

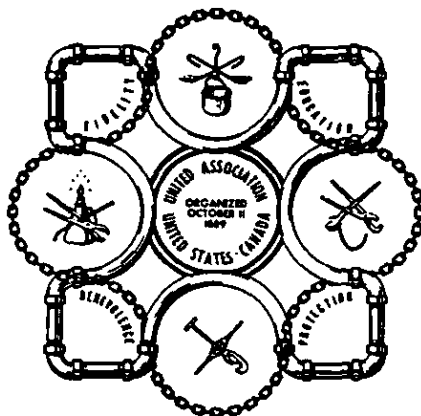
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4,280 workers

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NATIONAL PNEUMATIC CONTROL SYSTEMS INSTALLATION AND SERVICE AGREEMENT

FOR THE UNITED STATES OF AMERICA

NOVEMBER 1, 1998

11/1/98 - 10/30/2003

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

AND

THE PNEUMATIC CONTROL SYSTEMS COUNCIL

National Pneumatic Control Systems Installation & Service Agmt for the USA

Intro: Agmt date, by & between the ^{named} parties.

Parties: Parties as in employer essn. Rules for leaving or joining Assn.

Reasons for making agmt: employer requires services of skilled journeymen; union has skilled journeymen in its membership; employer + union wish to establish & stabilize wages, hours, & w.c.; encourage closer cooperation & harmonious labor rels.

- I. Non-discrimination clause: parties agree not to discrim in regard to race, color, religion, sex, natl origin, age, handicap insofar as prohibited by law.
- II. Recognition: Employer recognizes union as exclusive barg. rep. for ess w/ respect to wages, hours, & other terms & cond. of employment.
- III. Agmt Rights: specification of exclusive prerogatives & responsibilities of er: direction of work force; right to hire, plan, direct, control, & schedule all operations; right to establish, eliminate, change or introduce new or improved methods, machinery, quality stds., facilities; determine need for, designation of, & number of workers. Er rights include: relieve ess from duty because of lack of work "or other legitimate reasons"; to promote, demote, suspend, transfer, discipline, or discharge for cause. All rights not specifically nullified by the agmt are retained by er.
- IV. Scope of work: Agmt covers pay, hours, v.c. of ess for specified work, e.g., installation & service of all plumbing or pipefitting systems, ... & all other work included in the trade jurisdiction claims of the union. In order to protect jobs, wages, & w.c., er shall - specify jobs to be done on site or in er's ~~shops~~ shops - not subcontracted.
- V. Union security: members of union now employed shall remain so during term of agmt. Ess hereinafter employed under agmt shall become members of union.
- VI. Territorial & Trade Jurisdiction: all ^{trade} territorial questions of locals or open territory shall be decided by union. There shall be no work stoppages because of jurisdictional disputes.

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**NATIONAL PNEUMATIC CONTROL SYSTEMS
INSTALLATION & SERVICE AGREEMENT**

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**NATIONAL PNEUMATIC CONTROL SYSTEMS
INSTALLATION & SERVICE AGREEMENT
FOR THE UNITED STATES OF AMERICA**

1. This AGREEMENT entered into this 1st day of November, 1998, by and between the PNEUMATIC CONTROL SYSTEMS COUNCIL, hereinafter called the "Council," for and on behalf of its respective members, hereinafter called the "Employer," and the UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO, hereinafter called the "Union."

PARTIES TO THE AGREEMENT

2. The Pneumatic Control Systems Council, a voluntary unincorporated association under authority from its members, pursuant to its constitution and bylaws, has negotiated and executed this Agreement for and on behalf of all its employer members, each of whom is the "Employer" party to this contract. A list of the names of those Employer members authorizing the Council to negotiate and execute this Agreement, and on whose behalf it is negotiated and executed, is attached hereto and made a part hereof.
3. It is further understood and agreed that any Employer bound by the terms of this Agreement by virtue of the authority described in the above paragraph hereof, agrees that if the Employer withdraws its membership from the Council, the Employer shall be bound by all terms and conditions of this Agreement for the balance of the term of the Agreement. The Pneumatic Control Systems Council agrees to notify the Union immediately when any Employer member withdraws from the Council, and to further notify the Union of any new member joining the Council.
4. Any Employer hereafter joining the Pneumatic Control Systems Council, and who is qualified for the NATIONAL PNEUMATIC CONTROL SYSTEMS INSTALLATION & SERVICE AGREEMENT with the United Association, shall become a party to this Agreement as an "Employer" by signing a copy of such agreement and forwarding it to the Union. Such agreement shall not become effective until also signed by the Union, which signing shall not be unreasonably withheld.
5. Each present Employer on whose behalf this Agreement has been negotiated and executed, and each future member who becomes a party by signing the agreement, shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement.

6. WHEREAS, the Employer is engaged in the pneumatic control systems industry throughout the United States and is known as a "National Pneumatic Control Contractor," and in the performance of such work requires the services of competent, skilled, and qualified journeymen, apprentices and tradesmen; and
7. WHEREAS, the Union is affiliated with the American Federation of Labor and Congress of Industrial Organizations, and has in its membership in local unions throughout the United States and Canada skilled and qualified journeymen, apprentices and tradesmen competent to perform all the work coming within the trade and craft jurisdiction in the pneumatic control systems industry; and
8. WHEREAS, the Employer and the Union desire to mutually establish and stabilize wages, hours and working conditions for journeymen, apprentices and tradesmen employed on a nationwide basis with said Employer; and
9. WHEREAS, to encourage closer cooperation and understanding between the Employer and the Union in the pneumatic control systems industry to the end that satisfactory, continuous and harmonious labor relations exist between the parties to this Agreement;
10. NOW, therefore, the undersigned Council and Union, in consideration of the mutual promises and covenants herein contained, mutually agree as follows:

ARTICLE I

Non-Discrimination Clause

11. The Company and the Union agree there shall be no discrimination against any employee because of race, color, religion, sex or national origin; and further that there shall be no discrimination against any employee because of age or handicap insofar as such is prohibited by law.
12. Wherever reference is made in this Agreement to "his", "he", "him", "man", or "men", the term shall be interpreted to mean "employee" whether male or female.

ARTICLE II

Recognition

13. The Council recognizes the Union as the sole and exclusive bargaining representative for all journeymen, apprentices and tradesmen in the employ of the Employer with respect to wages, hours, and other terms and conditions of employment, on any and all work in the pneumatic control systems installation and service industry described in Article IV of this Agreement.

14. The coverage of this Agreement is limited to the business unit of the Employers, as listed on the signature page or by any joint venture of which the Employer's business unit is a part and has a right to control, or by any corporation or firm owned or financially controlled by the business unit of the Employer in all places in the United States.

ARTICLE III

Management Rights

15. The management of the Employer's business including, but not limited to, the direction of the working force, the right to hire, to plan, direct, control, and schedule all operations (including the scheduling of the work force), and the right to establish, eliminate, change or introduce new or improved methods, machinery, quality standards, or facilities, the need for, the designation of, and determination of the number of journeymen, apprentices, tradesmen, foremen, or general foremen is the sole and exclusive prerogative and responsibility of the Employer.
16. The Employer is vested with the right to relieve employees from duty because of lack of work or other legitimate reasons, and to promote, suspend, demote, transfer, discipline, or discharge for cause in line with this Agreement. All rights not specifically nullified by this Agreement are retained by the Employer.

ARTICLE IV

Scope of Work

17. This Agreement covers the rates of pay, hours and working conditions of journeymen, apprentices and tradesmen engaged in the installation and service of all plumbing and/or pipefitting systems, including pneumatic controls, mechanical equipment and mechanical component parts for all of the above which includes fabrication, assembling, erection, installation, dismantling, replacement, repairing, reconditioning, adjusting, altering, calibrating, servicing of all plumbing and/or pipefitting systems, pneumatic controls and/or mechanical equipment, and handling, unloading, distributing, reloading, tying-on, and hoisting of all piping materials, appurtenances and equipment used in connection to said plumbing or piping systems, pneumatic controls and/or mechanical equipment, by any method, including all hangers and supports of every description and all other work included within the trade jurisdiction claims of the United Association.

18. In order to secure work for employees working at the job site under this Agreement, and in order to protect wages and working conditions of such employees, the Employer shall:
- (1) Fabricate all pipe on the job site or in the Employer's local shop.
 - (2) The fabrication of hangers, supports, fixtures, fastenings and brackets, which are catalog items or are fabricated from drawings or specifications, is not covered by this Agreement, but their use at the job site is covered by this Agreement.
 - (3) When hangers and supports require individual cutting and/or shaping to meet job conditions, such cutting or shaping is to be done under this Agreement.
 - (4) 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.
 - (5) Should the Contractor desire to become signatory to a Panel Board Union Label Agreement, he will comply with rules and regulations as established by the United Association.
19. All journeyman, apprentice and tradesman work tasks coming under this Agreement shall be assigned only to employees covered by this Agreement.

ARTICLE V

Union Security

20. Members of the Union now in the employ of the Employer shall remain members in good standing in the Union during the term of this Agreement. Employees in all classifications covered by this Agreement and hereinafter employed by the Employer shall become members of the Union on the earliest date provided by applicable federal law after their employment. This article shall be effective to the extent permitted by applicable state and federal laws.

ARTICLE VI

Territorial and Trade Jurisdiction

21. All questions relating to the territorial and United Association trade jurisdiction of a local union or local unions, or questions relating to open territory, shall be decided by the United Association.
22. There shall be no work stoppages because of jurisdictional disputes.

ARTICLE VII

Union Representation and Access to Jobs

23. Authorized representatives of the Union shall have access to the work where employees covered by this Agreement are employed, providing they do not unnecessarily interfere with the Employer's employees, customers' employees, or cause them to neglect their work, and further provided such Union representative complies with customer rules.
24. Where the Employer's work force on any one job, or working out of a central location, requires under local provisions that a steward be appointed from its work force, the Employer shall be notified in writing of the appointment, and the steward shall be permitted to perform during working hours, in addition to the regular work, such of the steward's Union duties that cannot be performed at other times. Stewards shall be qualified workmen performing work of their craft, and shall exercise no supervisory function. There shall be no non-working stewards. Provisions of this paragraph and Union rules affecting stewards shall be applied only to those stewards of whose appointment the Employer has received written notification.

ARTICLE VIII

Classification of Employees

25. Journeymen must be skilled craftsmen in their trade, and have a minimum of five (5) years actual, practical working experience in the plumbing, pipefitting and/or mechanical equipment service industry. They may be required to pass a satisfactory examination as to their special skill. They shall be allowed to perform all of the work covered under this Agreement.
26. Apprentices shall be governed by the local union agreement, except that upon completion of their first year apprenticeship, they shall be allowed to perform all pneumatic control systems and mechanical equipment service and all other work coming under this Agreement assigned by the Employer, limited only by their capabilities as determined by the Employer, at the respective apprentice rate of pay, and shall perform all assigned work under the direction of the Employer.

27. Mechanical Equipment Service Tradesmen must be qualified to perform and shall be allowed to perform the work listed below:

Routine service and inspections, regardless of size or location of the HVAC mechanical equipment being inspected or serviced, where this work is done as a periodic and routine procedure by the Employer, such as:

- (1) Filter changing and service thereof
 - (2) Oiling and greasing
 - (3) Belt adjusting or replacement
 - (4) Cleaning of cooling towers, coils, evaporator and condenser tubes
28. In an area where local prevailing rates, benefits or working conditions impede UA members' and the Council members' participation in the available service work, the assignment of service tradesmen duties may be adjusted to meet local conditions as mutually agreed to by both parties.
29. The Employer has the right to hire Tradesmen referred by the Union or other sources.

ARTICLE IX

Supplying Journeymen, Apprentices and Tradesmen

30. The Union agrees to furnish at all times to the Employer duly qualified journeymen, apprentices and tradesmen in a sufficient number, as determined by the Employer, as may be necessary to properly execute all work contracted by the Employer. Such journeymen, apprentices and tradesmen are to have qualifications to insure satisfaction of the legal and contractual obligations of the Employer with respect to minority and female employment.
31. The Employer shall notify the local union to refer competent and skilled journeymen, apprentices and tradesmen as required.
32. In the event the local union is unable to supply the requested number of qualified and competent journeymen, apprentices and tradesmen, the Employer may request the United Association to furnish such additional manpower as it requires, and the United Association agrees to notify its local unions of the availability of work and request the local unions to refer such manpower to the Employer.
33. If upon written request the local union or the United Association is unable within forty-eight (48) hours (Saturdays, Sundays, and holidays excluded) to supply journeymen, apprentices and tradesmen, including those with special skills and requirements, the Employer may secure employees from any source.

34. If a requirement for journeymen, competent and skilled in the work covered by this Agreement, exists, and such journeymen cannot be obtained under this Article, the Employer shall be permitted to hire and train persons, subject to the provisions of Article V. It is understood that preference for such employment and training shall be given to journeymen with previous experience in the plumbing, pipe fitting and service industry.
35. The Employer, with mutual agreement of the local union, may hire Probationary Service Employees for a period not to exceed six months for the purpose of evaluating the capabilities of the employee(s). The ratio of Probationary Service Employees is to be mutually agreed to between the employer and the local union. During such probationary period, said Probationary Service Employees will have no recourse to the grievance and arbitration procedures of this collective bargaining agreement if laid off or terminated.
36. The Employer agrees to be bound by the hiring provisions of the agreement of the local union having jurisdiction that are not inconsistent with the terms of this Agreement.
37. The Employer shall retain the right to reject any applicant referred by the Union.
38. (1) On construction and service projects, the Employer may, at its discretion, assign up to two (2) employees from the Employer's regular work force to work each job within the territorial jurisdiction of another local union. Where this is done, they shall be permitted to work without the Employer being required to hire any other employee.

(2) On service projects, the next two (2) employees shall be from the local union jurisdiction, with one employee at a time being assigned, as needed. Thereafter, additional employees shall be hired on an alternating basis from the Employer's regular workforce and the local union jurisdiction, to a maximum of five (5) from the Employer's work force, unless a larger number is agreed to in writing between the Employer and the local union where the job is being done.
39. When an employee is assigned, as set forth above in Paragraph 38, the employee shall work under the following rules:
 - (1) When wages, overtime, and working conditions differ from those of the employee's home local, the better shall apply.
 - (2) All of the legally negotiated fringe benefit contributions or deductions, under the employee's home local union's agreement, shall be paid only to the Trustees of the Fringe Benefit Funds of the employee's home local union.
 - (3) The employee shall be paid for travel in accordance with Articles IX, X and XII.

- (4) The employee shall be permitted to work without being required to take out a travel card, working permit, or paying an assessment of any kind, unless the employee is scheduled to work in the territory for a period of at least thirty (30) consecutive work days.
40. Persons referred to jobs shall report to a location designated by the Employer. When requested to stay away from home overnight, employees shall be reimbursed for meals and lodging at reasonable rates which, when not previously established, will be substantiated by receipts.
 41. Journeymen with specialized skills shall perform any work assigned by the Employer which comes within the coverage of this Agreement, and there shall be no limit on production by employees nor restriction on the full use of tools and equipment.
 42. There shall be no standby crew or featherbedding practice.
 43. Selection and employment of apprentices, and the administration of the local apprenticeship systems, shall be governed by the terms and procedure provided in the local agreement of the local union having jurisdiction.
 44. The selection of applicants for referral to jobs shall be on a nondiscriminatory basis, and shall not be based on, or in any way affected by, union membership, bylaws, rules, regulations, constitutional provision, or by any other aspect or obligation of union membership, policy or requirement.
 45. It is agreed that pre-hire testing of applicants for employment, for drugs and/or alcohol, is to be per the Employer's Policy, and that procedures shall conform with those contained in the current Policy of the Building and Construction Trades Department, AFL-CIO, Regarding Pre-Hire Testing of Applicants for Employment (copy attached to this Agreement as Appendix).

ARTICLE X

Wages, Benefits, Hours of Work and Travel Time

46. For employees covered by this Agreement, wage rates, workmen's compensation, hours of work, reporting pay premiums, on call time, pay differentials, and contributions or deductions for plans, programs, or funds, for union dues, pensions, health and welfare, training, vacations and holidays, supplemental unemployment benefits, sick pay, severance pay and industry promotion shall be in accordance with those established for all employees in local agreements, negotiated by the local union of the United Association and the historically recognized local Contractor's bargaining group. Notwithstanding the provisions

of this paragraph if the Union, or any local union of the United Association has at the present time or at any time hereafter, an agreement with any employer or association of employers, engaged in the work covered by this Agreement, with terms or conditions more advantageous to the employer(s) covered by such other agreements, than the terms or conditions provided for in this Agreement, the Employer shall be entitled to use said terms and conditions. Notwithstanding the provisions of Paragraphs 46 and 47 of this Agreement, wage rates and/or benefit reductions and/or modifications of working conditions may be negotiated with local unions in areas where local prevailing rates, benefits, or working conditions impede U.A. members' and the Council members' participation in the available work within the trade and work jurisdiction as set out in Article IV of this Agreement.

47. In areas where no local service agreement exists or where such local agreement does not establish the wage rate and fringes for the tradesman classification, the basic hourly wage rate for service tradesmen shall be established at 50% of the service journeyman hourly rate. The Employer shall contribute one dollar (\$1.00) per hour for each hour worked by tradesmen to the Plumbers and Pipefitters National Pension Plan or Local Pension Plan.
48. Probationary Service Employees: The Employer is free to establish the rate of compensation for each Probationary Service Employee based on experience and training during the probationary period.
49. Overtime premiums for construction work shall be paid in accordance with the appropriate agreement covering other United Association members on the job site, or at the rate of one and one-half (1-1/2) times the straight time rate for the first two (2) hours performed in excess of the eight (8) hour workday, Monday through Friday, and the first ten (10) hours on Saturday. Construction work performed on Sundays, holidays, and in excess of ten (10) hours per day shall be paid the overtime rate as stated in the appropriate agreement covering other United Association members on the job site, but not to exceed double the straight time rate of pay.
50. If the Employer so elects, shift work may be performed at a rate negotiated in the applicable local agreements. If the local agreements do not contain rates pertaining to shift work, the parties should establish such shift rates by negotiating for a specific project. The Employer shall determine the number of employees to be assigned to each of the shifts so established.
51. By mutual agreement between the Employer and the union, a special night shift may be established where work to be done cannot be performed during regular working hours.

52. On construction work, by mutual agreement between the Employer and the union, the standard work week may be established to consist of (4) consecutive ten (10) hour days. When established the days may be changed to a ten (10) hour period with a flexible start time between the hours of 6:00 AM and 8:00 AM exclusive of a thirty (30) minute lunch period. The pay for all hours worked, as described in this paragraph, shall be at the appropriate straight time rate and not subject to overtime provisions of this Agreement.
53. Travel time for construction work shall be paid in accordance with the appropriate local or project agreement covering other United Association members on the job site.
54. On service work, eight (8) consecutive hours per day shall constitute a standard workday with a flexible starting time between 6:00 a.m. and 10:00 a.m. Forty (40) hours per week, five (5) consecutive days, Monday through Saturday, shall constitute a week's work. The Employer shall determine for any service employee the starting and quitting time of a normal established workday of eight (8) hours with an unpaid lunch period not to exceed one (1) hour.
55. On service work, all time worked in excess of eight (8) hours per day, Monday through Saturday, shall be paid at a rate not to exceed time and one-half (1-1/2). ~~All time worked on Sundays and holidays shall be paid the overtime rate as stated~~ in the appropriate agreement covering other local United Association members doing service work, but not to exceed double the straight time rate of pay.
56. If on-call time is required by the Employer and wages are not covered by a local service agreement, the wages for on-call time will be agreed to by the Employer and the employee and approved by the local union business manager.
57. All travel time for service work only, in excess of reasonable commuting time before and after an employee's normal work hours, shall be paid for at the straight time rate, and such travel shall not be considered hours worked and the pay, therefore, shall not be considered as pay for hours worked. Reasonable commuting time shall be that time required for the employee to travel to and from job assignments within a 50 mile radius of a dispatch point (normally the employee's residence, the Employer's local office or a designated point to which the employee is permanently assigned). Where there is a bonafide locally negotiated service agreement clearly defining commuting time or distance that is in conflict with this Agreement, the provisions of the local service agreement shall prevail.

58. The Employer agrees to be bound by the Declarations of Trust establishing the local union trusts to which the Employer is required to contribute pursuant to Article X, Paragraph 46 above of this Agreement and the Employer agrees to be bound thereby and by all amendments made thereto the same as if the Employer was a party to said Declarations of Trust. The Employer hereby authorizes the parties to the local union agreements to name Trustees and successor Trustees to administer the local union trusts to which contributions are required under Article X hereof, and hereby ratifies and accepts such Trustees and the terms and conditions of the Declarations of Trust. The Employer, excluding P.C.S.C. Regular Members, is required to comply with bonding requirements provided for in local agreements during the term of this Agreement.

ARTICLE XI

Education Trust Fund

59. Commencing on the effective date of each Local Union Collective Bargaining Agreement requiring this Education Trust Fund contribution and continuing for the duration of this Collective Bargaining Agreement and during any negotiations for a successor to this Collective Bargaining Agreement, the Employer agrees to contribute to the International Training Fund five cents (\$.05) 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.)
60. Contributions set forth in Paragraph 59 shall be paid starting with the Employee's first day of employment in a job classification covered by this Agreement. Payment of contributions set forth in Paragraph 59 will be made within 15 days of the end of the month during which the work was performed. Payments shall be made in such manner as the Trustees require, and the Trustees shall have 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 Agreement.
61. The payments required by Paragraph 59 shall be made to the "International Training Fund" maintained under a Restated Agreement and Declaration of Trust ("Trust"). The Employer agrees to be bound by all terms and conditions of the Trust and the terms of the Trust are incorporated into this Agreement by reference. The Employer ratifies, accepts and designates as its representative the Employer Trustees serving under the terms of the Trust as well as such future Employer Trustees who may be appointed pursuant to the terms of the Trust. The Employer hereby acknowledges receipt of a copy of the Trust.

ARTICLE XII

Use of Personal Vehicles

62. Employees covered by this Agreement are permitted to use their personal vehicles for transportation from one job to another during the work day and for transporting company tools and material. There will be no discrimination against those who do not wish to use their personal vehicle. The Employer, at its discretion, may supply a vehicle for such purposes.
63. Employees who drive company vehicles, will be required to maintain a valid drivers license while in the employ of the Employer. The Employer shall have the right to check the validity of such driver's license, at its discretion, in accordance with company policy.
64. When employees are authorized to use their personal vehicles, as covered in Paragraph 62, they are to be reimbursed. Employees shall receive the current IRS Auto Mileage Allowance per mile for the use of their vehicle. Where there is a local agreement clearly defining mileage rate for use of personal vehicles, the local provisions shall-prevail. This rate shall apply to all Employers operating under this Agreement.
65. If the Employer finds the locally agreed to mileage rates unacceptable, the matter shall be referred (listing points of disagreement in detail) for settlement to the General President of the United Association, or his representative, and a representative of the Council, whose decision shall be final and binding.

ARTICLE XIII

Pay Day

66. Pay day shall be once each week and no later than the fifth working day following the end of the Employer's weekly payroll period. Employees are to be paid, at the option of the Employer, in cash or negotiable payroll check, in person or by mail or, with written employee permission, by electronic or automatic direct banking deposit. However, if mailed, Employers will mail such checks no later than the third working day following the end of the Employer's weekly payroll period. When employees are laid off or discharged, they shall be paid all wages due, being mailed by U.S. Priority mail within three (3) working days of the last day worked, to the address on record.
67. The Employer, excluding P.C.S.C. Regular Members, is required to comply with local union wage bonding requirements during the term of this Agreement.

ARTICLE XIV

Tests

68. When a skill or certification test is required by the Employer, it is agreed that the employee, while taking such test, shall be in the employ of the Employer.

ARTICLE XV

Subcontracting

Installation Work

69. The Employer agrees not to sublet or subcontract any work coming under this Agreement to be performed at the site of construction, unless the contractor to whom the work is sublet is in agreement with the Union, or any of its local unions.
70. The Employer agrees not to enter into any contract at the site of construction which would limit or deprive the Employer of the right to control the work to be performed at the job site.
71. In the event that qualified signatory subcontractors are unavailable to perform the work at the site of construction, the Employer must notify, in writing, the Union and the local union. The Union and the local union will then be given fourteen (14) days to provide such signatory contractors. If, after fourteen (14) days, neither the Union or local union are able to provide a qualified signatory subcontractor, the Employer can subcontract work to any employer.

Service Work

72. In order to secure work for employees working for the Employer under this Agreement, and in order to protect wages and working conditions of such employees, the Employer shall make reasonable effort to perform covered service work with employees covered by this Agreement. However, the Employer reserves the right to subcontract any or all service work referred to herein, after reasonable documented effort has been made to perform the work with employees covered by this Agreement or the local agreement.
73. The Union and the Employer understand the customer may, at its discretion, choose to perform or directly subcontract for any part or parts of the service work herein described. The Employer's obligation under this Agreement refers only to service work that the Employer has contracted to perform.

ARTICLE XVI

Uniforms and Tools

74. When special uniforms are required by the Employer, the Employer shall supply such uniforms.
75. Employees shall, within their control, keep themselves, their equipment and company owned vehicles in a neat, clean, and safe condition.
76. Employees performing service work may be required to furnish their own hand tools. No such tools shall exceed fourteen (14) inches in length. Pipe threading and pipe cutting tools, vises, welding torches, power tools and instruments for measuring temperatures, pressure, air velocities, etc., shall not be deemed hand tools and shall be furnished by the Employer. Tools supplied by the employee to the Employer, which are broken or damaged or stolen, shall be repaired or replaced by the Employer. Employees shall be responsible for tools, equipment, vehicles, instruments, etc., supplied by the Employer, provided mutual security arrangements are made in the form of locked tool boxes, etc.. Establishment of carelessness or negligence on the part of the employee shall make the employee liable for replacement of lost or stolen tools.

ARTICLE XVII

Grievance Procedure and Arbitration

77. Where a disagreement exists between the Union and the Employer concerning the meaning, interpretation or operation of this Agreement or a disagreement exists between a local union and the Employer concerning the meaning, interpretation or operation of the applicable terms of the local agreement, it shall be resolved in accordance with the grievance procedure outlined in this Agreement. Such disagreement shall be submitted for resolution within ten (10) days from the date it arises or reasonably could have been discovered by the aggrieved in accordance with the grievance procedure covered in this article.
78. There shall be established a Pneumatic Control Systems Council Arbitration Board (hereinafter called "Arbitration Board"), consisting of three (3) representatives appointed by the United Association, and three (3) representatives appointed by the Council. Either party shall have the right to appoint alternates for its representatives. Within thirty (30) days after the signing and execution of this Agreement, the Council and the United Association shall notify each other of their respective appointments to the Arbitration Board. The Board shall elect a chairman and a secretary from its members. The Arbitration Board shall stand during the life of this Agreement.

79. When a dispute arises, as outlined in Paragraph 77, it shall be resolved in the following steps:

Step 1 - On a local basis between the local union and the Employer involved. If not resolved within three (3) working days,

Step 2 - It shall be resolved between United Association representatives of the general office on the one hand and the secretary of the Labor Relations Committee of the Council on the other. If not resolved within ten (10) working days,

Step 3 - It shall be reduced to writing stating the issue to be arbitrated, and shall be filed with the chairman of the Arbitration Board, who shall immediately notify the other members of the Arbitration Board, and set a time and place for a hearing to be held within ten (10) working days after filing of request for arbitration. Representatives of both parties shall be notified of the time and place within five (5) working days of filing.

If the Board is unable to reach a majority decision within seven (7) working days after the hearing,

Step 4 - It shall be promptly submitted to an impartial arbitrator, whose decision shall be rendered in writing and be binding on all parties.

By mutual agreement of both parties to this Agreement, the time necessary for any of the above steps may be extended.

80. In the event that a matter is to be submitted to an impartial arbitrator, one may be selected by unanimous agreement of the Arbitration Board members. If the Board cannot agree on an arbitrator within a period of ten (10) working days after the expiration of the seven (7) working days' limit set forth in Step 3 above, then the Arbitration Board shall request the Federal Mediation and Conciliation Service to submit to the Arbitration Board a list of five persons suitable for selection as an impartial arbitrator. If the Arbitration Board cannot agree upon one of the persons named on the list, then the impartial arbitrator shall be selected by striking from the list a name alternately, until one name remains. The remaining person shall be the impartial arbitrator and shall be notified of his selection by the chairman of the Arbitration Board.

81. The authority of the Arbitration Board and of the impartial arbitrator shall be limited to the construction and enforcement of the express language of this Agreement as applied to the specific grievance or issue stated in the request for arbitration. The Arbitration Board and the impartial arbitrator shall have no authority or jurisdiction, directly or indirectly, to add to, subtract from, change, modify, or supplement any of the specific provisions of this Agreement.

82. The expense of the Arbitration Board and the impartial arbitrator, if required, shall be borne equally by the Council and the Union.

ARTICLE XVIII

No Strike, No Lockout

83. (1) It is understood and agreed that there shall be no suspension of work, slowdown, or strike, nor any lockout during the term of this Agreement.
- (2) It is agreed that the Union, through its International Representatives and Local Union Officers, and the Employers, through their Home Office will end within forty-eight (48) hours any violation of this Article.
- (3) The parties hereto agree that any and all disputes and misunderstandings causing violations of Paragraphs 83(1) and 84(2), if not settled within forty-eight (48) hours, will be submitted to Step 3 of the Grievance Procedure covered by Article XVII of this Agreement provided, however, either party to this Agreement shall not be required to resort to the grievance or arbitration procedures prior to seeking to enjoin a work stoppage or lockout in violation of this Article. Any other claims for relief, including damages, are to be first submitted to the grievance and arbitration procedures as set forth in this Paragraph.
84. (1) It shall not be a violation of this Agreement or of the no-strike clause if members of the United Association refuse to cross a lawful primary picket line established in accordance with the rules of the Building and Construction Trades Department.
- (2) Notwithstanding Paragraph 84(1) above, on all service work, neither the Union nor any of the employees covered by this Agreement, will collectively, concertedly, or individually induce, engage, or participate, directly or indirectly, in any strike, picketing, slowdown, stoppage or other curtailment or interference with the Employer's operations, or interfere with the flow of material or persons in and out of places where the Employer is doing business.
- (3) When the Union is notified by the Employer that there is a violation of Paragraph 84(2), the Union shall immediately instruct the local union officers and members that they are in violation of this Agreement and immediately take such action as is necessary to correct the violation.

ARTICLE XIX

Savings Clause

85. Where there is conflict in meaning, interpretation, or application between this and local agreements, this Agreement shall apply.
86. If any article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive, legislative, judicial, or administrative branch of the Federal or any State government, the Employer and the Union shall suspend the operation of such article or provision during the period of its invalidity and shall substitute, by mutual consent, in its place and stead, an article or provision which will meet the objections to its invalidity, and which will be in accord with the intent and purpose of the article or provision in question.
87. If any article or provision of this Agreement shall be held invalid, inoperative, or unenforceable by operation of law, or by any of the above-mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such article or provision to persons or circumstances other than those to which it has been held invalid, inoperative, or unenforceable shall not be affected thereby.

ARTICLE XX

Duration and Termination

88. This is the complete Agreement superseding all prior agreements and shall be in full force and effect from date of execution to October 30, 2003, and from year to year thereafter unless notice of termination or modification is given in writing by either party to the other party, sixty (60) days prior to each anniversary date of October 30.

Signed and subscribed to this 10th Day of October 1998

United Association of Journeymen
and Apprentices of the Plumbing
and Pipe Fitting Industry of the
United States and Canada (AFL-CIO)

Pneumatic Control Systems Council

By Martin J. Maddaloni
General President

By Brian Stark
Chairman, Executive Committee

PNEUMATIC CONTROL SYSTEMS COUNCIL:

L.M. Smith	Executive Secretary, PCSC
T. R. Bowen	Siebe Environmental Controls
M. L. Ensminger	Honeywell Inc., Home & Building Control
F. Seitz	Johnson Controls, Inc., Systems & Services Division

APPENDIX

Policy of Building and Construction Trades Department, AFL-CIO, Regarding Pre-Hire Testing of Applicants for Employment

It is the policy of the Building and Construction Trades Department, AFL-CIO, that pre-hire testing of applicants for employment, for drugs and/or alcohol, will be allowed in those instances when such testing is required by the owner employing the contractor for whom the applicant seeks to work, or by pertinent government regulation or other requirement; provided, however, that any such chemical testing shall be conducted under generally accepted scientific procedures to ensure the validity and accuracy of such tests.

In the case of "positive" results of any test, the affected applicant for employment shall be so advised by the Contractor's medical personnel, on a confidential basis, prior to the reporting of the results to the Contractor, and the applicant shall have the right to discuss and explain the results, including the right to advise the Contractor's medical personnel of any medication prescribed by his/her own physician, which may have affected the results of the test. This information, too, shall remain confidential between the applicant and the medical personnel. The applicant for employment shall also have the right to have his/her sample independently retested by a laboratory of his/her choice and at his/her expense. If the independent retest is "negative," the applicant should be allowed to begin work immediately and to be reimbursed for the cost of the independent test.

No applicant for employment shall be required to sign any waiver limiting liability of the employer, owner/client, testing lab, or any person involved in the chain of custody of the specimen.

All medical personnel, the contractor, supervisors, owner/client, laboratory/testing facility and all other personnel and agents shall adhere to the American Occupational Medical Association's Code of Ethical Conduct for Physicians Providing Occupational Medical Services (adopted by the Board of Directors of AOMA July 23, 1976 and AOMA Drug Screening in the workplace ethical guidelines. July 26, 1986).

Memorandum of Understanding

Between the

**United Association of Journeymen & Apprentices
of the Plumbing & Pipefitting Industry**

and the

Pneumatic Control Systems Council

The Pneumatic Control Systems Council (PCSC) and the United Association (UA) have agreed that the service work tasks described in Article VIII, Paragraph 27 of the National Pneumatic Control Systems Installation & Service Agreement will be transitioned to members of the UA by November 1, 2000.

During this 24-month transition period, neither the United Association nor its Local Unions nor the PCSC member companies will accept any complaints or grievances arising as disputes involving the transitioning of the above service work tasks from non-United Association employees to employees who are members of the United Association.


Agreed to this 10th day of October, 1998

For the United Association:



Martin J. Magdaloni, General President

For the Pneumatic Control Systems Council:



Brian Stark, Chairman, Executive Committee