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8,000 workers

4/1/2000-3/31/2005

Agreement Between



**NATIONAL FIRE SPRINKLER  
ASSOCIATION, INC.**



**ROAD SPRINKLER FITTERS  
LOCAL UNION No. 669, UA**

Covering Rules,  
Regulations &  
Working Conditions  
Apprenticeship  
Standards

April 1, 2000



Covering Rules,  
Regulations &  
Working Conditions  
Apprenticeship  
Standards

April 1, 2000

Agreement Between



# NATIONAL FIRE SPRINKLER ASSOCIATION, INC.

Robin Hill Corporate Park  
P.O. Box 1000 • Patterson, New York 12563  
(914) 878-4200 • Fax (914) 878-4215  
[www.nfsa.org](http://www.nfsa.org)



# ROAD SPRINKLER FITTERS LOCAL UNION NO. 669, UAW

7050 Oakland Mills Road • Suite 200  
Columbia, Maryland 21046  
(410) 381-4300 • Fax (301) 621-8045  
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**AGREEMENT BETWEEN  
NATIONAL FIRE SPRINKLER ASSOCIATION, INC.  
and  
ROAD SPRINKLER FITTERS LOCAL UNION NO. 669, COLUMBIA, MARYLAND  
OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF  
THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES  
AND CANADA**

**THIS AGREEMENT** is made this 30th day of March, 2000 (and constituting revision of the original Agreement of April 6, 1915, and revisions and renewals thereof) by and between National Fire Sprinkler Association, Inc. and Road Sprinkler Fitters Local Union 669 (hereinafter referred to as "Union").

**ARTICLE 1**

The National Fire Sprinkler Association, Inc., a body corporate under authority from its contractor members pursuant to its By-Laws, has negotiated and signed this Agreement for and on behalf of its contractor members that have given the National Fire Sprinkler Association, Inc. written authority to negotiate this Collective Bargaining Agreement, each of whom is the "Employer" party to this contract. A list of the names of those contractor members authorizing National Fire Sprinkler Association, Inc. to negotiate and execute this Agreement and on whose behalf it is negotiated and executed is attached hereto and made a part hereof.

It is understood that the National Fire Sprinkler Association, Inc. is not responsible for the actions of individual contractor members relative to the application of and compliance with this Agreement. The National Fire Sprinkler Association, Inc. has the exclusive right to appoint employer representatives to all joint committees or trust boards that are in existence and/or come about as a result of the terms and conditions of this Collective Bargaining Agreement. The National Fire Sprinkler Association, Inc. may, at its option, with the approval of the contractor member participate in any grievance involving said contractor member who has given the National Fire Sprinkler Association, Inc. authority to negotiate this Collective Bargaining Agreement.

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 agrees that, if the contractor member withdraws his membership from National Fire Sprinkler Association, Inc., or his membership is terminated for any reason, the contractor member shall be bound by all the terms and conditions of the Agreement for the balance of the term of this Agreement. National Fire Sprinkler Association, Inc. agrees to notify the Union when any contractor member withdraws or is terminated from the National Fire Sprinkler Association, Inc. within twenty (20) days of such action. The National Fire Sprinkler Association, Inc. shall also notify the Union of any new member joining the National Fire Sprinkler Association, Inc. within a period of twenty (20) days from receipt of application, subject to subsequent Board of Directors approval, and shall furnish the Union with a copy of the signed agreement whereby the Company authorizes the National Fire Sprinkler Association, Inc. to represent it in Collective Bargaining.

The Union shall submit to National Fire Sprinkler Association, Inc. within thirty (30) days of the signing of this Agreement a list of those employers with whom the Union has signed separate agreements and shall thereafter advise National Fire Sprinkler Association, Inc. in writing within ten (10) days of any new employers with whom the Union has signed a separate agreement.

## ARTICLE 2

This Agreement is entered into in good faith and the subscribers hereto declare their entire willingness to fulfill all requirements contained herein, their acts being done with the full knowledge, consent and authority of the Employer and the Union. It is hoped and believed that this Agreement properly respected will tend to remove the causes for industrial strife and bring about a better understanding between the Employer and the Union.

**STANDING COMMITTEE:** Recognizing the fact that this Agreement is for five (5) years, the parties to this Agreement hereby create a Mutual Cooperation Committee which will meet on a periodic basis, every 120 days, or sooner, if the need arises to discuss problems that are of mutual concern to the NFSA and Local Union 669.

The purpose of this Committee is to evaluate the effectiveness of this Collective Bargaining Agreement in reclaiming the market for signatory contractors and their employees and if market share continues to decline, the parties to this Agreement shall discuss possible ways and means to further prevent continued loss of market.

## ARTICLE 3

**RECOGNITION:** The National Fire Sprinkler Association, Inc. for and on behalf of its contractor members that have given written authorization and all other employing contractors becoming signatory hereto, recognize the Union as the sole and exclusive bargaining representative for all Journeymen Sprinkler Fitters and Apprentices in the employ of said Employers, who are engaged in all work as set forth in Article 18 of this Agreement with respect to wages, hours and other conditions of employment pursuant to Section 9(a) of the National Labor Relations Act.

The Union also recognizes the National Fire Sprinkler Association, Inc. as the Collective Bargaining Agency for its contractor members who have given written authorization and for those contractors who become signatory to this Agreement.

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. It is understood that the parties hereto shall not use any sale, transfer, lease, assignment, receivership, or bankruptcy to evade the terms of this Agreement.

In order to protect and preserve for the employees covered by this Agreement all work historically and traditionally performed by them, and in order to prevent any device or subterfuge to avoid the protection or preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any work of the type covered by this Agreement as a single or joint Employer (which shall be interpreted pursuant to applicable NLRB and judicial principles) within the trade and territorial jurisdiction of Local 669, under its own name or under the name of another, as a corporation, sole proprietorship, partnership, or any other business entity including a joint venture, wherein the Employer (including its officers, directors, owners, partners or stockholders) exercises either directly or indirectly (such as through family members) controlling or majority ownership, management or control over such other entity, the wage and fringe benefit terms and conditions of this Agreement shall be applicable to all such work performed on or after the effective date of this Agreement. The question of single Employer status shall be determined under applicable NLRB and judicial principles, i.e., whether there exists between the two companies an arm's length relationship as found among unintegrated companies and/or whether overall control over critical matters exists at the policy level. A joint Employer, under NLRB and judicial principles, is two independent legal entities that share, codetermine, or meaningfully affect labor relations matters.

Should the Employer establish or maintain such other entity within the meaning of the preceding para-

graph, the Employer is under an affirmative obligation to notify the Union of the existence and nature of and work performed by such entity and the nature and extent of its relationship to the signatory Employer. The supplying of false, misleading, or incomplete information (in response to a request by the Union) shall not constitute compliance with this section. The Union shall not unreasonably delay the filing of a grievance under this Article.

Particular disputes arising under the foregoing paragraphs shall be heard by one of four persons to be selected by the parties (alternatively depending upon their availability) as a Special Arbitrator. The Arbitrator shall have the authority to order the Employer to provide appropriate and relevant information in compliance with this clause.

It is the intention of the parties hereto that this clause be enforced to the fullest extent permitted by law and that, because this conforms with the parties' original intent, it shall apply to all pending and future grievances.

It is not intended that this Article be the exclusive source of rights or remedies which the parties may have under State or Federal Laws.

#### ARTICLE 4

**UNION SECURITY:** All present employees covered by this Agreement who are members of Local Union 669 shall, as a condition of employment, maintain their membership in the Union (to the extent and in the manner provided for and permitted by State and Federal laws). All other employees covered by this Agreement shall, as a condition of employment (to the extent and in the manner provided for and permitted by State and Federal laws) become members of Local Union 669 seven (7) days following April 1, 2000. All new employees shall, as a condition of employment, become members of Local Union 669 at the end of seven (7) days employment (to the extent and in the manner as provided for and permitted by State and Federal laws).

A person not a member of the United Association shall be acceptable for employment as a Journeyman only after he has produced for the Employer sworn affidavits of five (5) year's experience in the Sprinkler Industry as an Apprentice and/or Journeyman on the letterhead of his previous Employer or Employers, and such affidavits have been forwarded to the Union. The five (5) year period conforms to the period of Apprentice training as set forth in the Apprentice Standards of the Sprinkler Industry.

A person not a member of the United Association shall be acceptable for employment as an Apprentice after he has met the requirements in the Apprentice Standards, been accepted by the Joint Apprenticeship and Training Committee and issued a probationary Apprentice classification card by the Director of Apprenticeship of Local 669. If the Union is unable to furnish individuals to the Employer, and the Employer employs individuals not members of the United Association, these employees shall be paid the Journeyman's rate provided in the Agreement and contributions shall be made on such employees to the various fringe benefit funds as provided in this Agreement.

**DUES CHECK-OFF:** The Employer agrees to deduct Union Membership Dues lawfully and uniformly levied by the Union in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the following "Authorization for Check-Off of Work Assessment" form. An "Authorization for Check-Off of Work Assessment" form furnished by the Local Union, shall be given by the Employer to each new employee performing work under this Agreement, for the employee's consideration. Such deductions shall be computed and deducted weekly and remitted monthly to the Local Union 669 National Office at 7050 Oakland Mills Road - Suite 200, Columbia, MD 21046-1630, not later than the 15th day of each month following the month in which the wages were paid. The payments to Local Union 669 required under this provision may be transmitted to the Union by means of electronic transfer of funds.



**AUTHORIZATION FOR CHECK-OFF OF WORK ASSESSMENT**  
**SPRINKLER FITTERS LOCAL UNION 669**  
 7050 OAKLAND MILLS ROAD, #200, COLUMBIA, MARYLAND 21046-1630



To: Any and All Employers Signatory to a Collective Bargaining Agreement with Local Union #669

I, hereby assign to Local Union #669, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO, from any wages earned by me as an employee of any employer who is signatory to an applicable Collective Bargaining Agreement (in my present or in any future employment), the currently applicable Local Union 669 dues assessment as a percentage of the gross wages earned by me for all hours worked and or paid. I also assign and authorize deduction of any other assessment lawfully authorized and enacted by the union membership on a district, state, regional or national basis. I authorize and direct you to deduct such amounts from my pay on a weekly basis irrespective of my membership in the Union and to remit said sum monthly to Local #669 in such manner as may be agreed upon between Local #669 and the employer at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable for a period of one year from the date of delivery hereof to you, or until the termination of the Collective Bargaining Agreement between you and Local #669 which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed and shall be irrevocable for successive periods of one year each and for the period of each succeeding applicable Collective Bargaining Agreement between an employer with whom I am at that time employed and Local #669, whichever shall be shorter, unless written notice is given by me to the employer with whom I am at that time employed and Local #669 not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one year, or of each applicable Collective Bargaining Agreement between an employer with whom I am at that time employed and Local #669 whichever occurs sooner.

(Continued on Reverse Side)

FRONT

**(PLEASE NOTE DISTRIBUTION OF COPIES - CONTINUED FROM REVERSE SIDE)**

This authorization is made pursuant to the provisions of Section 302(c) of the Labor-Management Relations Act of 1947 and otherwise and shall be effective January 1, 1997 or the date of execution, whichever is later.

It is agreed that the above "Authorization for Check-Off of Work Assessment" form and "any revocation" thereof shall be executed in triplicate. Distribution of copies -1) Original to Local 669, 7050 Oakland Mills Road, #200, Columbia, Maryland 21046-1630; 2) Green copy retained by contractor for his records; 3) White copy for member's records.

**PLEASE PRINT OR MAKE ANY NECESSARY CORRECTIONS**  
**IN YOUR NAME, ADDRESS, LOCAL, UA CARD NO., OR SOCIAL SECURITY NO.**  
**Use Ball Point Pen and bear down. You are making 3 copies.**

LOCAL	UA CARD NUMBER	SOCIAL SECURITY NUMBER	Your
NAME			Signature X _____
ADDRESS			Date _____
CITY, STATE & ZIP			PLEASE PRINT THE FOLLOWING
			Employer _____
			Street _____
			City, State & Zip _____

BACK

Any change in the rate or amount of membership dues levied by the Union shall be put into effect and the deductions made during the calendar month following the calendar month in which the Employer received from the Union written notice of the change. The Union agrees to save and hold the Employer and the National Fire Sprinkler Association, Inc. harmless from any action, claim, loss, damage, or the like, including all attorneys' fees arising from or in any way connected with any deduction made pursuant to this paragraph.

**ARTICLE 5**

**HIRING OF EMPLOYEES:** Should the Employer fail to secure unemployed 669 Sprinkler Fitter Journeymen or Apprentices from any source available to him, he shall contact the Union requesting a referral of qualified unemployed Sprinkler Fitter Journeymen or Apprentices residing within one hundred (100)

miles of the job site. The Union shall be given seventy-two (72) hours from time of notification to refer qualified unemployed Sprinkler Fitter Journeymen or Apprentices to perform the work involved.

If the Union fails for any reason to refer unemployed qualified Sprinkler Fitter Journeymen or Apprentices within seventy-two (72) hours, the Employer may hire new Apprentices in accordance with the ratios established in this Agreement and subject to applicable Apprentice selection procedures.

The Employer shall have the right to accept or reject for just cause, any job applicant and to solicit from among applicants those, who in his estimation, are the best qualified.

Journeymen Sprinkler Fitters shall have the right to solicit their own jobs.

Nothing contained herein shall prevent the transfer of an employee from one job to another.

The parties recognize the legitimate interest of preserving and maintaining employment in the area in which work is being performed. Local employees shall therefore be the last laid off when an Employer lays off on a job.

**NON-DISCRIMINATION:** There shall be no discrimination with regard to race, color, religion, sex, age, or national origin by either the Union or the Employer relative to employment or conditions of employment. Contractors bound by the terms of this Agreement are likewise bound by any Affirmative Action Plans negotiated with governmental agencies by the National Fire Sprinkler Association, Inc. and Local Union 669. Wherever used in this Agreement, the masculine pronoun is understood to refer to both genders.

## ARTICLE 6

This Agreement applies to the United States, and Off-Shore Drilling operations, except in the territory established as of April 1, 2000, covered by the local agreements in Baltimore-536, Boston-550, Chicago-281, Cleveland-120, Detroit-704, Kansas City-314, Los Angeles-709, Milwaukee-183, Minneapolis-St. Paul-417, Newark-696, New York-638, Philadelphia-692, Pittsburgh-542, St. Louis-268, San Francisco-483, Seattle-699, and the states of Florida-821 and Connecticut-676. It is agreed that the contractor members who are subscribers to this Agreement shall, when performing work within the jurisdiction of any other Sprinkler Fitters Local Union, adhere to and be bound by the terms and conditions of the Collective Bargaining Agreement negotiated by the National Fire Sprinkler Association, Inc. with these other Sprinkler Fitters Local Unions.

**OFF-SHORE DRILLING OPERATIONS:** The following conditions of employment shall apply to off-shore drilling operations:

Travel expenses as applicable under Article 11 of the Agreement shall be paid from the employee's residence to the point of embarkation (i.e., boat landing, helicopter pad, etc.) servicing the structure on which the job is located. Time spent from the point of embarkation to the structure and from the structure to the point of embarkation shall be considered hours worked. Travel expense at job completion will be applied as provided under Paragraph (E), Article 11 of the Agreement.

Subsistence as applicable under Article 11 of this Agreement shall be paid to the point of embarkation.

When an employee is required to live on the structure, he shall be furnished meals and lodging free of charge. Where meals and lodging are provided, no payment shall be paid under Article 11, Paragraphs (B), (C) and (D).

Hours of work including shifts, starting time, meal periods, etc., shall conform to practice on the structure.



Overtime at the rate of double the appropriate hourly rate shall be paid for hours worked outside the regularly scheduled work shift as established on the structure.

The hourly rate for Journeymen and Apprentices at the point of embarkation shall be the hourly rate for work performed on the structure and applicable travel expense.

In no case shall an employee be required to remain on the structure for more than fourteen (14) consecutive calendar days.

#### ARTICLE 7

**WAGES:** It is agreed that the hourly wage rate for Sprinkler Fitters shall apply to jobs in the states effective April 1, 2000 for the duration of the Agreement:

#### Wage Rate

	Effective 4/1/00 On Check	Effective 4/1/01 Negotiated	Effective 4/1/02 Negotiated	Effective 4/1/03 Negotiated	Effective 4/1/04 Negotiated
Alabama	19.65	20.90	22.00	23.30	24.55
Alaska	34.30	34.80	35.30	36.60	37.85
Arizona	22.40	23.40	24.40	25.70	26.95
Arkansas	19.65	20.90	22.00	23.30	24.55
California*	27.35	28.35	29.35	30.65	31.90
California**	24.00	26.50	28.75	30.05	31.30
California (San Diego Co.)	23.25	24.50	25.75	27.05	28.30
Colorado	25.01	26.51	28.01	29.31	30.56
Delaware	24.85	26.45	28.05	29.35	30.60
Dist. of Columbia	23.95	25.20	26.30	27.60	28.85
Georgia	19.65	20.90	22.00	23.30	24.55
Idaho	21.75	22.75	23.75	25.05	26.30
Illinois***	28.04	30.04	32.04	33.34	34.59
Illinois****	27.54	29.04	30.54	31.84	33.09
Indiana*****	25.54	27.54	29.54	30.84	32.09
Indiana*****	24.84	26.44	28.34	29.64	30.89
Iowa	23.61	24.96	26.36	27.66	28.91
Kansas	24.26	25.61	27.01	28.31	29.56
Kentucky	23.05	24.30	25.80	27.10	28.35
Louisiana	20.27	21.52	22.62	23.92	25.17
Maine	20.93	21.93	22.68	23.98	25.23
Maryland	23.45	24.70	25.80	27.10	28.35
Massachusetts	25.28	26.53	27.53	28.83	30.08
Michigan	26.81	28.31	29.81	31.11	32.36
Minnesota	25.01	26.36	27.76	29.06	30.31
Mississippi	19.65	20.90	22.00	23.30	24.55
Missouri	26.59	27.69	28.84	30.14	31.39
Montana	22.50	23.50	24.50	25.80	27.05
Nebraska	23.61	24.96	26.36	27.66	28.91
Nevada	28.45	29.45	30.45	31.75	33.00
New Hampshire	20.53	21.78	22.78	24.08	25.33
New Jersey	29.65	31.30	33.00	34.30	35.55
New Mexico	20.75	21.50	22.25	23.55	24.80

	<b>Effective 4/1/00 On Check</b>	<b>Effective 4/1/01 Negotiated</b>	<b>Effective 4/1/02 Negotiated</b>	<b>Effective 4/1/03 Negotiated</b>	<b>Effective 4/1/04 Negotiated</b>
New York*****	24.90	26.15	27.15	28.45	29.70
New York*****	30.35	32.05	33.50	34.80	36.05
North Carolina	18.60	19.60	20.45	21.75	23.00
North Dakota	22.37	23.47	24.62	25.92	27.17
Ohio	25.40	27.05	28.75	30.05	31.30
Oklahoma	21.25	22.60	24.00	25.30	26.55
Oregon (District 1)	25.65	26.65	27.65	28.95	30.20
Oregon (District 21)	23.25	24.35	25.50	26.80	28.05
Pennsylvania	25.05	26.70	28.40	29.70	30.95
South Carolina	18.10	19.10	19.95	21.25	22.50
South Dakota	20.89	22.24	23.64	24.94	26.19
Tennessee	19.65	20.90	22.00	23.30	24.55
Texas	21.37	22.62	23.87	25.17	26.42
Utah	22.20	23.20	24.20	25.50	26.75
Vermont	19.58	20.58	21.33	22.63	23.88
Virginia*****	20.42	21.67	22.77	24.07	25.32
Virginia*****	23.95	25.20	26.30	27.60	28.85
Washington (District 1)	25.65	26.65	27.65	28.95	30.20
Washington (District 21)	23.25	24.35	25.50	26.80	28.05
West Virginia	24.30	25.95	27.65	28.95	30.20
Wisconsin	27.04	28.54	30.04	31.34	32.59
Wyoming	23.60	25.10	26.60	27.90	29.15

\* (excludes the Southern California counties of San Bernardino, Orange, Imperial, Riverside and San Diego).

\*\* (includes the Southern California counties of San Bernardino, Orange, Imperial, and Riverside).

\*\*\* (includes the counties of DuPage, Kane, Kendall, Lake, McHenry and Will).

\*\*\*\* (excludes the counties of DuPage, Kane, Kendall, Lake, McHenry and Will).

\*\*\*\*\* (includes the counties of Lake and Porter).

\*\*\*\*\* (Excludes the counties of Lake and Porter).

\*\*\*\*\* (except the counties of Orange, Putnam, Westchester, Sullivan, Ulster, Dutchess and Rockland).

\*\*\*\*\* (includes the counties of Orange, Putnam, Westchester, Sullivan, Ulster, Dutchess and Rockland).

\*\*\*\*\* (except the counties of Fairfax, Arlington, Prince William, and Loudon and the City of Alexandria).

\*\*\*\*\* (including the City of Alexandria and the counties of Fairfax, Arlington, Prince William, and Loudon).

Sixty days prior to April 1, 2003 and 2004 the parties to the Agreement shall meet to review the financial status of the 669 Education Fund and the NASI Welfare Fund. Should there be a need of increasing the contribution rate in either of these two funds, the wage rate in Article 7 will be reduced accordingly.

The total economic package shall be defined as Wages, Health and Welfare Fund, Pension Fund, Education Fund and S.I.S. Fund. Any increase to the NASI Health and Welfare contribution rate in the fourth or fifth years of the Agreement would result in a corresponding decrease in the Sprinkler Fitters' wages reflected above. Any increases to SIS in the second or subsequent years of the Agreement would result in a corresponding decrease in the Sprinkler Fitters' wages reflected above. Grade 2 apprentices shall have the percentages reflected in Article 16 of this Agreement applied to the above "Negotiated Wages" in the second and subsequent years of this Agreement regardless of whether there are decreases in the Sprinkler Fitters' wages to reflect SIS changes.

Effective January 1, 2001, Grade 1 Apprentices in Classes 1 and 2 shall receive \$0.25 per hour SIS contribution, in addition to their wages.

Wages shall be paid on or before the end of the employee's workday each Friday, including all wages due up to and including the previous Friday.

Contractors may pay the wages required by this Article by means of direct electronic deposit of funds to accounts maintained by the employees covered by this Agreement. Such deposits shall only be made with the written agreement of the employee, and contractors shall provide the employees with appropriate documentation (see next paragraph) of the wages paid and deductions made.

The employee shall receive a check stub with each check showing the Employer's name and address, pay period covered, regular and overtime wages, and all deductions, and also the amount of contributions made on behalf of the employees to the various fringe benefit funds.

In the event a Journeyman Sprinkler Fitter or Apprentice is laid off, he shall be paid in full at the time his services are thus discontinued.

In the event a Journeyman Sprinkler Fitter or Apprentice is discharged, he shall be paid in full within twenty-four (24) hours of the time his services are thus discontinued, either in person or by certified mail, return receipt requested, to the address on record.

The pay period for any Sprinkler Fitter or Apprentice who quits shall be his regular pay period.

An Employer may "discharge" an employee for just cause only, and the employee shall be given written notice within two (2) days of the reason therefor.

A bad check shall be considered nonpayment of wages.

An employee who doesn't receive his pay check at the time set forth in this Article shall be entitled to eight (8) hours pay.

It is further understood that the employee then has the responsibility to notify the Employer concerning the late pay check and subsequent to notification, the employee shall be entitled to eight (8) hours pay for each twenty-four (24) hour period until he receives his pay check.

An employee who notifies both his Employer and the Union in writing that he wishes his pay check to be mailed to his home address shall not be entitled to any penalty payments for late checks due to the post office services, provided the check was mailed in sufficient time to arrive within the time limits of this Article.

Any employee injured on the job to the extent of requiring a doctor's care, and which injury the doctor determines prevents the employee from returning to work, shall be paid a full days wage for the day of the injury.

## **LOCAL 669 RESIDENTIAL WORK**

Residential work is made a part of this Agreement. All work in connection with the installation and maintenance of fire protection systems for residences shall continue to be covered by Article 18 of this Agreement. All articles, terms, and conditions of this Agreement shall be applicable to "residential fire protection work," as defined below, unless specifically amended herein. This Agreement shall be applicable in all the states within the territorial jurisdiction of the Union.

"Residential fire protection work" is defined to mean any work covered by Article 18 of this agreement on:

1. One or two family dwellings;
2. All multiple family dwelling units which are permitted to have a single exterior up to and including four stories;
3. Townhouses with units stacked vertically up to and including four stories; and
4. Group residential care facilities and protective care homes (sheltered housing), not to include nursing homes or ambulatory care facilities.

The Residential Tradesman and Residential Helper shall work on only residential jobs as defined above and shall not be assigned to do any other work described in Article 18 of this Agreement.

All residential fire protection work shall be performed by Building Trades Journeymen or Apprentices represented by Local 669 or by Residential Tradesmen or Helpers represented by Local 669. The crew mix on residential fire protection projects shall consist of one (1) Local 669 Building Trades Journeyman or one (1) Local 669 Residential Tradesman to three (3) Local 669 Residential Helpers or three (3) Building Trades Apprentices.

There shall be at least one (1) Local 669 Building Trades Journeyman or one (1) Local 669 Residential Tradesman on every job. It is agreed that Affirmative Action in hiring practices will be utilized.

The rate of wage to be paid a Residential Tradesman or Building Trades Journeyman shall be 75% of the rate established in this Article. Residential Helpers shall be paid 35% of the rate in the first year of their employment, 43% of the rate in the second year, 50% of the rate in the third year, and 60% of the rate in the fourth year. Building Trades Apprentices employed under this Article shall be paid in accordance with the rates established in this Article. In no event shall an individual working under this Agreement be paid less than the Federal or applicable state minimum wage rate in addition to the fringe benefits established herein.

All residential overtime worked shall be at the rate of time and a half.

The employer shall contribute to the NASI Metal Trades Health and Welfare Fund One Dollar and Forty-Four Cents (\$1.44) per hour for each hour worked by the Residential Tradesman or Helper.

The employer shall contribute to the NASI Metal Trades Pension Fund Twenty-Five Cents (\$.25) per hour for each hour worked by the Residential Tradesman or Helper.

Benefits will be paid on Building Trades Journeymen and Apprentices, per this collective bargaining agreement.

All procedures required for fabrication of non-ferrous materials shall be performed by Building Trades Journeymen and Apprentices or Residential Tradesmen and Helpers on the jobsite.

## **ARTICLE 8**

**EXTRA CONTRACT AGREEMENTS:** The Employer and the Union agree not to enter into any Agreement or contract with members of the bargaining unit individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

## ARTICLE 9

**JOB FOREMEN:** The selection and appointment of Foremen, General Foremen and Superintendents is the responsibility of the Employer in keeping with this Agreement.

The rate of wage for the General Foreman shall be Three Dollars (\$3.00) per hour above the Journeyman's rate, effective April 1, 2000. All overtime for General Foremen shall be at the rate of time and a half of the General Foreman's rate of pay, including the General Foreman premium rate except for Sundays and Holidays. Overtime for General Foremen on Sundays and Holidays shall be at two times the General Foreman's rate of pay, including the General Foreman premium rate.

The rate of wage for Foremen shall be One Dollar and Fifty Cents (\$1.50) per hour above the Journeyman's rate, effective April 1, 2000. All overtime for Foremen shall be at the rate of time and a half the Foreman's rate of pay, including the Foreman premium rate except for Sundays and Holidays. Overtime for Foremen on Sundays and Holidays shall be at two times the Foreman's rate of pay, including the Foreman premium rate.

There shall be a Foreman on each job and a General Foreman on each job with thirty (30) or more employees and the Employer may select from among his Journeymen employees whomever he wishes to be Foreman and General Foreman.

## ARTICLE 10

**INSPECTION PRIVILEGES:** Authorized Agents of the Union shall have access to the Employer's job site unless prohibited by the authority having jurisdiction for job site security, during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the firm's working schedule. Upon request, the Employer agrees to make all reasonable efforts to secure access to the job site for authorized union agents from the authority having jurisdiction for job site security.

## ARTICLE 11

### TRAVEL EXPENSES:

- (A) Effective April 1, 2000, when an employee is required to travel to a job within sixty (60) miles of his residence, he shall be paid no expenses of any kind.
- (B) When an employee is required to travel to a job beyond sixty (60) miles up to and including eighty (80) miles from his residence, he shall be paid Ten Dollars (\$10.00) per day, effective April 1, 2000.
- (C) When an employee is required to travel to a job beyond eighty (80) miles up to and including one hundred (100) miles from his residence, he shall be paid Eighteen Dollars (\$18.00) per day, effective April 1, 2000.
- (D) When an employee is required to travel to a job in excess of one hundred (100) miles from his residence, he shall receive subsistence for each day worked in the amount of Fifty Dollars (\$50.00) per day, effective April 1, 2000.
- (E) When an employee is required to travel to a job in excess of one hundred (100) miles from his residence, he shall be paid Thirty-One Cents (\$.31) a mile in going to the job for the first time, together with travel time at the rate of one-quarter (1/4) hour travel time for each ten (10) miles traveled, not to exceed eight (8) hours per day in any twenty-four (24) hour period, effective April 1, 2000.

Whenever the employee's job in excess of one hundred (100) miles is completed or the employee is transferred by his Employer to another job, the employee shall be paid at the rate of Thirty-One Cents (\$.31) a mile to the point at which the employee entered the Employer's service or the next contract, together with travel-time at the rate of one-quarter (1/4) hour for each ten (10) miles traveled, not to exceed eight (8) hours per day in any twenty-four (24) hour period, effective April 1, 2000.

- (F)
1. The parties to this Agreement may, by mutual written agreement, designate area(s) as "fully employed." The Employer may thereafter, at its option, request that the Union refer unemployed Journeymen or Apprentices who reside outside the designated area. The Union will, at the Employer's request, refer unemployed Journeymen and Apprentices from an unemployment list maintained for this purpose, to the extent available and within five (5) working days of its receipt of the Employer's request.
  2. Journeymen and Apprentices residing outside the designated area where the jobsite is located will be referred from the nearest Local 669 District and according to the length of time on the unemployment list, referred to above, pursuant to the Union's nondiscriminatory referral procedures established for this purpose.
  3. Journeymen and Apprentices referred pursuant to this procedure will be employed for a minimum of thirty (30) working days unless the Employer has "just cause" to terminate them.
  4. Journeymen and Apprentices referred to the Employer pursuant to this procedure shall be paid Fifty Dollars (\$50.00) per day subsistence. There shall be no travel pay or mileage as provided in this Article for travel from and to the employee's residence outside the "fully employed" area.
  5. For travel from job to job within the "fully employed" area when the employee is required to travel more than forty (40) miles, he shall be paid Thirty-One Cents (\$.31) per mile between jobs and also travel time at the rate of one-quarter (1/4) hour for each ten (10) miles traveled, not to exceed eight (8) hours pay in any twenty-four (24) hour period. Mileage shall be computed between jobs within the "fully employed" area rather than from the employee's residence.
- (G) When an Employer provides suitable transportation for the employees, the Employer shall not be required to make any payment for travel expenses under this Article, except, however, he shall be required to pay travel time and subsistence in accordance with this Article. No subsistence shall be paid when the Employer furnishes daily transportation and the employee chooses to travel back and forth from his home.
- (H) If the employee leaves his work before it is completed and without the consent of the Employer, traveling shall be at the employee's own time and expense.
- (I) Residence shall be solely determined by the employee and the employee shall file this in writing with the Employer and the Union.
- (J) When a contractor sends men to Alaska, the following travel expenses shall be allowed:

The employee shall be paid Thirty-One Cents (\$.31) per mile and travel time at the rate of one-quarter (1/4) hour for each ten (10) miles, not to exceed eight (8) hours per day in any twenty-four (24) hour period from his residence to the airport of embarkation as selected by the Employer. In addition, the employee shall be paid coach air fare from the airport of embarkation to the job in Alaska, together with eight (8) hours of travel time.

At the option of the Employer, subsistence shall be Seventy Five Dollars (\$75.00) per day effective April 1, 2000, five (5) days a week, or days worked, whichever is greater, or suitable room and board (2 men

to a room). This paragraph shall apply to Alaska only and to those situations where employees are sent to Alaska from the lower forty-eight states (mainland) and where employees who are residents of Alaska are required to travel to a job in excess of one hundred (100) miles from their residence.

If the employee is discharged for good cause or quits before completion of the work project, his subsistence allowance for meals and lodging shall cease. If the employee does not stay on the work project until the work project is completed, he shall pay his own return transportation.

When the employee arrives at the Alaska airport, ground transportation to the job or the cost thereof shall be furnished by the Employer, plus one-quarter (1/4) hour of pay for each ten (10) miles traveled.

When the employee returns from Alaska, he shall be paid expenses on the same basis as set forth herein for his travel to Alaska.

- (K) For the purpose of contributions to all Funds set forth in this Agreement, travel hours paid for shall be considered hours worked.
- (L) All travel hours outside of the regular established working hours shall be at time and one half (except for Sundays and Holidays which shall be at double time) in accordance with Sections (E), (G), and (J).
- (M) Nothing herein contained shall be considered as inconsistent with the Federal Wage and Hour Laws.
- (N) For the purpose of this Article, all miles traveled by an employee shall be determined by reference to the most current edition of the "Standard Highway Mileage Guide" (Rand McNally & Company). Miles traveled shall be computed in accordance with the rules contained in the Guide.

Where the actual point of residence or job is not designated in the Guide, miles traveled shall be the mileage between the points closest to the actual point of residence or job which are designated in the Guide.

- (O) Subsistence, in accordance with Paragraphs (D) & (J) above, shall be paid if an employee is prohibited from working because of weather conditions.
- (P) An employee shall receive fifty percent (50%) of the travel payment set forth in Paragraphs (B) and (C) of this Article, if applicable, when the employee is entitled to a payment as provided in Article 12, Paragraph (D).

## ARTICLE 12

### HOURS OF WORK, SHIFTS AND OVERTIME:

- (A) **HOURS OF WORK:** The standard work day shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period, or shall conform to the practice on the job site. With prior written notice to the Union, four (4) days at ten (10) hours a day may be worked at straight time in states where it is legal Monday through Friday and need not be consecutive.
- (B) **SHIFTS:** Shift work may be performed at the option of the Employer; however, when shift work is performed, it shall be on the same contract, on the same job site, and it must continue for a period of five (5) consecutive work days. Eight (8) hours of work constitutes a shift. The hourly rate for men on the second and/or third shifts shall be fifteen percent (15%) above the basic hourly rate. There shall be a minimum of two (2) men on each shift. It shall not be required to work a day shift in order to work a second and/or third shift in accordance with this paragraph.

- (C) **OVERTIME:** All overtime, except for Sundays and Holidays shall be at the rate of time and a half. Overtime worked on Sundays and Holidays shall be at double time. The following days shall be considered Holidays:

New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day.

When one of the above holidays falls on Sunday, the following Monday shall be considered the holiday and all work performed on said day shall be at the double time rate.

When one of the above holidays fall on Saturday, the preceding Friday shall be considered the holiday. All work performed on said day shall be at the double time rate.

Should any Federal or State law be enacted which would change the day on which these holidays are now celebrated, the newly established day shall be considered the holiday.

- (D) It is also agreed that any employee after being hired or reporting for work at the regular time for whom no work is provided shall receive four (4) hours pay at the prevailing rate of wage unless he has been notified before leaving home not to report. It is also agreed that any employee after working in the morning and having started work after the lunch period, shall receive four (4) hours pay at the prevailing rate of wage for the afternoon. An exception shall be made when weather or strike conditions make it impossible to put such an employee to work, or any such stoppage of work is occasioned thereby, or any employee leaves his work of his own accord.
- (E) **TIME OFF FOR UNION ACTIVITIES:** The Employer agrees to grant the necessary time off, without discrimination and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided seventy-two (72) hours written notice is given to the Employer by the Union specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operation due to lack of available employees.
- (F) **OFF HOURS:** On all buildings that are occupied and the hours are not under the control of the contractor, and the hours do not fall into the category of the regular work day, the contractor may bid the "Off Hours" at straight time plus fifteen percent (15%). This paragraph shall not apply to new construction, emergency work or to jobs contracted prior to April 1, 1997.

It is understood that prior to the initiation of the "Off Hours" provision, the owner of such building (or owner's representative) shall provide a written confirmation as to the owner's necessity that work in the above paragraph be done during the "Off Hours" period. The Union will be given five (5) days to verify the conditions.

### ARTICLE 13

**PRODUCTION OF LABOR:** There shall be no limitation of the amount of work to be performed, except as required by Article 26.

No Sprinkler Fitter Journeyman or Apprentice working for an Employer shall work overtime at sprinkler work for another Employer during any twenty-four (24) hour calendar day period.

There shall be no restriction as to the use of machinery and tools, except as required by Article 26.



There shall be no limitation as to the method or manner in which work shall be done, except as required by Article 26.

There shall be no restriction as to the use of material, except as required by Article 26.

#### ARTICLE 14

**MATERIALS AND EQUIPMENT AND FABRICATION:** The Union shall accept all materials and equipment as delivered by or for the Employer and the unloading, handling, stockpiling, and installing of such material and equipment shall be performed by employees covered by this Collective Bargaining Agreement.

The assembling and fabrication of welded pipe formations, when performed on the job site, shall be done by Journeymen and/or Apprentices receiving the rates in this Agreement.

The welding provisions also apply to CO-2 and fire extinguisher systems.

Where Journeymen or Apprentices are required to take welding tests for certification they shall, before starting the test, be placed on the payroll of the Employer, and shall be paid in accordance with the wage schedule and travel article contained in this Agreement. All tools and safety equipment required for the test shall be furnished by the Employer.

All brazing and soldering of copper pipe done in the Sprinkler Industry shall be fabricated and assembled by Journeymen and/or Apprentices on the job site.

**MAKING ON FITTINGS:** It is understood and agreed that the Employer shall have the right to make on only three (3) screwed fittings on threaded pipe, permanently tight in the factory for shipment to any job within the territory of the Local Union and that the employees covered by this Agreement shall install this material without objection or interruption. The foregoing shall, however, not apply to spool pieces, feed main nipples and risers, and pipe fittings that must be hot dipped.

The preparation of pipe for mechanical fittings and the attachment of three (3) mechanical fittings to one (1) piece of pipe may be performed in the factory. The attachment of additional mechanical fittings to said pipe shall be performed in the field by employees covered by this Collective Bargaining Agreement.

#### ARTICLE 15

**TOOLS:** All tools will be furnished the employees by the Employer. At the close of each day, employees shall see that each tool is put in its proper place and that chests and lockers are left in a place as safe from theft or damage as possible.

Except for small hand tools, employees shall be allowed to carry tools, materials and equipment only in company owned vehicles.

It is understood and agreed that the Employer may adopt and enforce reasonable written rules with respect to the retention and care of such tools, so long as a copy of said rules is provided to the Union and said rules are enforced on a non-discriminatory basis. As part of these rules, the Employer may require that all hand tools which are lost or unaccounted for must be replaced by the employee.

## ARTICLE 16

**APPRENTICES:** The parties mutually agree that an Apprentice system has been established and that the wages, hours and working conditions of Apprentices shall be as covered by the Joint Apprentice Standards, which are incorporated by reference herein. Changes in the Apprenticeship Standards can only be made by mutual agreement of the parties to this Agreement. Such modification shall be submitted to the Bureau of Apprenticeship Training, Department of Labor, for approval. Apprentices employed before such modification shall not be affected without their consent. It is expressly understood and agreed that the Employer shall not lay off a Journeyman or Apprentice in order to hire a new Apprentice. There shall be no restrictions on the hiring of Apprentices until January 1, 2005, other than the ratio of 1:1 for Journeymen to Apprentices.

Newly indentured Apprentices shall be issued a temporary ID immediately. This temporary ID will be valid for up to 120 days from date of hire. Such temporary ID shall be sent by fax, Email or other such rapid means to the Contractor's office as to permit immediate placement on the payroll.

All Apprentices indentured before April 1, 2000 shall be paid a progressively increasing rate of wage based upon the applicable percentage schedules in effect on their indenture date.

All Apprentices indentured or reindentured on or after April 1, 2000 but before April 1, 2005 will be paid according to the following schedule with increases occurring every six (6) months:

<b>Grade 1 Apprentices</b>	<b>Percentage Scale of Journeyman's Rate</b>
Class 1	45%
Class 2	50%
Class 3	55%
Class 4	60%

<b>Grade 2 Apprentices</b>	<b>Percentage Scale of Journeyman's Rate</b>
Class 1	65%
Class 2	70%
Class 3	75%
Class 4	80%
Class 5	85%
Class 6	90%

From April 1, 2000 to January 1, 2001, NASI Health and Welfare contributions shall be made on behalf of Grade 1 Apprentices at Two Dollars and Twenty Cents (\$2.20) per hour for Level 3 coverage and NASI Welfare contributions will be made as required in Article 19 for Grade 2 Apprentices. Effective January 1, 2001, NASI Health and Welfare contribution shall be made on Grade 1, Class 1 and 2 Apprentices at the rate of Two Dollars and Eighty Cents (\$2.80) per hour and for all other apprentices at the rate provided for in Article 19.

Education and Industry Promotion Fund contributions shall be made on behalf of Apprentices as required by Articles 21 and 22 of this Agreement.

From April 1, 2000 to January 1, 2001, Pension Fund contributions provided for in Article 20 of this Agreement shall not be required for Grade 1 Apprentices. Effective January 1, 2001, NASI Pension Fund contributions will be made for all hours worked by all Apprentices except for Grade 1 Apprentices in Classes 1 & 2.

S.I.S. Fund contributions shall not be required for Grade 1 Apprentices indentured or reindentured on or after April 1, 1991 through December 31, 2000. Effective January 1, 2001, S.I.S. Fund contributions shall not be required for Grade 1, Class 3 and 4 Apprentices, but there shall be a Twenty-five Cent (\$0.25) per hour contribution for all hours worked by Grade 1, Class 1 and 2 Apprentices and full contributions for Grade 2 Apprentices.

**RATIO OF APPRENTICES TO JOURNEYMEN:** Employers employing Apprentices under the terms and conditions of these Standards shall be allowed one (1) Apprentice to the first Journeyman and one (1) Apprentice to each Journeyman thereafter. No Apprentice may be employed on a job where there are no Journeymen employed.

An Apprentice may not be elevated to the position of Temporary Journeyman unless such action is approved by the Joint Apprenticeship and Training Committee.

Each Employer shall report semi-annually on January 1 and July 1 to the Joint Apprenticeship and Training Committee the number of Journeymen and Apprentices working for them.

It is agreed that on February 1 of each year the ratio of Apprentices to Fitters shall be examined and determined for the following year based on the average employment of Journeymen for the previous year and the anticipated business for the forthcoming year.

#### **ARTICLE 17**

**WORKING WITHIN JURISDICTION OF OTHER SPRINKLER UNIONS:** When employees covered by this Agreement enter the jurisdiction of other Sprinkler Local Unions, they shall work under the terms and conditions of the existing sprinkler bargaining agreement in effect in that area.

When an employee is sent into the territory of another Sprinkler Local, he shall receive his pay, expenses and travel time under the 669 Agreement until he actually enters the jurisdiction of the other Local and starts work.

For the purpose of travel pay, the rate of the state of the employee's residence shall prevail.

#### **ARTICLE 18**

**JURISDICTION OF WORK:** The work of the Sprinkler Fitter and/or Apprentice shall consist of the installation, dismantling, maintenance, repairs, adjustments, and corrections of all fire protection and fire control systems including the unloading, handling by hand, power equipment and installation of all piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes and hose connections to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems, also all tanks and pumps connected thereto, also included shall be CO-2 and Carbox Systems, Dry Chemical Systems, Foam Systems and all other fire protection systems, but excluding steam fire protection systems.

All applicable points of the 50 Articles of Jurisdiction of the United Association shall be included. (See Addendum A to this Agreement.)

**SUBCONTRACTING:** Any Employer party to this Agreement may subcontract the work as outlined in the paragraph above, provided he subcontracts to a contractor that has a Collective Bargaining Agreement with Local Union 669.

#### **ARTICLE 19**

**NATIONAL AUTOMATIC SPRINKLER INDUSTRY WELFARE FUND:** It is mutually agreed that a Welfare Fund on a National Automatic Sprinkler Industry basis has been established for those employees who are covered by this Collective Bargaining Agreement.

There has been created a Board of Trustees of ten (10) members, five (5) appointed by the National Fire Sprinkler Association, Inc., and five (5) Union Trustees, three (3) appointed in accordance with Local Union 669's Constitution and By-Laws and two (2) appointed in accordance with the National Automatic Sprinkler Industry Welfare Fund Trust Agreement.

The Board of Trustees shall administer the existing Agreement and Declaration of Trust in accordance with Federal, State and Local laws and shall continue to take all necessary steps to carry out the legal operation of this Welfare Fund.

Effective April 1, 2000, each contractor shall pay to the Fund Three Dollars and Forty Cents (\$3.40) per hour for all hours worked by all employees who come under the jurisdiction of this Collective Bargaining Agreement unless otherwise provided for in this Agreement. Contractors may make the payments required by this Article by the electronic transfer of funds.

The Trustees of the National Automatic Sprinkler Industry Welfare Fund are authorized to enter into reciprocal agreements with Trustees of other welfare funds providing for the transfer of contributions between funds so that employees temporarily working outside their home funds' jurisdiction will not lose credit or eligibility for benefits in their home funds. The Trustees shall determine the terms of such reciprocal agreements, the manner of crediting reciprocal contributions and all questions of eligibility based on hours worked under reciprocal agreements.

## ARTICLE 20

**NATIONAL AUTOMATIC SPRINKLER INDUSTRY PENSION FUND:** It is mutually agreed that a Pension Fund on a National Automatic Sprinkler Industry basis has been established for those employees who are covered by this Collective Bargaining Agreement.

There has been created a Board of Trustees of ten (10) members, five (5) appointed by the National Fire Sprinkler Association, Inc., and five (5) Union Trustees, three (3) appointed in accordance with Local Union 669's Constitution and By-Laws and two (2) appointed in accordance with the National Automatic Sprinkler Industry Pension Fund Trust Agreement.

The Board of Trustees shall administer the existing Agreement and Declaration of Trust in accordance with Federal, State and Local laws and shall continue to take all necessary steps to carry out the legal operation of this Pension Fund.

Effective April 1, 2000, each contractor shall pay to the Fund Two Dollars and Thirty-Five Cents (\$2.35) per hour for all hours worked by the employees who come under the jurisdiction of this Collective Bargaining Agreement unless otherwise provided for in this Agreement.

Effective January 1, 2001, said contribution rate shall be Two Dollars and Forty Cents (\$2.40) per hour for all hours worked by the employees who come under the jurisdiction of this Collective Bargaining Agreement unless otherwise provided for in this Agreement.

Effective January 1, 2002, said contribution rate shall be Two Dollars and Forty-Five Cents (\$2.45) per hour for all hours worked by the employees who come under the jurisdiction of this Collective Bargaining Agreement unless otherwise provided for in this Agreement.

Effective January 1, 2003, said contribution rate shall be Two Dollars and Fifty Cents (\$2.50) per hour for all hours worked by the employees who come under the jurisdiction of this Collective Bargaining Agreement unless otherwise provided for in this Agreement.

Effective January 1, 2004, said contribution rate shall be Two Dollars and Fifty-Five Cents (\$2.55) per hour for all hours worked by the employees who come under the jurisdiction of this Collective Bargaining Agreement unless otherwise provided for in this Agreement.

Effective January 1, 2005, said contribution rate shall be Two Dollars and Sixty Cents (\$2.60) per hour for all hours worked by the employees who come under the jurisdiction of this Collective Bargaining Agreement unless otherwise provided for in this Agreement.

Contractors may make the payments required by this Article by the electronic transfer of funds.

The Trustees of the National Automatic Sprinkler Industry Pension Fund are authorized to enter into reciprocal agreements with Trustees of other pension funds providing for the transfer of contributions between funds so that employees temporarily working outside their home funds' jurisdiction will not lose credit or eligibility for benefits in their home funds. The Trustees shall determine the terms of such reciprocal agreements, the manner of crediting reciprocal contributions and all questions of eligibility based on hours worked under reciprocal agreements.

## ARTICLE 21

**NASI-LOCAL 669 INDUSTRY EDUCATION FUND:** It is mutually agreed that an Apprenticeship System has been established for the purpose of providing educational training as provided by the Apprenticeship Standards.

An Educational Trust Fund has been established. There has been created a Board of Trustees consisting of six (6) members; three (3) appointed by the National Fire Sprinkler Association, Inc., and three (3) Union Trustees appointed in accordance with the Constitution and By-Laws of Local Union 669.

The duty of this Board of Trustees shall be to administer the existing Agreement and Declaration of Trust in accordance with Federal, State and Local laws and to take all necessary steps to carry out the legal operation of the above agreed Educational Fund.

Effective April 1, 2000, each contractor shall pay to the Fund Fifteen Cents (\$0.15) per hour for all hours worked by all Journeymen and Apprentices whose wages are covered by this Collective Bargaining Agreement. Contractors may make the payments required by this Article by the electronic transfer of funds.

**Residential:** Effective April 1, 2000, each contractor shall pay to the Fund Ten Cents (\$0.10) per hour for all hours worked under the Local 669 Residential Work provisions of Article 7 of this Collective Bargaining Agreement. Contractors may make the payments required by this Article by the electronic transfer of funds.

**United Association International Training Fund:** In order to carry out the functions of the International Training Fund, each contractor who is party to this Agreement shall forward to the NASI Fund Office Five Cents (\$.05) per hour for all hours worked by all Journeymen and Apprentices whose wages are covered by this Collective Bargaining Agreement, effective April 1, 2000. NASI will forward these contributions to the United Association International Training Fund.

## ARTICLE 22

### ADDITIONAL FUNDS

#### (A) Supplemental Pension Fund:

It is mutually agreed that a Sprinkler Industry Supplemental Defined Contribution Pension Fund has been established for those employees whose wages are covered by this Collective Bargaining Agreement to be applied on a State by State basis.

For the purpose of the support, maintenance and administration of the Fund, each contractor who is a party to this Agreement and performing work within the following states shall contribute to the Fund for all work performed by Journeymen and Grade 2 Apprentices within those states in the following amounts, effective April 1, 2000, except as provided for in this Agreement:

Alabama	.50	Montana	1.00
Alaska	2.50	Nebraska	1.50
Arizona	1.50	Nevada	2.00
Arkansas	.50	New Hampshire	1.50
California	1.50	New Jersey	3.00
Colorado	1.50	New Mexico	1.50
Delaware	2.00	New York	2.00
Dist. of Columbia	1.00	North Dakota	.50
Georgia	.50	Ohio	1.50
Idaho	1.50	Oklahoma	1.00
Illinois	1.50	Oregon	2.00
Indiana	1.00	Pennsylvania	2.00
Iowa	1.50	South Carolina	.50
Kansas	1.00	South Dakota	.50
Kentucky	1.50	Tennessee	.50
Louisiana	.50	Texas	.50
Maine	1.50	Utah	1.00
Maryland	1.50	Vermont	1.00
Massachusetts	2.00	Virginia*****	1.00
Michigan	2.00	Washington	2.00
Minnesota	2.00	West Virginia	1.50
Mississippi	.50	Wisconsin	2.00
Missouri	1.50	Wyoming	1.00

\*\*\*\*\* (including the City of Alexandria and the counties of Fairfax, Arlington, Prince William and Loudon)

Effective January 1, 2001, Twenty-Five Cents (\$0.25) per hour shall be contributed on all hours worked by Grade 1, Class 1 and 2 Apprentices. There is no contribution for any hours worked by Grade 1, Class 3 and 4 Apprentices.

Contractors may make the payments required by this Article by the electronic transfer of funds.

The contractor shall not be responsible for any expense or cost beyond this hourly contribution as set forth herein.

This Fund is created under an Agreement and Declaration of Trust by and between National Fire Sprinkler Association, Inc., and Road Sprinkler Fitters Local Union No. 669 and Local Union No. 709, Los Angeles, California; Local Union No. 483, San Francisco, California; and Local Union No. 699, Seattle, Washington. There shall be an equal number of Association and Union Trustees appointed by the respective parties to this Agreement. It shall be a duty of the Trustees to administer the Agreement and Declaration of Trust in accordance with Federal and State Laws and to take all necessary steps to carry out the legal operation of the Fund.

The Employers bound by this Agreement do hereby join in and subscribe to the Agreement and Declaration of Trust of the Sprinkler Industry Supplemental Defined Contribution Pension Fund and agree to be bound by any amendments thereto.

**(B) Industry Promotion Fund:**

Effective the 1st day of April, 2000, the Employer shall pay to the National Fire Sprinkler Industry Promotion Fund a sum of money equal to Ten Cents (\$.10) per hour for each hour worked by each employee

subject to this Agreement. It is understood that no less than Three Cents (\$.03) of the contribution shall be segregated and administered separately for the purpose of Contract Administration and the balance shall be used for national programs.

It is agreed by the parties to this Agreement that the contributions covered by this Article shall not be used in any manner which would be adverse to the interests of Local Union 669. The Association agrees to meet periodically at least once a year, to discuss the use of these Funds.

It is further agreed that should any of the contributions be used in any manner which is or are adverse to the interests of Local Union 669, then the Parties to the Agreement shall meet within ten (10) days to resolve said issue.

The Employer agrees to become party to the Agreement and Declaration of Trust establishing the National Fire Sprinkler Industry Promotion Fund. It is understood and agreed that the Fund and Program of Benefits at all times through the life of this Agreement shall be such as to qualify for approval by the Internal Revenue Service of the United States Treasury Department and other appropriate governmental agencies, if necessary, to permit all Employers an income tax deduction for contributions paid hereunder.

### ARTICLE 23

**MONTHLY REPORTS:** Employers party to this Agreement shall submit contributions to the Welfare, Pension, Educational, S.I.S. and Industry Promotion Funds in accordance with rules, regulations and procedures established by the Trustees of the Welfare, Pension, Educational, S.I.S. and Industry Promotion Funds.

The Employer agrees that the Trustees of the Welfare Trust, the Pension Trust, the Educational Trust, the S.I.S. Trust, and the Industry Promotion Trust, or their designees, shall have the authority to order an audit of the payroll, wage and related records (including supporting work sheets) of the Employer for the purpose of insuring compliance with the terms of this Agreement requiring contributions to the Trust Funds.

The Employer agrees that in the event the Trustees institute or participate in legal proceedings to collect payments or contributions from an Employer, the Employer shall also be required to pay reasonable attorney's fees, expenses of collection and interest at the highest rate permitted by the laws of the State where the legal proceeding is instituted.

Each contractor who is a subscriber to this Agreement or who desires to become a subscriber to this Agreement shall furnish to the Union a cash or surety bond with a U. S. Treasury Listed Bonding Company in proportion to the average number of hours worked per month during the preceding year:

<b>Number of Reportable Hours Per Month</b>	<b>Amount of Bond</b>
0-900	\$15,000.00
Over 900	\$30,000.00

Said bond shall expressly guarantee, in the following order of priority:

- (1) Wages, including dues, as required by this Agreement;
- (2) Welfare Fund contributions, as required by this Agreement;
- (3) Pension Fund contributions, as required by this Agreement;
- (4) Education Fund contributions, as required by this Agreement;

- (5) S.I.S. Fund contributions, as required by this Agreement;
- (6) Industry Promotion Fund contributions, as required by this Agreement; and
- (7) Liquidated Damages, interest and attorney's fees, as established by the Trustees of the Fund.

Each such bond shall provide, that in the event an Employer rejects this Agreement in connection with a bankruptcy proceeding, the bond shall also guarantee payments to the Welfare, Pension, S.I.S, and Industry Promotion Funds (in that order of priority), which would have been required by this Agreement, but for the Court's Order approving rejection of the Agreement.

Any contractor who becomes signatory to this Agreement must have a bond on file with the Local within fifteen (15) calendar days of the signing of this Agreement.

In lieu of the bonding requirement of this Article and only with the Union's prior approval, a contractor may obtain an irrevocable and unconditional Letter of Credit in the amount specified above. The necessary and acceptable form for this purpose shall be provided by the Union.

Should the contractor fail to provide and maintain the bond or Letter of Credit as required, the Union shall have the right to remove the employees covered by this Agreement or take other legal economic actions against the Employer provided however, that the contractor first be given fifteen (15) calendar days written notice by the Local Union headquarters of his failure to comply.

In the event such action is taken, the Employer shall be responsible for any loss resulting therefrom.

Any contractor who puts up a cash bond recognizes that in order to defray the costs of maintaining an escrow account for cash bonds, any interest earnings by such bond shall be the property of the Union.

**LATE FILING CLAUSE:** It is agreed that in the event the Employer is delinquent at the end of the period in the payment of his contribution to the Health and Welfare Fund, the Pension Fund, or other Funds created under this Agreement, in accordance with the rules and regulations of the Trustees of each Fund, the employees and/or the Union shall have the right to take action that may be necessary until such delinquent payments are made; provided however, that such action is subsequent to the Employer receiving notice in writing from the Welfare, Pension, Educational, S.I.S. and/or Industry Promotion Trust Fund Administrator that said contractor is delinquent and it is further agreed that in the event such action is taken, the Employer shall be responsible for any loss resulting therefrom.

## **ARTICLE 24**

**INCLUSION OF OTHER LOCAL UNIONS:** It is mutually agreed that if the National Fire Sprinkler Association, Inc. shall agree with the other Local Unions of the United Association of Journeymen and Apprentices for the establishing of Welfare Funds and Pension Funds, in any such case the National Fire Sprinkler Association, Inc. and such other Local Unions may in writing agree that said Welfare Fund and Pension Fund shall be operated under the same provisions of this Agreement.

In any such case (a) payments of funds by the members of the National Fire Sprinkler Association, Inc. shall be made to the Trustees provided above and such payments and investments and reinvestments thereof may be commingled with any other funds (or investment or reinvestments thereof) of said Trustees.

(b) Benefits shall be paid to or established for the benefit of the employees in other Local Unions on the same basis as benefits are paid to or established for the benefit of employees covered by Local Union 669, provided that contributions and contribution periods as provided for in the Collective Bargaining Agreements entered into by the respective Local Unions are the same as that provided in this Agreement.



(c) The National Fire Sprinkler Association, Inc. and such other Local Unions shall adopt the Trustees currently serving under the Agreement and Declaration of Trust between the National Fire Sprinkler Association, Inc. and Local Union 669 of the United Association and their successors appointed as provided in said Agreement and Declaration of Trust.

## ARTICLE 25

**GRIEVANCE PROCEDURE AND ARBITRATION:** During the term of this Agreement there shall be no strikes, lockouts, slowdowns, or work stoppages. However, violation by an Employer involving:

- (a.) Non-payment of wages at the time due;
- (b.) Issuing non-negotiable checks or checks drawn upon accounts having insufficient funds for wages, expenses or for any of the fringe contributions as required by this Agreement;
- (c.) Non-payment or non-reporting of fringe contributions due and payable under this Agreement subject, however, to the late filing clause contained in Article 23;
- (d.) Failure to participate in the grievance procedure, or to abide by the decision of the Grievance Committee as set forth in Step 2 of this Article, or the Arbitrator as set forth in Step 3 of this Article; or failure to participate in the grievance-arbitration procedure when arbitration has been requested under Step 3 of this Article after Steps 1 and 2 have been exhausted;
- (e.) Failure to provide or maintain in effect a bond or Letter of Credit as required by Article 23;

...shall give the Union the right to remove employees from any job or jobs of the Employer or to take other legal or economic action against the Employer, in addition to their right to use the grievance procedure.

Paragraph (d) above shall not apply to the Subcontracting clause in Article 18.

All disputes and grievances relative to the interpretation or application of this Agreement, shall be processed in the following manner:

Step 1 - The employee or Union representatives in the employee's behalf shall within fifteen (15) working days of the occurrence of the grievance or dispute, discuss with the Employer's representative the employee's grievance or dispute.

If the grievance or dispute is not settled to the satisfaction of the employee,

Step 2 - The employee must, within the twenty (20) working days of the occurrence of the alleged grievance or dispute, reduce this grievance to writing, setting forth the date, time and place, section of the Agreement and relief sought with which the grievance or dispute is concerned and submit by certified mail, one (1) copy each to the Business Manager of the Local Union, the Employer and the President of the National Fire Sprinkler Association, Inc. (P.O. Box 1000, Route 22 and Robin Hill Park, Patterson, New York, 12563) for discussion and possible resolution.

Step 3 - If within thirty (30) working days after referral to Step 2, the Union and Employer cannot resolve the alleged grievance or dispute, then the matter shall be referred to an Impartial Arbitrator.

If the Union and the Employer are unable to agree upon an Impartial Arbitrator within a period of ten (10) working days, then either may request the Federal Mediation and Conciliation Service to submit a list of seven (7) names. After receipt of the names of seven (7) Arbitrators, the Union and the Employer shall meet and alternate in striking three (3) names from the list, with the first strike decided by a toss of a coin.

The remaining name after the Union and the Employer have struck three (3) names from the list shall be the Impartial Arbitrator. The decision of the Impartial Arbitrator shall be final and binding on the parties to Arbitration. The duties of the Arbitrator shall be limited to the interpretation and application of the Agreement, and the Arbitrator shall have no powers to change or amend the Collective Bargaining Agreement.

The parties to Arbitration shall bear the expense of its witnesses and legal fees. The fees and expenses of the Arbitrator shall be paid by the loser.

The National Fire Sprinkler Association, Inc., shall have the right to participate as an intervenor in any and all disputes arising under this Article.

If the Employer, Union or the National Fire Sprinkler Association, Inc. has a grievance related to the interpretation or application of this Agreement, the grievance shall be submitted to the Business Manager of the Union (7050 Oakland Mills Road, Suite 200, Columbia, Maryland 21046) and to the President of the National Fire Sprinkler Association, Inc. in writing by registered mail within thirty (30) days of occurrence of the grievance, setting forth the exact date of the grievance and the nature of the grievance for discussion and possible resolution.

If within thirty (30) days the grievance is not settled between the Union and the National Fire Sprinkler Association, Inc. or between the Union and the Employer, as appropriate, then the parties shall proceed to Arbitration as set forth in Step 3 of this Agreement.

## ARTICLE 26

### Section A: Job Safety

1. The Employer and employees hereby agree to comply with all applicable Federal, State and Municipal safety and health laws and regulations, as well as the requirements of the "Authority Having Jurisdiction" on all jobs.

2. The Employer shall be responsible for determining and advising employees of hazardous shop or job-site conditions (i.e. radiation, asbestos, toxins, carcinogenics, etc.).

3. The Employer shall be responsible for maintaining the safe condition of all tools and equipment utilized by the employees. The employee shall, however, abide by reasonable employer rules providing for the care of such tools and equipment.

4. Normally there shall be at least two (2) men on each job. The utilization of one (1) man on a job shall be limited to those situations where conditions safely allow one (1) man to work alone (i.e., day work, emergency work and trim work where buildings are occupied and the employee is not exposed to excessive height or weight conditions.) It is mutually agreed that one (1) man jobs have been performed in the past under safe conditions, and provided safe conditions exist, it is reasonable and proper to assign one (1) man to a job.

5. The Employer shall furnish at no cost to the employee all safety equipment as required by applicable Federal, State and Municipal safety and health laws and regulations, as well as all equipment required by the "Authority Having Jurisdiction" on all jobs.

6. No employee shall be required to work in any area where Epoxy Resins are being applied by other crafts, nor in areas where airborne asbestos is present without being provided proper and authorized safety equipment.

## **Section B: Radiation Exposure**

1. The Employer recognizes the need to maintain safe working conditions for the employees exposed to radiation. The Employer agrees to be bound by the rules and regulations established by the "Authority Having Jurisdiction" for safety on nuclear projects.

2. Exposure to radiation shall be kept as low as possible.

3. An employee who receives his maximum radiation exposure limits prior to the end of any regular work week (Monday through Friday) will be transferred to other suitable work without loss of pay or he shall be paid wages and fringe benefits for the week as if he had worked a full week.

### **ARTICLE 27**

**TRADE DISAGREEMENTS:** Except as provided in the first paragraph of Article 25 of this Agreement, there shall be no strikes, slowdowns, work stoppages or lockouts for any cause during the term of this Agreement. All other disputes relative to the interpretation and application of this Agreement shall be processed in accordance with Article 25 of this Agreement.

This shall not include strikes which may be called by the Local Building Trades Council and sanctioned by the United Association, such strike and strikes to be only local in character.

It shall not be a violation of this Agreement, and it shall not be cause of discharge or disciplinary action, for an employee to refuse to go through any primary picket line, including a primary picket line of the Union.

### **ARTICLE 28**

#### **DRUG AND ALCOHOL ABUSE:**

The NFSA and Local 669 acknowledge that the use of alcohol and illicit drugs that impair work performance is detrimental to the health and safety of the employees covered by this Article. It is also acknowledged that employees suffering from an alcohol or drug related problem should be afforded the opportunity to remedy their health problem. Therefore, it is hereby agreed by the parties as follows:

1. An employee shall not report for work in a condition unfit for work due to the use of alcohol, illegal drugs, or other illegal substances that impair his/her work performance. Being in a condition unfit for work because of the effects of illegal drugs, alcohol or other illegal substances that impair work performance while at the jobsite is cause for disciplinary action, up to and including discharge.

2. If an Employer has "probable cause" to suspect that an employee is unfit for work as described above, the Employer may require the employee to submit to a detection test as outlined in Paragraph 3 to determine whether the employee is in violation of Paragraph 1. "Probable cause" means objective belief based on direct observation by a supervisor or management representative such that it can be described with particularity, i.e., specific facts. All such facts must be immediately reduced to writing by the supervisor or management official and provided to the employee and the Union. If a supervisor or management official is not "on site" to observe an employee whose performance is impaired, the job foreman shall contact the Employer by telephone immediately.

"On site" means the location of the job at which the employee is suspected of being unfit for work.

Any employee operating a company motor vehicle that is involved in a motor vehicle accident during working hours or at any time if such vehicle is owned or leased by the Employer, or in a work related injury that requires medical attention, may also be required to submit to testing for drugs or alcohol at the discretion of the Employer.

3. The procedure for detection of alcohol-related impairment shall be the same as used by the State where the worksite is located and presumptive impairment shall be determined by using the State established level for a finding of driving a vehicle while intoxicated. The testing procedure for drug related impairment shall use the EMIT or similar screening test in the first instance. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative or positive for these five drugs or classes of drugs:

	<b>Initial Test Level (ng/ml)</b>
Marijuana Metabolites	50
Cocaine Metabolites	300
Opiates	300
Phencyclidine (PCP)	25
Amphetamines	1000

The results of the test must be confirmed by the gas chromatography/mass spectrometry method. The failure to confirm the initial finding by GC/MS shall nullify the initial screening. The types of drugs listed above are not the exclusive set of drugs for the detection of which analysis may be conducted, provided the parties are in agreement as to applicable procedures and standards for drugs not enumerated above.

4. The testing shall be conducted by a laboratory certified to perform such tests by the United States Department of Health and Human Services or any other laboratory designated by agreement of the parties. The collection of the samples shall conform to procedures established by HHS in effect on April 1, 2000. These procedures are available upon request from the National Fire Sprinkler Association, Inc. and from the Union.

5. After any sample is collected pursuant to the provisions of this Article, the employee shall be given a portion of the sample collected for his/her own analysis. Said portion shall be clearly identified and sealed. The Employer shall also provide the employee and Union representative with a listing of the three (3) closest laboratories or testing agencies which comply with the HHS Guidelines cited above. In the event the District Business Agent is not available to be "on site" within one hour, the Union shall designate a temporary, alternate Union representative. The employee shall have the right to independent analysis at these approved facilities. Any report on the contents of the sample must contain a signed attestation that the seal was intact upon submission to the testing facility.

6. The Employer shall notify the Union, in writing, that it has required a test to be performed and the reasons for testing as outlined in Paragraph 2 of this Article. The employee shall be advised by the Employer that he/she has the right to Union representation at all stages of the investigation and assessment process. Refusal by the employee to cooperate in the investigation and assessment process shall constitute grounds for discipline up to and including discharge. Failure by an Employer to afford the employee the right to Union representation, upon request, shall preclude discipline or other adverse action against the employee.

7. Possession or sale of illegal drugs or other illegal substances at the worksite shall constitute independent grounds for discharge without regard to "probable cause" of unfitness for work or adverse effect upon work performance.

8. Any finding of unfitness for duty and any discipline imposed under this Article shall be subject to the grievance/arbitration procedure found in Article 25 of the National Agreement. The employee may be assigned to nonsafety sensitive positions of the National Agreement pending resolution of the grievance.

9. All records pertaining to investigation and assessment of an employee shall be maintained as strictly confidential and shall not be released other than to the employee or to the Union. Under no circumstances shall said records be disclosed or otherwise utilized for law enforcement purposes, unless formally subpoenaed by law enforcement agency(s).

10. The only permissible testing by the Employer shall be that set forth in Paragraph 2. There shall be no random testing, use of electronic detection devices, use of search dogs, searches of persons or vehicles or other practices not specifically mentioned in this Article. If the General Contractor or owner requires drug or alcohol testing other than that provided herein, the Employer shall immediately notify the Union in writing. At the option of the employee or the Union, any employee tested through procedures other than those set forth above shall have the right, at the Employer's cost, to be tested pursuant to procedures set forth in Paragraph 2 and no discipline may be imposed until unfitness for work is established pursuant to Paragraph 2.

11. This Article shall not bar any subsequent modifications of the standards and tests promulgated by the Joint Apprenticeship Training Committee nor testing of applicants for the Joint Apprenticeship Program pursuant to procedures adopted by the Joint Apprenticeship Training Committee.

#### ARTICLE 29

**DURATION AND REOPENING OF AGREEMENT:** This Agreement shall be effective from April 1, 2000 to March 31, 2005.

#### ARTICLE 30

**PROVISIONS FOR RENEWAL OF AGREEMENT:** Sixty (60) days prior to April 1, 2005, written notice may be given by either party requesting a conference to prepare such alterations or amendments as may be agreed to. Failing to give such written notice, this Agreement remains in force from year to year, until written notice of sixty (60) days prior to April 1 is served. Written notice shall be sent by registered mail to the National Fire Sprinkler Association, Inc. and to the Local Union at its National Office.

#### ARTICLE 31

**SAVINGS CLAUSE:** In accordance with the intent and agreement of the parties, the provisions of this Collective Bargaining Agreement shall be interpreted and construed in a manner which is consistent with all applicable Federal and State laws. In the event, however, that any article or provision to 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 validity and which will be in accord with the intent and purposes of the article or provision in question.

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 as to which it has been held invalid, inoperative and unenforceable shall not be affected thereby.

For the Union:

Gerald D. Singleton  
Bradley M. Karbowski  
Terry R. Zahn  
Michael A. Demattia  
George S. Dewees  
David E. Higgins  
Kenneth L. Roberts  
Max D. Jenkins  
John D. Green  
Michael L. Johnson  
John A. Laughlin  
Edward L. Zittle

For the Association:

Richard D. Sullivan  
Cornelius J. Cahill  
Michael J. Wood  
Ted J. Angelo  
Richard J. Boulanger  
J. Phillip Cook  
Claude Chafin  
Alan R. Fox  
Ausmus S. Marburger  
Rex Miller  
Michael A. Rothmier  
Mark D. Tate  
R. Steven Ulmer

**ADDENDUM A**  
**to the**  
**AGREEMENT BETWEEN**  
**NATIONAL FIRE SPRINKLER ASSOCIATION, INC.**

**and**  
**SPRINKLER FITTERS LOCAL UNION NO. 669, COLUMBIA, MARYLAND**  
**OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE**  
**PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES & CANADA**

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

All piping for plumbing, water, waste, floor drains, drain grates, supply, leader soil pipe, grease traps, sewage and vent lines.

All piping for water filters, water softeners, water meters and the setting of same.

All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above-mentioned equipment.

All water services from mains to buildings, including water meters and water meter foundations.

All water mains from whatever source including branches and fire hydrants, etc.

All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc.

All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and washrooms, shower stalls, etc.

All bathroom, toilet room and shower room accessories, i.e., as towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.

All lawn sprinkler work including piping, fittings, and lawn sprinkler heads.

All sheet lead lining for X-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipe fitting industry.

All fire stand pipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories, and all piping for sprinkler work of every description.

All block tin coils, carbonic gas piping, for soda fountains and bars, etc.

All piping for railing work, and racks of every description, whether screwed or welded.

All piping for pneumatic vacuum cleaning systems of every description.

All piping for hydraulic, vacuum, air, water, steam, oil, or gas, used in connection with railway cars, railway motor cars and railway express locomotives.

All marine piping, and all piping used in connection with ship building and ship yards.

All power plant piping of every description.

The handling, assembling, and erecting of all economizers, super-heaters, regardless of the mode or method of making joints, hangers, and erection of same.

All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs, and water grates, boiler compound equipment, etc.

All soot blowers and soot collecting piping systems.

The setting, erecting, and piping, for all smoke consuming and smoke washing and regulating devices.

The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards, and other controls used in connection with power, heating, refrigerating, air conditioning, manufacturing, mining and industrial work.

The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers and all piping for same in power houses distributing and boosting stations, refrigeration, bottling, distilling, and brewing plants, heating, ventilating and air conditioning systems.

All piping for artificial gases, natural gases, and holders of equipment for same, chemicals, minerals and by-products for refining of same, for any and all purposes.

The setting and erecting of all underfeed stokers, fuel burners and piping including gas, oil, power fuel, hot and cold air piping, and all accessories and parts of burners and stokers, etc.

All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.

The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, and mixing devices, and piping thereto of every description.

The setting, erecting and piping of all cooling units, pumps, reclaiming systems, and appurtenances in connection with transformers, and piping to switches of every description.

All fire extinguishing systems, and piping, whether by water, steam, gas or chemical, fire alarm piping and control tubing, etc.

All piping for sterilizing, chemical treatment, deodorizing, and all cleaning systems of every description and laundries of all purposes.

All piping for oil, or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.

All piping for power, or heating purposes, either by water, air, steam, gas, oil, chemicals, or any other method.

All piping, setting and hanging of all units and fixtures for air-conditioning, cooling, heating, roof cooling, refrigerating, ice making, humidifying, dehumidifying, dehydrating, by any method and the charging and testing, servicing of all work after completion.

All pneumatic tube work, and all piping for carrying systems by vacuum, compressed air, steam, water, or any other method.

All piping to stoves, fire grates, blast and heating furnaces, ovens, driers, heaters, oil burners, stokers and boilers and cooking utensils, etc., of every description.

All piping in connection with central distributing filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, aeration basins.

All process piping for refining, manufacturing, industrial, and shipping purposes, of every character and description.

All air piping of every description.

All temporary piping of every description in connection with building and construction work, excavating and underground construction.

The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduit and boxes used in connection with the pipe fitting industry.

The handling and setting of boilers, setting of fronts, setting of soot blowers and attaching of all boiler trimmings.

All pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts, and water lines and booster stations of every description.

All acetylene and arc welding, brazing, lead burning, soldering and wiped joints, caulked joints, rolled joints, or any other mode or method of making joints in connection with the pipe fitting industry.

Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.

All methods of stress relieving of all pipe joints made by every mode or method.

The assembling and erecting of tanks, used for mechanical, manufacturing, or industrial purposes, to be assembled with bolts, packed, or welded joints.

The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipe fitting industry.

The operation, maintenance, repairing, servicing and dismantling of all work installed by journeymen members of the United Association.

All piping for cataracts, cascades (i.e. artificial water falls), make-up water fountain, captured waters, water towers, cooling towers, and spray ponds, used for industrial, manufacturing, commercial, or for any other purposes.

Piping herein specified means pipe from metals, tile, glass, rubber, plastics, wood, or any other kind of material or product manufactured into pipe, usable in the pipe fitting industry, regardless of size or shapes.



**APPRENTICESHIP STANDARDS BETWEEN  
ROAD SPRINKLER FITTERS LOCAL UNION NO. 669 OF THE  
UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES  
OF THE PLUMBING AND PIPE FITTING INDUSTRY  
OF THE UNITED STATES AND CANADA  
and  
NATIONAL FIRE SPRINKLER ASSOCIATION, INC.**

These Apprenticeship Standards approved this 30th day of April, 2000, and effective April 1, 2000 constitute a revision of the original Apprenticeship Standards registered by the Bureau of Apprenticeship and Training of the Department of Labor in 1953 and revisions thereof. By registering these training standards, the Bureau of Apprenticeship and Training certifies that they conform to labor standards necessary to safeguard the welfare of Apprentices. The DOL's general labor standards for Apprentice Programs are set forth in Title 29, Code of Federal Regulation, Part 29.

Local application of these Apprenticeship Standards, in States having State apprenticeship agencies, may require adaptation to meet the standards of apprenticeship in such States.

**PREAMBLE**

Realizing the great and growing need for qualified trained mechanics in the Sprinkler Industry in order that proper facilities for fire protection may be provided and correctly and scientifically installed both now and in the future, the National Fire Sprinkler Association, Inc., and Road Local Union No. 669 of the United Association believe we should institute a systematic vocational training of Apprentices to the end that the needs of the Industry for capable mechanics will be met and a proper balance steadily maintained.

**Definitions as Herein Used**

- (1) **COMMITTEE** means the Joint Apprenticeship and Training Committee.
- (2) **ASSOCIATION** means the National Fire Sprinkler Association, Inc.
- (3) **UNION** means Road Local Union No. 669 of the United Association.
- (4) **AGREEMENT** means the written Apprenticeship Agreement between the Apprentice and the Joint Committee acting as the Employer's agent in which the terms and conditions of Apprenticeship are set forth. Each Agreement shall contain a clause which makes these standards a part of such Agreement. Some state apprenticeship agencies may require the use of their own apprenticeship agreement forms.
- (5) **APPRENTICE** (Grade 1/Grade 2) means a person who has agreed to work at and learn Sprinkler Fitting and who is governed by a written agreement that has been approved by the Joint Apprenticeship and Training Committee and registered with the Bureau of Apprenticeship and Training.
- (6) **EMPLOYER** means the firm by whom the Apprentice is employed.
- (7) **DIRECTOR OF APPRENTICESHIP** means the agent of the Joint Apprenticeship and Training Committee or designated person to perform the duties stated in the Standards of Apprenticeship.
- (8) **STANDARDS** means this entire document, including these definitions.

## **Administrative Procedure**

(a) The Joint Apprenticeship and Training Committee shall be composed of eight (8) members of equal representation from the National Fire Sprinkler Association, Inc. and Road Sprinkler Fitters Local Union 669 of the United Association.

(b) From this Committee shall be chosen a Chairman and Secretary. When the Chairman represents the Association, the Secretary shall be from the Union and/or vice versa. The length of the term of office shall be one (1) year.

(c) The voting strength of the Committee shall be equally divided between the Association and the Union representatives. The division of the vote among such groups shall be determined by the number of members of each group.

(d) The Chairman and the Secretary shall retain the right of voice and vote on all matters coming before the Committee.

(e) The Joint Committee shall meet at least three (3) times per year. The date, time and place of the meeting shall be determined by the Committee. The Chairman or any four (4) members of the Committee have the authority to call and establish the date of special meetings.

(f) Four (4) members of the Committee shall be deemed necessary to establish a quorum for an official meeting of the Committee, two (2) representing each group. No meeting of the Committee shall be considered official unless both groups are represented.

(g) The Joint Apprenticeship and Training Committee shall establish such additional rules and regulations governing its administrative procedures as are required.

## **Duties of the Joint Apprenticeship and Training Committee**

(a) To determine the need for Apprentices.

(b) To determine the adequacy of an Employer to give proper training.

(c) To place Apprentices under written Apprenticeship Agreements.

(d) To establish minimum standards of education and experience required of Apprentices.

(e) To approve Apprenticeship Agreements and to submit these Agreements for registration to the Bureau of Apprenticeship and Training.

(f) To determine the quality and quantity of experience on the job which Apprentices must have and to be reasonably responsible for their obtaining it.

(g) To hear and adjust all complaints of violation of Apprenticeship Agreements.

(h) To arrange tests for determining the Apprentices' progress in manipulative skill and technical knowledge (technical knowledge to be obtained from written reports, manipulative skill to be determined by Employer reports).

(i) To maintain a record of each Apprentice, for at least five (5) years, showing education, experience and progress in learning the trade.

(j) To make an annual report covering the work of the Joint Apprenticeship and Training Committee to the Employer, the Union and the Bureau of Apprenticeship and Training.

(k) To notify the Bureau of Apprenticeship and Training of all terminations or cancellations of Agreements.

(l) Upon satisfactory completion of the term of the Apprenticeship the Joint Apprenticeship and Training Committees shall recommend to the approving agency (Bureau of Apprenticeship and Training, U.S. Department of Labor), that a Certificate of Completion be awarded.

(m) To be responsible in general for the successful operation of these Standards by performing the duties here listed, by cooperating with public and private agencies which can be of assistance, by obtaining publicity, in order to develop the support of the public in Apprenticeship and by keeping in constant touch with all parties concerned—Apprentices, Employers and Journeymen.

(n) To ensure that training resources are expended so that they may help to serve the need for skilled labor of employers supporting this program and to ensure continued financial support for this program by, among other things, requiring reimbursement of all costs incurred by the JATC and/or the National Automatic Sprinkler Local No. 669, U.A. Education Fund for or on behalf of individual Apprentices who choose to work in employment not covered by a collective bargaining agreement requiring payments in support of this or a similar program.

### **Supervision of Apprentices**

(a) During the entire term of Apprenticeship, the Apprentices shall be under the jurisdiction and control of the Joint Apprenticeship and Training Committee, and the Committee shall have the authority to protect their welfare and also to instruct, direct and discipline at all times.

(b) Each Employer who employs Apprentices in accordance with these Standards shall, with the advice and assistance of the Joint Committee, be responsible for their work experience on the job and the recording of same on the record form adopted for this purpose. It shall be the Employer's duty to see that this form is complete in every detail and forwarded to the Joint Committee at the proper time for their information and record.

(c) The Joint Committee may request interested agencies or organizations to designate a person or persons to serve as consultants. Consultants will be asked to participate without vote in conference on special problems relating to Apprenticeship Training which affect the agencies they represent. If any fees are to be paid to consultants, approval must be obtained in advance from the National Fire Sprinkler Association, Inc. and Local Union No. 669.

### **Standards and Qualifications of Apprenticeship**

Applicants for Apprenticeship not heretofore connected with the Trade:

(1) Must be the age of 18 or over.

(2) Must be a high school graduate or have G.E.D.

(3) Must be physically fit to do the work of the trade (Applicants after being selected but before being assigned to Employer shall undergo a medical examination to establish physical fitness).

(4) Must have military discharge under other than dishonorable conditions, if applicable, and show evidence of same.

## **Qualifications of Employers**

All Employers of Apprentices must satisfy the JATC that they can meet the following minimum qualifications:

- A. Be financially responsible and current in Fringe Benefit Payments.
- B. Have the necessary facilities to assure effective training.
- C. Employ Local 669 Journeymen in accordance with the existing Journeyman-Apprentice ratio.
- D. Agree to adhere to the program as set up by the JATC.
- E. Be signatory to the Local 669 Joint Apprenticeship Program Affirmative Action Plan.

## **Term of Apprenticeship**

The term of Apprenticeship shall consist of two (2) years as a Grade 1 Apprentice followed by three (3) years as a Grade 2 Apprentice. The Apprentice shall serve and complete the Apprenticeship with the Employer to whom apprenticed except as herein provided.

A candidate for Apprenticeship with previous experience in, or related to, the trade can request that such experience be evaluated by the Committee. This request should be made at the time of application. Where such experience warrants it, the Committee will place the Apprentice in the appropriate wage period, and such advanced credit shall be subject to review prior to the Apprentice's next advancement.

## **Application for Apprenticeship**

The recruitment, selection, employment and training of Apprentices shall be without discrimination because of race, color, religion, national origin or sex. The Employer will take affirmative action to provide equal opportunity in Apprenticeship and will operate the Apprenticeship Program as required under applicable law and lawful regulations issued hereunder. The affirmative action program, with required implementation, for the selection of Apprentices shall be the one prepared by the Local 669 JATC.

Application for Apprenticeship shall be filed in duplicate with the Joint Apprenticeship and Training Committee on blanks furnished by them and applications must be filled out completely by applicant in his/her own handwriting.

## **Hiring of Apprentices**

Employers being entitled to and desiring an Apprentice shall make application for said Apprentice to the Joint Committee. The Employer shall agree that the Apprentice will be worked under such conditions as will result in normal advancement and that the Employer will cooperate in seeing that the Apprentice does the requisite amount of study and manual training as prescribed by the Joint Committee. The Employer shall also agree that the Apprentice will not be employed in a manner that may be considered as unfair to either party to these Standards and, further, the parties agree to maintain their existing procedures and rules, as determined by the JATC, with respect to administration of the Apprenticeship Program. In the event there are Apprentices available who have had their employment terminated by some other member Employer, such Apprentice will be placed before new Apprentices are hired.

No new Apprentice may be hired when unemployment exceeds two (2) Journeymen or Apprentices, within 100 miles of the applicant's home residence, or six percent (6%) of the total of Journeymen and Apprentices, within 100 miles of the applicant's home residence (whichever is greater). For the purposes of

determining the actual availability of qualified Journeymen and Apprentices in a given area, the Union will maintain a list of unemployed Journeymen and Apprentices. Said list shall be updated on a weekly basis. Said list will be made available to the Joint Apprenticeship and Training Committee upon request, but shall not be used for any purpose other than the foregoing. The Chairman and Secretary of the Committee will approve or reject applications for new Apprentices based upon the above-referenced list.

The Director of Apprenticeship will provide a list of Apprentice Applications for approval on Friday of each week (if applicable) to the Chairman and Secretary of the JATC. The Union will respond to the list, received on Friday, the following Monday.

It is mutually agreed, however, that because of the existing shortage of Apprentices throughout the jurisdiction of Local 669, the following shall apply:

(1) During the period from April 1, 2000 until January 1, 2005, applications submitted in accordance with the established Affirmative Action Plan and Selection Procedures for Apprentices will be processed from eligible Employers on the basis of one (1) Apprentice for every Journeyman employed by the Employer regardless of unemployment.

(2) During the period from January 1, 2005 until the expiration of the Agreement, the Standard employment provisions shall be applied.

### **Probationary Period**

The first six (6) months of employment after the signing of the Apprenticeship Agreement shall be the probationary period. The Apprenticeship Agreement may be terminated during the probationary period or extended probationary period, if one is imposed, by either party without stated cause.

Before the end of the probationary period, the Joint Apprenticeship and Training Committee shall make a thorough review of the Apprentice's ability, attitude and development. Any Apprentice found to be unsatisfactory shall be retained on probation an additional sixty (60) days and re-evaluated. An Apprentice found to be inadequate on re-evaluation shall be dropped from the Program. An Apprentice who satisfactorily completes the probationary period will be considered Grade 1 Apprentice, initiated into Local Union No. 669 as a Building Trades Apprentice and enrolled in the Related Training Program.

### **Adjusting Differences**

The Committee shall undertake to keep the Apprentice at work at the trade continuously, except in case of strike, lockout, sickness or other unavoidable causes, unsatisfactory completion of related training courses, or by action of the Joint Committee. When an Employer discharges an Apprentice, the Employer shall immediately notify the Joint Committee in writing, giving the name of the Apprentice and the reason for discharge. Disposition of such an Apprentice shall be made by the Joint Committee within sixty (60) days of receipt of notice of discharge. In case of dissatisfaction between the Employer and the Apprentice, either party has the right and privilege of appeal to the Joint Apprenticeship and Training Committee for such action and adjustment of such matters as come within the Standards.

Parties to the Apprenticeship Agreement may consult with the Bureau of Apprenticeship and Training for an interpretation of any provision of the Standards over which differences occur.

### **Related Instructions**

Each Apprentice shall be required to participate in the correspondence study program devoted to subjects related to the trade which has been developed by the JATC. Hours of related training shall be no less than 144 hours per year. Grade 1 Apprentices will be provided with broad general knowledge. The training of

Grade 2 Apprentices will be concentrated on the specific skills required of the sprinkler trade mechanic. Apprentices will not be paid for time devoted to related instruction.

### Identification and Work Card

Upon acceptance of application and assignment of employment, the Apprentice will be registered in accordance to these Standards of Apprenticeship and shall be issued a Probationary Card which will identify the Apprentice on jobs and indicate the Employer to whom assigned. This card will be assigned by the Director of Apprenticeship for the Chairman and the Secretary of the Joint Apprenticeship and Training Committee.

### Work Experience

The Apprentice shall be given such instruction and experience in all branches of the trade, as is necessary to develop a practical and skilled mechanic. The Apprentice shall also be given experience on all new equipment, materials and substitutes that may be installed on the job and also training in safety practices to avoid personal injuries and property damage.

Where it is found impossible for one Employer to provide the diversity of experience necessary to give the Apprentice all-around training in the trade, the Joint Apprenticeship and Training Committee may transfer the Apprentice temporarily or permanently, to another Employer, in which case the Employer to whom the Apprentice is assigned will assume all obligations of the original Employer, but in no case shall an Apprentice be transferred to a shop where there is a labor dispute.

The work experience schedule below is to be used as a guide to the various types of work to be performed and the basic skills to be learned.

SKILL AREA**	Rec. Hrs.	Rec. %	Max. Hrs.
A. Installation Overhead Piping	5,000	50.0	7,000
B. Installation system controlling valves, Controlling devices & alarms	1,250	12.5	1,750
C. Installation Underground Piping	1,000	10.0	1,400
D. Installation System Supply	875	8.75	1,225
E. Repair & remodeling work	1,875	18.75	2,625
	10,000	100.00	14,000

\*\*To insure a well rounded Journeyman, an Apprentice is restricted to maximum of 2,500 hours welding. Welding experience may be either in the field or in a fabrication shop.

### Safety and Health Training

The Employer shall instruct the Apprentice in safe and healthful work practices and shall insure that the Apprentice is trained in facilities and other environments that are in compliance with either the Occupational Safety and Health Standards promulgated by the Secretary of Labor under Public Law 91-596, dated December 29, 1970, or State standards that have been found to be at least as effective as the Federal standards.

## **Responsibilities of Apprentices**

The Apprentice shall:

A. Perform diligently and faithfully the work of the trade, and perform such other pertinent duties as may be assigned in accordance with the provisions of the registered Standards.

B. Respect the property of the Contractor and abide by the working rules and regulations of the Contractor, the Local Union, and the JATC.

C. Complete satisfactorily the required instruction in subjects related to the trade, as provided under these registered Standards.

D. Maintain such records of on-the-job training and related instruction as may be required by the JATC.

E. Develop safe working habits, and work in such manner as to assure their safety and that of other workers.

F. Conduct themselves at all times in a credible, ethical, and moral manner.

## **Disciplinary Action**

A. After the probationary period, the Apprenticeship Agreement may be canceled at the request of the Apprentice or may be suspended, canceled, or terminated by the JATC for good cause. Such removal by the JATC shall cancel the classification of the Apprentice and the opportunity to complete the training. The registration agency shall be notified of such cancellations.

B. The JATC may also discipline an Apprentice by postponing advancement from one period of training to the next or by temporarily removing the Apprentice from the job, causing loss of employment.

C. Before invoking any disciplinary action, the JATC must notify the Apprentice by certified mail. If the Apprentice fails to show satisfactory cause for on-the-job actions or fails to correct Related Training Program delinquencies within the specified time, disciplinary action may be invoked.

## **Apprentice Registration**

The Apprentice shall sign an Apprenticeship Agreement with the Joint Apprenticeship and Training Committee. This Agreement shall be registered with the Bureau of Apprenticeship and Training. Every Apprenticeship Agreement entered into under these Standards shall contain the provision making terms and conditions of the Standards a part of the Apprenticeship Agreement. The following shall receive copies of the Apprenticeship Agreement:

(a) The Employer

(b) The Joint Apprenticeship and Training Committee

(c) The Bureau of Apprenticeship and Training

(d) The Apprentice

## **Periodic Examinations**

It will be the duty of the Employer and the instructor to make periodic reports on the progress of each

Apprentice. The Joint Apprenticeship and Training Committee shall keep a record of the progress of each Apprentice, and reports from the Employer as well as the instructor shall be scrutinized semi-annually. If the Joint Apprenticeship and Training Committee is satisfied with the progress being made by the Apprentice, a notice will be forwarded to the Employer which will advance the Apprentice to the next period. These reports must show if the agreed conditions are being fulfilled by both parties to this contract, whether the Apprentices are being held back or if they are to advance in different processes of the trade, and if Apprentices are negligent and incapable of becoming competent workers. In cases of failure on the part of the Apprentice to fulfill obligations as to schooling, diligence or application to the work, or conduct, the Agreement may be suspended or revoked and the Employer hereby agrees to carry out the instructions of the Joint Committee in this responsibility. The Apprentice hereby agrees to abide by any such determination of the Joint Committee. Upon the successful completion of the terms of Apprenticeship under these Standards, the Apprentice shall be issued a Certificate of Completion of Apprenticeship signed by the officers of the Apprenticeship Committee and countersigned by the Bureau of Apprenticeship and Training and shall be a Journeyman.

**Hours of Work**

The hours of work for Apprentices and conditions associated therewith shall be in accordance with the present and subsequent labor agreement in effect.

**Wages for Apprentices**

All Apprentices indentured or reindentured on and after April 1, 1991 and before April 1, 1997, will be paid according to the following schedule with increases occurring every six (6) months:

<b>Grade 1 Apprentices</b>	<b>Percentage Scale of Journeyman's Rate</b>
Class 1 .....	38%
Class 2 .....	41%
Class 3 .....	45%
Class 4 .....	50%

<b>Grade 2 Apprentices</b>	<b>Percentage Scale of Journeyman's Rate</b>
Class 1 .....	56%
Class 2 .....	62%
Class 3 .....	68%
Class 4 .....	74%
Class 5 .....	80%
Class 6 .....	85%

Apprentices indentured or reindentured before April 1, 1991 may, upon completion of required study and with the prior written approval of the Joint Apprenticeship and Training Committee, be released from the apprenticeship program and given journeyman status after five (5) years accredited trade experience.

All Apprentices indentured or reindentured on and after April 1, 1997 and before April 1, 2000 will be paid according to the following schedule with increases occurring every six (6) months:

<b>Grade 1 Apprentices</b>	<b>Percentage Scale of Journeyman's Rate</b>
Class 1 .....	40%
Class 2 .....	45%
Class 3 .....	50%
Class 4 .....	55%



<b>Grade 2 Apprentices</b>	<b>Percentage Scale of Journeyman's Rate</b>
Class 1 .....	60%
Class 2 .....	65%
Class 3 .....	70%
Class 4 .....	75%
Class 5 .....	80%
Class 6 .....	85%

All Apprentices indentured or reindentured on and after April 1, 2000 will be paid according to the following schedule with increases occurring every six (6) months:

<b>Grade 1 Apprentices</b>	<b>Percentage scale of Journeyman's Rate</b>
Class 1 .....	45%
Class 2 .....	50%
Class 3 .....	55%
Class 4 .....	60%

<b>Grade 2 Apprentices</b>	<b>Percentage scale of Journeyman's Rate</b>
Class 1 .....	65%
Class 2 .....	70%
Class 3 .....	75%
Class 4 .....	80%
Class 5 .....	85%
Class 6 .....	90%

Notwithstanding the percentages above, the total of the wage rate plus any SIS contributions for the Apprentice shall be a minimum of \$7.50 per hour. From April 1, 2000 to January 1, 2001, NASI Health and Welfare contributions shall be made on behalf of newly indentured Apprentices at Two Dollars and Twenty Cents (\$2.20) per hour for Level 3 coverage, until contributions under Article 20 go into effect. Thereafter, NASI Welfare contributions will be made as required in Article 19. Effective January 1, 2001, NASI Health and Welfare contributions shall be made on Grade 1 Class 1 & 2 Apprentices at the rate of Two Dollars and Eighty Cents (\$2.80) per hour and for all other Apprentices at the rate provided for in Article 19.

Education and Industry Promotion Fund contributions shall be made on behalf of Apprentices as required by Articles 21 and 22 of this Agreement.

From April 1, 2000 to January 1, 2001, Pension Fund contributions provided for in Article 20 of this Agreement shall not be required for Grade 1 Apprentices. Effective January 1, 2001, NASI Pension Fund contributions will be made for all hours worked by all Apprentices except for Grade 1 Apprentices in Class 1 & 2.

S.I.S. Fund contributions shall not be required for Grade 1 Apprentices indentured or reindentured on or after April 1, 1991 through December 31, 2000. Effective January 1, 2001, there shall be a Twenty-Five Cent (\$0.25) per hour contribution for all hours worked by Grade 1 Class 1 and 2 Apprentices.

**Ratio**

Employers employing Apprentices under the terms and conditions of these Standards shall be allowed one (1) Apprentice for each Journeyman. No Apprentice may be employed on a job where there are no Journeymen employed.

An Apprentice may not be elevated to the position of Temporary Journeyman unless such action is approved by the Joint Apprenticeship and Training Committee.

Each Employer shall report semi-annually on January 1 and July 1 to the Joint Apprenticeship and Training Committee the number of Journeymen and Apprentices working for them.

It is agreed that on February 1 of each year the ratio of Apprentices to Fitters shall be examined and determined for the following year based on the average employment of Journeymen for the previous year and the anticipated business for the forthcoming year.

### **Continuity of Employment**

When an Apprentice is temporarily laid off because of business conditions, the Apprentice shall be reinstated before any additional Apprentices are employed. It is agreed that any Apprentice, who is laid off due to the return from military or from naval service of an Apprentice who has priority rights, shall be given the first opportunity available in any shop to complete the Apprenticeship. An Apprentice, suspended for any reason, when reinstated shall complete the work set up in the training schedule before the work of the next period may be started.

When an Apprentice is laid off due to lack of work the Employer shall give as much advance notice of said layoff as possible to the Director of Apprenticeship.

When an Apprentice is terminated from employment the Apprentice shall immediately notify the Director of Apprenticeship.

### **Expenses Incurred in Administration of Standards**

Expenses incurred by the Apprenticeship Committee in carrying out the provisions of these Apprenticeship Standards shall be paid by the National Automatic Sprinkler Local No. 669, U.A. Educational Fund.

No extraordinary expenses shall be incurred by the Joint Apprenticeship and Training Committee without prior approval of the National Fire Sprinkler Association, Inc., and the Union.

### **Other**

The Business Manager of Local Union No. 669 and the President of the National Fire Sprinkler Association, Inc. shall be members ex-officio of the Joint Apprenticeship and Training Committee.

### **Official Approval**

These Standards have the official approval of the National Fire Sprinkler Association, Inc., Road Sprinkler Fitters Local Union No. 669, U.A. and the Bureau of Apprenticeship and Training.

These Standards may be revised by the parties to the Collective Bargaining Agreement subject to the approval of the Bureau of Apprenticeship and Training. No such modifications or changes shall affect executed Apprenticeship Agreements without the written consent of all parties to the Agreement. A program may be deregistered (1) by a voluntary request of the sponsor for cancellation, or (2) by the Bureau of Apprenticeship and Training, DOL, for reasonable cause. In the latter case, BAT will institute formal deregistration proceedings in accordance with the requirement of Title 29 of the Code of Federal Regulations Part 29.

Upon deregistration of a program the sponsor will inform in writing each Apprentice within fifteen (15) days, in compliance with Title 29 of the Code of Federal Regulations.

For the Union:

Gerald D. Singleton  
Bradley M. Karbowsky  
Terry R. Zahn  
Michael A. Demattia  
George S. Dewees  
David E. Higgins  
Kenneth L. Roberts  
Max D. Jenkins  
John D. Green  
Michael L. Johnson  
John A. Laughlin  
Edward L. Zittle

For the Association:

Richard D. Sullivan  
Cornelius J. Cahill  
Michael J. Wood  
Ted J. Angelo  
Richard J. Boulanger  
J. Phillip Cook  
Claude Chafin  
Alan R. Fox  
Ausmus S. Marburger  
Rex Miller  
Michael A. Rothmier  
Mark D. Tate  
R. Steven Ulmer

## **Letter of Understanding**

This letter puts to writing an understanding reached between the Road Sprinkler Fitters Local Union 669 and the National Fire Sprinkler Association, Inc. during contract negotiations regarding Article 28, the **DRUG AND ALCOHOL ABUSE** Article.

The Parties to the Agreement shall each appoint a representative to a subcommittee to explore a solution to simplifying and facilitating working with various building trades joint drug and alcohol programs and building owners, property manager and other competent authority drug and alcohol programs.

## **Letter of Understanding**

This letter puts to writing an understanding reached between the Road Sprinkler Fitters Local Union 669 and the National Fire Sprinkler Association, Inc. during contract negotiations regarding travel expenses in Article 11 in the State of Alaska.

The Parties to the Agreement shall each appoint a representative to a subcommittee to explore questions surrounding travel and determine any necessary changes to address local area travel needs.

## AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by and between the Road Sprinkler Fitters Local Union 669 (hereinafter called "Union") and \_\_\_\_\_ (hereinafter called "Employer").

\* \* \* \* \*

WHEREAS, the said Employer is desirous of hiring and employing Journeymen Sprinkler Fitters and Apprentices; and

WHEREAS, the Union has competent and skilled Journeymen and Apprentice Sprinkler Fitters;

NOW, THEREFORE, it is mutually agreed as follows:

(1) That the Employer and the Union mutually agree to be bound by the terms and conditions of the Agreement between the National Fire Sprinkler Association, Inc. and the Road Sprinkler Fitters and Apprentices Local Union 669, dated and effective April 1, 2000, and all addendums and supplements thereto, copy of which is attached hereto and made a part hereof, the same as if the Employer and the Union were parties thereto; and the Employer and the Union herewith adopt said Agreement as and for their contract of employment and that all the Journeymen Sprinkler Fitters and their Apprentices hired by the Employer are to be employed according to the terms and conditions of employment contained in said Agreement.

(2) The Employer and Union do further agree to be bound by the Declarations and Trust establishing a Local Union 669 Health and Welfare Fund and separate Education Fund made between the National Automatic Sprinkler Fitters and Apprentices Local Union 669, dated the 2nd day of April, 1953, and separate Pension Fund dated the 1st day of April, 1957, and the Supplemental Pension Fund dated January 25, 1978, and the Employer agrees to be bound thereby and by all amendments made thereto the same as if the Employer and the Union were parties to said Declaration of Trust.

(3) The Employer further agrees to make the necessary financial contributions to the Local Union 669 Health and Welfare Fund and Education Fund and Pension Fund as required by the Collective Bargaining Agreement effective April 1, 2000, and the said Declarations of Trust. The Employer hereby authorizes the parties to name Trustees and successor Trustees to administer the Health and Welfare Trust Fund and Education Trust Fund and Pension Trust Fund, and hereby ratifies and accepts such Trustees and the terms and conditions of the Trust as if fully made by the Employer and the Union together.

FOR THE EMPLOYER:

\_\_\_\_\_  
Name of Firm  
(Principal party please sign on first line,  
print same name on second line.)

By \_\_\_\_\_  
Sign Here

\_\_\_\_\_  
Print Here

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State & Zip

\_\_\_\_\_  
Telephone (include area code)

\_\_\_\_\_  
FAX Number (include area code)

\_\_\_\_\_  
E-Mail Address

Branch Offices

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

FOR THE UNION:

Road Sprinkler Fitters  
Local Union 669, U.A.

By \_\_\_\_\_

Business Manager  
7050 Oakland Mills Road #200  
Columbia, Maryland 21046-1663  
(410) 381-4300  
(301) 621-8045 (FAX number)  
[www.sprinklerfitters669.org](http://www.sprinklerfitters669.org)

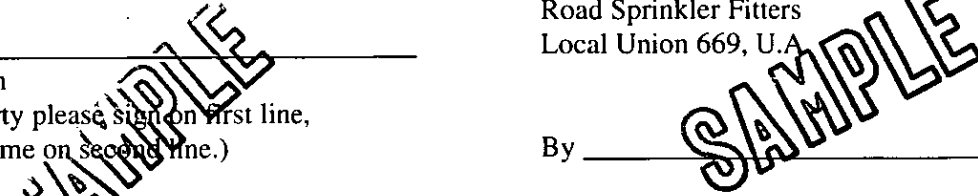
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Telephone (include area code)

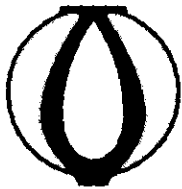
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Telephone (include area code)

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Telephone (include area code)

\_\_\_\_\_  
Telephone (include area code)





**National Fire Sprinkler  
Association, Inc.**

Robin Hill Corporate Park  
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