost-plus work.

26. The labor in the installation and handling of headers and wellpoints shall be the work of plumbers and apprentices.

27. Where any plumbing fixtures, appliances or appurtenances are turned over to the owner, representative of owner and/or general contractor for use before the building is completed, the maintenance and operation of such units shall be by plumbers and apprentices.

28. The disconnecting and handling of all plumbing equipment for reinstallation on all alterations and remodeling work shall be the work of plumbers and apprentices.

29. Two men shall work together where practical.

30. On all jobs the ratio of employment for men of fifty-five (55) years of age or over to the younger men shall be 1-5, respectively. (Sixth man to be 55 years of age or over provided he is physically fit to perform the work of a plumber.)

31. It shall be a violation of this Agreement for any Employer to contract for a job where plumbing work has been withheld from the plumbing contract by either the owner or general contractor for the purpose of being installed by other than plumbers and apprentices. Plumbing work in this paragraph shall

include the installation of all non-metallic sewers within the property line including both sanitary and storm as well as all open drain tile.

32. Laborers will not be permitted to do any plumbing work or help plumbers or apprentices.

33. Helpers may be used on jobs to the extent permitted by law. The only duties helpers can perform are listed in the Speculative Agreement, Section 48. There is no requirement to utilize helpers on any job, and there is no limitation on the use of journeymen on any job. When hired, as permitted herein, the maximum use of helpers shall be in accordance with the following ratio: first hired shall be a journeyman, second hired will be either an apprentice or a helper, and the third hired will be either an apprentice or a helper (this does not mean that two helpers can be hired or two apprentices can be hired). The fourth and fifth persons hired will be journeymen. The next hired after the fifth person will start the sequence from the beginning

34. All plumbers and apprentices who are out of work must report immediately to the Business Manager and also to the Business Manager when going to work and where. All reports must be made by postal card or telephone.

35. Slow-downs, stand-by crews and featherbedding practices will not be permitted.

36. It is understood and agreed that plumbers and apprentices shall have the right to refuse to cross any picket line established on any job site, and the refusal of such plumbers and apprentices to cross a picket line on any job or construction project shall not be considered a breach of this Agreement or a strike or concerted refusal to perform work.

37. The Employer and the Union agree to abide by all the rules and regulations governing the apprentices and helpers as set forth by the appropriate Joint Labor-Management Committees. It is further understood that apprentices and helpers cannot solicit their own work and will be referred to jobsite through the Local Union. The Employer will give the Local Union a five (5) day layoff notice for apprentices and helpers so that referrals to Employers can be executed in an orderly and timely manner.

38. The Employer further agrees to notify the Local Union within five (5) days when a helper voluntarily quits or is fired. Said notification must be in writing on the Employer's letterhead. In the case of firing the notification must spell out clearly the reason or reasons the helper was fired. In addition to remedies as set forth in Article XI, it is further understood that the Local Union has full authority to refuse job referrals of apprentices or helpers because of non-compliance by the Employer with the above.

ARTICLE VI

Work Jurisdiction

39. The Union agrees that jurisdictional disputes between locals affiliated with the U. A. shall not be a cause for work stoppage.

40. The Employer agrees to abide by and assign all work at the start of and during the course of all jobs to plumbers and apprentices in accordance with the working rules and Trade Jurisdiction of work as listed in the current United Association Constitution, which is as outlined in Appendix A (in back of this agreement) which becomes a part of this Agreement.

41. The act of signing this Agreement on the part of the Employers does not constitute the settlement of any matters of jurisdiction concerning work assignment between Local #5 and Local #602. Any such disputes concerning such jurisdiction are to be discussed by and between the Business Manager of Local #5 and Local #602. If agreement cannot be reached, then such jurisdictional matters between Local #5 and Local #602 are to be submitted immediately to the appropriate United Association officials for their determination. Their decision shall be final and binding on all parties.

42. If during the term of this Agreement, the 1913 Trade Line Agreement is amended, then said amended Trade Line Agreement shall immediately become effective.

43. Subject to the approval of the Business Managers of U. A. Local #602 and the U. A. Local #5 there shall be no jurisdictional consideration for the work assigned on jobs to members of Local #5 and Local #602 for the installation of plumbing or heating work.

44. Any violation of this Agreement, including the working Rules, and Trade Jurisdiction or Trade Rules, shall constitute a breach of this Agreement. The Union shall serve a written notice upon the Employer, effective forty-eight (48) hours after service, and shall have the right to withdraw all plumbers and apprentices from the employ of such Employer, and cancel the Agreement after determination by the Conference Board that the Agreement has been breached.

ARTICLE VII

Jurisdictional Disputes

45. Subject to the provisions herein, all jurisdictional disputes not resolved by the parties shall be submitted for final and binding arbitration to the Impartial Jurisdictional Disputes Board for the Construction Industry (hereinafter "Board"), or any successor thereto adopted by the Building and Construction Trades Department of the AFL-CIO and participating Employers. Provided, that all Unions involved in such jurisdictional dispute and all Employers with whom those Unions have Collective Bargaining Agreements have also submitted to the jurisdiction of, and have agreed to be bound by all decisions of

the Board when those Employers are involved in a jurisdictional dispute. In the event any Union claiming work jurisdiction from an Employer signatory to this Agreement, has a Collective Bargaining Agreement with any Employer which does not provide for settlement of jurisdictional disputes by the Board, then the parties of this Agreement shall not be subject to the jurisdiction of or be bound by decisions of the Board involving such Unions. In the event the above provision is complied with, the parties hereto agree to and accept, and shall be bound by, the rules, regulations and procedures of the Board or its successor as in effect from time to time.

ARTICLE VIII

Conflict of Interest

46. All employing Contractors bound by this Agreement agree that during the life of this Agreement that any and all plumbing work of any kind and description performed solely by them or by and through any other corporation, firm, partnership or joint business association with other individuals primarily in building and construction work in which the Employer has a financial or proprietary interest, shall be done and performed under the terms of this Agreement. A breach of this Agreement by the Employer as determined by the Conference Board or impartial Umpire shall be sufficient grounds for the Conference Board or the Impartial Umpire to determine an appropriate remedy, and for the Union to cancel this contract as to said Employer by serving a 30 day written notice upon the Mechanical Contractors Association of Metropolitan Washington, Inc., and the Employer involved.

ARTICLE IX

Tools

47. No plumber or apprentice shall be permitted to furnish tools other than rules and pump pliers. Effective 9/1/85, 5¢ of the 97¢ increase is allocated to employees for replacement cost of rules and pump pliers. If employee prefers alternative measuring device, he may furnish his preference up to but not to exceed 25 foot tape.

48. Each journeyman so designated shall be issued a complete set of hand tools with a suitable box that can be securely locked. The lock and key will be supplied by the journeyman and will be his property. This is to avoid any possibility of duplicate keys or any other person having access to his toolbox. Each kit of tools issued to the journeyman shall have a list with unit prices inside of the box so that the value of the tools will be known and will thereby establish the price for replacement of lost or otherwise misplaced tools that are to be turned in at termination of employment. The Employee shall sign receipt for the tools issued and said signed receipt shall be returned upon surrender of issued tools intact to the Employer representative. Any tools missing shall be replaced in accordance with the price schedule in the toolbox and shall be paid for as soon after termination as possible. Any grievance

resulting from a violation of this Article shall be resolved immediately by both parties to this Agreement.

ARTICLE X Conference Board

49. The Association and the Union shall form a Conference Board consisting of six (6) members, three (3) members to be appointed by the Association and three (3) members to be appointed by the Union. The Board shall have full power to adjudicate all questions in dispute which concern the application or interpretation of any provisions of this Agreement which affect either members of the Association, any other signatory Contractor hereto, or the Union. However any jurisdictional dispute shall be resolved in accordance with Article VI and VII of this Agreement. All such questions in dispute may be submitted either by the Association, any other signatory Employer hereto, or by the Union. The names and addresses of all members of this Conference Board shall be sent to the Secretaries of the Association and the Union. All Employers bound by this Agreement shall be subject to the authority of the Conference Board.

50. At the meeting of the Conference Board, which shall be held monthly, if necessary, both parties shall have an equal number of votes, whether all members shall be present or not. Five members shall constitute a quorum. All disputes between Employer members of the Association and the Union, and all disputes between the Union and any other signatory Employer hereto shall be submitted immediately to the Conference Board.

51. Should charges be made against either the Association, the Union or any other Employing Contractor signatory hereto, he shall be given one week from receipt of written notice to present his defense. The decision of the Conference Board shall be communicated in writing to the parties to the dispute and shall be final and binding on such parties unless either party appeals the decision to arbitration (as set forth in Article XI of the Agreement) with ten (10) calendar days after receipt of written decision of the Conference Board.

52. For the proper conduct of business, a Chairman shall be chosen at each meeting, but he shall preside only at the meeting for which he is chosen. The duty of the Chairman shall be that usually incumbent upon a presiding officer. The Chairman shall be allowed to vote on all questions should he so desire.

ARTICLE XI Grievance and Arbitration Procedure

53. Any dispute between the Association and the Union, Employer members of the Association and the Union, and all disputes between the Union and any other signatory Employer hereto, concerning the application, interpretation, or violation of any provision of this Agreement must be reported

within 90 days from the time the grieving party knew or should have known of the infraction and shall be treated as a grievance and disposed of in accordance with the following steps:

54. *Step One.* The Business Manager or his representative shall attempt to adjust said grievance with the Employer representative performing the work. In the case of a dispute between the Union and the Association, the Business Manager or his representative shall attempt to adjust said grievance with the designated representative of the Association.

55. *Step Two.* In the event that such dispute cannot be adjusted in this manner, then, no sooner than five (5) working days but within 30 (thirty) working days, (unless mutually agreed to extend the time by both parties) after the Step One Meeting, the same shall be submitted in writing to the Joint Conference Board as established in Article X.

56. *Step Three.* If the Conference Board is unable by majority vote to reach a decision within thirty (30) calendar days of written notice of a dispute, or in the event the Board decides it is deadlocked, or if either party to the dispute chooses to appeal the Decision of the Conference Board within ten (10) calendar days after receipt of the written decision of the Conference Board, the dispute shall be submitted to an impartial umpire chosen by the Board. If the Board is unable to agree on an impartial umpire within five (5) working days, either party may immediately request the Federal Mediation and Conciliation Service to submit the name of five (5) persons qualified to serve as an impartial umpire. When said list has been presented to representatives of the parties hereto, each shall have the choice of alternately rejecting the names of two of those five persons, with the order of choice being determined by lot, and the remaining, or fifth person, shall be selected as the impartial umpire. This selection shall take place within five (5) working days after submission of said list.

57. It is specifically agreed that the terms and conditions of this Agreement shall be binding upon the Joint Conference Board and/or the impartial umpire and that he or they have no authority to alter, amend, revise, appeal or modify any of the provisions of this Agreement, it being the intent that such Board and/or impartial umpire's authority and decision shall be within the scope and limited to the application of terms and conditions of this Agreement.

58. The parties hereto agree that a decision rendered by a majority of the Conference Board shall be final and binding upon the Union, the Association and on either the Employer-member of the Association or any employing Contractor signatory or bound hereto unless such decision by the Board is appealed within ten (10) calendar days after such decision has been rendered. The parties further agree that a decision rendered by an impartial umpire shall be final and binding upon the Union, the Association, or any employing Contractor signatory or bound hereto. All costs of the impartial umpire shall be divided equally between the disputing parties.

59. The Conference Board and/or the impartial umpire shall have the right to determine whether there has been a violation of this Agreement and shall

have the right to devise an appropriate remedy against parties signatory to or bound to this Agreement.

ARTICLE XII

Subcontracting

60. The Employer agrees that in situations where work at the construction site covered by this Agreement is to be subcontracted by the Employer to other firms, parties, or persons, that such work will only be subcontracted to firms, parties, or persons, whose pay practices provide the same wages, benefits and economic conditions of employment as provided by this *Collective Bargaining Contract*.

ARTICLE XIII

Installations and Material Handling

61. All materials shall be unloaded, distributed, and installed by plumbers and apprentices through a plumbing contractor licensed as a Master Plumber who is signatory to this Agreement, and who conducts a legitimate place of business. The importance of this phase of work from the standpoint of public health and safety demands unified responsibility. Any deviation from this method of procedure is a violation of this Agreement.

62. Local #5 reserves the right to refuse to supply plumbers and apprentices or to handle and install materials on the job received from persons or firms who Local #5 considers unfair, but only after a hearing by the Conference Board.

63. It is further understood and agreed that any Employer party signatory to this Agreement hereby agrees to unload, handle, set and install all piping, equipment and appurtenances according to the 50 Articles of the trade jurisdictional claims of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, as shown in Appendix A with plumbers and/or apprentices, with the exception of all piping and equipment for fire protection which is now within the work craft of the sprinkler fitter; and all piping, equipment and appurtenances which were conceded to the craft work of the steamfitter as established in the Trade Line Agreement entered into March 18, 1913 between Local #5 and Local #602 of the United Association, (formerly Local #10 International Association of Steamfitters).

ARTICLE XIV

Supervision

64. It is agreed that the Employer may designate at any time anyone to be superintendent, provided he give orders through the plumber foreman on the job. He will not be allowed to act as foreman at any time. The designation,

appointment and determination of foreman and/or general foremen are the sole responsibility of the Employer.

65. It shall be the responsibility of the job foreman to fill out the apprentice job evaluation reports each month. When an apprentice fails to receive an evaluation of average or above the job foreman will counsel said apprentice in the areas that need improvement. If there is no job foreman the Employer will instruct a designated Employer's representative to fill out the evaluation card.

66. All foremen are to provide the manpower information as outlined on self-addressed, stamped post cards which will be furnished by the Local Union. Said post cards to be mailed by the first day of each month.

ARTICLE XV Labor Supply

67. In carrying out this Agreement, the parties hereby agree each with the other as to work and employment as follows:

68. As a term and condition of employment, the Union agrees to furnish and supply all necessary plumbers and apprentices as are required provided that all work designated in the Working Rules and Trade Jurisdiction of the Union is contracted for, assigned to and performed by plumbers and apprentices. The Employer shall be the sole judge as to the competency of the plumbers and apprentices so supplied by the Union.

69. Recognizing that Employers and the Union have mutual responsibility for non-discriminatory hiring practices, it is agreed that the Union shall furnish to the Employers, when requested, qualified minority journeymen and/or apprentices in compliance with the requirements of Executive Order 11246, the Civil Rights Act of 1964, and the imposed Washington Plan, or any plan imposed by the Federal and/or local government within the jurisdiction of Local Union No. 5.

70. If upon request, the Local Union is unable within 48 hours to supply qualified journeymen, the Employer may secure qualified journeymen from any other source.

ARTICLE XVI Workers' Compensation

71. Every individual Employer will carry Workers' Compensation Insurance and such other liability insurance as may be required by the laws of the District of Columbia and any other state which is within the territorial jurisdiction of Local #5. Every Employer shall furnish satisfactory proof to the Union that they carry such Workers' Compensation Insurance and other liability insurance. Every Employer shall also furnish satisfactory proof to the Union that such insurance policies carry provisions which require the benefits

payments provided therein to be paid at least once each month. In addition to remedies as set forth in Article XI, it is further understood that the Local Union may treat failure to furnish satisfactory proof as a breach of contract and remove its members from the Employer.

72. In addition to the Workers' Compensation Insurance as required by law, Employers are required to contribute five cents (5¢) for each hour worked to the Plumbers and Pipefitters Medical Fund to cover a supplemental medical insurance which will be paid in addition to the Workers' compensation Insurance. This five cents (5¢) payment is part of the payment to the Medical Fund as per Article XXI of this Agreement. This Supplemental insurance should in no way be construed as providing workers' compensation coverage as required by the law of the District Columbia, but is provided as an additional benefit for any employee whose claim does not qualify as one falling within the jurisdiction of the District of Columbia Workers' Compensation law. The parties agree that the contribution rate may increase more than once during the terms of this Agreement but in no event will the total contribution for the Workers' Compensation Supplement exceed seven cents (7¢) per hour.

ARTICLE XVII

Unemployment Compensation

73. The Employer shall pay unemployment compensation tax into the District of Columbia, Maryland and/or Virginia as per the applicable laws. Failure to pay per applicable law will be subject to the grievance procedures.

74. When an employee is discharged, laid off or otherwise terminated from his employment by the Employer, upon inquiry, he shall be notified as to where he should file for unemployment benefits.

ARTICLE XVIII

Safety

75. Employers agree to furnish normally utilized safety equipment, necessary to safe performance of the work including, but not limited to goggles, protective shields, safety harnesses, hard hats, etc. One hard hat and liner shall be furnished the employee when first employed by each Employer, thereafter any replacement will be at the expense of the employee, except for replacement due to normal wear and tear. Employers agree to provide safe working conditions and to instruct their employees in safe working practices. It shall be the option of the Employer to supply or buy Employer work uniforms to be maintained* by the employees and worn during working hours.

*Definition of maintenance: If the employee has the option of taking the clothing home, cleaning will be at the expense of the employee. If the

Employer mandates a cleaning service to clean and maintain the uniforms, the Employer is responsible for expense of cleaning.

76. In accordance with the requirements of the Occupational Safety and Health Act of 1979, it shall be the exclusive responsibility of the Employer to ensure the safety and health of its employees and compliance by them with any safety rules contained herein or established by the Employer. Any disregard of such regulations will subject an employee to discipline up to and including discharge. Nothing in this Agreement will make the Union liable to any employees or to any other person in the event that injury or accident occurs.

77. Employees shall be subject to a comprehensive substance abuse policy in accordance with Appendix "C" executed by the parties to this Agreement.

ARTICLE XIX

Job Steward

78. A plumber having charge of or acting as foreman of any job or work shall act as job steward and shall be held responsible for the enforcement of all laws and working rules of Local #5. However, where a job carries more than two men, the job steward will be appointed by the Business Manager of Local #5 providing, however, that such appointment be made from existing Employer employees on the job. This will apply also to the shop. The shop steward appointed by the Business Manager will remain on the job until the crew is reduced to two men, excluding foreman, unless he does anything detrimental to the job or shop. There shall be a shop steward in each shop and on each job where warranted.

79. A steward shall, in addition to his work as a plumber, be permitted to perform during work hours such of his union duties as pertain only to that job and cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow the steward a reasonable amount of time for the performance of such duties.

ARTICLE XX

Hours of Work, Emergency Work, Overtime and Shift Work

80. *Hours of Work.* Eight (8) hours shall constitute a day's work, and said eight hours to be worked between the hours of 6:00 a.m. and 5:00 p.m. on the job. Working hours may be changed to any time between 6:00 a.m. and 5:00 p.m. by mutual consent of the majority of employees on the job and the Employer involved. There shall be thirty (30) minute lunch break taken near the mid-point of a regular work day between the hours as indicated for a regular work day in this Collective Bargaining Agreement. Furthermore, in order to expand or explore work opportunities by mutual consent of the Employer and the Business Manager the starting time and quitting time as

well as the work period of a given project may be modified. These modifications may also be granted due to unforeseen conditions after the start of the project. All such consent must be solicited and granted in writing prior to the start.

81. The working period shall consist of five (5) days a week between 6:00 a.m. on Monday and 5:00 p.m. on Friday, subject to option as stated in paragraph 80 above. On Shift Work Schedule, time and one-half is figured on shift rate. When double time applies, the base rate is to be used, not the shift rate.

82. If job conditions require that work be performed other than normal work hours and such work will continue for at least five (5) consecutive work days, the Employee shall receive pay 15% above the current negotiated wage. Overtime work shall be as outlined in paragraph 88, except monies shall be calculated with 15% differential included in base pay. Apprentices and helpers will not be allowed to work under these conditions if work hours conflict with attending related training classes or result in loss of wages (less than 40 hours) to attend classes. The Business Manager must be notified before starting work.

83. Eight (8) hours work shall be scheduled by mutual agreement between the Employer and employees on the job before and after any of the designated holidays as outlined in this article if said preceding and/or succeeding day(s) is one of the normal works days (Monday through Friday) provided, however, that this scheduling is agreeable to the Owner or General Contractor. Said scheduling to occur at least one week prior to the holiday so affected.

84. The Employer shall give one (1) hour notice of layoff to any employee to enable the employee to return the tools of the Employer in his possession and to gather the personal effects of the employee.

85. On all jobs where employees are required to pick up and/or deposit brass or time cards, it shall be done on the Employer's time, except where separate facilities are provided.

86. Employees shall be allowed one hour with pay to vote in election of Union officers. In order to be paid for this hour, employee must furnish his Employer with proof from the Union election officers, that he cast his vote.

87. *Emergency Work.* The workmen will be allowed to work on emergency repair work on Saturday for the first four hours of the normal shift for regular wages. The workmen will also be allowed to work on new work on Saturday for the first four hours of the normal shift for regular wages, when in the judgment of the Business Manager, it is necessary to avoid being covered up. The Business Manager must be notified before starting work.

88. *Overtime.* The first twenty (20) hours performed in excess of the standard workday, Monday through Friday and hours worked on Saturday shall be paid at time and one-half. All overtime hours worked in excess of

twenty (20) hours in a calendar week and all work performed on Sundays and unpaid holidays shall be paid at double the base rate of pay. Hours worked on paid holidays shall be paid at double time and one-half the base rate of pay. The employee must work forty (40) hours at regular standard rate of pay, Monday through Friday, in order to qualify for the overtime rates Monday through Saturday. This forty (40) hour requirement shall not apply if the employee is available to work during the standard workday but is not assigned such work by the Employer. Saturday hours may be used to complete the forty (40) hours requirement, at the option of the employee. The employee will not be penalized for time off for the following circumstances: prior notification to the Employer; death in the immediate family; disabling job injury; major illness; vacation time; or a holiday recognized in the Agreement. These exceptions shall also apply on a pre-established work schedule of four (4) days at ten (10) hours.

89. *Weather Day.* In the event it is not possible to work Monday through Friday on the normal eight (8) hours per day workweek (or Monday through Thursday on the ten (10) hours per day workweek) because of weather conditions, Saturday (or Friday during the four-ten workweek) shall be available to the Employer to schedule a make-up day at straight time pay up to forty (40) hours of work. Time worked over forty (40) straight time hours in the workweek shall be at the appropriate overtime rate of pay provided, however, those employees reporting for such make-up days shall receive, weather permitting, a minimum of eight (8) hours of work (five day week) ten (10) hours of work (four day week) at the appropriate rate of pay. In no case can more than eight (8) hours (five day week) and ten (10) hours (four day week) be worked at straight time. The make-up day shall be optional and there shall be no recrimination against any employee choosing not to work the make-up day. In the event, Tuesday through Friday is worked in the four (4) ten (10) hours day week than Saturday would be the make-up day.

90. Shop Stewards shall work on all overtime work unless impractical.

91. On all overtime work, the employee doing same during the regular work hours will have first offer to work overtime. Second offer will go to other employees on the same job. Third offer will go to other employees working for the same Employer.

92. The recognized holidays within this agreement shall be New Year's Day, Inauguration Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day, also in the year 2003 Martin Luther King Jr.'s Birthday. These holidays shall be celebrated on the same days as holidays by the Federal Government for all Federal Employees.

93. Paid holidays effective September 1, 2001 through July 31, 2002 are: Labor Day, Christmas Day and New Year's Day.

94. Paid holidays effective August 1, 2002 through July 31, 2003 are: Labor Day, Thanksgiving Day and the day after Thanksgiving Day (for service

work see Supplemental Service Agreement) Christmas Day, New Year's Day and the Fourth of July.

95. Paid holidays effective August 1, 2003 through July 31, 2004 are: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving (for service work see Supplemental Service Agreement) Christmas Day, New Year's Day, Martin Luther King Jr.'s Birthday, Memorial Day and the Fourth of July.

96. Should an Employer declare a holiday on President's Day (formerly known as George Washington's Birthday), the employees shall not lose wages on that day and shall be paid at the regular rate of pay. In 2002 it is agreed that Martin Luther King Jr.'s Birthday be declared as a day of celebration and employees at their option may work it as a regular day or may be excused from work without pay on the day the Federal government observes Martin Luther King Jr.'s Birthday as a holiday. In the year 2003 it will be observed as a non-paid holiday. In the year 2004 it will be declared as a paid holiday.

97. An employee must work for an Employer two weeks prior and the week following the holiday in order to qualify for a paid holiday. The employee must work the forty (40) hours at the standard rate of pay, Monday through Friday, in order to qualify for the paid holiday. The forty (40) hour requirement shall not apply if the employee is available to work during the standard work day but is not assigned such work by the Employer. If the employee does not meet the above requirements the Employer can deduct that holiday pay from the next regular scheduled paycheck. The holiday will be paid in the payroll period in which the holiday falls. No fringes are paid on the holiday unless hours are worked.

98. The employee will not be penalized for time off for the following circumstances: prior notification to the Employer; death in the immediate family; disabling job injury; major illness or scheduled time off. These exceptions shall also apply on a pre-established work schedule of four (4) days at ten (10) hours. If an Employer lays an employee off during the two weeks prior to the holiday, the employee is entitled to the paid holiday. If an employee is hired and had previously been unemployed prior to the two weeks preceding the holiday, the Employer shall pay the employee for that holiday. If an employee is fired for cause the Employer does not have to pay the employee for the holiday.

99. Employees will be granted his or her full pay for one (1) day off to attend the funeral of his or her spouse, mother, father and/or his or her children.

100. *Shifts.* Shift work may be performed at the option of the Employer, but when performed it must continue for a period of not less than five (5) consecutive workdays. Saturday and Sunday, if worked, can be used for establishing the 5 day minimum shift work period. The straight time work week shall be considered to start with the day shift on Monday and end with the conclusion of the second or third shift on the fifth day. In the event the

second or third shift of any regular workday shall extend into a holiday, employees shall be paid at the regular shift rate.

101. The first shift or the day shift shall work a regular eight (8) hour shift as outlined in paragraph 100 of this article. If two shifts are worked, the second shall be eight (8) hours for which each employee shall receive pay for the hours worked, plus fifteen percent (15%). Work in excess of eight (8) hours shall be paid as outlined in Paragraph 88. Overtime shall be computed on base rate. Where shift work is to be performed, the Employer shall notify the Business Manager and the Association at least 24 hours before start of the first shift.

102. If three shifts are worked, the Employer and the Union shall establish mutually acceptable hours and pay for shift work, considering among other things the schedule of work of the related crafts in the local Building Trades area in which the job is located.

ARTICLE XXI
Wage and Fringe Benefits Payments

103. Wage and Fringe Benefits Payments Sept. 1, 2001 through July 31, 2002

		Basic Construction Agreement				
		1st Year	2nd Year	3rd Year	4th Year	5th Year
	Journeyman	Apprentice	Apprentice	Apprentice	Apprentice	Apprentice
		45%	55%	65%	75%	80%
Straight time	\$26.82	\$12.07	\$14.75	\$17.43	\$20.12	\$21.46
Time and one-Half	\$40.23	\$18.11	\$22.13	\$26.15	\$30.18	\$32.19
Double Time	\$53.64	\$24.14	\$29.50	\$34.86	\$40.24	\$42.92
Shift Work	\$30.84	\$13.88	\$16.96	\$20.05	\$23.14	\$24.68
Employer Contributions						
Medical Fund	\$3.08	\$3.08	\$3.08	\$3.08	\$3.08	\$3.08
Pension Fund	\$3.50	\$0.20	\$0.35	\$0.60	\$0.60	\$0.60
Retirement Savings	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
Apprenticeship Fund	\$0.46	\$0.46	\$0.46	\$0.46	\$0.46	\$0.46
Industry Fund	\$0.09	\$0.09	\$0.09	\$0.09	\$0.09	\$0.09
Promotional Fund	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04
Int. Training Fund	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
Deduction from Wages						
Vacation Fund	\$0.50	\$0.00	\$0.00	\$0.50	\$0.50	\$0.50
Dues Check-Off	\$1.00	\$0.26	\$0.26	\$0.70	\$0.70	\$0.85
Shift Work Schedule						
Shift Work	\$30.84	\$13.88	\$16.96	\$20.05	\$23.14	\$24.68
Time and One-Half	\$46.26	\$20.82	\$25.44	\$30.08	\$34.71	\$37.02
Double Time	\$53.64	\$24.14	\$29.50	\$34.86	\$40.24	\$42.92
Total Package						
(Straight Time)	\$35.54	\$17.49	\$20.32	\$23.25	\$25.94	\$27.82

104. Wage and Fringe Benefits Payments August 1, 2002 through July 31, 2003

		Basic Construction Agreement				
Journeyman		1st Year Apprentice 45%	2nd Year Apprentice 55%	3rd Year Apprentice 65%	4th Year Apprentice 75%	5th Year Apprentice 80%
Straight time	\$27.67	\$12.45	\$15.22	\$17.99	\$20.75	\$22.14
Time and One-Half	\$41.51	\$18.68	\$22.83	\$26.99	\$31.13	\$33.21
Double Time	\$55.34	\$24.90	\$30.44	\$35.98	\$41.50	\$44.28
Shift Work	\$31.82	\$14.32	\$17.50	\$20.69	\$23.86	\$25.46
Employer Contributions						
Medical Fund	\$3.58	\$3.58	\$3.58	\$3.58	\$3.58	\$3.58
Pension Fund	\$3.65	\$0.20	\$0.35	\$0.60	\$0.60	\$0.60
Retirement Savings	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
Apprenticeship Fund	\$0.46	\$0.46	\$0.46	\$0.46	\$0.46	\$0.46
Industry Fund	\$0.09	\$0.09	\$0.09	\$0.09	\$0.09	\$0.09
Promotional Fund	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04
Int. Training Fund	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
Deduction from Wages						
Vacation Fund	\$0.50	\$0.00	\$0.00	\$0.50	\$0.50	\$0.50
Dues Check-Off	\$1.00	\$0.26	\$0.26	\$0.70	\$0.70	\$0.85
Shift Work Schedule						
Shift Work	\$31.82	\$14.32	\$17.50	\$20.69	\$23.86	\$25.46
Time and One-Half	\$47.73	\$21.48	\$26.25	\$31.04	\$35.79	\$38.19
Double Time	\$55.34	\$24.90	\$30.44	\$35.98	\$41.50	\$44.28
Total Package						
(Straight Time)	\$37.04	\$18.37	\$21.29	\$24.31	\$27.07	\$28.46

105. Wage and Fringe Benefits Payments August 1, 2003 through July 31, 2004

		Basic Construction Agreement				
		1st Year	2nd Year	3rd Year	4th Year	5th Year
Journeyman		Apprentice	Apprentice	Apprentice	Apprentice	Apprentice
		45%	55%	65%	75%	80%
Straight time	\$28.22	\$12.70	\$15.52	\$18.34	\$21.17	\$22.58
Time and One-Half	\$42.33	\$19.05	\$23.28	\$27.51	\$31.76	\$33.87
Double Time	\$56.44	\$25.40	\$31.04	\$36.68	\$42.34	\$45.16
Shift Work	\$32.45	\$14.61	\$17.85	\$21.09	\$24.35	\$25.97
Employer Contributions						
Medical Fund	\$4.33	\$4.33	\$4.33	\$4.33	\$4.33	\$4.33
Pension Fund	\$3.85	\$0.20	\$0.35	\$0.60	\$0.60	\$0.60
Retirement Savings	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
Apprenticeship Fund	\$0.46	\$0.46	\$0.46	\$0.46	\$0.46	\$0.46
Industry Fund	\$0.09	\$0.09	\$0.09	\$0.09	\$0.09	\$0.09
Promotional Fund	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04
Int. Training Fund	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
Deduction from Wages						
Vacation Fund	\$0.50	\$0.00	\$0.00	\$0.50	\$0.50	\$0.50
Dues Check-Off	\$1.00	\$0.26	\$0.26	\$0.70	\$0.70	\$0.85
Shift Work Schedule						
Shift Work	\$32.45	\$14.61	\$17.85	\$21.09	\$24.35	\$25.97
Time and One-Half	\$48.68	\$21.92	\$26.78	\$31.64	\$36.53	\$38.96
Double Time	\$56.44	\$25.40	\$31.04	\$36.68	\$42.34	\$45.16
Total Package						
(Straight Time)	\$38.54	\$19.37	\$22.34	\$25.41	\$28.24	\$29.65

106. Travel Allowance. Travel allowance will be paid on apprentices only as follows:

20 miles from 0 milestone	no travel pay
20-40 miles from milestone	\$3.00 per day
over 40 miles from milestone	\$6.00 per day

107. Rates for Supervisors who have completed the certified joint Association and Union Training Program are reflected in the following paragraphs. This rate may be negotiated between Employer and employee.

108. Foreman. On jobs with four journeymen and/or apprentices, up to and including ten, there shall be a foreman paid a minimum of \$1.00 per hour if uncertified and \$2.00 per hour if certified in the addition to journeyman's wage.

109. On jobs with eleven up to and including 20 journeymen and/or apprentices there shall be one general foreman paid a minimum of \$1.25 per hour if uncertified and \$2.25 per hour if certified in addition to journeyman's wage. Also, one foreman shall be paid a minimum of \$1.00 per hour if uncertified and \$2.00 per hour if certified in addition to journeyman's wage.

110. On jobs with twenty-one up to and including 30 journeymen and/or apprentices, there shall be one general foreman whose wages are negotiated between Employer and employee, but not less than \$1.25 per hour if uncertified and \$2.25 per hour if certified in addition to journeyman's wage. Also, two foremen shall be paid a minimum of \$1.00 per hour if uncertified and \$2.00 per hour if certified in addition to journeyman's wage. On jobs with 31 or more men, the General Foreman shall be paid a minimum of \$1.25 if uncertified and \$2.25 if certified in addition to journeyman's wage. All foremen shall be paid a minimum of \$1.00 per hour if uncertified and \$2.00 per hour if certified in addition to journeyman's wage and direct no more than 15 men.

111. The Apprenticeship Program shall be five (5) years, the first year to be the probationary period, which shall count as time served in the five (5) year program. The ratio for apprentices shall be three (3) journeymen to one (1) apprentice based on the availability of the apprentices.

112. The Apprentice will be paid one day's wages for the day he or she performs the module work at the Apprentice school. This project requires work to be done during the regular work hours. The wages are to be paid by the Employer of that individual. Verification of participation of the apprentice working on the module will be furnished to the Employer by the Union.

ARTICLE XXII

Use of Vehicles

113. Employees required to use their vehicles for carrying hand tools only to go from job to job will be allowed eight (\$8.00) per day and thirty-five cents

(.35¢) per mile. When leaving the job at the end of the day with the tools to go to a job the following day, this will be considered one move at eight dollars (\$8.00). The employee moving the tools to a new job shall be compensated by the job receiving the tools.

114. Employees driving Employer owned or leased vehicles will adhere to a reasonable vehicle operating and written parking policy of that Employer.

ARTICLE XXIII

State Withholding

115. State income tax shall be withheld and remitted to the state in which an employee resides, and shall be limited to the District of Columbia, Maryland and Virginia.

ARTICLE XXIV

Paydays

116. All employees covered by this Agreement shall be paid on the day of the week designated as payday by the Employer. No time in excess of three (3) days shall be withheld on paydays. Once the payday is designated by the Employer, it shall not be changed without the written permission of the Business Manager of the Union.

117. When paychecks are delivered to the job all employees shall receive their pay not later than the designated quitting time on payday. When an Employer fails to pay an employee's wage due by the designated quitting time on payday, the Employer shall pay the employee two (2) hours maximum waiting time at the regular rate of pay and a sum equal to eight (8) hours pay for each calendar day beyond the regular payday that the employee waits for his pay. Waiting time will not be charged against an employee's regular pay, but will be considered a payment for delinquency and written on a separate check.

118. Paychecks via the U. S. Postal Service are to be received no later than the designated payday. Should the mailed pay checks not be received timely, a good check must be delivered to the jobsite the following day and the worker will be paid for two (2) hours waiting time at the regular rate of pay for the check being late on the designated payday. Checks received beyond one day, the waiting period shall carry an additional penalty of eight (8) hours pay for each calendar day late beyond the normal payday. Waiting time will not be charged against employees' regular pay but will be considered a payment for delinquency and written on a separate check. If the Joint Conference Board approved payment by check, such check shall be drawn from a local bank and/or branch located within the territorial jurisdiction of Local Union #5. The Agreement shall be applicable to all such work. All charges of violation of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering

the procedure for the handling of grievances and the final and binding resolution of disputes.

119. By mutual agreement of the Employer and the employee the method of payment may be by direct deposit. The Employer shall be responsible for all cost incurred by the employee as a result of direct deposit errors.

120. If any employee fails to receive his wages from his Employer for work performed at the expiration of the week, and should said member report the fact to the Union, no employee will be allowed to work for said Employer until the employee who failed to receive his wages is paid in full. This claim must be filed within one week to be valid.

121. When a plumber or apprentice is discharged or laid off, he shall be paid in full at the time or be paid for the period that he waits for his pay, subject to provisions of paragraph 117 of this Article XXIV.

122. In the event the Employer fails to pay timely and the reasons therefore are acts of God, mechanical failure, robbery or conditions beyond his control, the Employer shall then pay as soon as possible and not be penalized as so indicated in the aforementioned paragraph of this Article.

123. When a holiday, as set forth in paragraph 92 Article XX of this Agreement, falls on a payday, employees shall be paid by quitting time on the last regular workday prior to the holiday.

ARTICLE XXV

Reporting Pay

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

125. An employee reporting for work at the regular starting time at a shop or job, and for whom no work is available due to weather conditions, shall receive two (2) hours of pay for reporting time. To be eligible to receive such reporting pay the employee must check in at the job or shop at the regular reporting time and remain there for the two (2) hours. In order to qualify for the pay provided for in this paragraph the employee must remain on the job available for work during the periods of time for which he receives pay unless released sooner by the Employer's principal supervisor. After starting to work and work is stopped because of weather conditions, the employee shall receive pay for the actual time on the job, but in no event less than two (2)

hours. The Employer shall have sole responsibility to determine availability of work due to weather conditions. When the conditions set forth in the paragraph occur on an overtime day, or on shift work, the premium rate shall be paid.

ARTICLE XXVI

Reporting for Davis-Bacon Wage Rates

126. It is mutually agreed that in order to better facilitate protection of wage rates adopted under the Davis-Bacon Act, all Employers signatory to this Agreement shall submit timely, to the Local Union, the name of their project and the maximum number of employees represented by Local #5 that are utilized upon the construction each month. This requirement may be modified as necessary by mutual agreement of the Association and the Union during the life of this contract.

ARTICLE XXVII

Plumbers and Pipefitters Medical Fund

127. The Association and the Union agree to operate, through Trustees, the Plumbers and Pipefitters Medical Fund. For all hours worked by all employees whose wages are covered by this Collective Bargaining Agreement, the Employers signatory to this Agreement hereby agree to make contributions to the Plumbers and Pipefitters Medical Fund in accordance with Wage and Fringe Benefit Schedule in Article XXI.

128. This sum, with the other designated sums as outlined in Article XXI, is to be sent to the Central Depository. This sum is then to be allocated and sent by the Central Depository to the Trustees of the Plumbers and Pipefitters Medical Fund as indicated. The Association and the Union shall each designate three (3) Trustees to administer and control the Plumbers and Pipefitters Medical Fund. This Fund shall be a separate and distinct Trust Fund and shall comply in all respects with Section 302 of the Labor-Management Relations Act. The Association and Union Trustees have executed a written Health and Medical Trust Agreement setting forth the terms and the conditions of the Health and Medical Fund benefits to be paid to all employees covered by this Agreement.

ARTICLE XXVIII

Plumbers and Pipefitters National Pension Fund

129. Commencing with the First day of September, 2001, and for the duration of the current Collective Bargaining Agreement between the said parties, and any renewals or extensions thereof, the Employer agrees to make payments to the Plumbers and Pipefitters National Pension Fund for each employee in each classification listed in the amount shown in Article XXI of the Collective Bargaining Agreement.

130. For each hour or portion thereof, for which employee receives pay, the Employer shall make the contribution set out in Article XXI to this Pension Fund. (Each overtime hour shall be counted as one regular hour for which contributions are payable.)

131. Contributions as set out in Article XXI shall be paid starting with the employee's first day of employment in a job classification covered by the Collective Bargaining Agreement. Contributions shall continue for any compensated employees who were previously covered by the National Pension Fund as members of the bargaining unit and who are continuing to perform work of the type covered by this 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.

132. The payments to the Pension Fund required above shall be made to the "Plumbers and Pipefitters National Fund" which was established under an Agreement and Declaration of Trust, dated July 23, 1968 and restated December 13, 1978. The Employer, by signing the 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 then serving as such and authorizes said Employer Trustees to designate additional Employer Trustees and successor Employer Trustees in accordance with the terms and conditions thereof, and authorizes 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.

133. 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 to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.

134. 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 a qualified representative audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Fund.

135. If an Employer fails to make contributions to the Pension Fund within twenty days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due

together with attorney's fees, interest at the highest rate permitted by the state in which the delinquency occurred, 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 or the "no-strike" clause provided under the Collective Bargaining Agreement.

136. 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 the language of this section can be used by the Trustees as the basis for termination of participation of the Employer.

ARTICLE XXIX

Retirement Savings Fund

137. The Association and the Union agree to establish effective September 1, 1998, the Plumbers and Gasfitters Local 5 Retirement Savings Fund. For all hours worked by all employees whose wages are covered by this Collective Bargaining Agreement, the Employers signatory to this Agreement hereby agree to make contributions to the Plumbers and Gasfitters Local 5 Retirement Savings Fund in accordance with the Wage and Fringe Benefit Schedule in Article XXI. This sum, along with the other designated sums as outlined in Article XXI, is to be sent to the Central Depository. This sum is then to be allocated and sent by the Central Depository to the Trustees of the Plumbers and Gasfitters Local 5 Retirement Savings Fund.

138. The Plumbers and Gasfitters Local 5 Retirement Savings Fund will operate through Trustees. The Association and the Union shall each designate (3) three Trustees to administer and control the Plumbers and Gasfitters Local 5 Retirement Savings Fund. The Fund shall be a separate and distinct Trust Fund and shall comply in all respects with Section 302 of the Labor-Management Relations Act. The Association and Union Trustees will execute a written Trust Agreement and a written Plan of Benefits for the Plumbers and Gasfitters Local 5 Retirement Savings Fund setting forth the terms and conditions of the Retirement Savings Program. Each Employer is bound to terms of said Trust Agreement. It is agreed that the Plan of Benefits adopted by the Trustees of the Retirement Savings Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Retirement Savings Fund as a deduction for income tax purposes.

139. The Trustees of the Plumbers and Gasfitters Local 5 Retirement Savings Fund are authorized to enter into reciprocal agreements with Trustees of other Pensions Fund providing for the transfer of contributions between funds on behalf of employees temporarily working outside their home fund's jurisdiction. The Trustees shall determine the terms of such reciprocal agreements.

140. By signing a separate participation agreement with the Trustees, the Employer may continue contributions to the Plumbers and Gasfitters Local 5 Retirement Savings Fund for any compensated employees who were previ-

ously covered by the Fund as members of the bargaining unit and who are continuing to supervise work covered by the Collective Bargaining Agreement. The Trustees shall, in their sole discretion, determine the terms of such participation agreements.

ARTICLE XXX

Plumbers and Pipefitters Apprenticeship Fund

141. The Association and the Union agree to operate, through Trustees, the Plumbers and Pipefitters Apprenticeship Fund for the training of apprentices and the education and training of plumbers. For all hours worked by all employees whose wages are covered by this Collective Bargaining Agreement, the Employers signatory to this Agreement hereby agree to make contributions to the Plumbers and Pipefitters Apprenticeship Fund in accordance with Wage and Fringe Benefit Schedule in Article XXI.

142. This sum, with the other designated sums as outlined in Article XXI, is to be sent to the Central Depository. This sum is then to be allocated and sent by the Central Depository to the Trustees of the Plumbers and Pipefitters Apprenticeship Fund as indicated.

143. The Association and the Union shall each designate four (4) Trustees to administer and control the Plumbers and Pipefitters Apprenticeship Fund and the program of training provided by the Fund. The Trustees shall be known as the Washington, D.C. Joint Plumbing Apprenticeship Committee. This Fund shall be a separate and distinct Trust Fund and shall comply in all respects with Section 302 of the Labor-Management Relations Act. The Association and the Union Trustees have executed a written Educational Trust Agreement setting forth the objects and purposes of the Educational Trust, and the powers and duties of the Trustees in administering the Plumbers and Pipefitters Apprenticeship Fund and the program of training provided by the Fund.

144. The detailed duties and functions of this Joint Committee, the establishment of working rules, regulations for attendance of school sessions, Apprenticeship Standards, Course of Study, Term of Apprenticeship, and all details pertinent to the successful functioning of Apprenticeship are contained in the Plumbing Apprenticeship Agreement which in effect becomes a part of this Agreement.

145. It is hereby understood and agreed that all Employing Contractors signatory to this Agreement will carry out the arrangements formulated by the Washington, D. C. Joint Plumbing Apprenticeship Committee concerning the establishment of Day School for apprentices.

146. It is the policy of the Washington, D.C. Joint Plumbing Apprenticeship Committee that apprentices shall not be employed during a time which will interfere with their attendance at school.

147. In order to provide diversity of training and work opportunities, the Joint Apprenticeship Committee shall have full authority to transfer apprentices from one job or Employer to another, on a yearly rotation. All transfers and assignments for work shall be issued by the Committee through the Business Manager.

ARTICLE XXXI Plumbers and Pipefitters Vacation Fund

148. The Association and the Union agree to operate, through Trustees, the Plumbers and Pipefitters Vacation Fund. The Employers agree to withhold from the hourly wage rate of plumbers and apprentices during the life of this Agreement an amount in accordance with Wage and Fringe Benefit Schedule in Article XXI.

149. The Association and the Union shall each designate three Trustees to administer and control the Plumbers and Pipefitters Vacation Fund. This Fund shall be a separate and distinct Trust Fund and shall comply in all respects with section 302 of the Labor-Management Relations Act. The Association and Union Trustees have executed a written Vacation Fund Trust Agreement, setting forth terms and conditions of the Vacation benefits to be paid to all employees covered by this Agreement.

ARTICLE XXXII Communication and Productivity Fund

150. The Communication and Productivity Fund shall be administered by a Board of two (2) Trustees from the Union and one (1) Trustee from the Mechanical Contractors Association.

151. It is expressly understood and agreed that said Communication and Productivity Fund shall be applied in payment of the operating costs, but not limited to the expenses of conducting Communications and Production.

152. Communication and Productivity to engage in Research and Development Programs concerning various aspects of the Construction Industry, including, but not limited to, new Technologies in Construction, Occupational Safety and Health, Labor Relations and new methods of improved production and to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

ARTICLE XXXIII Trusteeship

153. The Communication and Productivity Fund shall be administered by a Board of two (2) Trustees from the Union and one (1) Trustee from the Association.

154. The Plumbers and Pipefitters Medical Fund; the Plumbers and Pipefitters Vacation Fund and the Plumbers and Gasfitters Retirement Savings Fund shall each be administered by a Board of six (6) Trustees, three (3) to be appointed by the Union and three (3) to be appointed by the Association.

155. The Plumbers and Pipefitters Apprenticeship Fund shall be administered by a Board of eight (8) Trustees, four (4) to be appointed by the Union and four (4) to be appointed by the Association.

ARTICLE XXXIV Industry Fund

156. The Industry Fund shall be administered by a Board of five (5) Trustees to be elected by the membership of the Mechanical Contractors Association of Metropolitan Washington, Inc. The Union shall not participate in any way whatsoever in the administration of the Industry Fund, or in the distribution.

157. It is expressly understood and agreed that said Industry Fund shall be applied in payment of the operating costs of Employers Association, including, but not limited to, the expense of conducting public relations, public education as applied to the plumbing, heating, piping and air conditioning industry, costs and expenses connected with the promotion of stability of relations between labor and management; Employers' costs of collective bargaining on an industry wide basis; Employers' costs of Employers' representative in the adjustment of grievances and in arbitration, and in comparable undertakings engaged in from time to time.

ARTICLE XXXV Dues Check-off

158. Upon receipt of a properly signed authorization form from the employee, the Employer agrees to deduct from the wages of such employee covered by this Agreement, regular hourly union dues as certified by the Financial Secretary-Treasurer of the Plumbers Local No. 5. Such deductions shall be made on an hourly basis, deducted from the weekly paycheck for all employees working under this Collective Bargaining Agreement, that are on the Employer's payroll and who have properly authorized such deductions and shall be remitted to the Central Depository on or before the 15th day from the end of each calendar month when they were withheld from the employees wages.

ARTICLE XXXVI Payments to Trust Funds

159. The total sum as listed in Article XXI is per hour for all hours worked, including any reporting time which shall be compensated for, by all plumbers

and apprentices. This total sum is in addition to the wage rates for plumbers and apprentices as outlined in Article XXI.

160. The above amounts shall be paid as follows: One check shall be made payable to the order of the Central Depository as designated by the respective Trustees, and one check shall be made payable to the Plumbers and Pipefitters National Pension Fund.

161. Payments made to the Central Depository are to be allocated by the Central Depository and transferred to the applicable funds.

162. The payments to be made in accordance with Articles XXVII, XXVIII, XXIX, XXX, XXXI, XXXII, XXXIV, and XXXV shall be made by the Employer on or before the fifteenth (15th) day following the end of each calendar month. The Employer shall within fifteen (15) days from the end of each calendar month transmit to the Administrator of the Trust Funds a report containing:

163. The names and Social Security numbers of persons to whom this Agreement is applicable, and who have been in the employ of the Employer during such calendar month.

164. The number of hours during said calendar month for which compensation (including compensation for reporting and waiting time) was payable.

165. Such other information required by the respective Board of Trustees and/or Funds for the proper administration thereof.

166. In the event the payments provided for in Articles XXVII, XXVIII, XXIX, XXX, XXXI, XXXII, XXXIV and XXXV are not paid within fifteen (15) days following the end of each calendar month, the Union may treat such failure as a breach of contract and remove its members from the job of such delinquent Employer.

167. As of January 1, 1996 all Employers are required to post a cash bond. Requirements to be determined 30 day prior to effective date. As of this date, Employers have 60 days in which an insurance certificate must be presented to the Union. If no such bond is obtained, the Union employees will be removed from the jobs of such delinquent Employer.

168. The parties hereto agree that payments made in accordance with Articles XXVII, XXVIII, XXIX, XXX, XXXI, XXXII, XXXIV and XXXV are, together with the report form, due on the fifteenth (15th) day following the end of each calendar month. In the event an individual Employer is in default, the amount of damage to each of the Funds resulting from the default shall be, by way of liquidated damages and not as a penalty, a sum equal to fifteen percent 15% of the delinquent payments, but not less than twenty dollars (\$20) for each month a payment or payments are due the Fund which amount shall be added to and become a part of said amount due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. Thereafter, the delinquent Employer must post a cash bond equal to twice the average monthly payments to the funds during the

preceding year. In addition to the amount due in liquidated damages and the cash bond, the individual Employer shall be obligated to pay all reasonable expenses incurred by each of the Funds in the collection of the same through litigation including but not limited to reasonable attorney's and accountant's fees, cost of attachment and court costs.

169. There is hereby established a committee known as the "Local #5 Trust Fund Collection Committee", composed of one representative from Local Union #5 and two from the Mechanical Contractors Association of Metropolitan Washington, Inc. who are vested with the full authority and responsibility of collecting all payments payable to the respective Trust funds by any Employer signatory to the Collective Bargaining Agreement with U. A. Local #5. Said Committee is authorized and empowered to enforce the provisions of Paragraph 166 and 168 of Article XXXVI of this Agreement, in accordance with the rules adopted by the Committee shall be authorized to take any and all action it deems necessary to carry out its duties. The Committee shall make a detailed regular report to the Trustees.

ARTICLE XXXVII

Separability

170. This Agreement has been written by the parties hereto, to the best of their knowledge and belief in accordance with all existing Federal, State and Municipal Legislation. However, if any Article, Section, Paragraph, sentence or clause of this Agreement is held to be illegal by a court of competent jurisdiction, such part or parts shall be immediately eliminated from the Agreement by joint agreement of both parties. All other provisions of this Agreement shall continue to remain in full force and effect for the duration of the Agreement.

ARTICLE XXXVIII

Emergency Work During Work Stoppage

171. In the event of an area strike at the expiration of this Agreement, the Union agrees to furnish employees during the period of the strike for emergency work under conditions mutually acceptable to the Union and the Employer. If agreement cannot be reached, the issue will be immediately referred to the Conference Committee.

ARTICLE XXXIX

Modification and Termination

172. Should either party desire a change in this Agreement upon its expiration, a notice in writing must be given by the respective agreeing participants, each to the other on or before May 1, 2004. If no changes are requested, then this Agreement shall be self-renewing for a period of one (1) year from July 31, 2004.

ARTICLE XL Layoffs

173. Consistent with Article III of this Agreement, any decision to lay off employees and the number of employees to be laid off shall remain within the exclusive discretion of the Employer. When the Employer decides at any given time that a layoff is in order, it shall lay off employees in the following manner. First, it shall lay off employees in Category 3; then it shall lay off employees in Category 2; and finally, it shall lay off those in Category 1. Within categories, the Employer shall have total discretion over who is laid off and who is not. (Refer to Appendix B for categories).

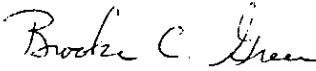
174. Notwithstanding this preferred order of layoff, any Employer may retain an employee and not lay that employee off if the Employer concludes that such employee has special skills, as set forth in paragraph 12 of Appendix B, not possessed by an employee in a higher category. In any dispute regarding a layoff selection based on special skills, the Union shall bear the burden of proof.

ARTICLE XLI Duration of Agreement

175. This Agreement shall go into effect September 1, 2001 and shall continue in force until July 31, 2004 and it is understood and agreed that it embraces every rate, requirement or regulation which shall be asked for or enforced by either party to this Agreement and no change in this shall be made for the period covered by this Agreement; except as per the provisions of Article VI, paragraph 44, if applicable.

176. IN WITNESS WHEREOF, these parties by their duly authorized representatives, agree and subscribe to the foregoing:


For: **MECHANICAL CONTRACTORS ASSOCIATION OF METROPOLITAN WASHINGTON, INC.:**



Brooke C. Greer



Michael A. Mack

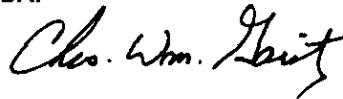


Larry H. Zimmerman

For: **PLUMBERS LOCAL UNION NO. 5, UNITED ASSOCIATION OF JOURNEYMAN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA:**



Thomas A. Chaisson



Charles W. Garity



John E. McKee, Jr.



James J. Ebel

APPENDIX A

Jurisdiction of Work of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada.

By the decision of the American Federation of Labor, rendered at both the Atlanta and Rochester conventions, the substance of this action of these conventions of the American Federation of Labor was that there was only room for one organization in the pipe fitting industry, and that the United Association of Journeymen and Plumbers and Steam Fitters is recognized as the only organization having complete control of the pipe fitting trade and industry in its entirety throughout the United States and Canada.

It is the imperative duty of the members of the United Association to be ever alert to see to it that the work as outlined here in this jurisdiction of work shall be done by the members of the United Association throughout our entire jurisdiction.

The following are the official decisions of the American Federation of Labor:

Atlanta Decision

The Atlanta convention of the American Federation of Labor, held in Atlanta, Georgia, November 13th to 25th inclusive, 1911 declared "that both for harmony and practicability the pipe fitting trade should be represented in the American Federation of Labor, also in the Building Trades Department, by one general association of the Pipe Fitting Industry, namely the United Association of Plumbers, Gas Fitters, Steam Fitters and Steam Fitters' Helpers of the United States and Canada, and further that the Executive Council of the Building Trades Department be requested to carry that declaration into effect". (see page 339 of the 1912 Rochester Convention's proceedings)

Rochester Decision

The adjustment Committee's report to the delegates assembled at the Rochester Convention of the American Federation of Labor, held at Rochester, NY, November 11th to 23rd, inclusive, 1912, is as follows:

"Your committee reports that it has considered carefully the efforts made by the Executive Council of the American Federation of Labor to carry out and make effective the instructions of the Atlanta Convention which declared that both for harmony and practicability the pipe fitting trade should be represented in the American Federation of Labor, also in the Building Trades Department, by one general association of the pipe fitting industry, namely, the *United Association of Plumbers, Gas Fitters, Steam Fitters and Steam Fitters' Helpers of the United States and Canada.*"

The following is the jurisdiction of work of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada.

1. All piping for plumbing, water, waste, floor drains, drain grates, supply, leader, soil pipe, grease traps, sewage and vent lines.
2. All piping for water filters, water softeners, water meters and the setting of same.
3. All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above mentioned equipment.
4. All water services from mains to building, including water meters and water meter foundations.
5. All water mains from whatever source, including branches and fire hydrants, etc.
6. All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc.
7. All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and washrooms, shower stalls, etc.
8. All bathroom, toilet room and shower room accessories, i.e., as towel racks paper holders, glass shelves, etc., as per the 1965 U.A. – Carpenter's Agreement.
9. All lawn sprinkler work, including piping, fittings, and lawn sprinkler heads.
10. All sheet lead lining for x-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipe fitting industry.
11. All fire stand pipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories, and all piping for sprinkler work of every description.
12. All block tin coils, carbonic gas piping for soda fountains and bars, etc.
13. All piping for railing work, and racks of every description, whether screwed or welded.
14. All piping for pneumatic vacuum cleaning systems of every description.

15. All piping for hydraulic, vacuum, pneumatic, air water, steam, oil or gas, used in connection with railway cars, railway motor cars, and railway locomotives.
16. All marine piping, all piping used in connection with ship building and ship yards.
17. All power plant piping of every description.
18. The handling, assembling, and erecting, of all economizers, superheaters, regardless of the mode or method of making joints, hangers, and erection of same.
19. All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc.
20. All soot blowers and soot collecting piping systems.
21. The setting, erecting, and piping for all smoke consuming and smoke washing and regulating devices.
22. The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards, and other controls used in connection with power, heating, refrigeration, air conditioning, manufacturing, mining, and industrial work.
23. The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers, and all piping for same in power houses, distributing and boosting stations, refrigeration, bottling, distilling, brewing plants, heating, ventilating and air conditioning systems.
24. All piping for artificial gases, natural gases, and holders and equipment for same, chemicals, minerals and by-products and refining of same, for any and all purposes.
25. The setting and erecting of all underfeed stokers, fuel burners, and piping, including gas, oil power fuel and cold air piping, and all accessories and parts of burners and stokers, etc.
26. All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.
27. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, and mixing devices, and piping thereto of every description.

28. The setting, erecting and piping of all cooling units, pumps, reclaiming systems, and appurtenances, in connection with transformers, and piping to switches of every description.
29. All fire extinguishing systems, and piping, whether by water, steam, gas, or chemical, fire alarm piping, and control tubing, etc.
30. All piping for sterilizing, chemical treatment, deodorizing, and all cleaning systems for every description, and laundries for all purposes.
31. All piping for oil, or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.
32. All piping for power, or heating purposes, either by water, air steam, gas, oil, chemicals, or any other method.
33. All piping, setting and hanging of all units and fixtures for air conditioning, cooling, heating, roof cooling, refrigerating, ice making, humidifying, dehumidifying, dehydrating, by any method, and the charging and testing, servicing of all work after completion.
34. All pneumatic tube work and all piping for carrying systems by vacuum, compressed air, steam, water, or any other method.
35. All piping to stoves, fire grates, blast and heating furnaces, ovens, driers, heaters, oil burners, stokers and boilers and cooking utensils, etc., of every description.
36. All piping in connection with central distributing filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, and aeration basins.
37. All process piping for refining, manufacturing, industrial, and shipping purposes, of every character and description.
38. All air piping of every description.
39. All temporary piping of every description in connection with building and construction work, excavating and underground construction.
40. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduit and boxes, used in connection with pipe fitting industry.
41. The handling and setting of boilers, setting of fronts, setting of soot blowers, and attaching of all boiler trimmings.

42. All pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts, and water lines, and booster stations of every description.
43. All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints, or any other mode or methods of making joints in connection with the pipefitting industry.
44. Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.
45. All methods of stress relieving of all pipe joints made by every mode or method.
46. The assembling and erecting of tanks, used for mechanical, manufacturing, or industrial purposes, to be assembled with bolts, packed, or welded joints.
47. The handling and using of all tools and equipment that may be necessary *for the erection and installation of all work and materials used in the pipe fitting industry.*
48. The operation, maintenance, repairing, servicing and dismantling of all work installed by journeymen members of the United Association.
49. All piping for cataracts, cascades, (i.e., artificial water falls), makeup water fountains, captured waters, water towers, cooling towers, and spray ponds, used for industrial, manufacturing, commercial, or for any other purposes.
50. Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, wood or any other kind of material, or product manufactured into pipe, usable in the pipe fitting industry, regardless of size or shapes.

APPENDIX "B"
MEMORANDUM AGREEMENT
between
Mechanical Contractors Association of
Metropolitan Washington, Inc.
and
Plumbers Local Union No. 5
United Association
Non-Exclusive Hiring Hall

Effective September 1, 2001, through July 31, 2004

Appendix "B"

THIS AGREEMENT entered into this 1st day of September, 2001 by and between the Mechanical Contractors Association of Metropolitan Washington, Inc., hereinafter called the Association, and on behalf of all contractor members of said Association, hereinafter called the Employer(s), and Local Union No. 5 of the United Association of Journeyman and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO, hereinafter called the Union. All provisions of this Agreement are binding on those non-Association Employers who become signatory hereto.

WHEREAS, the Association and the Union desire to maintain productivity and establish an orderly system for the referral of skilled and qualified plumbers;

NOW, THEREFORE, the Association and the Union hereby agree to the following *non-exclusive system of referral for employment*.

1. Employers may, but are not required to, hire journeymen plumbers by calling or writing the Union referral office and stating the qualifications required of the plumber and the location of the job.
2. Journeymen plumbers are required to register with the Union referral office when seeking employment through that office. Journeymen plumbers satisfying the requirements set forth in this agreement are free to solicit employment.
3. In the event a request is made by the Employer and the Union is unable within 48 hours to supply qualified journeymen (including journeymen with special skills), the Employer may secure qualified journeymen from any other source.
4. *Registration*. The Union shall maintain a registration list as provided for in this section, of qualified plumbers, who are available for employment as journeymen plumbers.
5. Registration for referral will be accepted only from qualified journeymen plumbers who have had at least five (5) years' actual practical working experience in the plumbing trade in the building and construction industry, or by qualified journeymen who have five (5) years' actual practical working experience in the plumbing trade in the Building and Construction Industry and have successfully completed apprenticeship training in the plumbing trade, including at least 1050 hours of classroom training under the Apprenticeship Program approved by the Federal Bureau of Apprenticeship Training, or a State Division of Apprenticeship Training or a State Division of Apprenticeship Standards.
6. Each applicant shall list whether they have special skills such as welding, layout, jobbing, drafting, estimating, coordination, supervision and any other recognized special skills in the plumbing trade and the number of years of experience.

7. Individuals who wish to register for referral may be required to submit proof of their experience, qualifications, and special skills through employment records, affidavits, or otherwise.

8. *First Category.*

A. Journeymen who:

- (1) Have five (5) or more years of experience in the plumbing trade.
- (2) Have successfully completed apprenticeship training in the plumbing trade under the Apprenticeship Program approved by the Federal Bureau of Apprenticeship Training, or a State Division of Apprenticeship Training, or a State Division of Apprenticeship Standards, or who have passed a competency examination given by the Union's Examining Board;
- (3) Are local residents of the geographical area constituting the normal construction labor market of the Greater Metropolitan Washington, D.C. area; and
- (4) For a period of at least one (1) of the last three (3) years:
 - (a) Have been employed by an Employer who has been bound or signatory to a contract with the Union, or
 - (b) Have had contributions made to the Union benefit trust funds on their behalf.

B. Journeymen who:

- (1) Have five (5) years of experience in the plumbing trade.
- (2) Have successfully completed apprenticeship training in the plumbing trade, including 1050 hours of classroom training under the Apprenticeship Program approved by the Federal Bureau of Apprenticeship Training, or a State Division of Apprenticeship Training or a State Division of Apprenticeship Standards.
- (3) Are local residents of the geographical area constituting the normal construction labor market for the Greater Metropolitan Washington, D.C. area, and
- (4) For a period of at least one (1) of the last three (3) years:
 - (a) Have been employed by an Employer who has been bound or signatory to a contract with the Union, or
 - (b) Have had contributions made to the Union benefit trust funds in their behalf.

9. *Second Category.*

A. Journeymen who:

- (1) Have five (5) years experience in the plumbing trade, and
- (2) Have successfully completed apprenticeship training in the plumbing trade, including at least 1050 hours in classroom training trade under the Apprenticeship Program approved by the Federal Bureau of Apprenticeship Training, or a State Division of Apprenticeship Training, or a State Division of Apprenticeship Standards or who have passed an equivalent competency examination given by the Union's Examining Board.

B. Journeymen who:

- (1) Have five (5) years of experience in the plumbing trade, and
- (2) Have successfully completed apprenticeship training in the plumbing trade, including at least 1050 hours in classroom training under an Apprenticeship Program approved by the Federal Bureau of Apprenticeship Training, or a State Division of Apprenticeship Training or a State Division of Apprenticeship Standards.

10. *Third Category.* Journeymen with five (5) or more years experience in the plumbing trade.

11. *Referral.* Except as provided in paragraph 13, 14 and 15, the Union shall refer applicants to the Employer upon the Employer's request by first referring applicants from the first category, in order of the dates they register their availability for employment, then from the second category, in order of the dates these applicants register, and then from the third category, in order of the dates these applicants register. Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions, or by any other aspect of union membership policies or obligations.

12. Requests by Employers for journeymen who are skilled in welding, layout, jobbing, drafting, estimating, coordination, supervision, or any other recognized special skills in the plumbing trade will be honored. The Union shall refer applicants to the Employer upon the Employer's request for special skill by first referring applicants with such skills from the first category, in order of the dates they register their availability for employment, then from the second category, in order of the dates these applicants register, and then from the third category, in order of the dates these applicants register.

13. The Union will honor requests by Employers for specific journeymen who have worked for any Employer bound by or signatory to a contract with

the Union. An Employer requesting a journeyman by name may do so by calling or writing the referral office.

14. Recognizing that the Employer and the Union have mutual responsibility for non-discriminatory hiring practices, it is agreed that the Union will make a good faith effort to furnish to the Employers, upon request, qualified minority or female journeymen and/or apprentices in order to comply with the requirements of Executive Order 11246 and the duly promulgated regulations of the Department of Labor implementing the Executive Order and the Civil Rights Act of 1964.
15. The Employer retains the right to reject any job applicant referred by the Union. The Employer shall be the sole judge as to the competency of the plumbers supplied by the Union.

APPENDIX "C"
MEMORANDUM OF UNDERSTANDING

between

Mechanical Contractors Association
of Metropolitan Washington, Inc.

and

Plumbers Local Union No. 5
United Association
Alcohol and Substance Abuse Policy

Effective January 6, 1997

ALCOHOL AND SUBSTANCE ABUSE POLICY

I. PREAMBLE

Alcohol and substance abuse is an issue that concerns us all and efforts are being made on many levels to create an environment that discourages this destructive problem. Being under the influence of prohibited drugs or alcohol poses unnecessary and unacceptable safety and health risks not only to the user but to all those who work with him or her. Plumbers Local Union No. 5 ("Union" or "Local 5") and the Mechanical Contractors Association of Metropolitan Washington Inc. ("MCAMW") have a vital interest in maintaining a work environment that promotes the safety, health, security and productivity of employees and, to that end, have agreed to the following Alcohol and Substance Abuse Policy.

Recognizing that it is the Employer's obligation to maintain a drug-free workplace, this Policy allows an Employer to conduct drug and/or alcohol testing. The specific conditions under which that testing may be performed are described in detail in this Policy and generally include pre-employment testing, post incident testing, reasonable cause testing, random testing, and contractually required testing. This Policy also sets forth the consequences to employees of reporting to or performing work under the influence of drugs and/or alcohol. The Union and the MCAMW recognize that drugs and alcohol present a serious health problem and encourage all employees to seek assistance for such problems.

While the MCAMW and the Union encourage signatory contractors to institute an Alcohol and Substance Abuse Policy for all of their employees, regardless of classification, this particular Policy is limited to MCAMW-member Employers and any other signatory Employer who employ employees represented by Local 5. For purposes of this Policy, the term "Employer" shall mean those contractors who employ employees represented by Local 5 and who are signatory to a collective bargaining agreement with Local 5. The term "employee" shall mean any individual currently employed by an Employer in a unit represented for purposes of collective bargaining by the Union, or any individual seeking to be employed by any such Employer in a Local 5-represented bargaining unit. The term "Collective Bargaining Agreement" shall mean the collective bargaining agreement executed by Local 5 and the MCAMW, which binds all MCAMW member contractors and any other contractor who executes a letter of assent agreeing to be bound by such agreement.

Upon execution, the Union will distribute this Policy to all members. Additionally, each Employer shall distribute this Policy to all new hires.

II. TESTING

A. Pre-Employment Testing

Employees may be tested as a condition of employment. Where an Employer institutes pre-employment testing for a job or jobs, all employees at such jobsite(s), including management and supervisory personnel, shall be subject to pre-employment drug-testing. Refusal to submit to testing means the prospective employee has withdrawn his or her application for employment.

B. Post Incident

All employees involved in an incident or accident as described below may be tested:

1. Incidents or accidents on Employer property or in the course of conducting Employer business that involve bodily injury to the employee, another employee or a third party that requires medical treatment beyond first aid;
2. Incidents or accidents on Employer property or in the course of conducting Employer business that involve major property damage to Employer property or a third party's property;
3. Possession of any drug/alcohol or relevant paraphernalia on or about Employer property.

C. Reasonable Cause Testing

An employee on the jobsite may be required to submit to a scientifically approved chemical and/or intoxilizer test to determine the existence of alcohol and/or prohibited drugs, if there is a reasonable, objective basis to believe that the employee is impaired on the jobsite. A reasonable, objective basis will exist under the following circumstances:

1. The employee's conduct or actions indicating alleged impairment shall be observed first-hand by two supervisors on the jobsite. The supervisors must document in writing their observations within 24 hours after their observation; and
2. A determination is made by a supervisor, who has successfully completed a bona-fide training session or sessions in drug or alcohol abuse, including with respect to signs and symptoms of prohibited drugs or alcohol use, that the employee's conduct is symptomatic of alcohol or drug impairment. The supervisor's determination must be based on specific and objective observations concerning the appearance, behavior, speech or breath odor of the employee which is characteristic of use of prohibited drugs or alcohol. Any supervisor designated to make determinations under this subsection shall be relieved of the responsibility for determining reasonable cause if, on three consecutive occasions, he / she concludes an employee may be

under the influence of alcohol and/or drugs, and that determination is found to be erroneous.

For purposes of this provision, a "supervisor" is defined as any managerial or supervisory employee, including a foreman.

D. Reinstatement Testing

All employees who have tested positive must test negative before returning to work. The return to work policy is referenced in the disciplinary section of this Policy.

E. Random Testing

The Employer may conduct random drug and alcohol testing so long as the Union is advised in writing at least two days prior to the initiation of any such program. At that time, the Union must also be notified of the manner in which and the frequency that employees will be selected for testing. If the Employer elects to conduct random testing, it shall implement a random method of selection. The selection method may be by computerized random selection or by any nondiscriminatory non-mechanical means. Regardless of the procedure utilized, each person subject to testing shall have an equal chance of being selected each time whether or not that employee has been selected before. An Employer which engages in random drug testing shall include all of its employees in such random drug testing, including office employees, managerial and supervisory employees. The Union shall be given the opportunity to observe the selection process.

F. Contractually Required Testing

Where it is a condition for bidding, access, or performance of a job or contract by an owner, client, general contractor, the Employer shall be permitted to engage in any drug or alcohol testing permitted by applicable federal and state law. This includes, but is not limited to, pre-employment testing, post-incident testing, reasonable cause testing, and random testing.

III. TESTING PROCEDURES

The following sets forth the procedures to be followed when intoxicant, urine and/or blood drug analysis is requested:

- A. The employee to be tested for reasonable cause or post incident shall be taken immediately to the laboratory or medical facility by his or her supervisor or the supervisor's designated representative.

- B. The employee will be required to sign the consent-and-release form attached to this Policy upon his/her employment with the Employer. Any employee who refuses to sign the consent-and-release form, refuses to go to the medical facility or laboratory, refuses to provide specimens or provides tampered specimens for testing, or otherwise fails to cooperate in the test procedure may be discharged.
- C. Testing of an injured employee will take place only if it will not jeopardize necessary medical attention for the employee.
- D. Employees subject to the requirement for testing may, at the total discretion of the Employer, for safety reasons be suspended, effective immediately, for the period of time required to process, screen, and confirm test results. If the test result is negative, the employee shall be immediately returned to work and made whole for any loss of pay.
- E. An employee whose drug/alcohol test reveals a positive result will receive copies of the following:
1. His or her test results;
 2. A copy of this Policy, which includes notice of the possible disciplinary actions an Employer may take; and
 3. A list of employee assistance programs for drug or alcohol abuse.
- F. A positive result for alcohol shall be the blood alcohol level established by the State or Federal law as prima facie evidence of driving under the influence of alcohol.
- G. A positive result for prohibited drugs and alcohol shall be as follows:

Drug or Intoxication	Initial/Screening Test Cutoff Limits	Confirmatory Test Cutoff Limits
Amphetamines	1,000 ng/mL	500 ng/ml
Barbiturates	200 ng/mL	200 ng/mL
Benzodiazepines	200 ng/mL	200 ng/mL
Cannabinoids	50 ng/mL	15 ng/mL
Cocaine	300 ng/mL	150 ng/mL
Methadone	300 ng/mL	300 ng/mL
Methaqualone	25 ng/mL	25 ng/mL
Opiates	300 ng/mL	300 ng/mL
Phencyclidine	25 ng/mL	25 ng/mL
Propoxyphene	300 ng/mL	300 ng/mL
Alcohol	Per Applicable law	Per Applicable law

H. All tests, which show a positive result on the drug analysis, must be confirmed by the testing of the same specimen using a technique known as gas chromatographs/mass spectrometry ("GS/MS"). If the GS/MS confirms the positive results, the employee will be notified as soon as possible by the independent Medical Review Officer ("MRO"). An employee may rebut a positive result with an additional test performed on the same specimen. The employee must notify the Employer or the MRO within two working days of notification of a positive test result that the employee wishes to have the specimen re-tested. The proper chain of custody and documentation must be adhered to by the second lab. The additional analysis must be performed at a laboratory satisfying standards approved by the Employer and shall be performed at the employee's own cost. If the Employer is satisfied that the initial analysis was in error, the Employer will accept the negative result and shall make whole the employee for any lost wages and other expenses reasonably incurred in connection with the test.

After testing and confirmation testing, the facility must retain a sufficient portion of the sample for independent re-testing and store that portion in a scientifically acceptable, preserved manner for one year.

I. Collection of specimens shall be by a physician or health care professional. Specimen containers shall be labeled with a number and the donor's signature and shall be closed with a tamper-proof seal initialed by the donor and collecting agent. The labeling shall be done in the employee's

presence, and a copy of the labeling or other information identifying the specimen shall be given to the employee upon request.

The specimen number and identifying information on the donor shall be entered on a log and signed by the collecting technician in the presence of the employee, and the employee shall initial the proper line on the log entry.

The volume of each sample shall be such that sufficient amounts will remain for both confirmation tests and independent testing.

Samples shall be stored in a scientifically secure manner. All handlers and couriers of the sample must complete entries and identify themselves on a proper chain of custody form.

J. Results shall be communicated in writing to the Employer's authorized representative within three (3) working days of the specimen's arrival at the laboratory. The laboratory may only report drug or alcohol concentrations if the appropriate test indicates that the specimen contains levels of substance(s) in violation of the standards set forth in this Policy. All such communications between the MRO and the Employer's authorized representative must be kept in strict confidence. Special attention to confidentiality must be observed at the jobsite.

K. After submitting to a drug and/or alcohol test, an employee may voluntarily provide the MRO with evidence indicating that a positive result from the test may be caused by the employee's ingesting of medication or drugs as prescribed by his/her physician. If such evidence is presented to and accepted by the MRO, a positive test result will not result in the disciplinary measures set forth in this Policy so long as the levels of the medication or drug revealed in the test do not exceed the permissible levels prescribed by the physician and otherwise demonstrate to the physician that the positive test result was not the product of taking and/or ingesting of prohibited substances.

L. The role of the MRO is as follows:

1. Reporting and review of laboratory test results will be by an MRO.
2. The MRO will be a licensed physician who has knowledge of substance abuse disorders.
3. The MRO will conduct the final review of all test results reported by the laboratory. Review of negative test results is administrative only.
4. The MRO review and verification of positive results will be required before results are reported to the Employer.
5. The MRO will contact the employee whose test result is positive and provide the employee an opportunity to discuss the results.

6. If the MRO cannot contact the employee within three days and after making three attempts, the Employer representative will be notified to contact the employee and advise the employee to contact the MRO. At this time no test results will be given to the Employer.
7. If, after twenty-four hours of being notified by the Employer to do so, the employee does not contact the MRO, the MRO will verify the positive test result to the Employer.
8. If the Employer cannot contact the employee within 3 working days, the employee may be subject to disciplinary action up to and including discharge.
9. Where there is evidence that the employee is avoiding contact by the MRO or the Employer, the employee may be subject to disciplinary action, up to and including discharge.
10. If the employee refuses to discuss the test results with the MRO, the test will be reported as positive to the Employer.
11. Appropriate procedures will be required by the MRO if the test result is positive for opiates to ascertain if there is a clinical reason for the positive test.
12. The MRO may notify the authorized Employer representative of results by telephone, computer interface and/or in writing.
13. The employee may request, through the MRO, a retest of the same specimen. This request must be made within two working days of being notified of a positive test result.

M. Confidentiality Requirements

1. Information on test results and the fact of testing shall be communicated only to those who must know the information in order to ensure safety and enforce the Policy's rules. Copies of all documents including test results and chain of custody forms, shall be delivered to the donor.
2. Information regarding an employee's drug test results or rehabilitation may be released only upon the written consent of the employee, except that such information must be released, where permitted by law:
 - a. regardless of consent to the DOT or the representative of a state agency upon request as part of an accident investigation;

- b. if the MRO believes the information could result in the medical disqualification of the employee under a DOT or other regulatory agency rule;
 - c. if the MRO believes that continued performance by the employee of his/her sensitive-safety function could pose a significant safety risk to the employee or to others; or
 - d. regardless of consent to the individual designated by the Washington, D.C. Joint Plumbing Apprentice Committee ("Committee"), but only with respect to tests administered to an apprentice(s) or helper(s) employed by the Employer who is participating in the Committee's Apprenticeship and Training Program, and only if such test(s) is determined to be positive. The Committee and its designee shall maintain the confidentiality of the test results, which shall be used to determine the apprentice's or helper's continued eligibility for participation in the Apprenticeship and Training Program.
- 3. Disclosure of information is limited to the Employer, the Committee (as expressly set forth in Section 2(d) above), or other regulatory agency. In the event that any disclosure is made, the Employer shall notify the employee of the contents of the disclosure, to whom the disclosure was made, and the purpose of the disclosure.
 - 4. Information disclosed pursuant to this Policy cannot be used for personnel matters except as provided for in this Policy, and in any event, shall be kept in a file separate from the employee's regular personnel file.
 - 5. Nothing contained in this subsection shall restrict access by the employee (and with his/her consent, the Union) or Employer to any records collected under this Policy for the purpose of the grievance and arbitration proceedings set forth in the collective bargaining agreement between the Union and any Employer.

N. The Employer shall compile a list of testing facilities. All such facilities must be certified by the U.S. Department of Health and Human Services to perform such testing, and must meet the minimum criteria established in the Mandatory Guidelines for Federal Workplace Drug Testing Programs published in the Federal Register. All medical personnel at the laboratory/testing facilities, and all other personnel and agents involved in the testing, shall adhere to the American Occupational Medical Association ("AOMA")'s Code of Ethical Conduct for Physicians Providing Occupational Medical Services, adopted by the Board of Directors of AOMA July 23, 1976, and AOMA Drug Screening in the Workplace Ethical Guidelines, adopted July 26, 1986.

IV. DISCIPLINARY ACTIONS

A. An employee who tests positive for drugs and/or alcohol pursuant to a properly implemented medical test, as described in Section III above, will receive verbal counseling with a written reprimand. The employee must enroll in a drug and/or alcohol rehabilitation or counseling program. The employee will be allowed to continue working provided he/she is capable of performing the work of a plumber, but will be re-tested within 30 days of the receipt of the results from the first test. If the second test or any subsequent test is positive, the employee may be discharged. If the second test is negative, the employee shall continue working.

B. Any employee who tests positive on a second or subsequent occasion shall be subject to appropriate disciplinary action including, but not limited to, suspension (with or without pay), and discharge with the right to apply for rehire within six months.

C. Discharge, with no right of rehire until after six months, may be final for:

1. Refusal to submit to testing;
2. Attempting to provide a specimen or providing a specimen for testing when there is evidence of any form of tampering or substituting of specimens;
3. Sale, transfer, manufacture or distribution of drugs/alcohol while on the Employer's property or jobsite, or while on property utilized by the Washington, D.C. Joint Plumbing Apprenticeship Committee for training.
4. Employee's failure to notify the Employer of his/her criminal conviction based upon the sale, transfer, distribution, or possession with the intent to distribute drugs/alcohol, where such notification is required by law.

D. Any finding of unfitness for duty and any discipline imposed under this Policy shall be subject to the grievance/arbitration procedure found in the Collective Bargaining Agreement.

V. OTHER CONDITIONS

A. The Employer, all of its medical personnel, supervisors and other personnel, shall adhere to all applicable federal and state laws or regulations governing substance and/or alcohol testing.

B. No employee shall be required to sign any waiver limiting liability of the Employer, the owner/client, testing laboratory or any person involved in the chain of custody of the specimen nor any consent abrogating any provision of this Policy.

C. The Union is not responsible for ascertaining or monitoring the drug- or alcohol-free status of any employee. Moreover, the Union is not responsible for informing Employers of the drug-free or alcohol-free status of any employee or potential employee. Employers wishing to obtain this information may conduct pre-employment or other drug and/or alcohol testing consistent with this Policy to ascertain such status.

D. Where testing is performed on the jobsite, the facility used for specimen collection shall be sanitary and sufficiently private so that there is no opportunity for other individuals on the jobsite to observe that a specimen is being collected.

E. The Association and the Union agree that a drug-free workplace is critically important and that drug abuse by any employee may seriously endanger workplace safety and negatively impact work performance. In order to be considered fit for duty, an employee must be drug free.

F. The Employers who administer drug tests pursuant to the Substance Abuse Policy set forth in Appendix C shall have the affirmative duty of notifying the Union in writing when an employee is denied employment or removed or laid off from employment because of a positive drug test.

G. Upon notification from an Employer that an employee has tested positive for drugs, such an employee shall be considered unfit for duty and also unfit for referral as follows:

1. For a first offense in a twelve-month period, the employee shall be ineligible for referral for a period of two weeks and after that two-week period of ineligibility for referral, fitness for duty and for referral shall be re-established by the employee's presentation of a certification from an approved laboratory that the employee has passed a drug test administered in accordance with the guidelines of Appendix C. The cost of such drug test shall be borne by the employee.
2. For a second offense in a twelve-month period, the employee shall be ineligible for referral for a period of thirty days and after that fitness for duty and for referral shall be re-established by the employee's presentation of certification from an approved laboratory that the employee has passed a drug test administered in accordance with the guidelines of appendix C. The cost of such drug test shall be borne by the employee.
3. For a third offense in a twelve-month period, the employee shall be ineligible for referral for a period of six months and after that fitness for duty and for referral shall be re-established by the employee's presentation of a certification from an approved laboratory that the employee has passed a drug test administered in accordance with the guidelines of Appendix C. The cost of such drug test shall be borne by the employee.

- H. Employers who hire employees directly rather than as the result of a referral from the Union, shall have the right to contact the Union to ascertain if an applicant is fit for duty or referral under this Article.
- I. Employers will provide language to the Local Union holding the Local Union harmless from any legal ramifications resulting from the implementation of this policy that is outside the Local Union's control.

CONSENT AND RELEASE FORM

I have been given a copy of the Local 5/MCAMW Substance and Alcohol Abuse Policy ("Policy"). I have read the Policy and understand its contents.

As a condition of employment, I applicant/employee (circle one), hereby consent to submit to such urinalysis, blood test and/or other tests as shall be determined by _____ (name of Employer) for the purposes of determining the presence of prohibited drugs or alcohol. I agree that any specimens collected for these tests may be forwarded by the Employer to an approved testing laboratory for analyses. I further agree to and hereby authorize the release of the results of said tests to the Employer, its agents, servants and employees, as set forth in the Policy. If I am an Apprentice or a Helper, I further agree to authorize the release of any tests performed by an Employer or by a substance or alcohol rehabilitation program in which I am enrolled to the Washington, D.C. Joint Plumbing Apprentice Committee.

I understand that my refusal to submit to testing as required and/or permitted under the Policy or falsification of a test, or a positive test result will remove me from the selection process and from consideration for employment.

I have carefully read the foregoing Consent and Release Form and fully understand its contents. I acknowledge that my signing this Consent and Release Form is a voluntary act on my part and that I have not been coerced into signing this document by anyone.

Name of Applicant/Employee

Social Security Number

Signature

Date

Witness (Print Name)

Witness Signature

Date

**SUPPLEMENTAL SERVICE
AGREEMENT**
between
Mechanical Contractors Association of
Metropolitan Washington, Inc.
and
Plumbers Local Union No. 5
United Association

Effective September 1, 2001 through July 31, 2004

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CHAPTER I
Articles of Supplemental Service Agreement

This Agreement, entered into this First day of September, 2001, by and between the Mechanical Contractors Association of Metropolitan Washington, Inc., hereinafter called the "Employer" and in behalf of all contractor members of said Association, and Local Union No. 5 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada (AFL-CIO), hereinafter known as the "Union", shall be a supplement to and become part of the agreement entered into by the Employer and the Union effective September 1, 2001 to July 31, 2004 (hereinafter referred to as the "Basic Agreement").

WHEREAS, The Employer and Union desire to mutually establish and stabilize hours and working conditions for journeymen and apprentices employed by said Employer for plumbing equipment service, maintenance and operation.

NOW, THEREFORE, the Employer and the Union, in consideration of the mutual premises and covenants hereto contained, mutually agree that all contractor members of the Employer and other non-member contractors signatory to the Basic Agreement who maintain separate Service Departments, or whose business is service or maintenance work may apply the terms of this Supplemental Agreement where inconsistent with the Basic Agreement.

1.1 RECOGNITION

ARTICLE I
Recognition

1. The Employer recognizes the Union as the sole and exclusive bargaining representative for all Plumbing Equipment Service and Maintenance Journeymen who are hereinafter called "Journeymen", all Plumbing Equipment Service and Maintenance Apprentices hereinafter called "Apprentices" in the employ of the Employer in respect to wages, hours and other terms and conditions of employment, on any work in the plumbing equipment service and maintenance industry described in this Agreement.

2. The Union also recognizes the Association as the sole and exclusive collective bargaining representative for Employers performing work which comes within the trade and territorial jurisdiction of the Union.

1.2 GEOGRAPHICAL TERRITORY

ARTICLE II Geographical Territory

3. The territorial jurisdiction covered by this Agreement includes: District of Columbia; the counties of Montgomery, Prince Georges, Charles, St. Mary's, Calvert and part of Anne Arundel, all in the state of Maryland, and the counties of Arlington, Fairfax, Prince William, Loudoun, Fauquier, Clarke, Stafford, parts of King George, Warren, Frederick and Westmoreland, the cities of Alexandria, Falls Church, Fairfax City, Winchester and Fredericksburg, all in the State of Virginia.

1.3 SCOPE OF WORK, PLUMBING SERVICE AND MAINTENANCE

ARTICLE III Scope of Work, Plumbing Service and Maintenance

4. Plumbing service and maintenance work is the work normally performed by service Employer, either by contract or on an emergency call basis, who is equipped to handle all work relative to start-up, inspection, operating, maintenance and service calls necessary to keep a mechanical system of plumbing in operational order.

5. Service and maintenance shall include all the replacing, maintaining, cleaning, adjusting, repairing, overhauling, starting and balancing of any existing system or component part thereof, in an occupied structure regardless of size or location, including all other service and maintenance work assigned to the Employer by the owner.

6. The installing of new fixtures under the scope of service and maintenance, as previously defined, shall be limited to a maximum of ten on any one job, unless excepted by special permission of the Business Manager in writing.

7. Non-bargaining unit employees of the Employer or the Employer's vendors or contractors may perform work of a technical nature related to diagnosing problems or for the purpose of instruction and training only.

8. This service agreement may also be used for all speculative residential single family houses, or a single family residential development under one roof, which does not exceed four stories in height, regardless of number of units, and all site utilities, lawn sprinkler systems, etc., in connection with same.

9. This service agreement covers fast food chains, tenant work in shopping malls, small stores, gasoline stations, and other such light commercial work.

1.4 MANAGEMENT RIGHTS

ARTICLE IV Management Rights

10. The management of the Employer's business, including but not limited to the direction of the working force, the right to hire, to plan, direct, control and schedule all operations (including the scheduling of the work force), the right to establish, eliminate, change or introduce new or improved methods, machinery, quality standards, or facilities is the sole and exclusive prerogative and responsibility of the Employer. All rights not specifically nullified by this Agreement are retained by the Employer.

11. The Employer is vested with the right to relieve employees from duty because of lack of work or other legitimate reasons, to promote, suspend, demote, transfer or discharge for cause in line with this Agreement.

12. The Union shall not sanction any employee performing any work covered under this Agreement after his regular working hours for other than his current Employer.

13. Because of the nature of work conditions where employees are before the general public, it shall be an option of the Employer to supply or buy Company work uniforms, to be maintained by the employees and worn during working hours. Neat and clean appearance by employees during working hours will be enforced by the Employer.

1.5 CLASSIFICATION OF EMPLOYEES

ARTICLE V Classification of Employees

14. Plumbing Equipment Service and Maintenance Journeymen must be skilled craftsmen in their trade, and have a minimum of five (5) years actual, practical working experience in the plumbing and pipefitting and/or plumbing equipment service and maintenance industry. They shall be allowed to perform all of the work covered under this Agreement.

15. Plumbing Equipment Service and Maintenance apprentices shall be governed by this Agreement, except that they shall, after their first year of apprenticeship, be allowed to perform all work limited only by their capabilities, and defined as being work in the plumbing equipment service and maintenance field, and they shall be under the direction of a qualified journeyman. They shall be allowed to assume journeyman duties upon entering their third year of apprenticeship at the respective apprentice rate of pay.

1.6 LABOR SUPPLY

ARTICLE VI Labor Supply

16. In carrying out the Agreement, the parties hereby agree each with the other as to work and employment as follows:

17. As a term and condition of employment, the Union agrees to furnish and supply all necessary plumbers, and apprentices as are required provided that all work designated in the working rules and Trade Jurisdiction of the Union is contracted for, assigned to and performed by plumbers and apprentices. The Employer shall be the sole judge as to the competency of the plumbers and apprentices so supplied by the Union.

18. Recognizing that Employers and the Union have mutual responsibility for non-discriminatory hiring practices, it is agreed that the Union shall furnish to the Employers, when requested, qualified minority journeymen and/or apprentices in compliance with the requirements of Executive Order 11246, the Civil Rights Act of 1964, and the imposed Washington Plan or any plan imposed by the Federal and/or local government within the jurisdiction of Local Union #5.

19. If, upon request, the Local Union is unable within 48 hours to supply qualified journeymen, the Employer may secure qualified journeymen from any other source.

1.7 SUPERVISION

ARTICLE VII Supervision

20. On any specific job employing four (4) or more men, up to and including ten, one shall be designated foreman.

1.8 HOURS OF WORK, OVERTIME, SHIFT WORK, STANDBY AND MAKEUP

ARTICLE VIII Hours of Work, Overtime, Shift Work, Standby and Makeup

21. *Hours of Work.* The regular eight-hour workday may be scheduled during the hours between 6:00 a.m. and 5:30 p.m., including Saturday and Sunday. Should Saturday and Sunday be included, these two days shall be paid at the base rate plus 15%. Work may be scheduled at any time provided

that the employee is paid one and one-half times the scale for each hour beyond forty (40) hours worked in one week, or eight (8) hours in any one day.

22. By mutual consent of the Employer, employee and Union, a ten (10) hour day, four (4) day workweek may be scheduled, including Saturday and Sunday. Should Saturday and Sunday be included, these two days shall be paid at the base rate of 15%. The employee shall be paid one and one-half times the base rate for each hour worked over the scheduled 10 hours in any one day and beyond 40 hours in a scheduled workweek.

23. In order to explore and or expand work opportunities by mutual consent of the Employer and the Union the starting time and quitting time as well as the work period of any employee may be set or changed.

24. The Employer shall give one (1) hour's notice of layoff to an employee to enable said employee to return the tools of the Employer that are in his possession and to gather his personal effects.

25. *Overtime.* All overtime worked shall be a time and one-half. The employee must work forty (40) hours at regular standard rate of pay, Monday through Friday, in order to qualify for the overtime rates Monday through Saturday. This forty (40) hour requirement shall not apply if the employee is available to work during the standard workday but is not assigned such work by the Employer. Saturday hours may be used to complete the forty (40) hours requirement, at the option of the employee. The employee will not be penalized for time off for the following circumstances: prior notification to the employer; death in the immediate family; disabling job injury; major illness; vacation time; or a holiday recognized in the Agreement. These exceptions shall also apply on a pre-established work schedule of four (4) days at ten (10) hours. Hours worked on paid holidays shall be paid at double time and one-half the base rate of pay.

26. The recognized holidays within this agreement shall be New Year's Day, President's Day (formerly George Washington's Birthday) Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day, also in the year 2003 Martin Luther King Jr.'s Birthday. If an employee works the day after Thanksgiving and President's Day for the same employee, he must be paid time and one-half for one of the day's worked.

27. Paid holidays effective September 1, 2001 through July 31, 2002 are: Labor Day, Christmas Day and New Year's Day.

28. Paid holidays effective August 1, 2002 through July 31, 2003 are: Labor Day, Christmas Day, New Year's Day, the Fourth of July, Thanksgiving Day and the day after Thanksgiving Day (or President's Day optional for service work only – must take one or the other, not both).

29. Paid holidays effective August 1, 2003 through July 31, 2004 are: Labor Day, Veterans' Day Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day, the Fourth of July, Thanksgiving Day and the

day after Thanksgiving (or President's Day optional for service work only – must only take one or the other, not both).

30. In 2002 it is agreed that Martin Luther King Jr.'s Birthday be declared as a day of celebration and employees at their option may work it as a regular day or may be excused from work without pay on the day the Federal government observes Martin Luther King Jr.'s Birthday as a holiday. In the year 2003 it will be observed as a non-paid holiday: In the year 2004 it will be declared as a paid holiday.

31. An employee must work for an Employer two weeks prior and the week following the holiday in order to qualify for a paid holiday. The employee must work the forty (40) hours at the standard rate of pay, Monday through Friday, in order to qualify for the paid holiday. The forty (40) hour requirement shall not apply if the employee is available to work during the standard work day but is not assigned such work by the Employer. If the employee does not meet the above requirements the Employer can deduct that holiday pay from the next regular scheduled paycheck. The holiday will be paid in the payroll period in which the holiday falls. No fringes are paid on the holidays unless hours are worked.

32. The employee will not penalized for time off for the following circumstances: prior notification to the Employer; death in the immediate family; disabling job injury; major illness or scheduled time off. These exceptions shall also apply on a pre-established work schedule of four (4) days at ten (10) hours. If an Employer lays an employee off during the two weeks prior to the holiday, the employee is entitled to the paid holiday. If an employee is hired and had previously been unemployed prior to the two weeks proceeding the holiday, the Employer shall pay the employee for that holiday. If an employee is fired for cause the Employer does not have to pay the employee for the holiday.

33. It is agreed that Inauguration Day be declared as a day of celebration, and employees at their option make work it as a regular day or may be excused from work without pay on the day the Federal Government observes Inauguration Day as a holiday.

34. The above named holidays shall be on the same day as designated for said holidays by the Federal Government for Federal Employees.

35. If a paid holiday is worked it will be paid at double time and one-half the base rate of pay.

36. Employees will be granted his/her full pay for one (1) day off to attend the funeral of his/her spouse, mother, father and/or his/her children.

37. Shifts:

a. By mutual consent of the Employer, employee and the Union, any consecutive five (5) days of work may be scheduled, including Saturday,

Sunday and holidays. Saturday, Sunday and holidays shall be paid at the base rate plus 15%. The employee working overtime shall be paid in accordance with paragraph 25.

b. By mutual consent of the Employer, employee and the Union, any consecutive four (4) days of work may be scheduled, including Saturday, Sunday and holidays. Saturday, Sunday and holidays shall be paid at the base rate plus 20%. The employee working overtime shall be paid in accordance with paragraph 25.

c. By mutual consent of the Employer, employee and the Union, any consecutive three (3) days of work may be scheduled, including Saturday, Sunday and holidays. Saturday, Sunday and holidays shall be paid at the base rate plus 25%. The employee working overtime shall be paid in accordance with paragraph 25.

38. When so elected by the Employer, multiple shifts on a temporary basis may be worked. When two (2) or three (3) shifts are worked, the first shift shall be the day shift and shall be established on an eight (8) hour basis, the second and third shifts shall be on an eight (8) hours basis paid at a rate of 15% above the hourly rate of the first shift. Temporary shift shall be a minimum of five (5) consecutive days.

39. *Standby*. Standby beyond the regular work schedule shall be agreed upon by Employer and employee.

40. *Make-Up Day*. A day lost during the regularly scheduled work week may be made up on Saturday at the straight time rate up to eight (8) hours for that day and forty (40) hours for that week mutually agreed upon by Employer and employee. No recrimination shall be taken against any individual who does not work the make-up day.

1.9 WAGES

ARTICLE IX
Wage and Fringe Benefits Payments

41. Wage and Fringe Benefits payments September 1, 2001 through July 31, 2002

	Journeyman	Supplemental Service Agreement				
		1st Year Apprentice 45%	2nd Year Apprentice 55%	3rd Year Apprentice 65%	4th Year Apprentice 75%	5th Year Apprentice 80%
Straight time	\$26.82	\$12.07	\$14.75	\$17.43	\$20.12	\$21.46
Time and One-Half ...	\$40.23	\$18.11	\$22.13	\$26.15	\$30.18	\$32.19
Double Time	\$53.64	\$24.14	\$29.50	\$34.86	\$40.24	\$42.92
Shift Work	\$30.84	\$13.88	\$16.96	\$20.05	\$23.14	\$24.68
- 5 or more Days						
Shift work - 4 Days ...	\$32.18	\$14.48	\$17.70	\$20.92	\$24.14	\$25.75
Shift work - 3 Days ...	\$33.53	\$15.09	\$18.44	\$21.79	\$25.15	\$26.83
Employer Contributions						
Medical Fund	\$3.08	\$3.08	\$3.08	\$3.08	\$3.08	\$3.08
Pension Fund	\$3.50	\$0.20	\$0.35	\$0.60	\$0.60	\$0.60
Retirement Savings ...	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
Apprenticeship Fund ...	\$0.46	\$0.46	\$0.46	\$0.46	\$0.46	\$0.46
Industry Fund	\$0.09	\$0.09	\$0.09	\$0.09	\$0.09	\$0.09
Promotional Fund	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04
Int. Training Fund	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
Deduction from Wages						
Vacation Fund	\$0.50	\$0.00	\$0.00	\$0.50	\$0.50	\$0.50
Dues Check-Off	\$1.00	\$0.26	\$0.26	\$0.70	\$0.70	\$0.85
Shift Work Schedule						
Shift Work	\$30.84	\$13.88	\$16.96	\$20.05	\$23.14	\$24.68
-5 Days or more						
Time and One-Half ...	\$46.26	\$20.82	\$25.44	\$30.08	\$34.71	\$37.02
Double Time	\$53.64	\$24.14	\$29.50	\$34.86	\$40.24	\$42.92
Shift Work - 4 Days ...	\$32.18	\$14.48	\$17.70	\$20.93	\$24.14	\$25.75
Time and One-Half ...	\$48.27	\$21.72	\$26.55	\$31.38	\$36.21	\$38.63
Double Time	\$53.64	\$24.14	\$29.50	\$34.86	\$40.24	\$42.92
Shift Work - 3 Days ...	\$33.53	\$15.09	\$18.44	\$21.79	\$25.15	\$26.83
Time and One-Half ...	\$50.30	\$22.64	\$27.66	\$32.69	\$37.73	\$40.25
Double Time	\$53.64	\$24.14	\$29.50	\$34.86	\$40.24	\$42.92
Total Package						
(Straight Time)	\$35.54	\$17.49	\$20.32	\$23.25	\$25.94	\$27.82

42. Wage and Fringe Benefits increase for August 1, 2002 through July 2003:

	Journeyman	Supplemental Service Agreement				
		1st Year Apprentice 45%	2nd Year Apprentice 55%	3rd Year Apprentice 65%	4th Year Apprentice 75%	5th Year Apprentice 80%
Straight time	\$27.67	\$12.45	\$15.22	\$17.99	\$20.75	\$22.14
Time and One-Half	\$41.51	\$18.68	\$22.83	\$26.99	\$31.13	\$33.21
Double Time	\$55.34	\$24.90	\$30.44	\$35.98	\$41.50	\$44.28
Shift Work	\$31.82	\$14.32	\$17.50	\$20.69	\$23.86	\$25.46
- 5 or more Days						
Shift work - 4 Days	\$33.20	\$14.94	\$18.26	\$21.59	\$24.90	\$26.57
Shift work - 3 Days	\$34.59	\$15.56	\$19.03	\$22.49	\$25.94	\$27.68
Employer Contributions						
Medical Fund	\$3.58	\$3.58	\$3.58	\$3.58	\$3.58	\$3.58
Pension Fund	\$3.65	\$0.20	\$0.35	\$0.60	\$0.60	\$0.60
Retirement Savings	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
Apprenticeship Fund	\$0.46	\$0.46	\$0.46	\$0.46	\$0.46	\$0.46
Industry Fund	\$0.09	\$0.09	\$0.09	\$0.09	\$0.09	\$0.09
Promotional Fund	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04
Int. Training Fund	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
Deduction from Wages						
Vacation Fund	\$0.50	\$0.00	\$0.00	\$0.50	\$0.50	\$0.50
Dues Check-Off	\$1.00	\$0.26	\$0.26	\$0.70	\$0.70	\$0.85
Shift Work Schedule						
Shift Work-15%	\$31.82	\$14.32	\$17.50	\$20.69	\$23.86	\$25.46
- 5 or more DAYS						
Time and One-Half	\$47.73	\$21.48	\$26.25	\$31.04	\$35.79	\$38.19
Double Time	\$55.34	\$24.90	\$30.44	\$35.98	\$41.50	\$44.28
Shift Work: 20%	\$33.20	\$14.94	\$18.26	\$21.59	\$24.90	\$26.57
- 4 DAYS						
Time and One-Half	\$49.80	\$22.41	\$27.39	\$32.39	\$37.35	\$39.86
Double Time	\$55.34	\$24.90	\$30.44	\$35.98	\$41.50	\$44.28
Shift Work: 25%	\$34.59	\$15.56	\$19.03	\$22.49	\$25.94	\$27.68
- 3 DAYS						
Time and One-Half	\$51.89	\$23.34	\$28.55	\$33.74	\$38.91	\$41.52
Double Time	\$55.34	\$24.90	\$30.44	\$35.98	\$41.50	\$44.28
Total Package						
(Straight Time)	\$37.04	\$18.37	\$21.29	\$24.31	\$27.07	\$28.46

43. Wage and Fringe Benefits increase for August 1, 2003 through July 31, 2004

	Journeyman	Supplemental Service Agreement				
		1st Year Apprentice 45%	2nd Year Apprentice 55%	3rd Year Apprentice 65%	4th Year Apprentice 75%	5th Year Apprentice 80%
Straight time	\$28.22	\$12.70	\$15.52	\$18.34	\$21.17	\$22.58
Time and One-Half . . .	\$42.33	\$19.05	\$23.28	\$27.51	\$31.76	\$33.87
Double Time	\$56.44	\$25.40	\$31.04	\$36.68	\$42.34	\$45.16
Shift Work 15%	\$32.45	\$14.61	\$17.85	\$21.09	\$24.35	\$25.97
- 5 or more Days						
Shift Work - 20%	\$33.86	\$15.24	\$18.62	\$22.01	\$25.40	\$27.10
- 4 Days						
Shift Work - 25%	\$35.28	\$15.88	\$19.40	\$22.93	\$26.46	\$28.23
- 3 Days						
Employer Contributions						
Medical Fund	\$4.33	\$4.33	\$4.33	\$4.33	\$4.33	\$4.33
Pension Fund	\$3.85	\$0.20	\$0.35	\$0.60	\$0.60	\$0.60
Retirement Savings . . .	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
Apprenticeship Fund . . .	\$0.46	\$0.46	\$0.46	\$0.46	\$0.46	\$0.46
Industry Fund	\$0.09	\$0.09	\$0.09	\$0.09	\$0.09	\$0.09
Promotional Fund	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04
Int. Training Fund	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
Deduction from Wages						
Vacation Fund	\$0.50	\$0.00	\$0.00	\$0.50	\$0.50	\$0.50
Dues Check-Off	\$1.00	\$0.26	\$0.26	\$0.70	\$0.70	\$0.85
Shift Work Schedule						
Shift Work-15%	\$32.45	\$14.61	\$17.85	\$21.09	\$24.35	\$25.97
- 5 or more DAYS						
Time and One-Half . . .	\$48.68	\$21.92	\$26.78	\$31.64	\$36.53	\$38.96
Double Time	\$56.44	\$25.40	\$31.04	\$36.68	\$42.34	\$45.16
Shift Work: 20%	\$33.86	\$15.24	\$18.62	\$22.01	\$25.40	\$27.10
- 4 DAYS						
Time and One-Half . . .	\$50.79	\$22.86	\$27.93	\$33.02	\$38.10	\$40.65
Double Time	\$56.44	\$25.40	\$31.04	\$36.68	\$42.34	\$45.16
Shift Work: 25%	\$35.28	\$15.88	\$19.40	\$22.93	\$26.46	\$28.23
- 3 DAYS						
Time and One-Half . . .	\$52.92	\$23.82	\$29.10	\$34.40	\$39.69	\$42.35
Double Time	\$56.44	\$25.40	\$31.04	\$36.68	\$42.34	\$45.16
Total Package						
(Straight Time)	\$38.54	\$19.37	\$22.34	\$25.41	\$28.24	\$29.65

44. Rates for Supervisors who have completed the certified joint Association and Union training Program are reflected in the following paragraphs. This rate may be negotiated between Employer and employee.

45. Foreman. On jobs with four journeymen and/or apprentices, up to and including ten, there shall be a foreman paid a minimum of \$1.00 per hour if uncertified and \$2.00 per hour if certified in the addition to journeyman's wage.

46. On jobs with eleven up to and including 20 journeymen and/or apprentices there shall be one general foreman paid a minimum of \$1.25 per hour if uncertified and \$2.25 per hour if certified in addition to journeyman's wage. Also, one foreman shall be paid a minimum of \$1.00 per hour if uncertified and \$2.00 per hour if certified in addition to journeyman's wage.

47. On jobs with twenty-one up to and including 30 journeymen and/or apprentices, there shall be one general foreman whose wages are negotiated between Employer and employee, but not less than \$1.25 per hour if uncertified and \$2.25 per hour if certified in addition to journeyman's wage. Also, two foremen shall be paid a minimum of \$1.00 per hour if uncertified and \$2.00 per hour if certified in addition to journeyman's wage. On jobs with 31 or more men, the General Foreman shall be paid a minimum of \$1.25 if uncertified and \$2.25 if certified in addition to journeyman's wage. All foremen shall be paid a minimum of \$1.00 per hour if uncertified and \$2.00 per hour if certified in addition to journeyman's wage and direct no more than 15 men.

48. *Maintenance Helper*: there is hereby established a classification of employees which may be employed by Employers to perform certain unskilled plumbing service work covered by this Agreement as follows:

- (a) Loading, unloading, distribution and stockpiling of pipe, materials and equipment, including the relocation of stockpiles, at job sites.
- (b) Loading and unloading of tools at job site.
- (c) Setting up and tearing down of scaffolds, etc.
- (d) Cleaning of fixtures and equipment.
- (e) Sweeping and removal of debris.
- (f) Assisting a journeyman with the installation of exterior sewers, including bell-holing, crumbling, etc.
- (g) Assisting a journeyman with the installation of lawn sprinkling systems and sewer cleaning.
- (h) Any other such work as may be agreed to by the Business Manager.

49. The Employer agrees that he will not permit any employee under this classification to perform other work than outlined above.

50. A Maintenance Helper may be assigned to each shop covered by this Agreement. Thereafter, a ratio of four journeymen, 1 apprentice and 1 helper

must be maintained, and two apprentices must be hired before the second helper, third apprentice before third helper, etc.

51. *Wages:* The Maintenance Helper shall be paid the wage of Helper 1. Contributions to the Medical Fund and Industry Fund shall be made on the Maintenance Helper.

52. It shall be the responsibility of the job foreman to fill out the apprentice job evaluation reports each month. When an apprentice fails to receive an evaluation of average or above the job foreman will counsel said apprentice in the areas that need improvement. If there is no job foreman the Employer will instruct a designated Employer's representative to fill out the evaluation card.

53. All foremen are to provide the manpower information as outlined on self-addressed, stamped post cards which will be furnished by the Local Union. Said post cards to be mailed by the first day of each month.

1.10 PAYDAYS

ARTICLE X Paydays

54. All terms and conditions of Article XXIV of the Basic Construction Agreement apply to this article.

1.11 PLUMBERS AND PIPEFITTERS MEDICAL FUND

ARTICLE XI Plumbers and Pipefitters Medical Fund

55. All terms and conditions of Article XXVII of the Basic Construction Agreement apply to this Article.

1.12 PLUMBERS AND PIPEFITTERS NATIONAL PENSION FUND

ARTICLE XII Plumbers and Pipefitters National Pension Fund

56. All terms and conditions of Article XXVIII of the Basic Construction Agreement apply to this Article.

1.13 PLUMBERS AND GASFITTERS RETIREMENT SAVINGS FUND

ARTICLE XIII
Retirement Savings Fund

57. All terms and conditions of Article XXIX of the Basic Construction Agreement apply to this Article.

1.14 PLUMBERS AND PIPEFITTERS APPRENTICESHIP FUND

ARTICLE XIV
Plumbers and Pipefitters Apprenticeship Fund

58. All terms and conditions of Article XXX of the Basic Construction Agreement apply to this Article.

1.15 PLUMBERS AND PIPEFITTERS VACATION FUND

ARTICLE XV
Plumbers and Pipefitters Vacation Fund

59. All terms and conditions of Article XXXI of the Basic Construction Agreement apply to this Article.

1.16 COMMUNICATION AND PRODUCTIVITY FUND

ARTICLE XVI
Communication and Productivity Fund

60. All terms and conditions of Article XXXII of the Basic Construction Agreement apply to this Article.

1.17 TRUSTEESHIP

ARTICLE XVII
Trusteeship

61. All terms and conditions of Article XXXIII of the Basic Construction agreement apply to this Article.

1.18 INDUSTRY FUND

ARTICLE XVIII Industry Fund

62. All terms and conditions of Article XXXIV of the Basic Construction Agreement apply to this Article.

1.19 DUES CHECK-OFF

ARTICLE XIX Dues Check-off

63. All terms and conditions of Article XXXV of the Basic Construction Agreement apply to this Article.

1.20 PAYMENTS TO THE TRUST FUNDS

ARTICLE XX Payments to the Trust Funds

64. All terms and conditions of Article XXXVI of the Basic Construction Agreement apply to this Article.

1.21 TOOLS

ARTICLE XXI Tools

65. Hand tools required for the employee in the performance of his duties as outlined may be furnished by the Employer. Employees shall be responsible for tools, equipment, vehicles, instruments, etc., supplied by Employer, provided mutual security arrangements are made. Tools supplied by the Employer to the employee which are broken, damaged or stolen shall be repaired or replaced by the Employer when such broken or damaged tools are turned back to the Employer. Establishment of carelessness or negligence on the part of the employee shall make the employee liable for replacement of lost or stolen tools. Employee to furnish his own rule and pump pliers. If employee prefers alternative measuring device, he may furnish his preference up to but not to exceed 25 foot tape.

1.22 VACATIONS

ARTICLE XXII Vacations

66. Vacations shall be scheduled by mutual consent of the Employer and employees, however, because of the seasonal nature of this work, off-season months shall be utilized on this scheduling as much as possible.

1.23 CONFERENCE BOARD

ARTICLE XXIII Conference Board

67. All terms and conditions of Article X of the Basic Construction Agreement shall apply to this Article.

1.24 GRIEVANCE AND ARBITRATION PROCEDURE

ARTICLE XXIV Grievance and Arbitration Procedure

68. All terms and conditions of Article XI of the Basic Construction agreement shall apply to this Article.

1.25 WORKERS' COMPENSATION

ARTICLE XXV Workers' Compensation

69. Every individual Employer will carry Workers' Compensation Insurance and such other liability insurance as may be required by the laws of the District of Columbia and any other state which is within the territorial jurisdiction of Local #5. Every Employer shall furnish satisfactory proof to the Union that they carry such Workers' Compensation Insurance and other liability insurance. Every Employer shall also furnish satisfactory proof to the Union that such insurance policies carry provisions which require the benefit payments provided therein to be paid at least once each month.

70. In addition to the Workers' Compensation Insurance as required by law, Employers are required to contribute five cents (5¢) for each hour worked to the Plumbers and Pipefitters Medical Fund to cover a supplemental medical insurance which will be paid in addition to the Workers' Compensation Insurance. This five cents (5¢) payment is part of the payment to the Medical Fund as per Article XXI of the Basic Construction Agreement. This Supplemental Insurance should in no way be construed as providing workers' compensation coverage as required by the law of the District of Columbia, but

is provided as an additional benefit for any employee whose claim does not qualify as one falling within the jurisdiction of the District of Columbia Workers' Compensation Law. The parties agree that the contribution rate may increase more than once during the term of this Agreement but in no event will the total contribution for the Workers' Compensation Supplement exceed seven cents (7¢) per hour.

1.26 EMERGENCY SERVICE DURING WORK STOPPAGE

ARTICLE XXVI **Emergency Service During Work Stoppage**

71. In the event of an area strike at the expiration of this Agreement the Union shall furnish men during the period of the strike to the Employer for performance of his service and maintenance operation to comply with his contract with the customer, and for the performance of emergency service work, whereby it affects the public health and welfare and then only on equipment usually maintained or serviced by the Employer. Any employee working under the conditions of this paragraph shall be bound by wages and conditions of the duly negotiated Agreement on its effective date.

1.27 MODIFICATIONS, DURATION AND TERMINATION

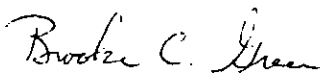
ARTICLE XXVII **Modifications, Duration and Termination**

72. The provisions of the Basic Agreement between the Mechanical Contractors Association of Metropolitan Washington, Inc. and Plumbers Local No. 5, which are not in conflict with the provisions of this Supplemental Agreement shall be in full force and effect on all work performed by the Employer under this Supplemental Agreement.

73. It is understood and agreed between the signatories that this Supplemental Agreement shall be in force immediately as of September 1, 2001, and shall continue in force and effect until midnight, July 31, 2004. If notice to terminate or amend the Basic Agreement is given by either party in accordance therewith, such notice shall be automatically applicable to this Supplemental Agreement also, without specific reference hereto. Should either the Employer or the Union desire a change in this Supplemental Agreement upon its expiration, a notice in writing must be given by the respective agreeing participants, each to the other, on or before May 1, 2004. If no changes are requested, then this Supplemental Agreement shall be self-renewing for period of one (1) year from midnight of July 31, 2004.

74. IN WITNESS THEREOF, these parties by their duly authorized representatives, agree and subscribe to the foregoing.

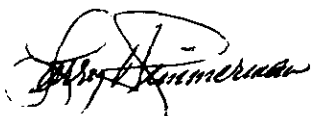
For: MECHANICAL CONTRACTORS ASSOCIATION OF METROPOLITAN WASHINGTON, INC.:



Brooke C. Greer



Michael A. Mack

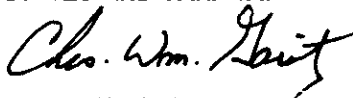


Larry H. Zimmerman

For: PLUMBERS LOCAL UNION NO. 5, UNITED ASSOCIATION OF JOURNEYMAN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA:



Thomas A. Chaisson



Charles W. Garity



John E. McKee, Jr.



James J. Ebel

SPECULATIVE AGREEMENT "B"
between
Mechanical Contractors Association
of Metropolitan Washington, Inc.
and
Plumbers Local Union No. 5
United Association

Effective September 1, 2001, through July 31, 2004

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CHAPTER 1

Articles of Speculative Agreement "B"

Speculative Agreement "B"

This Supplemental Agreement is an addendum to our current Agreement dated September 1, 2001, between the Mechanical Contractors Association of Metropolitan Washington, Inc., hereinafter called the "Association" (and/or "Employer"), and the Plumbers Local Union No. 5 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada (AFL-CIO), hereinafter called the "Union".

Whereas the Association and the Union are mutually desirous that certain existing regulations should be suspended, except, and/or substituted in order that the signatories hereto are enabled to become more competitive on certain type of work in geographical jurisdiction, the Association and the Union, in consideration of the mutual premises and covenants herein contained, mutually agree as follows:

1.1 RECOGNITION

ARTICLE I

Recognition

The Association and all other employing contractors becoming signatory hereto recognize the Union as the sole and exclusive bargaining representative for all journeymen plumbers and pipefitters and their apprentices and mechanical helpers in the employ of the Employers and engaged in any and all plumbing and pipefitting work covered by this Agreement and the working rules with respect to wages, hours, and other terms and conditions of employment. The Union also recognizes the Association as the collective bargaining agency for its employing contractor members who contract for work which comes within the trade and territorial jurisdiction of the Union.

All provisions of this Agreement are binding on those non-Association members who become signatory hereto.

1.2 SCOPE OF WORK

ARTICLE II

Scope of Work

GROUP I

In the counties and cities of Maryland and Virginia, for new construction, renovations and alteration of plumbing and pipefitting facilities for:

- (a) Schools, Colleges and speculative office buildings;

- (b) Single family occupancies;
- (c) Multi-family occupancies, townhouses, condominiums, apartments (except hotels);
- (d) Strip shopping centers;
- (e) Churches;
- (f) Light commercial refrigeration and/or air conditioning systems are defined as those serving a single business in a single-story building. Neither the air conditioning nor the refrigeration system shall exceed five (5) h.p. or tons. Any self-contained package unit up to and including five (5) h.p. or tons;
- (g) Water coolers, room air conditioning units, appliances and packaged ice machines.

GROUP II

In the District of Columbia for new construction, renovations and alterations of plumbing and pipefitting facilities for:

- (a) Single family occupancies;
- (b) Multi-family occupancies, including apartments, townhouses, condominiums (except hotels).

GROUP III

By mutual agreement between the Association and the Business Manager of Local #5 work not covered by this Agreement may be classified under this Agreement in order to be competitive. Said Agreement to be put in writing.

1.3 MECHANICAL HELPER

ARTICLE III Mechanical Helper

Under the Speculative Agreement the helper can assist the journeyman in any capacity.

Under the Basic Helper Agreement the helper can perform the following duties:

1. Loading, unloading, distribution and stockpiling of materials and equipment.
2. Loading and unloading of tools.
3. Tool repair, cleaning and pick-up activity.
4. Job clean-up activity.
5. Cleaning of fixtures and equipment.
6. Cutting, patching and grouting under the direction of a journeyman.
7. Service contractor equipment.
8. Core Drilling.
9. Setting up and tearing down scaffold.
10. On Site Work, the helper can be used on a one-to-one-to-one ratio i.e. one journeyman, one helper, one apprentice.

11. Cleaning and knocking out of inserts and sleeves if necessary.
12. Watching concrete pours, if necessary.

The Employer and Business Manager may, however, mutually agree that the helper can perform additional duties, and the above description of a helper's duties can be modified accordingly. The Employer and the Business Manager may also mutually agree that, due to special circumstances being present on a job about to be bid, helpers can perform additional duties. It is understood and agreed that any such agreed upon changes will only apply on that particular job or project involved.

Journeyman covered under the Speculative Agreement will receive the listed increases if they meet the following requirements: 1st Tier: Upon their first anniversary they will receive \$1.00 increase when they have completed classes to improve their skills and 1,600 hours of on the job related work. 2nd Tier: Upon their second anniversary they will receive \$1.00 increase when they have completed additional classes to improve their skills and 1,600 hours of on the job related work.

1.4 WAGES AND FRINGE BENEFIT PAYMENTS

ARTICLE IV Wage and Fringe Benefits Payments

Section A. The wage rate for journeymen plumbers and helpers covered by this agreement are as follows:

September 1, 2001 through July 31, 2002

	Journeyman	Journeyman Tier I *	Journeyman Tier II *	Helper II *	Helper I **
Straight time	\$17.53	\$18.53	\$19.53	\$9.41	\$8.31
Time and One-Half	\$26.30	\$27.80	\$29.30	\$14.12	\$12.47
Double Time	\$35.06	\$37.06	\$39.06	\$18.82	\$16.62
Shift Work	\$20.16	\$21.31	\$22.46	\$10.82	\$9.56

Employer Contributions

Medical Fund	\$3.08	\$3.08	\$3.08	\$3.08	\$3.08
Pension Fund	\$0.80	\$0.80	\$0.80	\$0.00	\$0.00
Retirement Savings	\$1.50	\$1.50	\$1.50	\$1.00	\$1.00
Apprenticeship Fund	\$0.16	\$0.16	\$0.16	\$0.16	\$0.16
Industry Fund	\$0.09	\$0.09	\$0.09	\$0.09	\$0.09
Promotional Fund	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04
Int. Training Fund	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05

Deduction from Wages

Dues Check-Off	\$0.50	\$0.51	\$0.53	\$0.13	\$0.13
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Shift Work Schedule

Shift Work	\$20.16	\$21.31	\$22.46	\$10.82	\$9.56
Time and One-Half	\$30.24	\$31.97	\$33.69	\$16.23	\$14.34
Double Time	\$35.06	\$37.06	\$39.06	\$18.82	\$16.62

Total Package

(Straight Time)	\$23.25	\$24.25	\$25.25	\$13.83	\$12.73
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*When an individual becomes eligible for either Tier I or Tier II wages, the Local Union will notify the Employer that the rate increase is due.

**By mutual agreement between Local 5 & the MCAMW, no one is to be paid the Helper I category.

Section A. The wage rate for journeymen plumbers and helpers covered by this agreement are as follows:

August 1, 2002 through July 31, 2003

	Journeyman	Journeyman Tier I *	Journeyman Tier II *	Helper II *	Helper I **
Straight time	\$18.03	\$19.03	\$20.03	\$9.66	\$8.56
Time and One-Half . .	\$27.05	\$28.55	\$30.05	\$14.49	\$12.84
Double Time	\$36.06	\$38.06	\$40.06	\$19.32	\$17.12
Shift Work	\$20.73	\$21.88	\$23.03	\$11.11	\$9.84
Employer Contributions					
Medical Fund	\$3.58	\$3.58	\$3.58	\$3.58	\$3.58
Pension Fund	\$1.05	\$1.05	\$1.05	\$0.00	\$0.00
Retirement Savings . .	\$1.25	\$1.25	\$1.25	\$0.75	\$0.75
Apprenticeship Fund . .	\$0.16	\$0.16	\$0.16	\$0.16	\$0.16
Industry Fund	\$0.09	\$0.09	\$0.09	\$0.09	\$0.09
Promotional Fund	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04
Int. Training Fund	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
Deduction from Wages					
Dues Check-Off	\$0.50	\$0.51	\$0.53	\$0.13	\$0.13
Shift Work Schedule					
Shift Work	\$20.73	\$21.88	\$23.03	\$11.11	\$9.84
Time and One-Half . .	\$31.10	\$32.82	\$34.55	\$16.67	\$14.76
Double Time	\$36.06	\$38.06	\$40.06	\$19.32	\$17.12
Total Package					
(Straight Time)	\$24.25	\$25.25	\$26.25	\$14.33	\$13.23

*When an individual becomes eligible for either Tier I or Tier II wages, the Local Union will notify the Employer that the rate increase is due.

**By mutual agreement between Local 5 & the MCAMW, no one is to be paid the Helper I category.

Section A. The wage rate for journeymen plumbers and helpers covered by this agreement are as follows:

August 1, 2003 through July 31, 2004

	Journeyman	Speculative Agreement "B"			Helper I**
		Journeyman Tier I*	Journeyman Tier II*	Helper II*	
Straight time	\$18.28	\$19.28	\$20.28	\$9.66	\$8.56
Time and One-Half	\$27.42	\$28.92	\$30.42	\$14.49	\$12.84
Double Time	\$36.56	\$38.56	\$40.56	\$19.32	\$17.12
Shift Work	\$21.02	\$22.17	\$23.32	\$11.11	\$9.84
Employer Contributions					
Medical Fund	\$4.33	\$4.33	\$4.33	\$4.33	\$4.33
Pension Fund	\$1.05	\$1.05	\$1.05	\$0.00	\$0.00
Retirement Savings	\$1.25	\$1.25	\$1.25	\$0.50	\$0.50
Apprenticeship Fund	\$0.16	\$0.16	\$0.16	\$0.16	\$0.16
Industry Fund	\$0.09	\$0.09	\$0.09	\$0.09	\$0.09
Promotional Fund	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04
Int. Training Fund	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
Deduction from Wages					
Dues Check-Off	\$0.50	\$0.51	\$0.53	\$0.13	\$0.13
Shift Work Schedule					
Shift Work	\$21.02	\$22.17	\$23.32	\$11.11	\$9.84
Time and One-Half	\$31.53	\$33.26	\$34.98	\$16.67	\$14.76
Double Time	\$36.56	\$38.56	\$40.56	\$19.32	\$17.12
Total Package					
(Straight Time)	\$25.25	\$26.25	\$27.25	\$14.83	\$13.73

*When an individual becomes eligible for either Tier I or Tier II wages, the Local Union will notify the contractor that the rate increase is due.

**By mutual agreement between Local 5 & the MCAMW, no one is to be paid the Helper I category.

Section C. Any violation by the Employer assigning plumbers and helpers on jobs covered by the Basic Agreement will result in the Employer being called before the Conference Board. Such violation will result in a fine being levied against the Employer and the monies will be paid to the Plumbers and Pipefitters Apprenticeship Fund.

Section D.

Ratio of Crew Make-up

1 Basic Construction Journeyman

to 1 Apprentice

to 1 Helper

The Fourth employee at the Employer's discretion.

Five Person Crew:

2 Basic Construction Journeymen

to 1 Apprentice

to 1 Helper

to 1 Any Classification

Six Person Crew:

2 Basic Construction Journeymen

to 2 Apprentices

to 2 Helpers

The Ratios continue where on an eight (8) person crew there would be three Basic Construction Journeymen and a ten (10) person crew would have four, etc.

(e.g.) 4 Basic Construction Journeymen

to 3 Apprentices

to 3 Helpers

Basic Construction workers shall receive wages and fringes as set forth in the Basic Agreement.

On jobs requiring four (4) or less journeymen plumbers and helpers, exceptions may be made by mutual consent between the Employer and Business Manager of Plumbers Local 5.

Section E. The Travel Zone rate and terms and conditions of Article XXI, paragraph 106 of the Basic Construction Agreement applies to this Article IV.

Section F. The Employer will be the sole judge of his work force. The Employer and the Union agree to abide by all rules and regulations governing helpers as set forth by the appropriate Joint Labor-Management Committee. Helpers can be directly hired by the Employer without utilizing the referral procedures of this Agreement, provided that any helper who is directly hired will be sent for a referral within five (5) days of the hire, and provided further,

that the Employer will furnish a written notice to the Union containing the date of hire, the wage rate paid and the name, social security number, address and phone number of the helper. Failure to abide by this language, the Employer may be brought before the Conference Committee.

Section G. Apprentices indentured to the Joint Apprenticeship Committee may be used in this field, with the consent of the Business Manager. All wage rates and fringes will be the same as the established apprentices' rates.

Section H. When paychecks are delivered to the job, all employees shall receive their pay not later than the designated quitting time on payday. When an employing Contractor fails to pay an employee's wage due by the designated quitting time on payday, the Employer shall pay the employee two (2) hours maximum waiting time at the regular rate of pay and a sum equal to eight (8) hours pay for each calendar day beyond the regular pay day that the employee waits for his pay. Waiting time will not be charged against an employee's regular pay, but will be considered payment for delinquency and written on a separate check.

Section I. Paychecks via the U. S. Postal Service are to be received no later than the designated payday. Should the mailed paychecks not be received timely, a good check must be delivered to the jobsite the following day and the worker will be paid for two (2) hours waiting time at the regular rate of pay for the check being late on the designated pay day. Checks received beyond one day, the waiting period shall carry an additional penalty of eight (8) hours pay for each calendar day late beyond the normal payday. Waiting time will not be charged against employees' regular pay but will be considered a payment for delinquency and written on a separate check. If the Joint Conference Board approved payment by check, such check shall be drawn from a local bank and/or branch located within the territorial jurisdiction of Local Union No. 5.

Section J. The Agreement shall be applicable to all such work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Section K. The Employer agrees to withhold state income tax for the District of Columbia, Virginia and Maryland where applicable for all workers employed under this Speculative Agreement and report and pay same to the proper state agencies.

Section L. Every individual Employer will carry Workers' Compensation Insurance and such other liability insurance as may be required by the laws of the District of Columbia and any other state that is within the territorial jurisdiction of Local #5. Every Employer shall furnish satisfactory proof to the Union that such insurance policies carry provisions that require the benefit payments provided therein to be paid at least once each month.

In addition to the Worker's Compensation Insurance as required by law, Employers are required to contribute five cents (5¢) for each hour worked to the Plumbers and Pipefitters Medical Fund to cover a supplemental medical insurance that will be paid in addition to Workers' Compensation Insurance. This five cents (5¢) payment is part of the payment to the Medical Fund as per section A of Article IV of this agreement. This Supplemental insurance *should in no way be construed as providing workers' compensation coverage* as required by the law of the District of Columbia, but is provided as an additional benefit for any employee whose claim does not qualify as one falling within the jurisdiction of the District of Columbia Workers' Compensation Law. The parties agree that the contribution rate may increase more than once during the term of this agreement but in no event will the total contribution for Workers' Compensation supplement exceed seven cents (7¢) per hour.

Section M. *Terms and conditions of Article XXXVI, paragraphs 159 through 169 of the Basic Construction Agreement apply to this Article IV.*

1.5 WORK HOURS

ARTICLE V **Work Hours**

All terms and conditions of Article XX of the Basic Construction agreement apply to this Article.

1.6 WORKING RULES

ARTICLE VI **Working Rules**

Section A. *Subject to the mutual consent of the Business Manager of Local No. 5 and the Business Manager of Local No. 602, there shall be no jurisdictional consideration for the work assigned to members of Local No. 5 and Local No. 602 for the installation of plumbing or heating work.*

Section B. *The Employer shall furnish all necessary tools (a suggested list of which is attached herein) and equipment to properly install job, except that the employee shall furnish all hand tools (14" wrench and down). The Employer shall provide suitable lockers or chests for storage for clothing and tools on job when other trades are employed. In the event of loss by fire, the Employer agrees to reimburse the employee for the value thereof. In the event of loss by theft, the Employer agrees to reimburse the employee for the value thereof, provided they were in a suitable box securely locked by key or combination.*

Section C. *When conditions exist which are unsanitary or hazardous to the safety of the employees, and the conditions are not corrected after proper authorities have been notified, or employees do not comply with the*

Employer's safety regulations, it shall be the duty of the Business Manager to remove men from the job. Signatories to this Supplemental Agreement are mutually agreed that the OSHA Safety Code shall be the minimum standard for work under the entire jurisdiction of Local No. 5.

1.7 DURATION OF AGREEMENT

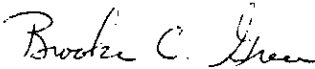
ARTICLE VII
Duration of Agreement

The provisions of the Basic Agreement dated September 1, 2001 between the Mechanical Contractors Association of Metropolitan Washington, Inc. and Plumbers Local Union No. 5 which are not in conflict with the provisions of this Speculative Agreement shall be in full force and effect on all day work performed by the Employer under this Speculative Agreement.

It is understood and agreed between the signatories that this Speculative Agreement shall be in force midnight August 31, 2001 and shall continue in force and effect until midnight July 31, 2004. Should either the Employer or the Union desire a change in this Speculative Agreement upon its expiration, a notice in writing must be given by the respective agreeing participants, each to the other, on or before May 1, 2004. If no changes are requested then this Speculative Agreement shall be self-renewing for a period of one (1) year from midnight of July 31, 2004.

IN WITNESS WHEREOF, the parties of their duly authorized representatives, agree and subscribe to the foregoing:

For: **MECHANICAL CONTRACTORS ASSOCIATION OF METROPOLITAN WASHINGTON, INC.:**



Brooke C. Greer



Michael A. Mack

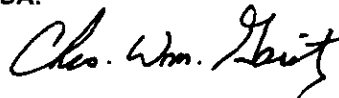


Larry H. Zimmerman

For: **PLUMBERS LOCAL UNION NO. 5, UNITED ASSOCIATION OF JOURNEYMAN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA:**



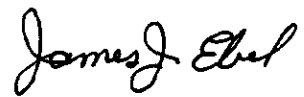
Thomas A. Chaisson



Charles W. Garity



John E. McKee, Jr.



James J. Ebel

1.8 TOOLS BY EMPLOYER

Tools by Employers:

Pipe wrenches: Over 14"
Chain Tongs
50 ft. tapes
Adjustable wrenches: over 12"
Allen wrenches
Torque wrenches
All Ladders
All scaffolding
All power tools: drills (w/bits); pipe machines, welding machines, power-actuated tools
All hydraulic tools; pipe cutters; rod/bolts
All manual/hand threaders; pipe, rod/bolts
All pipe taps
All pipe cutters
All pipe reamers
Tubing cutters: Over 2"
All tubing benders
All flaring tools
All come-alongs
All chain falls
All (soil pipe) pullers
All welding/cutting outfits (tips, handles, hoses, tanks)
Welding helmets (with/lenses)
Welding aprons
Chipping hammers
Lead pots, furnaces, shields
All insto and presto-lite outfits (tanks, tips, handles, hoses)
Tools chest/boxes
Claw hammers
Carpenter's hand saws
Screw drivers: Over 12"
Hammers above 2 lbs.
Corporation (water main) calking irons
Joint runners: No. 3 and up
Braces and Bits
Rawl drills and star drills
Chisels and bull points: Over 12"
Drop cords and extension cords
Safety (Hard hats) helmets
Closet augers
Sewer snakes
Transits/building levels
Rain wear: hats, coats, pants, boots
Dope/flux brushes
Soap, stone, keel, chalk cord/lane

**AMERICA WORKS BEST
WHEN WE SAY...**

UNION



YES

