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WORKING AGREEMENT

Between

**MECHANICAL CONTRACTORS
ASSOCIATION of SOUTHERN
INDIANA, INC.**

and

**JOURNEYMEN'S LOCAL
UNION NO. 136**

**of the UNITED ASSOCIATION of
JOURNEYMEN and APPRENTICES
of the PLUMBERS and PIPEFITTING
INDUSTRY of the UNITED STATES
and CANADA of
EVANSVILLE, INDIANA**

Effective April 1, 2004

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THE UNITED STATES AND CANADA
OF EVANSVILLE, INDIANA
Effective April 1, 2004

AGREEMENT

1. THIS AGREEMENT, entered into effective this FIRST day of April, 2004, by and between the MECHANICAL CONTRACTORS ASSOCIATION OF SOUTHERN INDIANA, INC., as Negotiation Agent, for convenience, referred to as the EMPLOYER, first parties, and JOURNEYMEN'S LOCAL UNION NO. 136 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBERS AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA OF EVANSVILLE, INDIANA, hereinafter, for convenience, referred to as the UNION, second party.

WITNESSETH:

2. The Preamble and Declaration of Principles, contained in Article 1 hereof have been adopted and made a part of this Agreement and have been affirmed as the principles under which the contracting parties agree to operate, based upon the understanding that the EMPLOYER and the UNION have a common and sympathetic interest in the Plumbing, Steamfitting, Air Conditioning and Refrigeration Industry. Progress in the industry demands a mutual amount of confidence between the EMPLOYER and the UNION. Accordingly, a working sys-

tem and harmonious relations are necessary to improve the relationship between the EMPLOYER and the UNION so that all will benefit by continuous peace and by adjusting any differences by rational common sense methods.

3. NOW THEREFORE, It is hereby AGREED as follows:

ARTICLE I

Preamble and Declaration of Principles

4. The EMPLOYER and the UNION, pursuant to the expressed findings of the legislature of this State and the Congress of the United States recognize that the individual worker, operating individually without group assistance, is commonly helpless to exercise actual liberty of contract, to protect his freedom of labor and to obtain acceptable terms and conditions of employment. Accordingly, the parties have entered into this agreement, in the negotiation and execution of which the individual employees of the EMPLOYER are represented by the UNION, their collective bargaining representative. The EMPLOYER and the UNION hereby pledge themselves to the highest degree of harmony and good faith in the performance of this Agreement. To the extent that this goal depends upon more than written words, the parties have agreed upon certain fundamental principles by which they are to be guided in the interpretation and performance of this Agreement.

5. First, the EMPLOYER and the UNION realize that they have accepted an undertaking, the beneficiaries of which are the employees who comprise the bargaining unit to which this Agreement relates and the general public.

6. Second, This relationship as well as the policies inherent in the legislation of the State and of our Nation,

dictate that the EMPLOYER pay wages and provide conditions of employment which are at least equivalent to those which prevail in the immediate locality for similar classes of work to the end that:

7. The individual employee affected by this Agreement may enjoy a degree of self-respect, economic independence and comfort which corresponds to that of other similar workmen in the locality; and

8. The general public may enjoy the prosperity and freedom from recurrent business depressions generated by competitive wage rates and working conditions within and between industries and the attendant sustaining effect upon the purchasing power of the workman.

9. Third, The EMPLOYER being in the construction industry, excellence and safety of endeavor are prime requisites to the continuation and success of the EMPLOYER'S business. Accordingly, it is of ultimate importance to the EMPLOYER that its employees be craftsmen of highest qualifications and experience. Therefore, the EMPLOYER and the UNION subscribe fully to the principles of experience, length of time in the industry as a skilled journeyman mechanic and craftsmanship.

10. Fourth, it is recognized that the work performed by the employees covered hereby may be of an inherently dangerous nature and is so interrelated that incompetence on the part of one employee can endanger the health, safety and lives of others. Consequently, it is of cardinal importance that employees be protected from such risks.

ARTICLE II

Recognition

11. **Bargaining Unit.** The bargaining unit shall be comprised of all employees engaged in plumbing and steamfitting work, including handling, assembling, cutting, threading, welding, erecting, and installing of pipe, fixtures and associated apparatus, and all employees engaged in air conditioning and refrigeration work and installation.

12. **Recognition.** The EMPLOYER recognizes the UNION as the sole and exclusive collective bargaining representative for all employees in the bargaining unit, with respect to wages, hours of work and all other terms and conditions of employment.

13. **Equal Representation.** The UNION, realizing its duty under the Labor-Management Relations Act of 1947, as amended, and to the extent that it is the exclusive representative, recognizes that it must represent all employees in the bargaining unit equally, without discrimination, irrespective of membership or non-membership in the UNION.

ARTICLE III

Hiring Procedure

14. This hiring procedure agreement is entered into between the MECHANICAL CONTRACTORS ASSOCIATION OF SOUTHERN INDIANA, INC. and JOURNEYMEN'S LOCAL UNION NO. 136 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBERS AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA of Evansville, Indiana.

15. When hiring men, the initial request for the furnishing of men shall be made to the Business Manager of the Local Union or to the representative designated by such Business Manager. The Local Union shall refer all applicants for employment according to the following minimum standards.

16. The Local Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Local Union and such selection and referral shall not be affected in any way by rules, regulations, by-laws, constitutional provisions or any other aspect or obligation of Union membership, policies, or requirements. All such selection and referral shall be in accordance with the following procedure.

17. The Employers shall have the right to reject any applicant for employment referred by Local Union.

18. A copy of the referral procedure set forth in this Agreement shall be posted on the Bulletin Board in the office of the Local Union and in the office of the Employers who are parties to this Agreement. A copy shall also be furnished each applicant for employment.

19. The Local Union agrees to furnish at all times to the Employer duly qualified Journeymen and Apprentices in sufficient number as may be necessary to properly execute work contracted for by the Employer in the manner and under the conditions specified in this Agreement.

20. Employer shall only employ qualified journeymen plumbers and pipefitters. Journeymen plumbers and pipefitters shall be qualified for employment under this Agreement who have had five (5) years' actual practical working experience in the plumbing or pipe fitting trade in the building and construction industry, and have

passed an examination given by the Local Union or have been previously employed as a journeyman under this Agreement, and have passed an examination given by the city and have a city journeyman's license for the class of work he is employed to perform - meaning city plumbing license for drainage and sanitary work; city steamfitters license for all other steamfitting or pipefitting; city refrigeration license for refrigeration installers. This section also includes welders, plumber welders or fitter welders.

21. Employer shall hire qualified journeymen plumbers and pipefitters by notifying the Business Manager of the Local Union or the representative designated by said Business Manager. Whenever an Employer requires a Journeyman plumber or pipe fitter on any job, he shall notify the Business Manager of the Local Union or the representative designated by said Business Manager, at the Local Union office, either in writing or by fax via the telephone, stating the location, starting time, approximate duration of the job, the type of work to be performed and the number of workmen required.

22. The Local Union shall establish and maintain an appropriate registration facility for qualified applicants available for employment as journeymen plumbers and pipe fitters. Qualified applicants shall be registered as either plumber or pipe fitter, in the order of time and date of registration. Each applicant for employment shall be required to furnish such data, records, names of employers and licenses as may be deemed necessary and each applicant shall complete such form or registration as may be submitted to him.

23. Each Applicant, in order to be registered for employment, must show proof of possessing a valid drug card obtained through the Substance Abuse Policy stated in this agreement. It shall be the responsibility of each applicant to provide proof to Local 136 by August 1st of each year thereafter to remain registered. A copy of the

current drug card provided to Local 136 will be considered sufficient proof. Persons not providing such proof shall be stricken from the list and placed on the bottom of the list once proof of obtaining a current drug card has been provided to Local 136. An applicant working outside the Local 136 jurisdiction may take a drug test from another facility provided the criteria for the drug test equals or exceeds the drug test required in this agreement in order to retain their spot on the list. This applicant must obtain a current drug card from the Indiana State Pipe Trades Drug Testing program before being referred to a job in this location.

24. Applicants for employment shall also list any special skills that they possess. All applications for employment shall be made at the office of the Local Union No. 136, 2300 St. Joseph Industrial Park Drive, Evansville, Indiana 47720, or wherever said office may from time to time be located.

25. Upon the request of an Employer for plumbers or pipe fitters, the Local Union shall refer registrants to Employer from the out-of-work list on a first in, first out basis; that is, the first person registered shall be the first person referred.

26. 30-Day Clause: The first time an applicant who is referred to an employer and remains employed from one (1) to twenty-nine (29) calendar days and is laid-off shall retain their position on the Out-of-Work List. After the applicant is dispatched to the second successive job, the applicant shall lose their position on the Out-of-Work List, regardless of the number of days employed. An applicant that remains employed into the thirtieth (30th) day shall lose their place on the Out-of-Work List. Should the person be fired, quit, or negotiate a lay-off, they shall lose their place on the Out-of-Work List. An applicant that is dispatched as a General Foreman, Steward or under the "180-Day Recall Provision" shall

lose their place on the Out-of-Work List.

27. **Fair Share:** An applicant must pay all union dues and assessments or monies equal to the aforementioned to be registered on the Out-of-Work List. Applicants falling 90 days in arrears of such payments shall be removed from the Out-of-Work List. After such payments are made (including monies in arrears) the applicant's name will be placed on the bottom of the Out-of-Work List.

28. **Applicant's Responsibility:** When an applicant refuses employment in the Local Union 136 jurisdiction on two (2) successive and separate occasions, it will be the responsibility of said applicant to contact Local 136 for current job opportunities. An applicant "shall" retain their position on the Out-of-Work List after their second job refusal. An attempt will be made by the Local 136 Dispatcher to contact an applicant if the applicant notifies Local 136 of a specific job they desire. It is the responsibility of the applicant working outside of the Local 136 jurisdiction to contact Local 136 for current local job opportunities. It is the responsibility of the applicant accepting a job referral to notify Local 136 if they cannot report to the respective job. An applicant failing to notify Local Union 136 by 8:00 a.m. on the day they are to report to work will be placed on the bottom of the Out-of-Work List. It is the responsibility of an applicant registered on the Out-of-Work List to notify Local 136 of their desire to be contacted for job opportunities outside of Local 136's jurisdiction.

29. In a case where the procedure in Paragraph 25 exhausts the out-of-work list, the Local 136 Business Representative shall be authorized to offer short-term employment to members on the out-of-work list under the following conditions: a) Must be short-term shutdown job (less than thirty (30) days). b) Term of employment shall not count as a job as defined in Paragraph 25, unless the job should last thirty (30) calendar days or more.

In such case, a member would lose their place on the out-of-work list.

30. Requests by Employer for key people to act as general foremen shall be honored without regard to the requested applicant's position on the out-of-work list. The Business Manager or Agent may refer a person to be a General Foreman, regardless of the applicant's position on the out of-work-list, if so requested by Employer. An Employer may elect to request applicants by name from the top 90% of the applicants on the Out-of-Work list on 50 percent (50%) of their requests. The first person shall come from the out of-work list in the order they appear and alternate between name call and list position, if the employer elects to utilize the name call.

31. Requests by Employer for particular plumbers or pipe fitters previously employed under this Agreement by the Employer and who have been laid off or terminated by the Employer, including "shutdown referral clauses", within one hundred eighty (180) calendar days previous to the request shall be given preference of re-hire and shall be dispatched to the Employer, regardless of their position on the out of-work list.

32. In the event an employee is told not to report to work on the following regular scheduled day:

a. The employer shall lay-off the employee unless the employer has a definite jobsite with the date and time for the employee to report to within five (5) working days.

b. The employee shall notify Local 136 of their lay-off date with instructions to be registered on the Out-of-Work List, unless the employee has been notified of a definite jobsite to report to within five (5) working days. The employee may elect to be registered on the Out-of-Work List immediately upon notification of a lay-off.

33. Bona fide requests by Employer for plumbers or pipe fitters with special skills and abilities will be hon-

ored. The Business Manager of the Local Union and/or the representative designated by said Business Manager may dispatch persons possessing such skills and abilities in the order which their names appear on the out-of-work list. Such a decision of the Business Manager of the Local Union in referring registrants is appealable to the Joint Committee as herein provided.

34. Any applicant who is referred to employment but is rejected by the Employer shall maintain his position on the out-of-work list. Any applicant who has a good and sufficient reason for rejecting employment or for not being available when offered employment, shall maintain their position on the out-of-work list.

35. Administration of the referral procedure established under this Agreement shall be the joint responsibility of the bargaining committee composed of three (3) representatives of the Employer and three (3) representatives of the Local Union. The Joint Committee shall be empowered:

36. To promulgate any and all rules and regulations from time to time that it deems advisable for the operation of this exclusive job referral plan.

37. Properly post all rules and regulations relating to the functioning of the referral plan, together with provisions of this Agreement as set out in Paragraph 18, at the Local Union's dispatch office and at the Employer's office or job site.

38. To hear and determine any and all disputes or grievances arising out of the operation of the job referral system including, but not limited to, grievances arising out of work registrations, work referrals and the preparation of the referral registration lists. Any applicant or registrant shall have a right to appeal any dispute or grievance arising out of and relating to the operation or functioning of the job referral plan to the Joint Committee.

39. If any question arises as to the qualifications and competency of any applicant, the Joint Committee shall make the determination. Such determination shall be fair and impartial, without regard to applicant's membership or non membership in the Local Union.

40. Apprentices shall be employed and referred according to the provisions of this Agreement and in conformity with the rules established by the Joint Committee.

41. Both parties agree that the Business Representative of the Local Union shall have full authority of placing Apprentices recognized by the Joint Apprenticeship Committee in shops and/or on jobs in compliance with the Apprenticeship Training Standards established.

42. The reason for the above Paragraph 41, is so that all Hiring Procedures pertaining to Apprentices will be practiced.

43. An appeals committee is hereby established composed of one member appointed by the Business Manager of the Local Union, one member appointed by the President of the Employer and a Public Member appointed by both the members. In the event the Union Member and Employer Member cannot agree upon such Public Member, the Circuit Judge of Vanderburgh County, Indiana, shall designate the Public Member within seven (7) days from request by the Union Member and the Employer Member. It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Article III of this Agreement. The Appeals Committee, by majority vote, shall have the power to make a final and binding decision on any such complaint, which shall be complied with by both parties signatory to this Agreement. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but is not authorized to add to, subtract from,

or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

ARTICLE IV

No Discrimination

Equal Benefits

Equal Obligations

44. Agency Shop. Membership in the UNION is not compulsory. Employees have the right to join, or not to join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

45. Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receives equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union. Accordingly, it is fair that each employee in the bargaining unit pay their own way and assume their fair share of the obligation along with the grant of equal benefit contained in this Agreement.

46. In accordance with the policy set forth in this Article, all employees shall as a condition of continued employment, pay to the Union, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, its regular and usual

dues and its general and uniform assessments. For existing employees, such payments shall commence forty-five (45) days following the date of execution of this Agreement and for the new employees; the payments shall start forty-five (45) days following the date of employment.

47. The Employer and Union agree that they will not unlawfully discriminate against any applicant or employee on the basis of race, color, sex, religion, national origin, creed, age, disability, or for membership or lack of membership in the Union or any particular local.

ARTICLE V

Wage Scale

48. April 1, 2004 through June 30, 2004		\$26.62
July 1, 2004 through March 31, 2005		\$26.32
Foreman	+6%	
Area Foreman	+7%	
General Foreman	+11%	
Lead Burning	+\$.75	
NATIONAL PENSION	\$3.57 4/1/04	\$3.57 7/1/04
HEALTH & WELFARE	\$4.70 4/1/04	\$5.00 7/1/04
EDUCATION	\$.70 4/1/04	\$.70 7/1/04
INDIVIDUAL PENSION	\$2.64 4/1/04	\$2.64 7/1/04
INDUSTRY FUND	\$.20 4/1/04	\$.20 7/1/04
April 1, 2005 through June 30, 2005		\$27.08
July 1, 2005 through March 31, 2006		\$26.83
Foreman	+6%	
Area Foreman	+7%	
General Foreman	+11%	
Lead Burning	+\$.75	
NATIONAL PENSION	\$3.57 4/1/05	\$3.57 7/1/05
HEALTH & WELFARE	\$5.00 4/1/05	\$5.25 7/1/05
EDUCATION	\$.70 4/1/05	\$.70 7/1/05
INDIVIDUAL PENSION	\$3.14 4/1/05	\$3.14 7/1/05
INDUSTRY FUND	\$.20 4/1/05	\$.20 7/1/05

April 1, 2006 through June 30, 2006...		\$27.78	
July 1, 2006 through March 31 2007...		\$27.58	
Foreman	+6%	\$29.45	4/1/06 -- \$29.23 7/1/06
Area Foreman	+7%	\$29.72	4/1/06 -- \$29.51 7/1/06
General Foreman	+11%	\$30.84	4/1/06 -- \$30.61 7/1/06
Lead Burning	+\$.75	\$28.53	4/1/06 -- \$28.33 7/1/06
NATIONAL PENSION		\$3.57	
HEALTH & WELFARE		4/1/06-- \$5.25	\$ 5.45 7/1/06
EDUCATION		\$.70	
INDIVIDUAL PENSION		\$3.44	
INDUSTRY FUND		\$.20	

49. If additional monies are needed on fringe benefits April 1, 2004, through March 31, 2007, it will be deducted from the basic wage rate.

ARTICLE VI

Scope of Agreement

50. This agreement applies to: Powerhouses, refineries, chemical plants, similar type industrial projects, processing and manufacturing plants, hospitals, banks and office buildings four (4) stories or more, including attached buildings (excluding bank branch offices), schools, colleges and universities, all prevailing wage projects, and any building located within industrial property and all other projects not listed in the United Association National Residential Agreement including the "Appendix for Indiana" and the respective "Schedule A".

ARTICLE VII

Health & Welfare

51. From April 1, 2004, through March 31, 2007-- All employers signatory hereto agree to pay Four Dollars and Seventy cents (~~\$4.70~~) for each hour for which the Employee has received wages, for all Employees covered by this Agreement. The check in payment of said

Health & Welfare shall be made payable to: Pipe Trades Health and Welfare Plan and shall be submitted to Local 136 monthly on or before the 20th day for the preceding month. Late payment will be subject to Article XVII. Should the Trustees decide that more money is needed for operation of the Health & Welfare Plan, these additional monies shall be deducted from the Employees' wages. These contributions of the Employers and the Employees shall be used exclusively to provide Group Life Insurance, Accidental Death and Dismemberment Insurance, Hospital Expense Insurance, Surgical Expense Insurance, Medical Expense Insurance, and Temporary Disability Benefits, to eligible Employees and their dependents in such form and amount as the Trustees of the Welfare Fund may determine, and to provide funds for organization and administration expense of the Health & Welfare Fund.

52. The aforementioned Health & Welfare Fund shall be administered pursuant to an "Agreement and Declaration of Trust" which Agreement and Declaration of Trust shall conform to all requirements of law.

53. A copy of said Agreement and Declaration of Trust, together with any amendments thereto, shall be considered as a part of this Agreement as though set forth here at length.

54. If the Union should cease participating in the aforementioned "Pipe Trades Health & Welfare Plan", and the aforementioned "Agreement and Declaration of Trust", the aforementioned employers will make the same amount of payments set out in Paragraph 51 above, for the same purpose set out in Paragraph 51 above, to any Health and Welfare Plan which the Union shall participate in, pursuant to any Agreement and Declaration of Trust, which shall be adopted and shall conform to all requirements of law.

55. 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.

ARTICLE VIII

Vacation Plan

56. All Employers signatory hereto agree to withhold for deposit in the Old National Bank, or any other bank agreed to by the Employer and the Union in the Employee's account or in the Employee's name, the following amount of money: 10% of gross wages. The check in payment of said vacation withholdings shall be made payable to: Old National Bank and shall be submitted monthly to Local 136 on or before the 20th day of each month by the Employer for wages deducted the preceding month. Late Payment will be subject to Article XVII.

57. Any Employee who has worked 1500 hours in any 12-month period may take a two-week vacation. Any Employee who prefers to extend his vacation beyond the two weeks may do so; however, he must notify the Company at least two weeks prior to the starting date of his vacation period.

58. The meaning and intent of this plan is that every Employee in the bargaining unit may take a two-week or longer vacation when eligible.

59. 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.

60. Said vacation fund shall be administered in accordance with the terms and provisions of the Agreement and Declaration of Trust effective May 1, 1982, the terms and provisions of which are herein incorporated by reference.

\$ 3.14 4-1-05
\$ 3.44 4-1-06

ARTICLE IX

Individual Pension Plan

61. All employers signatory hereto agree to pay Two Dollars and Sixty-Four Cents (~~\$2.64~~) for each hour for which the Employee receives wages, for all Employees covered by this Agreement. Said payment shall be in the Employee's name by all Employers signatory to this agreement in the amount directed by the Union. The check in payment of said Individual Pension Plan shall be made payable to: U. A. Local 136 Multi-Employer Pension Plan. Said payment shall be submitted to Local 136 monthly on or before the 20th day for the preceding month. Late Payment will be subject to Article XVII.

62. 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.

63. Said Plumbers & Steamfitters Local Union 136 AFL-CIO and Multi-Employer Pension Plan shall be administered by a Board of Trustees.

64. The Trustees shall administer this fund in accordance with the terms and provisions of the Agreement and Declaration of Trust effective April 1, 1989, the terms and provisions of which are herein incorporated by reference.

ARTICLE X

Plumbers and Pipefitters National Pension Fund

Revised Standard Form of Participation Agreement

65. 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 April 2004, 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 & 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	\$3.57 per hour	April 1, 2004
Apprentice	\$3.57 per hour	April 1, 2004
Journeyman	3.57 \$8.74 per hour	April 1, 2005
Apprentice	3.57 \$3.71 per hour	April 1, 2005
Journeyman	3.57 \$3.85 per hour	April 1, 2006
Apprentice	3.57 \$3.85 per hour	April 1, 2006

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, 10% or more of the corporation unless it signs and abides by a participation agreement covering such owner Employees. It is also agreed that the Employer shall not make contributions to the Fund on behalf of any Employees other than those specified herein or in a separate participation agreement.

2. The payments to the Pension Fund required above shall be made to the "Plumbers and Pipefitters National Pension Fund" which was established under an Agreement and Declaration of Trust, dated July 23, 1968 and restated December 13, 1978. The Employer, by signing this Standard Form of Participation Agreement, or by signing a Collective Bargaining Agreement providing for participation in the Plumbers and Pipefitters National Pension Fund, agrees to be bound by all of the terms and conditions of the Restated Agreement and Declaration of Trust. Any Employer so adopting the Restated Agreement and Declaration of Trust thereby ratifies, accepts and designates as its representatives the Employer Trustees 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 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 12% per annum, and liquidated damages of 10% of the unpaid contributions. The Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure or the "no-strike" clause provided under the Collective Bargaining Agreement.

6. The parties agree that this Participation Agreement shall be considered a part of the Collective Bargaining Agreement between the undersigned parties.

7. The expiration date of the present Collective Bargaining Agreement between the undersigned parties is March 31, 2007. Copies of the Collective Bargaining Agreements and all renewal or extension agreements will be furnished promptly to the Pension Fund office and, if not consistent with this Participation Agreement, can be

used by the Trustees as the basis for termination of participation of the Employer.

FOR LOCAL UNION NO _____
UNITED ASSOCIATION

By _____
(Authorized Union Officer)

FOR THE EMPLOYER*

(Insert Name of Employer)

Address _____

By _____
(Authorized Officer of Employer)

Date _____, 20____

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

ARTICLE XI

Hours of Work

66. Eight (8) hours between 6:00 a.m. and 4:30 p.m. with a thirty (30) minute lunch period, four (4) hours after starting time, shall constitute a regular work day with starting time before 6:00 a.m. or after 8:00 a.m. being approved by the Business Manager and the Employer, Monday through Friday, inclusive, shall constitute a work week.

67. Shiftwork vs. Overtime Clarification. On job sites where multiple shifts have been established and are cur-

rently being worked by Local 136 bargaining unit members, the current decisions of the NMAPC shall apply in determining overtime hours. The intent of the previous sentence is for the normal starting time of the 1st shift on Monday morning to be the start of a 24-hour continuous period with each day starting anew at the normal starting time each day and continuing each day to complete each 7-day calendar week. This shall determine the start of straight-time days and overtime days throughout the work-week as they arise.

68. In cases where only the 1st shift (i.e., dayshift) is being worked, all overtime worked from 12:00 a.m. (midnight) Sunday night through 12:00 a.m. Saturday night (midnight) shall be paid at 1-1/2 times the hourly rate. All hours worked on Sunday (which starts at 12:00 a.m. Saturday night) and Holidays (which starts at 12:00 a.m. midnight) shall be paid at 2 times the hourly rate.

69. In all cases, fringe fund payments shall be paid at the straight-time rate. Overtime rates will be multiplied times the applicable overtime rate (1-1/2 or 2) at 100% of base wages on 1st shift and at 115% for all shiftwork hours.

70. Meals and Tools. When an Employee is continuously employed for more than ten (10) hours in any one shift, and every four (4) hours thereafter, he will be allowed a reasonable amount of time to obtain a meal without the loss of time or pay for this period. There shall be reasonable time allowed for Employees to put away tools and equipment before quitting time each workday.

71. Shift work. When shifts are required, they must be worked for a minimum of three (3) days to constitute shift work, otherwise all time worked shall be paid at the applicable overtime wage rate of 1-1/2 or 2 times the base wage rate. When shiftwork is established, the straight time shift rate for second and third shift work shall be 115% of the base wage rate and overtime shall be at 1-1/2 or 2

times the shift rate. Under all circumstances, fringe payments are paid at the 100% rate. A thirty (30) minute unpaid lunch period shall be mutually agreed upon by the job Superintendent and the Union Representative.

72. All time worked before and after the established workday of eight (8) hours on a 5-8's schedule, Monday through Friday, or ten (10) hours on a 4-10's schedule, Monday through Thursday, shall be paid at the rate of time and one-half. All work commencing with the beginning of the established workday on Saturday on a 5-8's schedule shall be paid at the rate of time and one-half. All work commencing with the beginning of the established workday on Friday (with the exception of a "make-up day" under this agreement) and Saturday on a 4-10's schedule shall be paid at the rate of time and one-half. All work commencing with the beginning of the established workday on Sundays and/or holidays shall be paid at the rate of double time.

73. For purposes of clarification of the intent of this shift work section, the current decisions by the National Maintenance Agreement Policy Committee shall apply with the exception of the aforementioned three (3) day minimum requirement for the establishment of shiftwork.

74. 4-10s Work Schedule. On all projects where the employer chooses to work a 4-10s shift, the initial start shall be on a Monday (Monday through Thursday) or Tuesday (Tuesday through Friday) in all cases except where the owner or the owner's representative directs the contractor (in writing) to start the shift in the middle of the week.

75. When so elected by the Employer, a normal work week, consisting of four (4) ten-hour days, exclusive of one-half (1/2) hour unpaid meal period, any four (4) consecutive days, Monday through Friday, may be established. A voluntary make-up day can be sched-

uled on the off day (Monday through Friday), if so elected by the Employer in the case of inclement weather on a regularly scheduled day, to be paid at straight-time up to ten (10) hours a day or 40 hours per week. All time worked before the normal starting time or after the normal quitting time, all time worked on Saturday and all time worked on the fifth (5th) day (unless make-up day is utilized) shall be paid at time and one-half (1-1/2). All time worked on Sundays or Holidays shall be paid at the rate of double time (2). Fringes shall be paid on clock hours worked.

76. All employees of the bargaining unit must receive a 1/2 hour unpaid lunch period five (5) hours after the start of the regular work shift. If an employee is directed to work through this period, they shall receive the applicable overtime rate for this 1/2 hour period.

77. All employees of the bargaining unit shall be subject to the terms of wage payment applicable to the 4-10's shift they accrue their hours on. The intent of the above sentence is to clarify the rate of pay for all employees, regardless of which shift schedule they may have worked on previously before coming to the 4-10's shift.

78. In all cases, all employees shall be paid at the applicable overtime wage rate for all hours worked before the start of or after the end of the regularly scheduled ten (10) hour shift.

79. All hours worked in excess of forty (40) hours in any calendar week by any employee of the bargaining unit shall be paid at the applicable overtime rate. In cases where multiple shifts have been established by the employer, the 2nd shift employees shall work ten (10) hours and be paid ten (10) hours at 115% of the base wage rate. Overtime hours shall be paid at the applicable rate 115% base wage times 1-1/2 or 2, whichever is applicable plus 100% of fringe rates.

80. Make-up days are to be worked (if scheduled) at the option of the Employee, provided that the Employee tells the Employer when asked to work if they intend on working the make-up day. Employees electing not to work a make-up day shall suffer no reprimands for refusing to work on a make up day. The Employer shall notify the Union in advance of their intention to schedule a 4-10's schedule.

81. Holidays. New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. (Veteran's Day shall be observed Friday after Thanksgiving.) Holidays occurring on a Saturday shall be observed on the immediate Friday before. Holidays occurring on a Sunday shall be observed on the following Monday.

82. No Work on Labor Day. No work shall be performed on Labor Day, except in the case of emergency, and then only by mutual consent of the parties.

83. Wage Payment. Wages will be paid no later than the end of the shift Friday, not more than five (5) days will be withheld, such payment to be made on the job or the office of the Employer. By mutual agreement between the Employer and the Employee, wages can be paid by using direct deposit. A thirty dollar (\$30.00) per day penalty shall be paid to the Employee for late payment if wages not contested. Employee who quits shall receive wages due them no later than the ninth working day following the quitting date. Employee shall be allowed a reasonable time to report to the shop to receive their pay on company time. Employees discharged or laid off shall receive all accrued wages at the time of discharge or lay-off. In a case that a lay-off is required outside of the scheduled work day or work week, an employer may elect to have that individual's pay ready on the next normal work day. The Employee shall decide whether to pick up check in person or have employer mail check no later than the next business day.

84. Report for Work Pay. Employees who report for work, not having been told the previous day not to report, but are not put to work shall receive two (2) hours' pay. If work is started, the employee shall receive not less than four (4) hours' pay; and if more than four (4) hours are worked in any one day, the employee shall receive not less than a full day's pay, unless he leaves work of his own accord or the job on which he is employed is completed.

85. Inclement Weather. An employee reporting for work at the regular starting time at a shop or job, and for whom no work is available due to weather conditions, will receive two (2) hours pay for reporting time. To be eligible to receive such reporting pay, the employee must check in at the job or shop at the regular starting time and remain there for two (2) hours. In order to qualify for the pay provided for in this paragraph, the employee must remain on the job available for work during the period of time for which he receives pay unless released sooner by the Employer's principal supervisor. After starting to work and work is stopped because of weather conditions, the employee shall receive pay for the actual time on the job, but in no event less than two (2) hours. The Employer shall have sole responsibility to determine availability of work due to weather conditions. When conditions set forth in this paragraph occur on an overtime day, or on shift work, the premium rate shall be paid.

86. On Call Pay. A fifty dollar (\$50.00) per week bonus shall be paid to any Employee which may be required to be "on call" for service work after normal hours.

ARTICLE XII

Working Conditions

87. Foreman. On all jobs employing three (3) or more employees of the bargaining unit, one (1) employee shall be designated as Foreman by the Employer. The

crew working for a foreman shall at no time exceed ten (10) employees.

88. On all jobs performed outside the territorial scope of this Agreement, one (1) employee in the bargaining unit shall be employed as a Foreman regardless of the journeymen employed.

89. No Steward shall act as Foreman and/or no Foreman shall act as Steward.

90. When there are three (3) foremen on any one shift, there shall be an Area Foreman. When there are five (5) or more Foremen on any one shift, there shall be a General Foreman. Such individual or individuals shall not exercise any of the functions customarily exercised by supervisors as defined in the Labor-Management Relations Act of 1947, as amended.

91. Overtime. If two (2) or more crews work the Area Foreman shall work, if three (3) or more crews work the General Foreman shall work.

92. Travel - Wages and Subsistence. When an employee of the bargaining unit is sent out of the Local Union #136 jurisdiction as a Foreman for an Employer of the bargaining unit, he shall be fully reimbursed for room and board by the Employer. The highest wage rate of the jurisdictions involved will be paid. It shall also be the responsibility of the Employer to furnish transportation for the Employee.

93. Furnishing of Tools by Employer. EMPLOYERS shall furnish all tools except twenty-five (25) foot tape measure and channel locks. Employees shall be responsible for the tools furnished by the Employer, provided the Employer furnishes proper security for them and the employee is the only one who has access to the box in which they are in. A worn or broken tool must be turned in

to the shop in order to secure a replacement of same. The EMPLOYERS agree to replace twenty-five (25) foot tape measure or channel locks broken on the job if verified and recommended by the foreman or supervisor.

94. Pipe Work. Cutting and threading of all pipe four (4) inches in diameter and under shall be done by all employees in the bargaining unit, either on the job or in the shop. All pipe machines, either on the job or in the shop, shall be operated by all employees in the bargaining unit. Pipe larger than four (4) inches in diameter not cut and threaded by employees in the bargaining unit on the job or in the shop shall have fitting loose on the pipe, with the exception of flanged work. All welding and fabrication of welded headers, etc., shall be done in the shop or on the job by all employees in the bargaining unit.

95. Power Machines. All power machines, including all types of welding machines, used on a job shall be operated by employees in the bargaining unit.

96. Fixture and Pipehanger Stems or Rods. All fixture and pipehanger stems or rods not purchased from the manufacturer in stock lengths shall be cut and threaded by all employees in the bargaining unit.

97. Cutting Openings and Setting Sleeves. The cutting of all openings for admission of work and the setting of sleeves shall be done by all employees in the bargaining unit.

98. Work, Machinery, Materials. There shall be no limitation or restriction as to the amount of work an employee shall perform, the use of machinery or tools or the use of any raw or manufactured materials, except prison made materials shall not be used.

99. Plumbing Fixtures. Employees in the bargaining unit shall place in position and connect all plumbing fixtures, the installation of all backing for plumbing fix-

tures and their accessories not affecting the structure. A carpenter(s), if available on the job, will make all cuts on any backing material needed by the plumber. If a carpenter is not available then members of this bargaining unit will make such cuts. (The intent is to provide the most efficient and cost effective method to make said cuts.) All measurements will be taken and provided by the employees of this bargaining unit. 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 and soap holders, soap dispensers, sanitary napkin dispensers and disposals, combination towel dispenser and disposals, shall be the work of the employees in this bargaining unit.

100. Soil Waste, Downspouts, Vent and Discharge Pipes. All soil waste, cast and wrought iron downspouts, vent and drainage pipe shall be constructed by all employees in the bargaining unit.

101. Water Pipe. Employees in the bargaining unit shall install all water pipe for lawn sprinkling.

102. (a) Handling of Materials. Once materials, normally installed by employees of the bargaining unit are delivered to the job site at the building or on the banks of the trench or tunnel where same are to be used and/or installed, the supervision, handling and installation of such materials shall be done by all employees in the bargaining unit. Where special equipment is required, employees in the bargaining unit may receive the assistance of others.

(b) The off-loading, handling, rigging and setting into place of all the following completed pieces of equipment shall be performed by members of the bargaining unit: Pumps, compressors, boilers, water heaters, heat exchangers, unit heaters either gas, water, or steam (no ductwork attached), cooling water units including cooling towers, condensers, chillers, and liquid spraying robots.

103. Additional Bargaining Unit Work. The following, except in cases of sprinkler work or such pipe work as is fabricated by dry kiln manufacturers, etc., shall be performed by all employees in the bargaining unit.

104. Unloading, reloading, handling and erecting all material; installation of hangers and supports; the attaching and assembling of all pipe, pipe fittings, and valves, out on the job or in the shop whether welded, screwed or flanged.

105. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, sleeves, thimbles, conduits and boxes, used in connection with the pipefitting industry.

106. All temporary piping of every description in connection with building and construction work, excavating and underground construction, including the firing of boilers for temporary heat.

107. Furnishing of Information. The Union upon the request of the Employer or the Employer upon the request of the Union shall furnish a complete list of hours worked and the wages received by all employees in the bargaining unit for any week designated.

108. No Piece Work or Incentive Pay. There shall be no piece work or incentive pay of any type.

109. Use of Vehicles. Unless furnished by EMPLOYER, the use of vehicles of any description is prohibited.

110. Sub-Contracting. No employee shall do any sub-contracting, lumping or any work for himself, except on his own home.

ARTICLE XIII

Apprenticeship

111. Compliance with Standards. The parties agree to abide by the Apprenticeship Standards established by the Evansville Plumbers and Steamfitters Joint Apprenticeship Committee and the Department of Labor.

112. Employers employing one (1) Journeyman are entitled for one (1) apprentice, if available.

113. Employers employing five (5) additional journeymen will be entitled to an additional apprentice, if available, for each five (5) journeymen employed. Apprentices will be laid off in reverse order. This ratio may be lowered by the Union Representatives in case-to-case situations.

114. The Joint Apprenticeship Committee will decide, with input from Local No. 136 and Contractor Association, the number of starting apprentices each year.

115. Apprentice rate of pay will be decided by the J.A.C. If an agreement cannot be reached, it will revert back to the rate of pay established in the May 1, 1982, working agreement.

116. All wage increases for apprentices must be sanctioned by the Joint Apprenticeship Committee. Joint Apprenticeship Committee to pay tuition, apprentice to purchase personal books.

117. Maintenance of Program. There shall be established a Joint Apprenticeship and Training Fund, which shall be the depository for all funds contributed for the expense and maintenance of the Apprenticeship Training Program. The Employers shall contribute the sum of Seventy Cents (.70) per hour for each hour worked by

anyone under this Agreement in their employment or service. The check in payment of Apprenticeship and Training shall be made payable to: Local 136 J.A.C., for the sole purpose of defraying the costs of Apprenticeship or other training programs. It is agreed by the parties to leave this Section open for arbitration if Seventy Cents (.70) per hour is insufficient for the Joint Program to operate efficiently.

118. At no time shall an employee in the Apprenticeship Training Program serve as a Foreman and/or Steward, unless approved by a representative of Local 136.

119. Said payment shall be submitted to Local 136 monthly on or before the 20th day for the preceding month. Late payment will be subject to Article XVII.

ARTICLE XIV

Responsibility and Rights

120. Insurance Coverage. For all employees covered by this Agreement, the EMPLOYER shall carry Workmen's Compensation Insurance with a company authorized to do business under the applicable State Laws and Regulations, and shall in addition pay the tax necessary to secure for all such employees the benefits of the Indiana Unemployment Compensation Insurance Act, irrespective of the number of employees employed. If the UNION so desires, the EMPLOYER shall furnish the UNION with his account number.

121. Any Employer doing work in the geographic area covered by this Agreement who fails to pay the welfare, apprenticeship contribution, vacation pay, and/or all other fringe benefits, provided herein shall suffer a work stoppage on all their jobs and/or shops until proper payments have been brought up-to-date.

122. Access to Premises. The duly authorized representative of the UNION shall be allowed access to any building or job at any time where employees in the bargaining unit are employed.

123. Right to Work. The Employer and the Union realize that individual employees have the right to work and associate with and for whom they please. This right is not only inherent in the laws of the State and of this Nation but is necessitated by the inherently dangerous and interrelated nature of the work covered by this Agreement. All workmen are at liberty to work or cease to work for whomsoever they see fit and Employers are at liberty to employ or discharge whomsoever they see fit in accordance with the terms of this Agreement. Accordingly, the refusal of any individual employee to work with any other employee, workman or person shall not constitute a violation of this agreement.

124. Craftsmanship and Safety. A high level of workmanship has been maintained in the area covered by this Agreement. The maintenance of such is essential for future prosperity of the industry and the employees working therein. In order to sustain such high level of craftsmanship and to safeguard the safety of employees in their employment, the Employer agrees to abide by Safety Council Code and to employ experienced and qualified workmen from the area covered by this Agreement, before employing immigrant workmen who, experience has shown, are frequently unskilled and unqualified and may lower the standards of skill and safety in the locality.

125. Scope. This Agreement shall cover all phases of plumbing, steamfitting, pipe work, air conditioning and refrigeration which shall include, but is not limited to, the handling, assembling, cutting, threading, welding, erecting and installing of pipe, fixtures, fittings, and locations of every nature.

126. Only Employees to Work. The work covered by this Agreement shall be performed only by employees within the bargaining unit, provided that only one member of a firm of the Employer may work with the tools when at least one employee classified as a journeyman is employed pursuant to the terms of this Agreement. The foregoing provisions of this sub-paragraph shall not apply in the event of an emergency. An emergency is defined as that work required as an immediate need to protect life, limb or property of a customer when a journeyman could not be called because of lack of time in rendering service to a person whose plumbing or heating equipment is in a distressed condition. Each Employer shall designate to the Union by the first day of April of each year the person who is to act as the working member of the firm. This working member of the firm shall be permitted to work on either branch of the trade as long as a journeyman of the particular branch involved is employed in the shop. In such instance, the member of the firm must abide by all terms and conditions of this Agreement. The "working member of the firm" shall not be associated with or be a member of any building trades union.

127. Sub-Contracting Clause. The Employer agrees that he will not subcontract or sublet out any work covered in Article XII to be performed at the site of the construction, repair or alteration unless the Employer to whom the work is subcontracted or sublet is signatory to this Agreement.

128. Territorial. The territory or area covered by this Agreement shall be the following counties in the State of Indiana: Daviess, Dubois, Gibson, Knox County South of Highway 50, Perry, Pike, Posey, Spencer, Vanderburgh, Warrick, Monroe, Owen, Brown, Jackson, Martin, Orange, Washington, Lawrence and the following counties in the State of Illinois: Edwards, Lawrence, Wabash and White. Employees shall be hired and shall perform work as per their classification of work under the terms of this Agreement.

129. Stewards. The Business Manager of the Union shall have the right to appoint a Steward for each shop

and/or job. Although such Steward shall work, he shall be allowed time, on company time, to contact any employee for the purpose of making an investigation to ascertain that this Agreement is being observed. In no case shall a Steward be discriminated against for the faithful performance of his duties as a Steward.

130. A Steward may be removed, laid off or transferred from a job and/or shop by mutual consent between the Employer and the Business Manager of the Union when the work force on any job and/or shop is reduced to less than four (4) men.

131. In no case shall a Steward cause a work stoppage, but shall immediately notify the Business Manager or person designated by said Business Manager when trouble arises which he cannot adjust.

132. The Steward may be changed at any time by the Business Manager of the Union.

133. On all jobs where Steward has been appointed by the Business Manager of the Union, no member of the bargaining unit shall perform any work, unless Steward is also called and/or notified to work.

134. The employees shall have the right to refuse to cross any picket line, and no employee shall be penalized or disciplined for invoking such right.

135. The Employer will give the Representative of Local Union No. 136, twenty-four (24) hours notice, in advance, before there is a lay-off from any job in excess of two (2) employees. The Employer may, if the Union is notified, lay off more than two (2) people in a situation where prior (24 hr.) notification is not possible due to circumstances beyond an Employer's control. It is understood that this qualifying sentence is not to be abused.

136. Financial Release. There shall be no liability on the part of the international Union, the Local Union or any of its officers, agents or members by reason of the refusal of any member to work or by any unauthorized strike, stoppage or interruption of work by employees. The liability of the signers hereto shall be several and not joint.

137. No Strike/No Lockout. The union agrees not to withdraw members of the bargaining unit from any project covered under this agreement for the duration of this agreement. This clause does not supersede Article VII, Paragraph 55; Article VIII, Paragraph 59; Article IX, Paragraph 62, Article X, Paragraph 65, Item 5, and Article XIV, Paragraph 139, of this agreement. The union will be free to strike as of April 1, 2007. The employer cannot lock the union out of a job if work is available.

138. The Union agrees that if it gives any better terms and conditions regarding hours, wages, or other conditions of employment to any other Employer of labor for the performance of plumbing and pipefitting work, which is not signatory to this Agreement, they in turn shall extend the same to those employers signatory to the M.C.A. of Southern Indiana Agreement. This clause is limited only to the job site which the agreement is in place. This clause does not apply to any National Agreements with the United Association.

139. Each Employer shall deduct working assessments from the weekly paycheck of all members of the union bargaining unit at the applicable rate, as determined by the Union. The amount deducted for working assessments shall be paid to the Union or to a bank as directed by the Union on or before the 20th day of each month following the month for which payment is being made. The Union shall give the Employer a thirty (30) day notice of any rate change of working assessments. Any Employer covered by this agreement who fails to pay this working assessment provided herein shall suf-

fer a work stoppage on all their jobs and/or shops until proper payments have been made. Said payment shall be made payable to Local 136 and shall be submitted to Local 136 monthly on or before the 20th day for the preceding month. Late payment will be subject to Article XVII.

140. The Union and the Mechanical Contractors Association of Southern Indiana and/or signatory employers hereby agree that the drug and alcohol testing program, developed by the Indiana State Pipe Trades Association and the Mechanical Contractors Association of Indiana, is incorporated by reference herein and made a part hereof this contract.

141. Industry Development Fund. Each Employer signatory to this Agreement shall pay to the Mechanical Contractors Industry Development Fund the sum of twenty cents (\$.20) per clock hour worked by all Employees covered by this Agreement. The Mechanical Contractors Association of Southern Indiana shall determine the sum. Any additional sums needed will be funded by the Employer and will not be deducted from the wage and fringe package. The check in payment of Industry Development shall be made payable to: Mechanical Contractors Industry Development Fund and shall be submitted to Local 136 by the 20th of each month following the month for which payment is being made.

142. The Union and the Mechanical Contractors Association of Southern Indiana and/or signatory employers hereby agree that the Industry Development Fund Agreement agreed to on March 1, 1990, is incorporated by reference herein and made a part hereof this contract.

ARTICLE XV

Safety, Health and Sanitation

143. There shall be a safetyman on each job. He shall be allowed ample time to tour the job site periodically. He shall be an employee of the Plumbing and Pipefitting Trade and appointed by the Business Representative, and shall see that these rules are enforced. Any infraction thereof shall be reported to the Business Representative.

144. The Employer must furnish the employees with protective clothing such as gloves and protective clothing for employees who work with acids or chemicals. The Employer must also furnish leather sleeves and gloves to welders in his employ. Employees shall furnish steel-toe safety shoes on jobs where they are required by the owner of the job site.

145. For safety of employees and other craftsmen a gang shall consist of not less than four (4) employees when using a crane on a lift of over five (5) tons.

146. Employees shall have a dry, warm place to change clothes and eat their lunch. Pure, sanitary and properly cooled drinking water and sanitary toilet facilities shall be furnished by the Employer.

147. At the beginning of each job employing 35 or more employees over a period of 90 calendar days, the employer shall furnish and maintain flush toilets, flush urinals and lavatories in accordance to required quota listed.

<u>Persons</u>	<u>Toilets</u>	<u>Urinals</u>	<u>Lav.</u>
35 to 40	1	1	1
41 to 80	2	2	2
81 to 120	3	3	3
121 to 160	4	4	4
161 to 200	5	5	5
Every 50	Add	Add	Add
Over 200	1	1	1

148. This does not mean that there will not be portotoilets in remote areas of any particular job site. Also, common sense must be considered at all times regarding the above quotas.

149. Scaffolding, staging, walks, gang planks, all with handrails; ladders and other safety appliances shall be provided where necessary and shall be constructed in a safe and proper manner by competent workmen.

150. All work of the Employer shall be performed under mutually approved safety conditions, which must conform with Local, State and Federal regulations.

151. The Association agrees to cooperate with the Union in developing a voluntary safety program for journeymen and apprentices on a continuing basis.

Article XVI

Bonding Clause Reference

152. An employer who has not been signatory to this agreement requiring payment of all wages, fringe benefits and other items deducted from the weekly paychecks for twenty-four (24) consecutive months or more or any employer who has failed to pay all wages and fringe benefits in a timely manner as determined by the Local 136/MCA JATC Trustees shall be required to post a bond as

described in a resolution passed by the JATC Trustees, dated the 12th day of February, 1998. The posting of a bond either in cash or surety shall entitle the apprentices and journeymen employed by said employer to the benefit of this protection.

Article XVII

Fringe Payments and Late Penalties

153. The employer shall remit its contributions and all other weekly paycheck deductions and reporting forms to the office of Local 136, located at 2300 St. Joseph Industrial Park Drive, Evansville, Indiana, 47720-1251, on or before the 20th day of each calendar month (or the next business day if the 20th is not a normal business day) for all hours in the prior fiscal month. The postmark date will not be considered in determining an Employer's delinquency. In the event the Employer has not remitted the entire amount of the contributions due and owing to the Plans and other entities and has not filed the official report form by the due date as herein provided, the Employer shall be deemed delinquent; and the Employer shall pay to the Trustees and other entities, as liquidated damages, in addition to the full amount due in accordance with the Collective Bargaining Agreement, an amount equal to:

154. Ten percent (10%) of the total amount of contributions and deductions due and owing to the Fund(s) and/or entities; and all such liquidated damages and delinquent contributions and deductions, which remain unpaid, shall be taxed at an interest rate of twelve (12) percent per annum until such time as payments are made. The first time an Employer is late in the aforementioned payments and contribution amounts, in a current calendar year and then not for more than ten (10) days, the liquidated damage assessment shall be waived. An Employer who is delinquent in the timely remittance of fringe ben-

efit payments and deductions, more than once per calendar year or more than thirty (30) days late at any time, may be required by the Trustees of the Local 136/MCA JATC to make future payments and deductions within seven (7) days following the close of the work week for a period up to one (1) year.

155. Notwithstanding, the provisions stated herein, if the JATC Trustees shall engage and authorize legal counsel to commence in legal proceedings to effect the collection of a delinquency, the Employer shall also pay to the Trustees of the Local 136/MCA JATC Fund the amount of any reasonable legal fees and court costs incurred by the Trustees to effect collection.

ARTICLE XVIII

Grievance and Arbitration Procedure

156. In the event of any dispute between parties of this Agreement as to the rights and/or obligations under this Agreement, a representative of Local #136 and a representative of the Employer shall be immediately notified. Every effort possible shall be made by these individuals to settle the dispute before the subsequent provisions of this Article are invoked.

157. In the event that a dispute is not settled under the provisions of Paragraph 154, it shall be referred to the Joint Grievance Committee composed of three (3) representatives of the Union and three (3) representatives of the Association. Said committee shall meet within two (2) working days following receipt of written notice to the Union and to the Association from either of the parties to the dispute. The Joint Grievance Committee reserves the right to make the final decision in any dispute and final interpretation of any of the provisions of this Agreement.

158. In the event a grievance is not satisfactorily settled by the Joint Grievance Committee within five (5) working days after having been first considered by such Joint Grievance Committee, the Union or the Association may elect to submit such grievance to impartial arbitration by notifying the other party and the affected Employer in writing to that effect. The Union and the Association may mutually agree to a permanent impartial arbitrator. If they have not agreed to a permanent arbitrator, the Union and the Association shall there upon select a disinterested person to act as an impartial arbitrator for such grievance. If the Union and the Association cannot agree upon such impartial arbitrator within five (5) working days after a grievance has been referred to impartial arbitration, then such impartial arbitrator shall be selected from a list of five (5) arbitrators to be furnished by the Federal Mediation and Conciliation Service, said selection to be effected by the parties alternately striking names from such a list and the person whose name remains on the list after four (4) having been stricken shall be the impartial arbitrator. Such selection of the impartial arbitrator shall be effected within five (5) days excluding Saturdays, Sundays and holidays after receipt of the list from the Federal Mediation and Conciliation Service:

159. The decision or award of the impartial arbitrator shall be final and binding upon all parties. The impartial arbitrator shall have no authority to add to, subtract from or modify the terms of this Agreement.

160. Each party to this Agreement shall bear the expenses of preparing and presenting its own case. The fees and expenses of the arbitration shall be borne equally by the parties hereto. Any stenographic record or transcript shall be paid for by the parties ordering the transcript.

161. Any time limits provided for in the grievance and arbitration procedure set forth in the Article may

be waived or extended by mutual agreement between the Union and the Association.

ARTICLE XIX

Entire Agreement of the Parties

162. This represents the entire agreement of the parties, it being understood that there is no other agreement or understanding, either oral or written. The Employer understands that the Union is a fraternal society and as such and, in keeping with the provisions of the Labor Management Relations Act of 1947, as amended, has the right to prescribe its own rules and regulations with respect to the acquisition or retention of membership in the Union or with respect to any other matters for its own use. However, such rules or regulations whether contained in a by-law, constitution or otherwise shall have no effect, directly or indirectly upon this collective bargaining agreement, any employment relationship or the relationship between the parties.

ARTICLE XX

Invalidity and Severability

163. In the event of the invalidity of any provision of the Agreement, the remaining provisions of this Agreement shall not be affected, but shall remain in full force and effect.

ARTICLE XXI

Change of Address

164. Either party shall notify the other party immediately upon any change of address.

ARTICLE XXII

Reporting Forms

165. Contractors shall use only forms provided by Local 136 for reporting to fringe benefit funds. Other forms will not be accepted. All reports must have employees' names listed in alphabetical order.

Article XXIII

Termination

166. This Agreement shall be effective and binding upon the parties hereto from the date hereto until the 31st day of March 2007. This Agreement shall be automatically renewed for additional periods of one year each, from year to year from and after the original term of this Agreement or any subsequent year for which this Agreement is enforced, unless at least sixty (60) days prior to the termination of the original period of this agreement or at least sixty (60) days prior to the termination of any renewal thereof from time to time, either the Employer or the Union give the other written notice of its intention to terminate, amend or modify this Agreement.

167. IN WITNESS WHEREOF: The parties have hereunto affixed their hands the 1st day of April 2004.

FOR THE EMPLOYER:

FOR THE UNION:

Jim Melton
Carroll
John M. Vintini
Charles A. Martin

Randy Brown
Wendell Hilborn
Michael J. ...

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