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AN AGREEMENT

between

ASSOCIATION OF CONTRACTING
PLUMBERS OF THE CITY OF
NEW YORK, INC.

and

LOCAL UNION NO. 1
of the
UNITED ASSOCIATION
of
JOURNEYMEN AND APPRENTICES
of the
PLUMBING AND PIPE FITTING INDUSTRY
of the
UNITED STATES AND CANADA

Effective date, July 1, 2004
Termination date, June 30, 2007

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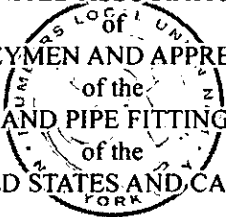
Association of Contracting Plumbers of the
City of New York, Inc.
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ASSOCIATION OF CONTRACTING
PLUMBERS OF THE CITY OF
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LOCAL UNION NO. 1
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PART ONE

The Bargaining Unit - Wages, Fringe Benefits and Other Provisions - Bonding Requirements - Reciprocal Agreements - Plumbing Industry Promotion Fund - Inspection of Books and Records - Hours of Work - Reporting and Starting Time - Holidays and Overtime Pay - Apprentice Regulations.

AN AGREEMENT

1. AN AGREEMENT made and entered into by and between the ASSOCIATION OF CONTRACTING PLUMBERS OF THE CITY OF NEW YORK, INC. (hereinafter designated as the "ASSOCIATION") on its own behalf and on behalf of its members at the time of the execution thereof or who may be admitted to membership during the life of the Agreement and by any extensions or renewals thereof and all additional Employers bound, committed, covered or otherwise signed to this Agreement and LOCAL UNION NO. 1 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA (hereinafter designated as the "UNION"). All Employers that are bound, committed, covered or otherwise signed to this Agreement hereby designate and acknowledge that the said Association is their duly authorized Bargaining Representative in the negotiations of the foregoing Agreement and the matters therein contained and of any amendment and extensions that may hereafter be made thereto or in the negotiation of any succeeding Agreements. If the signatory contractor performs on-site construction work of the type covered by this Agreement, under its own name or the name of another, as a corporation, company, partnership or other business entity, including a joint venture, wherein the contractor, through its officers, directors, partners, owners or stockholders exercises directly or indirectly (including but not limited to management, control, or majority ownership through family members), management, control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work. This Agreement is and shall be binding upon the Employer and his/her or its successors, assigns, beneficiaries and legal representatives, and each officer of the Employer. The Employers and the Union agree to be bound by any contract renewal, changes, modifications and extensions which may be negotiated after this day and put into effect by and between Plumbers

Local Union No. 1 and the Association of Contracting Plumbers of the City of New York, Inc. Nothing contained in this Agreement shall require any Employer to become a member of the Association.

2. THE PARTIES hereto which, pursuant to the terms of this Agreement are the Association and the Union, in the public interest and to assure the uninterrupted operations and general stabilization of the industry, desire to standardize rates of pay, fringe benefits, hours and conditions of employment, to establish fair and equitable conditions of employment and to provide a method for the peaceable adjustment of all disputes which may arise between the Association and the Union. The Association and the Union agree to the treatment of all employees and applicants for employment without unlawful discrimination as to race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status in all employment decisions, including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, lay-off and termination, and all other terms and conditions of employment.

ARTICLE 1

The Bargaining Unit

3. THE ASSOCIATION is an organization of employing licensed plumbing contractors doing business in the City of New York, and is desirous of dealing collectively with the Union and shall be referred to as the Association for terms of this Agreement.
4. THE UNION is a labor union duly chartered as a branch or local presently affiliated with the United Association of Journeymen and Apprentices of the

Plumbing and Pipe Fitting Industry of the United States and Canada, with jurisdiction throughout the five boroughs comprising the City of New York, hereinafter referred to as "the area" and is the duly authorized exclusive bargaining agent for all Journeymen Plumbers and Apprentices, employed and to be employed by those represented by the Association for the work coming under the jurisdiction of the United Association and enumerated in this Agreement. In addition to the work jurisdiction of the Union in the "area" herein defined, the Union has been granted by the United Association the jurisdiction over all pipe caulking in the five boroughs comprising the City of New York, and that such grant of exclusive jurisdiction has not been modified or revoked in any way.

5. THE BARGAINING AGENTS: The Association recognizes the Union as the sole collective bargaining agent for its Journeymen and Apprentices (hereinafter referred to as "Journeymen", "Apprentices" or as "Employees") in connection with hours, wages, fringe benefits and conditions of employment and the Union recognizes the Association as the sole collective bargaining agent for Employers represented by the Association. In the event the Union enters into any agreement or arrangement with other Employers which contain terms and conditions of employment which are preferred by this Association, then this Agreement shall be deemed amended accordingly.

6. THE PARTIES AGREE AS FOLLOWS: In consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

**ARTICLE 2
WAGES, FRINGE BENEFITS AND
OTHER PROVISIONS**

**7. Building Trades Journeymen—Primary Rate of Wages,
Fringe Benefits and Other Provisions**

PRESENT AGREEMENT

Shown below is a schedule of the primary wage rates, fringe benefits and other provisions for Journeymen in a Seven Dollar and Seventy Five Cents (\$7.75) per hour package increase with an effective date of July 1, 2004 and a termination date of June 30, 2007.

Effective Date of Increases	Package Increases Per Hour	Wage Increases Per Hour	Fringe Benefit Increases Per Hour	Wage Per Hour	*Vacation-Holiday Fund Per Hour
7/1/2004	\$1.10	—	\$1.10	\$41.91	\$6.51
1/1/2005	\$1.15			TO BE ALLOCATED -	
7/1/2005	\$1.25			TO BE ALLOCATED -	
1/1/2006	\$1.35			TO BE ALLOCATED -	
7/1/2006	\$1.40			TO BE ALLOCATED -	
1/1/2007	\$1.50			TO BE ALLOCATED -	
	<u>\$7.75</u>				

The package increases throughout the term of this Agreement will be allocated to wages and/or fringe benefits as determined by the Union.

*Vacation-Holiday Fund Per Hour payments include the Employer F.I.C.A. Contributions.

EXPENSE ALLOWANCE FOR PERSONAL SAFETY ITEMS - Twenty-eight cents (\$.28) per hour shall be paid to Journeymen for each hour worked (work hour) as an expense allowance to provide the funds for his/her personal safety and health related items. Since this is an expense allowance, it should be paid separate from wages and should be paid on the same day and at the same time as wages. (Reference Paragraph 41)

OVERTIME ON WAGES AND FRINGE BENEFITS - If a Journeyman works overtime, the hourly rate of pay and fringe benefits are doubled.

UNION ASSESSMENT CHECK-OFF - Three percent (3%) of gross weekly pay shall be deducted from wages as a Union assessment "check-off".

PLUMBING INDUSTRY PROMOTION FUND - Each Employer is to contribute to the Plumbing Industry Promotion Fund of New York City fifty cents (\$.50) per hour for each pay hour worked by the Employee of the Employers and such contributions may be increased to sixty cent (\$.60) per hour during the life of the Agreement by the adoption of a resolution by the Trustees.

Trade Education Fund Per Hour	Welfare Fund Per Hour	National Pension Fund Per Hour	Additional Security Benefit Fund Per Hour	Additional Security Benefit Fund Per Day	401k Per Hour	Approximate Package Per Hour
\$1.00	\$8.73	\$4.55	\$4.00	\$6.00	\$1.60	\$69.16
						\$70.31
						\$71.56
						\$72.91
						\$74.31
						\$75.81

UNITED ASSOCIATION PENSION PLAN - The Employer agrees to make contributions to The Plumbers and Pipefitters National Pension Fund in accordance with the Standard Form of Participation Agreement as on file at the Joint Plumbing Industry Board and made a part of this Agreement.

INTERNATIONAL TRAINING FUND - The Employer agrees to make contributions to The International Training Fund of five cents (\$.05) per hour for each pay hour worked by all Employees covered under this Agreement.

ORGANIZING FUND - Ten cents (\$.10) per hour shall be deducted from gross weekly wages to be used for Local 1 organizing purposes. An additional ten cents (\$.10) per hour may be allocated by the Union for organizing purposes from the semi annual increases set forth above.

ALL CITY, STATE AND FEDERAL WORK shall be performed at the prevailing rate of wages and fringe benefits as outlined. Local Union No. 1 shall confirm said wages and benefits with the various authorities having jurisdiction.

Notes:

- 1) See Paragraph 18 of this Agreement for 401(k) Savings Plan information.
- 2) See Paragraph 16A of this Agreement for Political Action Fund information.

7A. RESIDENTIAL RATES - The wages and fringe benefit rates for 1, 2 and 3 family home construction shall be seventy percent (70%) of the Primary Journeymen Rate set forth in Paragraph 7 of this Agreement. Work performed under these terms shall be done during an eight (8) hour day.

8.

APPRENTICE WAGE RATES, FRINGE BENEFITS AND OTHER PROVISIONS

PRESENT AGREEMENT

The wage rates and the fringe benefits shown below are effective July 1, 2004 and will be in effect until June 30, 2007.

Apprentice Classifications	Effective Date of Increases	Package Increases Per Hour	Wage Increases Per Hour	Fringe Benefit Increases Per Hour	Wage Per Hour
1st year, 1st term	Apprentice wage and fringe benefit rates shall be				\$10.50
1st year, 2nd term	adjusted every January 1st and July 1st.				\$10.75
2nd year	Apprentices shall receive an increase equal to				\$13.04
3rd year	one half (1/2) the hourly Journeyman wage and/or				\$15.14
4th year	fringe benefit increases as they are allocated.				\$17.99
5th year, 9th term					\$19.39
5th year, 10th term					\$31.46

The package increases throughout the term of this Agreement will be allocated to wages and/or fringe benefits as determined by the Union.

*Vacation-Holiday Fund Per Hour payments include the Employer F.I.C.A. Contributions.

EXPENSE ALLOWANCE FOR PERSONAL SAFETY ITEMS - Twenty-eight cents (\$.28) per hour shall be paid to Apprentices for each hour worked (work hour) as an expense allowance to provide the funds for his/her personal safety and health related items. Since this is an expense allowance, it should be paid separate from wages and should be paid on the same day and at the same time as wages. (Reference Paragraph 41)

OVERTIME ON WAGES AND FRINGE BENEFITS - If an Apprentice works overtime, the hourly rate of pay and fringe benefits are doubled.

UNION ASSESSMENT CHECK-OFF - Three percent (3%) of gross weekly pay shall be deducted from wages as a Union assessment "check-off".

PLUMBING INDUSTRY PROMOTION FUND - Each Employer is to contribute to the Plumbing Industry Promotion Fund of New York City fifty cents (\$.50) per hour for each pay hour worked by the Employee of the Employers and such contributions may be increased to sixty cent (\$.60) per hour during the life of the Agreement by the adoption of a resolution by the Trustees.

401k Per Hour	*Vacation Holiday Fund Per Hour	Trade Ed. Fund Per Hour	Welfare Fund Per Hour	National Pension Fund Per Hour	Additional Security Benefit Fund Per Hour	Approximate Package Per Hour
		\$.33	\$.28			\$11.11
		\$.33	\$2.28			\$13.36
\$1.11	\$3.12	\$.50	\$4.36	\$.78	\$1.22	\$24.13
\$1.11	\$3.12	\$.50	\$4.36	\$.78	\$1.22	\$26.23
\$1.11	\$3.12	\$.50	\$4.36	\$.78	\$1.22	\$29.08
\$1.11	\$3.12	\$.50	\$4.36	\$.78	\$1.22	\$30.48
\$1.11	\$3.12	\$.50	\$4.36	\$.78	\$1.22	\$42.55

UNITED ASSOCIATION PENSION PLAN - The Employer agrees to make contributions to The Plumbers and Pipefitters National Pension Fund in accordance with the Standard Form of Participation Agreement as on file at the Joint Plumbing Industry Board and made a part of this Agreement.

INTERNATIONAL TRAINING FUND - The Employer agrees to make contributions to The International Training Fund of five cents (\$.05) per hour for each pay hour worked by all Employees covered under this Agreement.

ORGANIZING FUND - Ten cents (\$.10) per hour shall be deducted from gross weekly wages to be used for Local 1 organizing purposes. An additional ten cents (\$.10) per hour may be allocated by the Union for organizing purposes from the semi annual increases set forth above.

ALL CITY, STATE AND FEDERAL WORK shall be performed at the prevailing rate of wages and fringe benefits as outlined. Local Union No. 1 shall confirm said wages and benefits with the various authorities having jurisdiction.

Notes:

- 1) See Paragraph 18 of this Agreement for 401(k) Savings Plan information.
- 2) See Paragraph 16A of this Agreement for Political Action Fund information.

9. WAGE RATES FOR FOREMEN AND DEPUTY FOREMEN: On all new construction jobs where two (2) Employees are employed, one of the two Employees shall be designated as Foreman of the job and shall be paid two dollars (\$2.00) per hour above the Journeyman rate of pay.
- Foreman Classification
2 Employees Foreman
- When three to six (3 to 6) Employees are employed, the Foreman shall receive two dollars and fifty cents (\$2.50) per hour above the Journeyman rate of pay.
- 3 to 6 Employees Foreman
- When seven to twenty (7 to 20) Employees are employed, the Foreman shall receive five dollars (\$5.00) per hour above the Journeyman rate of pay.
- 7 to 20 Employees Foreman
- When twenty-one to thirty-nine (21 to 39) Employees are employed, the Foreman shall receive five dollars and fifty cents (\$5.50) per hour above the Journeyman rate of pay.
- 21 to 39 Employees Foreman
- When forty to ninety-nine (40 to 99) Employees are employed, the Foreman shall receive six dollars (\$6.00) per hour above the Journeyman rate of pay.
- 40 to 99 Employees Foreman
- When one hundred (100) Employees and over are employed, the Foreman shall receive eight dollars and fifty cents (\$8.50) per hour above the Journeyman rate of pay.
- 100 Employees and over Foreman
- When a Deputy Foreman is appointed by the Employer, he/she shall receive two dollars and fifty cents (\$2.50) per hour above the Journeyman rate of pay.
- Deputy Foreman
- Foremen employed on work deemed commercial alteration shall receive two dollars (\$2.00) above the Journeyman rate of pay, up to six (6) Employees.
- Commercial Alteration up to 6 Employees
10. DEFINITION OF FOREMEN AND DEPUTY FOREMEN: On all jobs classified as "new construction" and

when an Employer appoints other than a Local Union No. 1 Foreman, the other than a Local Union No. 1 Foreman shall act in a supervisory capacity, and the second (2nd) Employee on the job must be a Local Union No. 1 Journeyman who shall be designated a Deputy Foreman. When an out-of-town contractor has work at multiple sites within the jurisdiction of Plumbers Local Union No. 1, the contractor will be permitted to employ only one out-of-town Foreman. All other Foremen working in the jurisdiction shall be members of Local Union No. 1. A Foreman shall not delegate authority to a Journeyman to lay out work without the consent of the Employer. A Foreman or Deputy Foreman shall be defined as a Journeyman plumber who assumes responsibility for the Employer and supervises installations and "lays out" work for Journeymen and Apprentice plumbers. No Employee shall be a Foreman on more than one job. All Deputy Foremen working in the jurisdiction of Plumbers Local Union No. 1 must be members of Plumbers Local Union No. 1, in accordance with this Agreement.

11. RATIO OF EMPLOYEES: On all new construction jobs, the job shall be deemed "new" construction including "Tenant" work for the purpose of establishing the ratio of Employees until all base contract fixtures are set and installed or a Temporary Certificate of Occupancy is issued.
12. WAGE RATE FOR TOWER WORK, BRIDGES, ELEVATED HIGHWAYS, AND IN BUILDINGS: Where pipe is being installed fifty (50) or more feet vertically in a "free drop" from its base, Journeymen and Apprentices shall receive one dollar (\$1.00) per hour more than the standard rate of pay.
13. WAGES, PAYMENT OF: Wages shall be paid weekly in cash or by check or any other payroll procedures acceptable to the Employees. If wages are paid by check, payment shall be made no later than Thursday in the week.

Payment of wages will be made on pay day with no more than two (2) days "held back" to accommodate payroll purposes. When paid by check, the Employees must receive them before the lunch period, unless unusual circumstances, including an act of God, may cause a delay. A repeated delay will be considered a violation of this Agreement. The penalty for repeated delay shall be the discontinuance of the privilege to pay by check for the particular job involved after the penalty has been imposed by an Executive Committee of the Joint Arbitration Committee. If wages are paid by check the Employer shall be in compliance with the bonding requirements of this Agreement. The Employer shall furnish his/her Employees with a suitable "ID" card issued by or acceptable to banks to facilitate the cashing of checks. If wages are paid in cash, payment shall be made on Friday or a day earlier in the week. When a Holiday or bank holiday takes place on the established pay day, wages shall be paid on the preceding day. Payment shall be made during the working hours, except if made impossible by an act of God, then wages shall be paid the next working day. If an Employee is not paid before the end of the working day, he/she shall be paid waiting time at the regular hourly rate until he/she is paid. This latter provision does not apply if the delay in making payment is caused by an act of God.

14. WAGES. FAILURE TO PAY: The Union shall refuse to permit Employees to work on any job for which Employees have not been paid, or where the Employer has not obtained a valid and current Green Card, except in case of dispute. In the event of a dispute as to the amount of wages which are due an Employee, payment of the amount which is not in dispute shall be made and the claim for the balance shall be submitted to the Joint Arbitration Committee for decision.
15. THE FRINGE BENEFIT FUNDS, to which Employers

are required to make contributions of the Local Union shall include, but not be limited to, the following:

- A) Welfare Fund
- B) National Pension Fund (Plumbers & Pipefitters National Pension Fund)
- C) Vacation-Holiday Fund
- D) 401(k) Savings Plan
- F) Additional Security Benefit Fund
- G) Trade Education Fund

The Parties acknowledge that the Trustees of any of the above-referenced Fringe Benefit Funds have the authority to terminate any of these Funds, to create additional Funds or to modify, add to or amend the payment schedules, benefits, and eligibility criteria associated with existing Fringe Benefit Funds or such Funds created in the future. Nothing in this Article, however, shall authorize or empower the Trustees of the Fringe Benefit Funds to increase the total contributions Employers are required to make to these Funds pursuant to this Agreement.

All hourly increases negotiated in this Agreement shall be allocated by the Union to wages and/or to the Fringe Benefits Funds, at the discretion of the Union. The Union reserves the sole right to allocate and reallocate all increases negotiated in this Agreement.

16. UNION ASSESSMENT CHECK-OFF: Three percent (3%) of gross wages shall constitute the Union Work Assessment. Check-Off is payable by check drawn to Plumbers Local Union No. 1 Assessment Check-Off Account. Such checks are to be sent to The Plumbing Industry Board on the same day when wages are paid and covering the same week. The prompt payment of the Union Assessment Check-Off provided for in this paragraph is essential for the continued efficient operation of

Plumbers Local Union No. 1. An Employer who fails to make such payment shall be liable for the amount of such contribution with interest at a rate of ten percent (10%) plus liquidated damages of twenty percent (20%) of the amount owing and all costs including, but not limited to, reasonable audit and accounting expenses, witness costs and attorney's fees, disbursements and court costs. The charge to a delinquent Employer for the costs and expenses of collection and damages to Plumbers Local Union No. 1 shall in no event be less than one hundred dollars (\$100) for each failure to pay a monthly contribution. This shall also apply if the Employer remits on a weekly basis.

- 16A. POLITICAL FUND: Labor has established a Political Action Fund to be funded with a five cents (\$.05) per hour voluntary contribution. The Employer shall make the appropriate deduction upon presentation of a proper authorization card signed by the Employee and forward such deduction to the Local Union. Remittances shall be forwarded together with all other fringe benefit contributions to The Plumbing Industry Board.
17. FRINGE BENEFITS PAID TO THE PLUMBING INDUSTRY BOARD: The Employer must pay the aforementioned Fringe Benefits, Supplemental Benefits, Contributions and Vacation-Holiday Fund Benefits to The Plumbing Industry Board as administrative and/or collection agency of the various trust funds herein mentioned.
18. 401(K) SAVINGS PLAN: Each Employee shall open an individual account to participate in the Plumbers Local No. 1 Employee 401(k) Savings Plan (401(k) Plan). Each Employer of an Employee agrees to be bound to the Trust Agreement of the 401(k) Plan and to remit all Employee contributions as soon as such contributions can be reasonably segregated from the general assets of the Employer but no later than two (2) business days after the

end of the payroll period from which the Employee contributions were made and deducted from the wages of the Employee. Retention of these contributions by an Employer beyond the period established by the U.S. Department of Labor regulation at 29 CFR 2510.3-102 makes the Employer a fiduciary with respect to such Employee contributions. Failure to remit Employee contributions on a timely basis shall make the Employer liable for interest and any lost earnings or restoration of profits resulting from the failure to remit on a timely basis. The minimum mandatory deduction shall be one percent (1%) of the gross weekly wage of each Employee. The maximum contributions shall be determined by each Employee subject to the laws governing the Fund. Probationary Apprentices shall be excluded from participating in this plan.

19. **FRINGE BENEFITS, PAYMENT OF:** All fringe benefits are due no later than the twentieth (20th) day of the month following the month in which they were incurred. In the event an Employer is a defendant in a law suit commenced by The Plumbing Industry Board for monies owing or fails to establish proper financial responsibility, as determined by The Joint Plumbing Industry Board Local Union No. 1, in its sole discretion, the Employer must pay all fringe and supplemental benefits and contributions weekly thereafter.

20. **ADDITIONAL FRINGE BENEFITS:** Any Employer, employing in the jurisdiction any Employee performing plumbing work covered by this Agreement, who is either a member of another plumbers local union or not otherwise affiliated with Plumbers Local Union No. 1, shall timely pay all wages, fringe benefits and contributions in accordance with this Agreement. Any Employer who shall fail to so pay shall, in addition to having to make all such payments, interest and liquidated damages, pay the additional sum of one hundred and fifty dollars (\$150.00) per day per

Employee for each such day of employment as additional fringe benefits to The Plumbing Industry Board for each day of employment said wages or fringe benefits or contributions were not timely paid in accordance with this Agreement, provided this provision does not violate any applicable provision of law. Each such Employer agrees that this payment is necessary to support properly the fringe benefit funds and agrees to make this payment in support of these funds. The payment of wages and fringe benefits shall be binding upon the Employer and his/her successors, assigns, beneficiaries, legal representatives and each officer of the Employer.

21. FRINGE BENEFITS/BOND FAILURE TO PAY/PROVIDE: In the event an Employer shall default in payment of the fringe benefits provided for by the terms of this Agreement or fails to provide a bond pursuant to Paragraph 25, it shall be considered the same as failure to pay wages, and all Employees shall not be permitted to work for any Employer who is delinquent in payment of fringe benefits. The Union shall provide written notice to the Employer thirty (30) days prior to when Employees are not permitted to work for failure to provide proper bonding. Failure to pay fringe benefits is a violation of the laws of the State of New York. In addition, if after proper notification an Employee continues to work for a delinquent Employer, the Union will bring the Employee up on charges before the "Local No. 1" Executive Board.
22. FRINGE BENEFITS AND/OR WAGES AND/OR BONDING IN WHOLE OR IN PART. REIMBURSEMENT ON ACCOUNT OF FAILURE TO PAY OR PROVIDE: An Employee who is compelled to lose time from work because of the failure of his/her Employer to pay fringe benefits and/or wages in whole or in part and/or to be properly bonded as required by this Agreement shall be reimbursed for time lost up to five (5) days at the regular hourly

rate by the Employer who defaulted in payment of the required fringe benefits and/or wages and/or providing bonding.

23. FRINGE BENEFITS. CONSEQUENCES BECAUSE OF FAILURE TO PAY: The failure of an Employer to pay all Fringe Benefits and Supplemental Benefits and Contributions shall have the same consequences as the failure of an Employer to pay the wages of Journeymen and Apprentices, or to afford them the conditions of employment stipulated in this Agreement, and in addition, such Employer shall be liable for the payment of such Fringe Benefits with interest at a rate of ten percent (10%) plus liquidated damages of twenty percent (20%) of the amount owing and all costs including, but not limited to, reasonable audit and accounting expenses, witness costs and attorney's fees, disbursements and court costs. The charge to a delinquent Employer for the costs and expenses of collection and damages to The Plumbing Industry Board shall in no event be less than one hundred dollars (\$100) for each failure to pay a monthly contribution. This shall also apply if the Employer remits on a weekly basis.
24. ADDITIONAL SECURITY BENEFITS (PER DAY) EXCEPTION TO PAYMENT OF: Payment of six dollars (\$6.00) a day shall not be made to the Additional Security Benefit Fund unless an Employee has earned at least four (4) hours in a working day.

ARTICLE 3 Bonding Requirements

25. SURETY BOND TO GUARANTEE PAYMENT OF FRINGE BENEFITS: Each Employer shall furnish a bond of an agreed form by a Surety Company approved by the New York State Insurance Department to the benefit of the Joint Plumbing Industry Board to guarantee the payment of

the Fringe Benefits herein mentioned, Supplemental Benefits and any and all other benefits and contributions. The bond should also guarantee National Pension Fund contributions which should be payable to the benefit of the National Pension Fund. The amount of the bond shall be in conformity with the action taken by The Joint Finance Committee of The Joint Plumbing Industry Board relating to bonding requirements effective July 1, 2004 as shown in the schedule below:

BONDING REQUIREMENTS		
AMOUNT OF BOND-\$25,000 BOND MINIMUM		
<u>Average Number* of Employees</u>	<u>Amount of Bond</u>	
	<u>Monthly</u>	<u>Weekly</u>
1 to 5	\$ 25,000	\$ 25,000
6 to 10	\$ 65,000	\$ 30,000
11 to 15	\$105,000	\$ 40,000
16 to 20	\$145,000	\$ 50,000
21 to 30	\$200,000	\$ 75,000
31 to 40	\$280,000	\$100,000
41 to 60	\$400,000	\$150,000
61 to 80	\$560,000	\$225,000
81 to 100	\$720,000	\$300,000
101 to 150	\$1,000,000	\$450,000

For each additional 100 employees or fraction thereof an additional \$300,000 shall be added for the weekly contractor and \$600,000 added for the monthly contractor.

*Subject to quarterly adjustment to reflect actual levels of employment.

When in the opinion of The Joint Plumbing Industry Board, the financial ability of any new contractor (i.e., a contractor working for the first time in the area) has not been studied and approved then such contractor shall post a bond double the amount shown in the above schedule. After one (1) year the record of a new contractor who has posted a double bond shall be reviewed. If the new contractor, during the year has paid Fringe Benefits when due, the bonding requirements for such contractor will be reduced in accordance with the above schedule. All newly organized contractors employing four

(4) Employees or less shall provide the Plumbing Industry Board with security in the amount of \$25,000. This provision will apply for a probationary period of one (1) year then the above schedule will be enforced. If the number of Employees increases during this period, the above schedule shall apply. In the event an Employer fails to pay Fringe Benefits within the prescribed period, the Employer in arrears in payment of Fringe Benefits, shall be required to pay Fringe Benefits weekly. If delinquent, an Employer shall post a bond double the aforelisted bond requirements.

ARTICLE 4

Reciprocal Agreements

26. RECIPROCAL AGREEMENTS: The Joint Plumbing Industry Board, on behalf of the Trustees of the Local No. 1 Fringe Benefit Funds, may enter into reciprocal agreements with other jointly trusted funds covering members of sister locals of the United Association employed in the Local No. 1 area and subject to this Collective Bargaining Agreement as well as members of Local No. 1 working in other areas which will provide for the transmission and acceptance of Employer contributions for fringe benefits and the amount thereof.

ARTICLE 5

Plumbing Industry Promotion Fund of New York City

27. CONTRIBUTIONS TO FUND: The Employers have established, by an Agreement and Declaration of Trust, a Trust Fund known as the "Plumbing Industry Promotion Fund of New York City" for the mutual benefits of all plumbing contractors who do business in the area. The Agreement and Declaration of Trust of the said Promotion Fund provides

that the said Promotion Fund shall be administered exclusively by Management Trustees appointed by the Association. Each Employer agrees to be bound by said Trust, amendments thereto and rules and regulations thereof and to contribute monthly to the Plumbing Industry Promotion Fund of New York City an amount equal to fifty cents (\$.50) per hour for each pay hour worked by the Employees of the Employer. Such contributions may be increased up to a total of sixty cents (\$.60) per hour if and when the Trustees of the said Fund adopt a resolution for such increases, provided however that 90 days notice of the adoption of such resolution and the effective date of such increase is given to Employers by letter sent to them. Such contribution shall be payable to the Plumbing Industry Promotion Fund of New York City and is to be remitted to The Plumbing Industry Board (Local No. 1) as collection agent for the Promotion Fund.

28. PROMPT PAYMENT OF CONTRIBUTIONS: The prompt payment of the contribution provided for in paragraph 27 is essential for the continued efficient operation of the Promotion Fund. An Employer who fails to make such payment shall be liable for the amount of such contribution with interest at a rate of ten percent (10%) plus liquidated damages of twenty percent (20%) of the amount owing and all costs including, but not limited to, reasonable audit and accounting expenses, witness costs and attorney's fees, disbursements and court costs. The charge to a delinquent Employer for the costs and expenses of collection and damages to the Promotion Fund shall in no event be less than one hundred dollars (\$100) for each failure to pay a monthly contribution. This shall also apply if the Employer remits on a weekly basis.

ARTICLE 6

Inspection of Books and Records

29. BOOKS AND RECORDS AVAILABLE FOR INSPECTION: The Employer agrees to keep his/her labor payrolls and job and time books and compensation books available for joint inspection by representatives of the Union and the Association, and the accountant of The Plumbing Industry Board, who shall be permitted to examine same to determine if the Employees are receiving wages as provided for in this Agreement, also to check the Fringe Benefits, Compensation and Insurance payments. The Employer agrees that his/her general and specific books of accounts, and all records supporting them, shall be available for inspection by representatives of The Plumbing Industry Board and/or the Union and/or the Association, for their determination that Employees are receiving wages provided for in this Agreement, and to check that Fringe Benefits, Compensation and Insurance payments have been made. The general and specific books of accounts and records supporting them shall include, but not be limited to:

General Ledgers, General Journals, Cash Receipts and Disbursement Journals, Purchase and Expense Journals, Payroll Records including all tax returns, payroll taxes, and Federal and State Income, State franchise, and Social Security taxes

and such other specific books of accounts and records as their representatives should deem necessary and proper in the circumstances. This means cost and progress records at job or office. The Employer agrees to provide adequate Workman's Compensation Insurance, Unemployment Insurance, Social Security, New York State Sickness and Disability Insurance and any other insurance or Fund mutually agreed upon by both parties, and any such other insurance required under the statutes or otherwise under the City of New York, State of New York, United States Government, or any other

Division, Agency or Bureau of any of them. Each Employer shall provide all such insurance even though only one (1) person is in his/her employ, all in accordance with the laws of the locality where the work is done. Further, if court action is commenced to compel such an audit because of failure of the Employer to provide such books and records within twenty (20) days after a request by certified mail, the Employer shall pay to the Board the sum of \$5,000 or a greater sum constituting reasonable attorney's fees, for the cost of bringing court action to compel compliance with this provision. If monies are found to be owing, the Employer shall pay the cost of the audit.

ARTICLE 7

Hours of Work

30. **HOURS:** Five (5) days, Mondays through Fridays, shall constitute the work week. The hours of labor shall be seven (7) hours per day with one-half (1/2) hour for lunch. The starting time shall be between 7:00 A.M. and 8:00 A.M.* Once a starting time has been established on a job, no change shall be made unless the Employer notifies the Union of such change. (If a change in the working hours in "new construction" work becomes prevalent, the Joint Negotiating Committee will reconvene and consider that condition.) *Should contract noise restriction regulations be implemented, the contractor can commence work at 9:00 A.M. with the consent of the Union ("Me Too" provision shall apply).
31. **SHIFT WORK:** Shift work, when directly specified in public agency or authority contract documents, will be permitted. Shift work in these cases must continue for a period of not less than ten (10) consecutive work days. A shift shall consist of seven (7) hours with one-half (1/2) hour for lunch after the first four (4) hours of each shift. Shift times shall be set as fol-

lows and adhered to as closely as possible: 8:00 A.M. to 3:30 P.M., 4:00 P.M. to 11:30 P.M. and 12:00 Midnight to 7:30 A.M. Wage rates and fringe benefits for shift work shall be the normal straight time wages and fringe benefits rates set forth in Paragraph 7 of this Agreement plus a shift premium of thirty percent (30%) for wages and fringe benefits on shift work performed Monday through Friday on the 4:00 P.M. and Midnight shifts. For shift work performed on weekends the shift premium shall be fifty percent (50%) of wages and fringe benefits. For shift work performed on the Holidays set forth in Paragraph 35 of this Agreement, double time wages and fringe benefits shall be paid. It is noted that the normal workday Monday through Friday 8:00 A.M. to 3:30 P.M. time period is not considered a shift for the purpose of this Agreement and therefore not subject to the shift premium. The Employees who are performing shift work shall not be transferred from other jobs nor work multiple shifts. There will be a different Foreman for each shift.

32. LUNCH PERIOD: Lunch period shall be four (4) hours after starting time. Work performed during lunch period shall be paid at double time and the Employees should be given reasonable time to eat without any deduction of wages.
33. "SHOW UP" EXPENSE: In the event Journeymen and Apprentices report for work at the job starting time and for any reason beyond their control they are unable to start work, they shall receive two (2) hours wages (only) as expenses. Apprentices shall receive a minimum of twenty five dollars (\$25.) as expenses.

ARTICLE 8

Reporting and Starting Time

34. REPORTING - STARTING - QUITTING - TRAVEL BY BOAT - TRANSPORTATION - BOARD - TOLL

CHARGES: Journeymen and Apprentices may report for work within a reasonable time period before the established starting time at a shop or a job site and be prepared to commence work at the starting time. When a shanty or locker is on an upper floor, an Employee must be given enough time to get to the ground floor at the established quitting time. When ordered to report to the shop the Employer shall then furnish transportation to the job and return. Where it is necessary to cross water to reach a job and there is no standard means of transportation available, the Employer prior to entering into contract, shall meet with the Union to agree on method and conditions of transportation of its members. If unable to furnish such transportation, Employees on the job shall receive board. Where it is necessary to cross water by boat, Employees shall report to the dock within a reasonable time prior to the established job starting time and they shall return to the mainland not later than the established quitting time. The cost of any toll charges shall be borne by the Employer.

ARTICLE 9

Holidays and Overtime Pay

35. **HOLIDAYS:** Holidays shall be as follows:

New Year's Day	Columbus Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Friday following Thanksgiving
Labor Day	Christmas Day

36. **OVERTIME PAY:** No work shall be performed during any hours other than those specified or on any Saturday, Sunday, or the Holidays listed herein, except in case of emergency, in which event Employees shall receive overtime rates for their labor. Permission to work must first be obtained by the

Employees from the Union. An emergency is to be determined by the Business Agent.

Overtime rates on new construction will be as follows:

Unless otherwise provided in the Agreement, the Wages and Fringe Benefits Rates will be Double Time.

ARTICLE 10

Apprentice Regulations

37. APPRENTICES: A Joint Apprenticeship and Training Committee consisting of equal representation from the Union and the Association shall continue to formulate, adopt and administer apprenticeship standards to meet the needs of the Plumbing Industry in the five boroughs of New York City. The Apprenticeship and Training Committee shall make every effort to conform as nearly as local conditions permit to the standards of the National Joint Apprenticeship Training Committee. Any agreement presently existing between the representatives of the Joint Apprenticeship and Training Committee shall continue in full force and effect until its expiration. The Apprenticeship program shall continue to be administered in accordance with the "statement of compliance" dated August 7, 1972 and filed with the Bureau of Apprenticeship Training, State Office Building, Albany, New York.
- 37a. APPRENTICESHIP SCHOOL: While attending daytime training, Apprentices shall receive wages and fringe benefits for seven (7) hours. If necessary to attain the required training hours, classes may extend to eight (8) hours in which case the Apprentice shall receive the regular seven (7) hours of wages and fringe benefits.

38. RATIO OF APPRENTICESHIP: The number of Apprentices is as follows:

1 Apprentice if	2 Journeymen are employed
2 Apprentices if	7 Journeymen are employed
3 Apprentices if	12 Journeymen are employed
4 Apprentices if	17 Journeymen are employed
5 Apprentices if	22 Journeymen are employed
6 Apprentices if	35 Journeymen are employed
7 Apprentices if	50 Journeymen are employed
8 Apprentices if	70 Journeymen are employed
9 Apprentices if	85 Journeymen are employed
10 Apprentices if	100 Journeymen are employed

1 Apprentice for every 15 Journeymen above 100

Should a shortage of Apprentices arise, Labor and Management agree to address the shortfall through the existing list of applicants.

PART TWO

Safety, Sanitary and Health Conditions, Temporary Facilities - Plumbing Specifications and Contract Information Form - Definition of Plumbing and Gas Fitting - Pipe Cutting and Fabrication - Stewards - Layoff or Discharge - Union Security - Regulation of Employment - More-Than-A-One-Employee-Operation - Quality of Workmanship - Tools and Equipment - Miscellaneous Regulations

ARTICLE 11

Safety, Sanitary and Health Conditions, Temporary Facilities

39. SHANTIES AND WEATHER PROTECTION: All plumbers' "knockdown" shanties shall be assembled and disassembled by the plumbers. Each shanty shall be provided with a heater in the cold weather, a fan in hot weather, and electric lighting if the power is available within 50 feet of the shanty. The clothes shanty shall have bottled water and drinking cups. Non-fireproof shanties shall contain a fire extinguisher. The Employer shall furnish on all jobs a suitable shanty or locker which shall be used exclusively by Journeymen and Apprentices for their clothes only. The clothes shanty shall be heated. Journeymen working at a pipe machine or "kicker" shall be protected from the weather by a three-sided shed with a roof.
40. SAFETY GOGGLES - HATS - SAFETY PROVISIONS: Brazing and safety goggles, and foul weather gear shall be provided to Employees on all jobs. Hard hats with new liners shall be provided for all phases of work. Sturdy and adequate scaffolding and ladders approved under the provisions of the Occupational Safety and Health Act (OSHA) shall be provided at all times. Officers of the Union shall require the Employees to use the issued safety equipment required. Safety meetings by the Executive Committee of the Joint Arbitration Committee shall be held when required on the job.
41. PERSONAL SAFETY ITEMS: Each Employee will furnish his/her own personal safety gear. An allowance of twenty-eight cents (\$.28) per work hour shall be paid to each Journeyman and Apprentice per work hour to provide the funds for his/her personal safety and health items such as prescription goggles or glasses for brazing, welding or for other safety eye

wear, safety foot wear, safety gloves and all other personal safety items.

42. SANITARY AND DRINKING WATER FACILITIES MINIMUM REQUIREMENTS: The parties agree that sanitary and drinking water facilities shall not be less than the minimum requirements under this Agreement. A sketch which illustrates the foregoing is contained in this Agreement. (See Paragraph 48.)
43. TEMPORARY FACILITIES TO BE AVAILABLE: It shall be the duty of the plumbing contractor to make sure services are available for temporary facilities at the earliest possible date building construction permits so that Chemical toilets may be removed. Services shall be considered available when public sewers and water mains exist in the location of the building operation. If the work outlined above cannot be performed, the plumbing contractor is to notify the Business Manager. During plumbers' regular working hours, plumbers shall always be available to take care of any problem or render any service whether or not plumbers are actually working on the job.
44. CONSTRUCTION WATER: One riser or horizontal main, with or without a pump, shall serve sanitary facilities and be available at all times and not require temporary maintenance. This riser shall have no hose cocks. A second riser, horizontal main or branch off of the sanitary facilities riser shall be used for supplying water for construction purposes. The supply of Construction Water shall be maintained by Journeymen Members of Local No.1, before and after the regular hours of work for concrete pouring, concrete curing and the spraying of fireproofing material, as well as for any other purpose when requested by the Agency, Owner or Builder.

The supply of water used for construction purposes (bricklayer) shall not require temporary maintenance when the work is performed within 1/2 hour before the earliest normal weekday job

starting time of any trade or within 1/2 hour beyond the latest normal weekday job quitting time of any trade, excluding the work/trades listed in the first paragraph. Temporary maintenance is required for all work performed beyond these hours. The supply of water for construction purposes (bricklayer) shall be maintained by Journeymen Members of Local No. 1 for all work performed on Holidays and/or on weekends. The use of any storage vessel or any other alternate water supply to circumvent the intent of this paragraph shall not be permitted.

The supply of water used for construction purposes shall be controlled by a valve and it shall be locked before and after regular daily hours of work, on weekends and on Holidays. All Alteration and Rehabilitation Work shall not require maintenance except in cases where there is a complete "gut" of the entire building (excluding incidental piping). The maintenance of water will cease when all temporary fixtures and piping are removed and the permanent system is in use. The Journeyman maintaining the Construction Water shall be a productive Employee, up to the limit that an individual may safely perform.

45. MAINTENANCE OF COOLING AND HEATING APPARATUS: Equipment such as boilers and/or air conditioners, etc. shall require the services of the Plumber while in operation. In order to maintain the jurisdiction of the Plumber, and the Contract liability of the Employer, the following rules shall apply:

- 1) During regular work hours the equipment shall be maintained by Plumbers on the job site.
- 2) When there are no Plumbers on the job site, there shall be three shifts designed to cover the entire 24 hour period, including weekends if necessary, at straight time wages and fringe benefits.
- 3) Should Construction Water and Maintenance coincide at the same time, the work can be maintained by the same

plumber, however he/she must be paid double time wages and fringe benefits when performing this dual function.

- 4) Maintenance of equipment shall cease when all permanent equipment, piping systems and services are in use.

46. **TEMPORARY HEAT:** When a Signatory Contractor employing Local No. 1 Journeymen installs a temporary gas system of heating, the piping for which is connected to the supply introduced by the local utility, and connected to a gas meter, the receiving, distributing, installation, maintenance, servicing, handling and dismantling of all piping, equipment, materials and heaters of this system must be performed by Local No. 1 Journeymen and it is to be done by the Contractor who installed the system.

The hours of maintenance shall be twenty-four (24) hours per day as follows:

Three (3) eight (8) hour shifts at the regular prevailing rate of wages and benefits, Monday through Sunday (including Holidays) for a total work week of one hundred and sixty eight (168) hours. (Straight time only for wages and benefits.) Journeymen will be assigned to this work by the Business Agent of the area, in conjunction with the Employer.

No Journeyman may work more than forty (40) hours in any week.

The builder, with forty-eight (48) hours' notice to the Employer and the Local No. 1 Business Agent, may suspend the temporary gas system of heating for a minimum period of 24 consecutive hours.

The gas will be closed with a suitable locking device. After three (3) closings or shut downs of the temporary system, it shall be required that the entire temporary piping system be removed.

This rule shall be interpreted in a practical and liberal

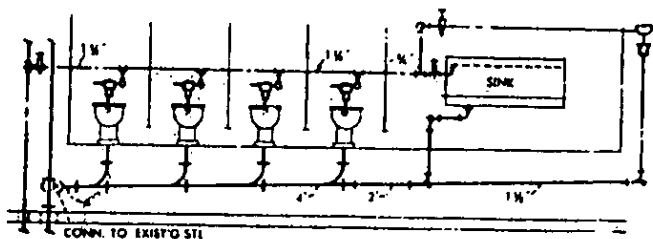
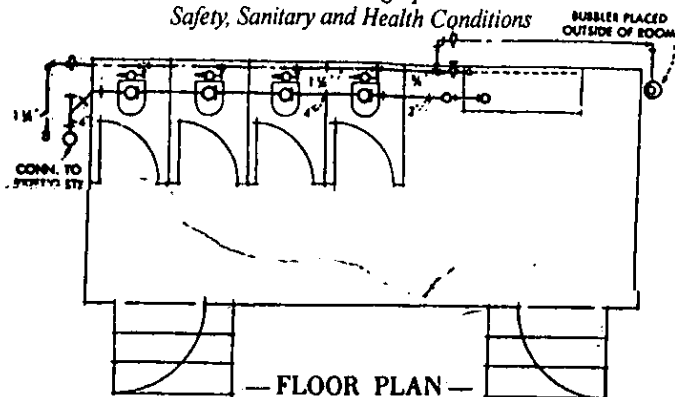
manner, and in accordance with Building Department Regulations.

47. PNEUMATIC SYSTEMS: When a member of the Association signatory to this contract or an independent contractor adhering to the terms of this contract installs a pneumatic system for heating or cooling control, the maintenance and servicing of this system during the construction period shall be performed by members of Local No. 1. The hours of maintenance and service shall be:

Three (3) eight (8) hour shifts (4:00 P.M. to 12:00 Midnight, 12:00 Midnight to 8:00 A.M. and 8:00 A.M. to 4:00 P.M.) at regular prevailing rate of wages and benefits, Sunday through Saturday including Holidays. (Straight time only for wages and benefits.)

This paragraph constitutes an agreement and covers the rates of pay, hours and working conditions of all Journeymen and Apprentices employed by the Employer doing plumbing and pipe fitting as related to the installation, service, and maintenance of all pneumatic control or other related piping systems, and component parts thereof, including fabrication, assembling, erection, installation, dismantling, repairing, reconditioning, adjusting, altering, and servicing of said pneumatic control or other piping systems, and the handling, unloading, distributing, reloading, tying on, and hoisting of all piping materials, appurtenances, and equipment, used in connection with said pneumatic control or other piping systems by any method, including all hangers and supports of every description, and all other work included in the trade jurisdictional claims of Plumbers Local Union No. 1, of the United Association. The Employer shall do work, coming under this Agreement, on all control centers, panel boards, gauge boards, and cabinets on the job site, in the Employer's local shop, or in the Employer's central fabrication shop, wherever it may be located. The rate of pay for Journeymen and Apprentices shall be in accordance with paragraphs 7 and 8 of this Agreement.

48. TYPICAL TEMPORARY TOILET ROOM:
Addendum to Paragraph 42 —
Safety, Sanitary and Health Conditions



- ELEVATION -
TYPICAL TEMPORARY TOILET ROOM

Enclosures will be vented, heated and maintained as required by this Agreement.

Sanitary tissue will be provided.

Number of W.C.'s shall not be less than one W.C. per 30 persons.

Provide sanitary bubbler at each floor of temporary water riser.

Number of W.C.'s shall not be less than one W.C. per 30 persons.

Provide sanitary bubbler at each floor of temporary water riser.

ARTICLE 12

Plumbing Specifications and Contract Information Form

49. PLUMBING SPECIFICATION AND CONTRACT INFORMATION FORM: Such forms shall be distributed by The Plumbing Industry Board to all Employers of Journeymen and Apprentices. The respective Employers shall itemize on this form the plumbing work contained in the contract for each job awarded to the Employer. The Employer shall distribute before the job starts three (3) copies of the form as follows: one (1) copy to Plumbers Local Union No. 1, one (1) copy to the job Foreman for the purpose of showing the form to the Business Agent in the district where the job is located and one (1) copy for the Employer's file. This form shall be signed by the Employer or an authorized representative of the Employer.

ARTICLE 13

Definition of Plumbing and Gas Fitting

50. WORK TO BE PERFORMED: Unless otherwise determined by the Executive Committee of the Building Trades Employers' Association or any national tribunal recognized by and in which the United Association is a participant, the following work, as well as any other work that has traditionally been done by plumbers, is to be performed within "the area" and is deemed to be plumbing and gas fitting and shall be performed exclusively by Employees in the employ of the Employers, viz: (a) all piping and equipment for natural and manufactured gas, water supply and solar heating systems in

its entirety, cast iron mains, hydrants, steel mains and flange pipe, in highways, etc., drains, wastes, soil, vent lines, including all piping for hot and cold water for domestic and culinary purposes and connections to all fixtures and apparatus requiring same, all water piping or waste lines of a temporary or permanent use, all drinking water systems; (b) all piping, connections and equipment for pneumatic, thermostatic, and vacuum and cleaning systems, including vacuum or water operated ash removal systems; (c) all piping, connections and equipment for fire lines and standpipes of every description, including piping for other purposes, and standpipes taking place of tanks; (d) all piping and equipment for the transmission of liquid soap systems, glucose, syrup, liquid sugar, ink or other liquids in manufacturing or commercial plants, acid lines and vents, sub-soil drains, laundry machinery, transmitting gasoline and where lead pipe, sheet lead or solder is used for putting pipes or tubing together and all piping utilized for railing and racks; (e) all piping connects and equipment for ice machine work, and all water supply, discharge and drain piping for refrigerating machinery, ammonia condensers, air compressor jackets, cooling tanks and all other apparatus requiring such piping and connections, and all piping for drinking water as well as all oxygen, nitrous oxide piping and hydrogen piping; (f) all piping and equipment from drip pans, tanks, receptacles, apparatus, etc., of every description which conveys any liquid waste or drip to the plumbing drainage system or fixtures either by a direct or indirect connection to the plumbing system; (g) all drainboards, wall benches, table tops, etc., of every description which may be drained into or toward a plumbing fixture or other part of the drainage system; (h) all welding and burning in connection with plumbing work and plumber's piping; (i) installing all accessories for toilet room and bathrooms, such as soap, sponge, glass, paper and brush holders, towel racks and bars, glass shelves and mirrors, robe hooks and linen and paper towel holders, glass shower doors, and shower enclosures, sanitary napkin dispensers and all accessories of any description installed in toilet rooms and

bathrooms, etc. or which may be used as an accessory to or with a plumbing fixture, and all drain boards, excepting only such china accessories that are tiled in; (j) connecting all gas ranges, and gas logs, and gas fired boilers and unit heaters, all gas dryers and other gas appliances for whatever use, and fuel burning appliances; (k) setting and connecting of all water meters, water filters, hot water tanks, hot water heaters and incinerators, compactor piping, cold water tanks, suction tanks, pressure tanks, storage tanks, house tanks, sump tanks, sump pumps and water pumps of every description whether steam or motor driven, sludge gas and all sewage disposal work, all sewage ejectors, sewage disposal systems, and piping thereto and gases manufactured therein, air compressors and compressed air tanks; (l) all piping equipment used for exhaust fumes; (m) all exhaust and vapor piping for sterilizers, etc.; (n) the installation of all piping and equipment of gasoline bulk plants; (o) the setting and placing, nailing and/or securing of sleeves, inserts and boxes of every description for the installation of plumbing; (p) the wiping and capping of all lead for plumbing and the fabrication of lead, copper, stainless steel, and any material used for plumbing flashings is to be done on the job in which the material is to be installed; (q) the cutting of holes and chases; (r) degritters, grit conveyers, flow weirs of every description, seal water and entire system of pumps and equipment, sludge heaters, sludge treatment systems, fuel systems for vehicles, sluice gates all types, scum skimmers of every description, chlorine systems, fuel cells of every description and all bathroom accessories regardless of the materials they are made of; (s) the setting and connection of all fixtures as partially enumerated below:

STERILIZERS

aspirators	instrument sterilizers
bandage sterilizers	utensil sterilizers
bed pan sterilizers	water stills of every
hot and cold water sterilizers	description

HEATER AND WATER METERS, ETC.

gas heaters
steam hot water heaters
steam pre-water heaters
tank heaters of every description

water filters
water meters and fish traps
and gauges

TANK

beer tanks
benzene tanks
drinking water tanks
expansion tanks
gasoline tanks
hot water tanks
house tanks
hypo-chloride tanks
kerosene tanks
milk tanks

naphtha tanks
perfume tanks
peroxide tanks
pneumatic tanks
septic tanks
soap tanks
suction tanks
vacuum tanks
wax tanks

EQUIPMENT

all milk piping
all pneumatic controls
all restaurant, kitchen and laundry
equipment
all temperature controls
anti-pollution equipment, scrubbers
and compactors
bottle filling machines
bottle washing machines
chlorinating machines
compactors
fill boxes
fountains
hydraulic lifts
laundry dryers
laundry washers

liquidometers
medical gas equipment
and piping
milk storage tank machines
nitrogen equipment
oil separators
oxygen equipment
pasteurizing machines
roof and floor drains of every
description and flashings
soda and coffee machines
washers of every
description
any other water supplied
equipment

FIRE EQUIPMENT

ball drips
CO₂ equipment
dry chemical equipment
extinguishers
extinguisher boxes, cabinets, etc.
extinguisher systems
fire hydrants
hooks and brackets

hose, hose racks and hose
cabinets (lead glass)
ladders
manifolds
nozzles
reducing valves
siamese
signs

PLUMBING FIXTURES

autopsy tables	mirrors (7 1/2 square feet and under) See Paragraph 52
basins	sacrariums
bath tubs	showers
bed pan sinks	sinks and sink cabinets
bidets	slop sinks
cuspidors	swimming pools and pools of any type
dental chairs	unit heaters
drinking fountains	urinals
gas ranges	water closets
grease and plaster traps	whirlpools of any type
hampers	
laundry tubs	

PUMPS

circulating pumps	gasoline pumps
compressor pumps	house pumps
drinking water pumps	sump pumps
ejectors, electric	vacuum cleaning machines
ejectors, pneumatic	vacuum pumps
fire pumps	

STONE AND ACID EQUIPMENT

developing tanks	laboratory sinks
laboratory hooks	laboratory tables

All work in connection with all of the above items as well as all work in connection with any other equipment and material not herein listed, which is within the jurisdiction of Plumbers Local No. 1, shall be performed exclusively by members of Local No. 1.

51. RIGGING - MOVING - HOISTING - HANDLING - SIDEWALK DELIVERY: The apparatus, fixtures and materials including pipe and fittings and those enumerated above are to be handled and distributed by members of Local No. 1 by whatever means available. Under special conditions where the apparatus requires rigging, moving or hoisting, the Employer must notify the Business Agent. When this condition prevails, the plumbers are to work with the riggers "tying on".

All bathtubs must be handled and distributed by members of Local No. 1 on all jobs. There shall be no rigging of any other Fixtures, Basins, Water Closets, Sinks, Ranges, Washing Machines, etc. All these fixtures and materials are to be handled and distributed exclusively by members of Local No. 1.

52. SETTING AND/OR HANGING OF MIRRORS:

STANDARD CONTRACT
AGREEMENT

STANDARD CONTRACT, NUMBER
OF THE NATIONAL ASSOCIATION OF BUILDERS

WITH A PROVISION
FOR THE PROVISION

Building and Construction Trades Council

OF GREATER NEW YORK

PLUMBING CONTRACT No. 9, 1934

APPROVED BY THE
EXECUTIVE COMMITTEE OF LOCAL



441 LEXINGTON AVENUE
NEW YORK 17, N. Y.

March 21, 1933.

We the undersigned, GENE MURRAY, Pres. & Business Manager, Local Union No. 3, United Association of Plumbers, SAM KAPLAN, Business Manager, Glaziers Local Union 1087 and Howard Mc Spedon, Pres. Building & Construction Trades Council of Greater New York, on March 21, 1933 have agreed to the following.

In order to bring about a clearer understanding and to establish a line of demarcation and jurisdiction on the setting and/or hanging of mirrors, the following agreement was entered into between Plumbers Local Union No. 3 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada and Glaziers Local No. 1087 Brotherhood of Painters, Decorators and Paper Hangers of America.

It shall be the work of the plumber to set and/or hang all mirrors that do not exceed 7 1/2 square feet in area in the following locations: all bathrooms, toilet rooms or any other room where the mirror is set or hung over or in connection with wash basins.

It shall be the work of the Glaziers to install all mirrors in all locations when the size of the mirror exceeds 7 1/2 square feet in area.

It shall be the work of the Glazier to glaze all standard pipe fire hose boxes cabinets.



GENE MURRAY

Pres. & Bus. Mgr. Local Union No. 3



SAM KAPLAN

Bus. Mgr. Glaziers Local Union 1087



HOWARD MC SPEDON

Pres., B. & Construct. Trades Council

★★★★★★★★★★★★★★★★★★★★

53. In the matter of Arbitration
between
LABORERS INTERNATIONAL UNION
OF NORTH AMERICA

OPINION

and
UNITED ASSOCIATION OF
JOURNEYMEN & APPRENTICES OF THE
PLUMBING & PIPE FITTING INDUSTRY

AND
DECISION

Case Reference: NY 4/6/93

On Appeal From A Decision
Of The New York Plan

★★★★★★★★★★★★★★★★★★★★

A hearing regarding this arbitration was held on April 22, 1993, at 10:00 AM in the offices of the AFL-CIO Building and Construction Trades Department, Washington, D.C. The undersigned was appointed to hear the case through the Procedural Rules and Regulations for the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry.

APPEARANCES

For the Laborers International
Union of North America

Steve Hammond

For the United Association of
Journeymen and Apprentices
of the Plumbing and Pipe
Fitting Industry

Ed Messmore
James V. Hart

ISSUE

A jurisdictional dispute between Laborers International Union of North America (hereinafter referred to as Laborers) and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry (hereinafter referred to as UA) over the installation of a metallic piping system for drainage, disposal and all separation of industrial and storm waste inside a property line, Long Island Railroad's Richmond Hill shop and yards, Atlantic Avenue and 121st Street, Queens, New York, Slattery Associates, Inc. contractor.

FACTUAL FINDINGS

As a matter of clarification, the parties jointly stipulated that the work in dispute does not involve "disposal" or "**oil separation**" as referenced within the Plan Appeal notice. The work in dispute is limited to the installation of nine drainage lines running parallel to existing railroad tracks within an existing railroad maintenance yard of the Long Island Railroad at Richmond Hill, Queens, New York. Additionally, the disputed work includes the installation of a fifteen inch cast iron main collection drain pipe feeding into the vertical tube coalescing separators.

Both parties offered into submission all exhibits and position statements from the hearing held before the Board of Arbitration of the Building & Construction Trades Council of Greater New York, March 31, 1993, at 44 West 28th Street, New York, New York. In addition to this information the UA offered a copy of the certified transcript of the referenced hearing as recorded by Barrister Reporting Service, Inc., 120 Broadway, New York, New York.

After review of the various arguments of the dispute. It was agreed between the parties that the primary basis for ruling in this case should be the Memorandum of Agreement between the UA and Laborers dated January 23, 1941. More specifically, the third paragraph of said Memorandum is material to the instant dispute.

"All the laying of clay, terra cotta, ironstone, vitrified concrete or non-metallic pipe and the making of joints for main and side sewers and drainage only is the work of the Laborers."

The Laborers conclude from this language that:

"...the making of joints (therefore, the installation of all main and side sewers and drainage, regardless of materials) is the work of the Laborers only. The jurisdiction over sewer and drainage work has nothing to do with whether or not the pipe is metallic..."

The UA argues conversely that:

"...This is a plainly unreasonable reading of the 1941 Agreement, for it simply chooses to ignore what immediately precedes that phrase: an explicit description of the specific types of pipe with which Laborers may work. Local 731 made no effort to explain why the 'making of joints for main and side sewers and drainage only' would be exempt from this limiting language. In fact, neither logic nor common sense justifies such as exemption..."

OPINION AND DECISION

Article 5, Section 8, of the Plan For the Settlement of Jurisdictional Disputes in the Construction Industry references the various criteria which the undersigned is required to consider in rendering a decision. Such criteria is cited in order of precedence. The January 23, 1941, Memorandum of Agreement referenced herein is in fact:

"...an applicable agreement between the crafts governing the case..."
(Page 20 of the Plan)

The Memorandum must therefore be the determining consideration for resolution of the instant dispute. In this regard, the language of the third paragraph of the Memorandum, as previously written herein, must be properly construed.

After an arduous contemplation of the language it would seem that the

“laying” of the pipe and the “making” of joints are meant to be separate and distinct work tasks.

It is uncontested that the specifications of Metropolitan Transit Authority/Long Island Railroad Contract No. 5423: Richmond Hill Shop and Yard Improvement, require in Section 02600 that:

“...all pipe in the storm drainage system must be ASTM A-74 cast iron, and all pipe fittings must be ASTM C-384 cast iron of bell and spigot type, extra heavy weight.”

In consideration of the above information it is unequivocal that the pipe at issue is metallic in nature and therefore excluded from the scope of “laying” embraced within paragraph three of the Memorandum.

I hereby find good and sufficient reason to determine that the installation of pipe which is the subject of this hearing is within the jurisdiction of the UA and should be so assigned.

Thomas G. Pagan

Thomas G. Pagan
Arbitrator

54.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

LOCAL 282, INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA

and

Case 29—CD—237

ACTIVE FIRE SPRINKLER CORP.

and

LOCAL 1, UNITED ASSOCIATION OF
JOURNEYMEN & APPRENTICES OF THE
PLUMBING & PIPE FITTING INDUSTRY
OF THE UNITED STATES & CANADA, AFL-CIO

and

LOCAL 918, INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND
HELPERS OF AMERICA

DECISION AND DETERMINATION OF DISPUTE

This is a proceeding pursuant to Section 10(k) of the National Labor Relations Act, as amended, following a charge filed by Active Fire Sprinkler Corp., herein called the Employer or Active, alleging that Local 282, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, herein called Local 282, violated Section 8(B)(4)(D) of the Act by engaging in certain proscribed activity with an object of forcing or requiring the Employer to assign certain work to employees represented by Local 282 rather than to employees represented by Local 1, United Association of Journeymen & Apprentices of the Plumbing & Pipe Fitting Industry of the United

States and Canada, AFL-CIO, herein called Local 1, and Local 918, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, herein called Local 918.

Pursuant to notice, a hearing was held before Hearing Officer Steven Davis on August 3 and 23, 1977, in Brooklyn, New York. All parties appeared and were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to adduce evidence bearing on the issues. Thereafter, Local 1 and Local 282 filed briefs.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has reviewed the rulings of the Hearing Officer made at the hearing and finds that they are free from prejudicial error. The rulings are hereby affirmed. The Board has considered the briefs and the entire record in this case and hereby makes the following findings:

DETERMINATION OF DISPUTE

Pursuant to Section 10(k) of the National Labor Relations Act, as amended, and upon the basis of the foregoing findings and the entire record in the proceeding, the National Labor Relations Board hereby makes the following Determination of Dispute:

1. Employees employed by Active Fire Sprinkler Corp., who are represented by Local 1, United Association of Journeymen & Apprentices of the Plumbing & Pipe Fitting Industry of the United States & Canada, AFL-CIO, are entitled to perform the work of transporting by jeep or jeep-truck, employees, equipment, and materials between points at the U.S. Postal Service Mail Handling Facility under construction at Kennedy Airport, Jamaica, New York.

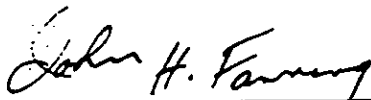
2. Employees employed by Active Fire Sprinkler Corp., who are represented by Local 918, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, are entitled to perform the work of delivering materials by truck from Active's shop to the U.S. Postal Service Mail Handling Facility under construction at Kennedy Airport, Jamaica, New York, and the making of single or multiple deliveries therein.

3. Local 282, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, is not entitled, by means pro-

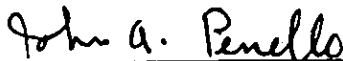
scribed by Section 8(B)(4)(D) of the Act, to force or require Active Fire Sprinkler Corp. to assign any such disputed work to employees who are represented by the labor organization.

4. Within 10 days from the date of this Decision and Determination of Dispute, Local 282, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, shall notify the Regional Director for Region 29, in writing, whether it will refrain from forcing or requiring the Employer, by means proscribed in Section 8(b)(4)(D) of the Act, to assign the disputed work in a manner inconsistent with the above determination.

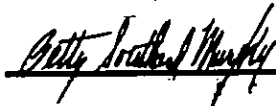
Dated, Washington, D.C. December 14, 1977



John H. Fanning, Chairman



John A. Penello, Member



Betty Southard Murphy, Member

NATIONAL LABOR RELATIONS BOARD

Agreement

between the

UNITED BROTHERHOOD of
CARPENTERS and JOINERS
of AMERICA

and the

UNITED ASSOCIATION of JOURNEYMEN
and APPRENTICES of the PLUMBING and
PIPE FITTING INDUSTRY of the
UNITED STATES and CANADA

SHEET LEAD

May 3, 1967

Agreement

SHEET LEAD

1. Installation of sheet lead direct to walls, ceilings and floors shall be the work of the United Association.
2. Boarding of sheet lead to building construction material on the jobsite prior to installation shall be the work of the United Association.
3. Installation of sheet lead including cutting and fitting on doors, door and window frames shall be the work of the Carpenters.
4. Installation of all building construction material bonded or laminated to sheet lead shall be performed by the Carpenters.
5. All cutting and fitting of building construction material prior to bonding or laminating shall be performed by the Carpenters.
6. All cutting and fitting of sheet lead prior to bonding or laminating shall be performed by the United Association.

For the United Brotherhood of
Carpenters and Joiners of
America


General President

For the United Association of
Journeymen and Apprentices of the
Plumbing and Pipe Fitting Industry
of the United States and Canada


General President

Agreement

between the

UNITED BROTHERHOOD of
CARPENTERS and JOINERS
of AMERICA

and the

UNITED ASSOCIATION of JOURNEYMEN
and APPRENTICES of the PLUMBING and
PIPE FITTING INDUSTRY of the
UNITED STATES and CANADA

BACKING AND ACCESSORIES

June 29, 1965

Agreement

BACKING AND ACCESSORIES

BACKING

1. The installation of all backing for plumbing fixtures and their accessories not affecting the structures shall be the work of the United Association.
2. Cutting and chasing which does not affect the structure shall be the work of the United Association.
3. The installation of all backing for plumbing fixtures and their accessories which affects the structure shall be the work of the Carpenters.
4. Cutting and chasing which affects the structure shall be the work of the Carpenters.

ACCESSORIES

1. Accessories which are directly related to plumbing fixtures such as grab bars, paper holders, towel racks and bars, utility shelves, sanitary paper holders, glass, cup, soap holders, soap dispensers, sanitary napkin dispensers and disposals, combination towel dispenser and disposals, shall be the work of the United Association.
2. Accessories which are not directly related to plumbing fixtures such as laundry chutes, hampers, clothes hooks and lines, medicine cabinets, magazine racks, storage cabinets, cabinet shelves shall be the work of the Carpenters.

For the United Brotherhood of
Carpenters and Joiners of
America


General President

For the United Association of
Journeymen and Apprentices of the
Plumbing and Pipe Fitting Industry
of the United States and Canada


General President

Agreement

between the

UNITED BROTHERHOOD of
CARPENTERS and JOINERS
of AMERICA

and the

UNITED ASSOCIATION of JOURNEYMEN
and APPRENTICES of the PLUMBING and
PIPE FITTING INDUSTRY of the
UNITED STATES and CANADA

SLUICE GATES

June 17, 1968

Agreement

SLUICE GATES

Whenever the term "sluice gates" is referred to on sewage treatment plants, water treatment plants, power houses, flood control projects and jobs of a similar nature, these gates, including the wall thimble or sleeve operating stem, stem guide, operating mechanism, etc., and whether or not they have piping formations attached to them, such gates will be received, unloaded, handled, stored, assembled, leveled, aligned and adjusted by a composite crew consisting of equal number of Millwrights and Pipefitters. Where an electric limit torque is used as the operating mechanism, such electric limit torque shall be set, leveled, aligned and adjusted by Millwrights.

For the United Brotherhood of
Carpenters and Joiners of
America

For the United Association of
Journeymen and Apprentices of the
Plumbing and Pipe Fitting Industry
of the United States and Canada

M. A. Hutchinson
General President

Peter F. Debaerns
General President

D. E. Prunty
Leon W. Greene

Frank J. Lucas
Thomas J. Stigan

Ed Shuey
Raymond Raggi
Edward J. Campbell

Joseph P. Perry
Mack C. Roberts

Wm. Francis
Committee

Committee

Founded 1889
United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada

Composed of journeymen and apprentices who have jurisdiction over every branch of the plumbing and pipe fitting industry

United Association Building, 301 Massachusetts Avenue, N.W., Washington, D.C. 20001

Phone (202) 638-6622

Terrence J. Quinn
International Representative
P.O. Box 257
Salmon, VT 05730
(802) 266-2953
(802) 266-2946 Fax

July 8, 1993

Mr. Marvin J. Boede
General President
United Association
901 Massachusetts Avenue, NW
Washington, DC 20001

RE: Assignment dated 5/13/93, L-200 vs L-638
Juris. Proj. Co-generation Plant - Holteville, L.I.

Dear Sir and Brother:

On June 15, 1993, I arranged a meeting with the Business Managers and Agents of the affected locals involved in the above referenced dispute.

Local 200 Business Manager Lister stated that his dispute in regard to the waste water piping had been resolved. Regarding the gas piping, Local 200 disputed the assignment of gas piping and equipment from the inlet side of the gas compressor to the flow control valves on the fuel gas skid.

Local 638 claimed jurisdiction from the down-stream side of the first regulator valve. My decision is that the gas compressor and related piping equipment, including ignition lines are clarified in the 1914 tradeline agreement. I refer you to the next to last paragraph which refers to previously rendered decisions of the B.T.H.A., specifically, decision 199-A of the 1950 hand book.

I also wish to refer you to previous decisions rendered by General Organizer John Hagan, dated 6/28/54, 1/29/62, 2/5/62, 11/26/62, also, the appeal by Local 638, dated 5/31/62, and the denial of appeal by General President Schoemann, dated 8/2/62; all of which serves as a guide for me in ruling in favor of Local 200.

To further guide and assist in clarification for the prevention of additional redundant disputes of the gas piping jurisdiction, the plumber shall install all natural gas lines and related equipment to fuel boilers up to and including the last flow control regulator prior to entry to the combustion chamber.

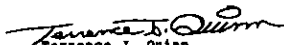
Part "B" of this assignment deals with raw water and service piping. It has been ascertained that on this particular project, the raw water and the service piping are one and the same.

In remaining consistent with all previous decisions of record in this area, the plumbers shall install all watermain lines that service fixtures or equipment that they install.

Plumbers shall leave suitable outlets in the water main supply system for the steamfitter make-up supply water lines. Preponderance of water usage volume shall not alter the jurisdictional validity of this policy.

Unless otherwise advised, I will consider these disputes resolved.

Faternally yours,


Terrence J. Quinn
International Representative

ARTICLE 14

Pipe Cutting and Fabrication

58. ALL PIPE TO BE HANDLED, CUT, THREADED, JOINED, FABRICATED, ETC. AND INSTALLED BY JOURNEYMEN AND APPRENTICES: All piping pertaining to plumbing including plain end I.P.S. sleeves shall be handled, cut, threaded, joined, fabricated, etc. and installed by Local No. 1 Journeymen and Apprentices covered by this Agreement.
59. MATERIALS, TOOLS, PIPE MACHINES AND EQUIPMENT PROVISIONS: All materials, tools, pipe machines and equipment shall be permitted in "the area" covered by this Agreement, provided the materials, tools, pipe and equipment machines are in compliance with City, State and Federal codes and safety and health regulations. A Joint Committee will be appointed to review all new materials, tools, pipe machines and equipment.
60. REGULATIONS FOR CUTTING, JOINING AND FABRICATING: Pipe may be cut, joined or fabricated on the job, on the site, or at the permanent pipe shop of the Employer or on another of his/her jobs by Journeymen plumbers represented by the Local Union which has jurisdiction in the territory where the pipe is to be installed. When pipe is cut off the job site, the Employer who has contracted to do the work must first obtain labels for the pipe from the Local Union with jurisdiction where the pipe is to be installed and the labels shall be attached to the pipe or formation. Labels must show the Journeyman's name performing the work, card number and the address of the shop or job where the work was performed. The Employer who obtains labels from the Local Union will be held accountable to the Local Union for such labels. Pipe as described herein shall not be installed

unless it is properly labeled. A standard form is to be furnished by Plumbers Local Union No. 1 and be available to all Employers. The completed form shall provide a description of the work to be done. Sketches may be required on extensive fabrication work. The form shall be filled out and signed by the Employer that is requesting the labels. A copy is to be sent promptly to the office of Plumbers Local Union No. 1. When pipe is being fabricated in a contractor's shop there must be a Journeyman and an Apprentice during the cutting, threading or other operations.

- 60a. REGULATIONS ON CUTTING-PUBLIC WORKS: On public works jobs with a plumbing contract value of \$1,000,000 or less, full length pipes (20' or 21') with a diameter of 2-1/2 inches or larger may be cut in half and both ends prepared by manufacturers and/or supply houses notwithstanding the provisions of paragraph 60. This paragraph shall be reviewed every twelve (12) months.
61. NIPPLES, LENGTH AND DIAMETER - "FLEXIBLE" CONNECTORS, LENGTH: Nipples shall not be over six inches (6") long, except when the nipple is two and one half inches (2-1/2") and up in diameter, the nipple may be twelve inches (12") long. The permissible length of "Flexible" connectors will be limited to thirty-six inches (36") for gas connectors, and twelve inches (12") for water systems. Also included in the twelve inch (12") limitation will be the use of prepressed caps (bullets).
62. CUTTING AND/OR CORING OF HOLES AND OPENINGS FOR PLUMBING LINES AND EQUIPMENT: The cutting and/or coring of holes and openings for plumbing lines and equipment shall be performed by Plumbers Local Union No. 1 personnel. This work, if subcontracted, shall be to an Employer signed to this Agreement employing Local No. 1 personnel.

63. WELDING AND/OR BURNING: Welding and/or burning pertaining to plumbing or any other work controlled by the Union shall be done on the job or in the shop by Journeymen members of Local Union No. 1. Whenever a Journeyman working with an Apprentice is welding and/or burning galvanized pipe or stainless steel or any other pipe that gives off "poisonous" gases, the Employer shall furnish one (1) quart of milk in the morning and one (1) quart in the afternoon per person for prevention of "poisoning". A Journeyman, when welding, brazing and/or burning shall not work alone. All Employees performing the above work must possess a Certificate of Fitness and/or Fire Watch Certificate.

ARTICLE 15

Stewards

64. STEWARDS - APPOINTMENT AND OTHER PROVISIONS: A qualified Steward shall be employed and appointed on all new construction and complete gut alteration jobs where more than four (4) Employees are employed at plumbing work. He/She shall come from the union hall and be appointed by the Business Agent in the area, or at the discretion of the Business Agent, the Steward may be selected from among the Employees on the job. In the case of alteration jobs, the Steward shall be selected from among the Employees on the job. A Steward shall be a competent working Journeyman plumber and shall work with his/her tools as a productive Employee. A Steward shall be paid at the same rate as other Journeymen on the job, and shall be subject to the same rules and conditions by the Employer as other Journeymen. A Steward shall not lose time when other Journeymen plumbers are working, excluding the Foreman. A Steward cannot be removed by the Employer unless he/she is in violation of the Agreement or for incompetency. When a job is phasing down, a Steward will not be required when there are less than four (4)

Employees on the job. If or when a job starts up again, the Steward shall be re-employed. If the Steward is not available, then another Steward will be appointed.

65. **STEWARDS FUNCTION:** The function of a Steward is that he/she shall notify the Business Agent when a dispute arises on the job according to the Trade Agreement. The Steward cannot call for a work stoppage or strike. A project shall be considered one (1) job. A Steward cannot become a Foreman or Deputy Foreman on a job where he/she is serving as a Steward.
66. **STEWARDS DUTIES:** The Steward shall have reasonable time to inspect shanties, and look after sanitary and safety conditions; see that they are lived up to in strict accordance with the Collective Bargaining Agreement, etc., as well as jurisdictional questions; and he/she shall report all such violations to the Business Agent.
67. **STEWARDS - REPLACEMENT:** If a complaint is made against the Steward by the Employer, it shall be made to the Business Agent in the area and a meeting shall take place between the Employer and the Business Agent within 48 hours of receipt of the complaint. If no meeting occurs or the situation cannot be resolved at the meeting, the matter shall be referred to the arbitration procedures set forth in Paragraph 95, except that the Executive Committee hearing shall occur within three (3) business days. If there is an impasse at the Executive Committee hearing, the Steward shall be replaced with a "temporary Steward" who shall be selected by the Business Agent from among the Employees on the job. The replaced Steward shall remain on the job as a "regular" journeyman and is then subject to all obligations, responsibilities and protections as other Employees. If, at the conclusion of the arbitration process, it is determined that the replacement of the Steward was justified, the Business Agent may appoint a

permanent replacement Steward from the hall or appoint the "temporary Steward" as the permanent replacement. However, if the dispute arises on an alteration job, the replacement Steward shall be selected from the Employees on the job.

68. STEWARDS - SPECIFIC ASSIGNMENT TO JOB OR SHOP: If, after a hearing by the Executive Committee and/or the Joint Arbitration Committee, an Employer is found to have violated a major regulation of the Collective Bargaining Agreement and the decision of the Committee is to place a Steward on the job and/or in the shop of such Employer, then the Union shall appoint the required Steward regardless of the number of Employees employed on the job or in the shop.
69. SUPERINTENDENTS: Superintendents shall not handle tools. A superintendent need not be a member of the Union. If a superintendent is a member of the Union, he/she may, and the Employer also may, give instructions to anyone on the job. A superintendent, if a member of the Union, shall receive a minimum of four dollars (\$4.00) per hour above the Journeyman rate of pay. If the superintendent is not a member of the Union he/she shall give instructions only to the Foreman on the job.

ARTICLE 16

Layoff or Discharge

70. LAYOFF OR DISCHARGE - BAD WEATHER PROVISIONS - PAYMENT OF WAGES - TERMINATION OF EMPLOYMENT SLIPS - FOREMAN AND STEWARD PROVISION - GENERAL REGULATIONS: When Employees are laid off or discharged, they must be paid wages due them at the time of layoff or discharge. An Employee

employed for a period of one week or more shall not be laid off before the end of the day. Employees shall be given wages at least one half hour before being laid off or discharged, and shall receive not less than four (4) hours pay for the day on which the layoff or discharge takes place. Termination of employment slips must be placed in an Employee's envelope when he/she is laid off or discharged. When an Employee leaves for vacation he/she must be informed of his/her probable employment status on his/her return. If the Employer feels that there will be no work available upon his/her return, the Journeyman or Apprentice must be given a layoff slip and paid up to date. Employees reporting for work or commencing work at a shop or job not having been laid off the previous night, shall be entitled to four (4) hours pay if laid off. If an Employee works the entire morning and starts to work after the lunch period and is then instructed to stop work by the Employer or the Employer's representative such Employee shall be paid a full day's pay. Employees who cannot start work or who must stop work because of lack of material, without having completed the first four (4) hours, shall be entitled to a full day's pay. When Employees are stopped from working because of bad weather or lack of material or are not permitted to start work for such reasons or when Employees decide to stop work because of weather conditions they are to be paid on the regular pay day. When an Employee decides to stop work due to weather conditions, he/she shall be paid to the end of the hour. However, when Employees are laid off or discharged and severed from the payroll they shall be paid wages due them at the time of layoff or discharge. An Employee who has not been permitted to start work at the established job starting time because of bad weather shall not stay in the "Shanty" or on the job. Since the Employee has not been permitted to start work he/she should leave the premises. The Foreman on the job is excluded from this provision.

ARTICLE 17

Union Security

71. UNION MEMBERSHIP - A CONDITION OF EMPLOYMENT: All members of the Union employed by the members of the Association and by the Employers who agree to be bound by this Agreement shall remain members in good standing in the Union during the life of the Agreement or any renewal or extension thereof as a condition of employment. All Employees thereafter employed must become members of the Union after seven (7) days and remain members in good standing in the Union as a condition of employment for the period or periods mentioned above.
72. UNION SECURITY - IN ACCORDANCE WITH LAW: In the event that during the term of this Agreement there is a change in the law which will permit a greater degree of Union security to the Union, such Union security as provided above shall be modified so as to provide the maximum degree of Union security permitted by such change in the law.
73. EMPLOYMENT OF OLDER WORKERS: Unless their actions would cause them to violate a Federal, State or City Law, Employers shall employ on all construction jobs or in any shop employing five (5) or more plumbers, one (1) plumber who is 55 years of age or over. Employers shall not assign any Employee 55 years of age or older to a "bull gang" unless it is an emergency and shall employ one (1) additional Employee 55 years of age or older for each additional five (5) Employees employed or major fraction thereof.
74. GREEN CARDS: The Union shall issue a Green Card to an Employer for each job performed by such Employer. No Employees shall commence or continue working on a job unless a Green Card for such job has been issued, is posted on

the job and is in effect. If any Employer requests another Green Card for a specific job on which a Green Card has already been issued, the Union shall not issue such other Green Card without first consulting with the Employer to whom the original Green Card was issued to ascertain if Employee Wages and Fringe Benefit payments are up to date.

ARTICLE 18

Regulation of Employment

75. EMPLOYEES ON ONE PAYROLL ONLY: A Journeyman or Apprentice shall not be on more than one payroll at any one time.
76. EMPLOYMENT PROHIBITIONS - SELF-EMPLOYED - FOR OTHER THAN A LICENSED PLUMBER, ETC.: A Journeyman or Apprentice shall not perform plumbing work during or after the regular working hours of this Agreement, either as self-employed or for a licensed or unlicensed contractor or any other Employer who is not signatory to this Agreement.
77. WHEN A JOURNEYMAN BECOMES A LICENSED PLUMBER - REGULATIONS: A Journeyman who becomes a Master Plumber or Licensed Plumber and legitimately enters into business as an employing plumber shall, for a period of one year, be permitted to handle tools, do mechanical work or install work within the jurisdiction of this Agreement. After the one year period, to continue as an employing plumber, he/she shall not be permitted to work with the tools of the trade.
78. SUBLETTING OF WORK - INSTALLATION OF SEWERS, WATER MAINS AND SITE SOIL DRAINS: The Licensed Plumbing Contractor and Journeymen agree not to

sublet or contract for labor for any work coming under the jurisdiction of this Local Union except on jobs where the underground piping for water supply, sanitary purposes, gas supply, or any other piping pertaining to plumbing which is under the jurisdiction of the United Association, is contained in the plumbing contract. Such work can be sublet to another licensed plumbing contractor who is under Agreement with Local No. 1. It is understood that when this is done the Union shall be notified. No plumbing work is to be performed on any job until sewer and water mains and all site soil drains have been installed or are to be installed by qualified Journeymen or Apprentices under the terms of this Agreement employed by a licensed plumbing contractor. The installations are to be done as promptly as possible. If there is any deviation or question in connection with this matter, the Business Agent is to be notified by the plumbing contractor. Local No. 1 reserves the right to refuse to handle, install or connect any plumbing material or equipment that is included in the jurisdiction of Local No. 1 which has been manufactured or prefabricated on or off site or installed in violation of Local No. 1's jurisdiction as specified in this Agreement provided such refusal does not violate any applicable law.

79. NO LIMITATION OF WORK - NO RESTRICTIONS: No limitation shall be imposed by the Union or the Employer with respect to the amount of work to be performed by any Journeyman or Apprentice. The Union shall not issue any instructions or promulgate any rules, or take any actions which will in any way restrict or interfere with the Employer's control of his/her Employees, except as otherwise specified or provided in this Agreement.

ARTICLE 19

More-Than-A-One-Employee-Operation

80. HEALTH AND SAFETY OF EMPLOYEES OF PRIMARY IMPORTANCE: The health and safety of the Employees is of prime importance. Therefore, it is understood that no Employee can be expected to work beyond his/her capacity, nor shall he/she be expected to work in dangerous or unsafe areas by himself/herself, nor shall he/she be expected to handle and/or install large size pipe or equipment without the proper assistance and proper equipment. No Journeyman shall be discriminated against in any manner because of his/her request for proper assistance. The Employer and all members of the Union agree to abide by the Federal OSHA requirements for the health and safety of everyone.
81. TWO-PERSON TRADE: Employees shall be employed in equal numbers including Apprentices within the scope of the ratio set up by the Joint Apprentice Committee. A working Foreman is to be included in the even numbers, non-working Foreman not part of the even numbers. A two-person job will be allowed an Apprentice in addition to the two people provided it is within the job ratio, except one, two and three family houses and jobs deemed as commercial alterations where a Building Trades Journeyman and a Building Trades Apprentice shall be permitted to work as a team at the prevailing rate.
82. OPERATIONS OF ONE-EMPLOYEE TYPE: Among the operations that are to be considered of the "one-employee" type, the following will be included: installation of bathroom accessories such as paper holders, toothbrush holders, towel bars, hampers, curtain tie racks, grab rails, glass holders, mirrors, medicine cabinets, soap holders, soap dispensers, soap tanks, etc., and piping in connection therewith, etc., plumbing

fixture trim such as handles, escutcheons, seats, etc., flushometers, faucets, sink wastes, shower heads, lavatory fittings, traps, wastes, water supply lines, etc. The term "water supply lines" shall be construed as the pipe from the wall fittings and supply fixtures, and shall not be interpreted to mean pipe which is more than three (3) feet from the fixture to which such pipe will be connected or any pipe which is over one inch (1") in diameter. The installation of floor flanges, water closets, lavatories and sinks or other plumbing fixtures or appliances which do not weigh more than forty pounds (40 lbs.), or measure more than 24" x 24" shall be a one-employee operation. The above partial listing shall not be considered as all inclusive. This provision must be construed in a liberal and practical manner. On certain operations more than one plumber will be required, such as working on scaffolds or places that might be unsafe or which are impossible for one Employee to handle. In the event of any dispute as to what might constitute more than a one-employee operation, the following procedure is to be used:

- (a) The complainant shall be the Steward on the job.
- (b) The Steward must immediately notify the Business Agent of the nature of the complaint.
- (c) If the Business Agent and the Employer cannot agree on a settlement, then the matter will be referred to the Arbitration Procedures outlined in this Agreement.

ARTICLE 20

Quality of Workmanship

83. COMPLIANCE WITH CODES: All parties agree that the quality of workmanship shall be pursuant to and comply

with all provisions of the code, rules, regulations and specifications of the City government, State government, Federal government or agency having jurisdiction of that particular job.

84. **ALL WORK TO BE THOROUGH:** All work shall be executed in a thorough and workmanlike manner. An Employer who shall discharge a Journeyman or Apprentice for performing his/her duties in compliance with the Plumbing Codes of any jurisdiction covered by this Agreement shall be deemed to have violated this Agreement and shall be subject to charges and discipline by the Joint Arbitration Committee.
85. **TESTS TO BE WITNESSED:** The Union reserves the right to have its Representatives witness all tests required by the Plumbing Codes. All tests must be "water tight" before the Business Agent is called. Foreman shall notify the Local Union twenty-four (24) hours in advance for requested testing.

ARTICLE 21

Tools and Equipment

86. **TOOLS TO BE FURNISHED:** The Employer is to furnish all tools and equipment necessary to make a complete plumbing and piping installation and no Employee is to furnish any tools except the rule. All tools and equipment (scaffolds, ladder, etc.) shall at least meet the standards set by the Occupational Safety and Health Act and the Safety Division of the New York State Department of Labor and the Joint Arbitration Committee.
87. **RECORD KEEPING OF TOOLS:** The Employer may keep a record of his/her tools to guard against loss. A Journeyman

who receives tools from the Employer and for which a receipt is given to the Employer, shall be responsible for such tools lost. The Union will require Journeymen to replace or pay for lost or missing tools furnished by the Employer and for which the latter holds a receipt from his/her Journeyman. Responsibility rests with the Journeyman during working hours only.

88. IDENTIFICATION TAGS: If Employers' identification tags or other means of identification are used, they shall be issued and returned within the work day.

ARTICLE 22

Miscellaneous Regulations

89. USE OF OWN VEHICLE PROHIBITION: A Foreman, Journeyman or Apprentice shall not use his/her own vehicle during working hours unless compensated by the Employer.
90. CLOTHING DAMAGE OR LOSS: In the event that an Employee's working clothes, including shoes and rule, are seriously damaged by fire, water, theft, chemicals or any other means during working hours or any other hours, the Employer shall compensate the Journeyman or Apprentice for the replacement of these articles upon presentation of a receipt but in no event shall the amount for replacement exceed \$200. In the event personal property, including street or dress clothes of the Employee are lost or damaged due to fire, theft or water, during working hours, the amount of damage for each Employee shall be ordinarily limited to \$250.

PART THREE

Joint Plumbing Industry Board - Arbitration
Procedure - Interpretation of Agreement - Job
Target/Market Recovery Program and Commercial
Alteration Work - Contract Termination

ARTICLE 23

Joint Plumbing Industry Board

91. COMPOSITION OF BOARD: There is a Joint Plumbing Industry Board in the jurisdiction of Local Union No. 1 which consists of an equal number of union representatives and bonafide established contractors who employ Journeymen and Apprentices within the jurisdiction of Local Union No. 1. The Employer agrees to be bound by the provisions of the Trust Agreements Pertaining to Pension, (including The Plumbers and Pipefitters National Pension Fund) Welfare, Vacation-Holiday, Supplemental Benefits, Trade Education, and any other established funds and the rules and regulations of such funds and Trust Agreements pertaining to The Joint Plumbing Industry Board and the rules and regulations thereof and Amendments thereto by incorporated minutes. Where Management Trustees are to be appointed, they shall be appointed by the Association. Where Labor Trustees are to be appointed, they shall be appointed by the Union.
92. BOARD TO RECEIVE FRINGE BENEFITS PAYMENT: The Joint Plumbing Industry Board shall continue to receive, beginning with the effective date of this Agreement, from each Employer, for Journeymen and Apprentices, all Fringe and Supplemental Benefits and Contributions mentioned in this Agreement, for the cost of its administration, Welfare Fund, Additional Security Benefit Fund and any other benefits which may be provided. The Joint Plumbing Industry Board shall have the right to proceed directly to collect all fringe benefits and contributions in an action in Federal and State court without first resorting to any arbitration procedure under this contract.
93. FUNDS - ADDITIONAL COVERAGE OF: All Union Officials of Local Union No. 1, U.A. (Union Officials are generally known as "weekly salaried officers"), including the Administrator of The Joint Plumbing Industry Board, shall be

entitled to the same coverage as Journeymen and Apprentices provided their Employer (Local Union No. 1 and The Joint Plumbing Industry Board, as the case may be) make payments for such persons to The Joint Plumbing Industry Board at the rate herein prescribed.

ARTICLE 24

Arbitration Procedure

94. NO WORK STOPPAGE OR LOCKOUT: There shall be no work stoppage or lockouts for any reason whatsoever except as specifically provided for in this Agreement. In the event of a work stoppage or lockout which either the Claimant or the Defendant claims to be a breach of this Agreement, either may request that the dispute be submitted to an immediate arbitration. In such case, the Union shall designate two (2) Arbitrators and the Association shall designate two (2) Arbitrators. The Arbitrators shall immediately hold hearings and render an award within 72 hours of the request, the award to be final, binding and conclusive. If the Arbitrators are deadlocked by failure to have a majority support for a decision, then the Association or the Union may request that the dispute be submitted to immediate arbitration by the American Arbitration Association or other arbitration agreed to by the Union and the Association. The American Arbitration Association shall immediately appoint a single Arbitrator without submission of a panel of Arbitrators to the parties, and the Arbitrator shall immediately hold hearings and shall immediately render his/her award. No Employer or individual Union member shall have the right to this immediate arbitration by the American Arbitration Association or other Arbitrator agreed to by the Union and the Association unless requested by the Association or the Union. If neither the Union nor the Association requests this immediate arbitration by the American Arbitration Association or other Arbitrator agreed to by the Union and the Association, then the Arbitration

shall be submitted to the Joint Arbitration Committee and Proceed as provided in paragraph 95.

95. COMPLAINTS TO BE HEARD WITHIN 10 BUSINESS DAYS: All disputes and controversies arising out of and under this Agreement or related thereto shall be settled by arbitration as provided herein with proper speed. The peaceable resolution of all disputes is of the essence. There shall be a Joint Arbitration Committee (hereinafter "Full Committee") of not less than six (6) or more than ten (10) members with an equal number appointed by the Union and the Association. The Full Committee shall make its own rules and formulate its own procedure, not otherwise contrary to the provisions herein. The Full Committee shall designate a person to receive complaints and/or disputes. All complaints and/or disputes shall be submitted in writing to the person so designated by the Full Committee. All complaints shall first be heard and arbitrated by an Executive Committee within ten (10) business days after such complaints and/or disputes are presented in writing to the person designated by the Full Committee to receive them. The Executive Committee shall be composed of two (2) Arbitrators, one (1) Arbitrator, a representative appointed by the Union, and one (1) Arbitrator, a representative appointed by the Association. Neither representative shall be the complainant nor the defendant. The Executive Committee shall hear a case and settle it. The complainant and the defendant may present their case to the Executive Committee. If the complainant or defendant or both or one of the Arbitrators do not appear at the hearing, a decision may be rendered in their absence provided all parties and the Arbitrators have been given five (5) days written notice of the hearings by certified mail. If the Arbitrators cannot agree, then the case must be brought to the Full Committee. If one Arbitrator does not appear, that Arbitrator can bring the case to the Full Committee if such referral is made within three (3) days after a decision. The complainant or defendant shall have no right to bring the case to the Full Committee if the Arbitrators agree on a deci-

sion. If the Arbitrators agree on a decision, that decision shall be final. If the Arbitrators do not decide the case within ten (10) business days, either the complainant or defendant may bring the case to the Full Committee. The Full Committee shall hear and decide the case within twenty (20) days of the date the Arbitrators cannot agree on the case and is brought to the Full Committee. If the complaint and/or dispute is not resolved within the time limited by the Full Committee, then either the complainant or defendant may request final arbitration by a neutral third party Arbitrator. Within five (5) days from the failure of the Full Committee to resolve the complaint and/or dispute, the Association and Union shall agree upon the appointment of a neutral third party arbitrator from the American Arbitration Association of New York City. If the Association and Union do not agree then the American Arbitration Association of New York City shall designate the neutral third party Arbitrator. The Arbitrator shall immediately hold hearings and render the award with dispatch, the award to be final, binding and conclusive. No Arbitrator designated under this Agreement shall have the right to alter, modify or amend it. All final awards shall be in writing signed by the Arbitrator as representing the agreed award and shall be enforceable in Federal and State Court under the applicable law. If during the arbitration procedure described herein, a work stoppage or lockout occurs or continues, then either the Union or Association shall have the immediate right to terminate the herein arbitration procedure and invoke the immediate arbitration procedure described in paragraph 94. **NO WORK STOPPAGE OR LOCKOUT.** The Arbitrators, whether Executive Committee, Full Committee or other Arbitrators, shall have the authority to award money damages and payments including interest and penalties, impose a special job or shop steward or other remedy or relief. Whenever it is not possible or practical to identify particular employees who have suffered a financial loss due to an Employer's breach of this agreement, the parties may agree, or an arbitrator(s) may so order, that any payment due as a result of the Employer's breach be paid to the Trade Education Fund and/or the Welfare Fund.

96. COST OF ARBITRATION: The Arbitrator (Arbitrators) may assess the cost of the arbitration against any party or may allocate the cost in any manner deemed to be appropriate at the discretion of the Joint Arbitration Committee.
97. JURISDICTION DISPUTES: There shall be no strikes or lockouts or stoppage of work as relate to disputes between trades, and disputes relative to questions of jurisdiction of trades shall be adjusted in accordance with the principles of the New York Plan for the settlement of jurisdictional disputes as set forth in the Joint Arbitration Plan of the New York Building Trades as adopted on July 9th, 1903 and amended on April 22nd, 1905 and as thereafter amended, and all decisions rendered thereunder determining disputes arising out of the conflicting jurisdiction claims of various trades shall be recognized by and be binding upon the parties hereto, except to the extent that Section 3 of the said Joint Arbitration Plan requires the Employer to employ only members of the Union directly or indirectly, through subcontractors or otherwise.
98. ADMINISTRATION OF THE VARIOUS TRUSTS SO LONG AS FUNDS ARE AVAILABLE: The administration of the various trusts hereto established for the benefit of the Employees including the continuation of the payment of benefits so long as funds are available, shall not be affected by the fact that the parties are unable to reach a new agreement at the termination of this Agreement and a strike or lockout takes place. Furthermore, any dispute arising between the Trustees designated by the parties hereto during such period shall be resolved by arbitration. There shall be provided in such Trust Indentures, in addition to the regular arbitration procedure, a provision for the expeditious handling of such disputes by arbitration during such periods, namely that the American Arbitration Association shall immediately appoint a single Arbitrator at the request of any party without submission of a panel of Arbitrators to the parties, and the Arbitrator shall

immediately hold hearings and shall immediately render his/her award.

ARTICLE 25

Interpretation of Agreement

99. **NO OTHER CONTRACTS TO BE MADE:** No contracts or understandings inconsistent with or contrary to the terms of this Agreement shall be made between the Association or Employers covered by this Agreement and the Union either as individuals or groups.
100. **NO OTHER AGREEMENTS EXIST:** No other understanding or agreements exist between the parties hereto or their members, or any other Employer covered by this Agreement, and this Agreement contains the complete understanding between and among them. All prior agreements and understandings, oral or written, shall terminate upon the taking effect of and shall be superseded by this Agreement. Any conduct or practice by the Union or an Employer contrary to the terms of this Agreement shall not waive any terms of this Agreement. No amendments or modifications of this Agreement shall be valid unless it is agreed to by the Association and the Union and reduced to writing.
101. **THIS AGREEMENT CONTROLLING:** In the event of any conflict between the terms, conditions and provisions of the Agreement and the Constitution and By-laws of the Association and the Union, this Agreement shall be controlling. The parties shall cause appropriate changes to be made in the respective Constitutions and By-laws to make them consistent with the provisions of this Agreement.
102. **LEGALITY OF AGREEMENT:** Should the Courts decide any part of this Agreement to be illegal, the remaining parts shall not thereby be invalidated; it being the sole interest and purpose of this Agreement to promote peace and harmony in the industry along lawful lines.

103. UNION RIGHTS: This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members from jobs when necessary and when the Union or its proper representatives decide to do so, but no removal shall take place until one (1) working day's notice has been given to the Employer involved and to his/her representative to protect his/her interests, and provided further, that such removal is not contrary to any existing law. This provision applies only in cases where the employing plumbing contractor is not involved.

ARTICLE 26

Job Target/Market Recovery Program and Commercial Alteration Work

In an effort to recapture lost work, and to be more competitive with the non-union sector of our industry, the parties have agreed, commencing with this Agreement, to redefine the scope of work in the Alteration Division to include the following:

104. JOB TARGET AND MARKET RECOVERY PROGRAM: The Parties have agreed to form a Joint Committee to target specific jobs during the bidding process. The sole purpose of this program is to secure additional employment opportunities for Local Union No. 1 members and the signatory contractors within this jurisdictional area.
- The Job Target Committee shall consist of five (5) Management Representatives and five (5) Union Representatives, who shall meet on a regular basis. A quorum will consist of three (3) Management Representatives and three (3) Union Representatives. All projects submitted to the Committee for review must be in the bidding process. The Committee will review the job drawings, bidders lists and all other available information. A majority vote of the Committee shall be required for any project adjustments. The decision of

the Joint Committee will be sent to all signatory contractors.

Once a plumbing contract has been awarded on a project, said project is not eligible to be submitted to the Committee.

The Joint Committee may adopt additional rules and regulations for the proper administration of the Committee, with the approval of the Joint Negotiating Committee.

In an area where a problem exists with nonsignatory competition for light new construction and alteration work, there may be adjustments made in order to increase the competitiveness of the signatory contractors.

- 104A. INDUSTRY DEVELOPMENT FUND: The Parties have agreed to form a Committee to consider the feasibility of establishing an "Industry Development Fund (Target Fund)" which may be implemented by the parties upon mutual consent. The Fund would provide a source of partial fringe benefits payments that would be made available to contractors who are bidding against contractors who are not required to provide health/welfare and pension benefits comparable to those in this Agreement.
105. SCOPE OF WORK: All work classified as Commercial Alteration by Union/Management will be allowed a Journeyman to Apprentice ratio of one (1) to one (1) up to and including a total of six (6) Employees. After six (6) Employees on the job the ratio shall be one (1) additional Apprentice for a total of four (4), if five (5) additional Journeymen are employed, for a total of eight (8). After there are eight (8) Journeymen on the job, the ratio shall resort back to the new construction Apprentice ratio. There shall be no more than five (5) Apprentices on any job site classified Commercial Alteration work.
106. HOURS OF WORK: Five (5) days, Mondays through Fridays, shall constitute the work week. All work within the

Commercial Alteration Division shall be a Seven (7) Hour Day.

- 106A. "ME-TOO CLAUSE": If any other trade is working the eighth hour on a job deemed as Commercial Alteration at a premium wage, so shall the plumber, however, if other mechanical trades are working the eighth hour at single rate, so shall the plumber.

ARTICLE 26A

Hiring Referral System

- 106B. The Parties agree to make every effort to develop and implement a Hiring Referral System by January 2005. Such system shall include the maintenance of a Union administered list of out of work journeymen, procedures for the recall of former employees, ability for direct job solicitations by Journeymen to Employers, special skill requests, ratio formulas, accountability, transfer of Employees among Employer's jobs, etc.

ARTICLE 27

Contract Termination

107. EFFECTIVE DATE - TERMINATION DATE - 120 DAY CONFERENCE PROVISION: This Agreement shall be in full force and effect as of July 1, 2004 and shall remain in force until June 30, 2007. One hundred and twenty (120) days prior to the expiration of this Agreement a conference of all Parties hereto shall be held for the purpose of consummating a new Agreement.

The Union claims, and the Employer acknowledges and agrees, that a majority of its Employees have authorized the Union to represent them in collective bargaining. The Employer hereby recognizes the Union as the exclusive bar-

gaining representative under section 9(a) of the National Labor Relations Act of all full time and regular part time Plumbers on all present and future job sites within the jurisdiction of the Union.

Any entity wishing to abrogate this Agreement must notify both the Association and the Union in writing by certified mail a minimum of one hundred and eighty (180) days prior to the expiration date of this Agreement.

108. AGREEMENT SUPERCEDES ALL PRIOR DRAFTS: This Agreement supercedes all prior drafts, copies or Agreements.
109. SIGNATORIES: The signatories to the original Agreement are:

**SIGNATORIES FOR THE
ASSOCIATION OF
CONTRACTING PLUMBERS
OF THE CITY OF
NEW YORK, INC.**

Chairman of the
Negotiating Committee
EUGENE CARDOZA

VINCENT ASPROMONTE
VINCENT ASPROMONTE, JR.
EUGENE S. BOCCIERI
JOHN M. BOTTO
RALPH J. DEMARTINO
VITO GIACHETTI
ROBERT GREENBERG
LAWRENCE J. LEVINE
ALEXANDER VECCHIONE

STEWART O'BRIEN
EXECUTIVE VICE PRESIDENT

**SIGNATORIES FOR LOCAL
UNION NO. 1 OF THE
UNITED ASSOCIATION OF
JOURNEYMEN AND
APPRENTICES OF THE
PLUMBING AND PIPE
FITTING INDUSTRY OF THE
UNITED STATES AND CANADA**

Chairman of the
Negotiating Committee
GEORGE W. REILLY

NICK ALOISI
KEVIN BRADY
ROBERT CORBETT
DONALD T. DOHERTY
JOHN M. FEENEY, JR.
DUDLEY KINSLEY
CHRISTOPHER KUEHNE
DANIEL LUCARELLI
JOHN J. MURPHY
ANTHONY RUSSINI

DAVID A. AGINSKY
SECRETARY-TREASURER

Collective Bargaining Agreement

Effective July 1, 2004

The undersigned Plumbing Contractor and individual signatory agrees to be bound by all provisions of the Collective Bargaining Agreement between Local Union No. 1 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada and the Association of Contracting Plumbers of the City of New York, Inc. and any amendments, renewals and extensions that may hereafter be made by the parties to the Agreement. The undersigned Plumbing Contractor and individual signatory further agrees to be bound to all agreements and declarations of trust, amendments and regulations thereto, referenced in the Collective Bargaining Agreement and to remit all contributions as set forth under the Collective Bargaining Agreement and declarations of trusts, amendments and regulations thereto, referenced in the Collective Bargaining Agreement and be bound by any amendments to the Collective Bargaining Agreement and all amendments and regulations of the aforesaid declaration of trusts and anything supplementary thereto as adopted by the aforesaid Association and aforesaid Local Union or their designated trustees. The undersigned Plumbing Contractor and individual signatory hereby designates and acknowledges that the said Association is its duly authorized Bargaining Representative in the negotiation of the foregoing Collective Bargaining Agreement and of any amendments, renewals and extensions that may hereafter be made thereto or in the negotiation of any succeeding agreements.

Individual/Firm/Corporate
Name _____

(Print)

Signature _____

Title of person signing _____

(Print)

Date of signing _____

Address _____

(Print)

Telephone _____

Name of Government Agency issuing
Plumbing License _____

License Number _____

**PLUMBERS AND PIPEFITTERS
NATIONAL PENSION FUND
Revised Standard Form of Participation Agreement**

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

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

CLASSIFICATION	AMOUNT	EFFECTIVE DATE
Journeyman	_____ per hour	_____
Apprentice	_____ per hour	_____
_____	_____ per hour	_____
Other - specify		

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

- b) The Employer shall make the contributions set out in subparagraph 1(a) for each hour or portion thereof, for which an

Employee is paid or entitled to payment for performance of duties for the Employer. (Each overtime hour shall be counted as one regular hour for which contributions are payable.)

- c) Contributions set out in subparagraph 1(a) above shall be paid starting with the Employee's first day of employment in a job classification covered by the Collective Bargaining Agreement.
 - d) The Employer shall continue contributions to the Fund for any compensated Employees who were previously covered by the Fund as members of the bargaining unit and who are continuing to perform work of the type covered by the Collective Bargaining Agreement for at least half of their hours with the Employer. It is understood that the Employer may not make contributions on behalf of an Employee who owns, or whose spouse owns, ten percent (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.
2. The payments to the Pension Fund required above shall be made to the "Plumbers and Pipefitters National Pension Fund" which was established under an Agreement and Declaration of Trust, dated July 23, 1968 and restated on December 13, 1978. The Employer, by signing this Standard Form of Participation Agreement, or by signing a Collective Bargaining Agreement providing for participation in the Plumbers and Pipefitters National Pension Fund, agrees to be bound by all of the terms and conditions of the Restated Agreement and Declaration of Trust. Any Employer so adopting the Restated Agreement and Declaration of Trust thereby ratifies, accepts and designates as its representatives the Employer Trustees 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.

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

7. The expiration date of the present Collective Bargaining Agreement between the undersigned parties is _____, 20 _____. Copies of the Collective Bargaining Agreement and all renewal or extension agreements will be furnished promptly to the Pension Fund office, and, if not consistent with this Participation Agreement, can be used by the Trustees as the basis for termination of participation of the Employer.

"We know of no trade, business or calling in the community which more vitally affects the public health and safety of city dwellers than that of plumbing."

People vs. Hartford, 286, N.Y.

477, 485

New York Court of Appeals

"An excellent plumber is definitely more admirable than an incompetent philosopher. The Society which scorns excellence in plumbing because plumbing is a humble activity and tolerates shoddiness in philosophy because it is an exalted activity will have neither good plumbing nor good philosophy. Neither its pipes nor its theories will hold water."

— John W .Gardner

"If I had my life to live over again, I would choose the plumbing trade."

— Albert Einstein

"Inevitably those who could make water serve the community acquired something of the stature of gods."

— Robert Payne

"GOOD HEALTH THROUGH GOOD PLUMBING"