

# MASTER LABOR AGREEMENT

JUNE 1, 2001 - JUNE 1, 2006



UNITED ASSOCIATION OF  
JOURNEYMEN AND  
APPRENTICES OF THE PLUMBING  
& PIPE FITTING INDUSTRY OF THE  
UNITED STATES AND CANADA  
LOCAL UNION NO. 525  
LAS VEGAS, NEVADA  
AFL-CIO

# MASTER LABOR AGREEMENT

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**MASTER LABOR AGREEMENT MECHANICAL CON-  
TRACTORS ASSOCIATION, INC.  
AND  
UNITED ASSOCIATION OF JOURNEYMEN AND  
APPRENTICES OF THE PLUMBING  
AND PIPE FITTING INDUSTRY OF THE UNITED  
STATES AND CANADA,  
LOCAL UNION NO. 525, LAS VEGAS, NEVADA  
AFL-CIO**

This Agreement is made and entered into by and between Mechanical Contractors Association, Inc. (hereinafter referred to as "Association"), acting for and on behalf of its members and other contractors represented by the Association (such members and contractors hereinafter referred to as "Employers"), and Plumbers and Pipefitters Local Union No. 525 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada (hereinafter referred to as "Union"). It is mutually understood that the public can best be served and progress maintained and furthered in the Plumbing and Pipefitting Industry if we jointly commit each of the parties to strive to:

- (a) Establish and maintain harmonious working relations
- (b) Eliminate work stoppages or delays in the prosecution and completion of all work undertaken by the Employer.
- (c) Provide a productive economic environment in the construction industry for the benefit of the parties of this Agreement, the customer of construction services, and the community as a whole.
- (d) Improve the competitive position of the organized construction industry.

## ARTICLE I

### LENGTH AND PURPOSE OF AGREEMENT

**Section 1.1** This Agreement shall be effective from June 1, 2001 to May 31, 2006 except as otherwise stated in Article XXIII.

**Section 1.2** The purpose of this Agreement is to establish the wages, hours and other conditions of employment, and to establish rules and procedures for the settlement of disputes and differences *between the parties and to secure at all times a sufficiency of skilled journeymen so that the Employer may have sufficient capable employees and the employees may have as much continuous employment as possible, thereby preventing waste and unnecessary expenses, annoyance or delay caused by strikes, lockouts or other labor-management disputes.*

## ARTICLE II

### JURISDICTION

#### Section 2.1 TERRITORIAL JURISDICTION

The jurisdictional area covered by this Agreement is the same territorial jurisdiction allocated to the Union by the United Association which includes Clark County, Lincoln County, Esmeralda County, the southern portion of Nye County, Nevada, and such other areas as the United Association may award to or delete from the Union.

#### Section 2.2 WORK JURISDICTION

**1.** This Agreement covers the rates of pay, hours and working conditions of all employees engaged in the installation of all plumbing and/or pipe fitting systems and component parts thereof, including fabricating, assembling, erecting, installing, testing, balancing, dismantling, repairing, reconditioning, adjusting, altering, servicing and handling, unloading, (except

material suppliers who may unload material and equipment, delivered to the job site by them, to a one drop location on the job site.) distributing, tying on and hoisting of all piping materials, by any method, including all hangers and supports of every description and all other work included in the trade jurisdiction of the United Association.

**EXCEPTIONS:** Refer to United Association Residential Agreement.

**2.** This Agreement also covers the rates of pay, hours and working conditions of employees classified as pre-apprentices. Employees classified as pre-apprentices may perform any task which they can perform in a manner consistent with acceptable quality and safety standards.

(a) Pre-apprentices shall not fabricate or install material and equipment, install hangers and supports, rig, or signal, (except for pre-rigged fly boxes) be involved in testing of piping systems, or do layout work.

(b) Installations requiring a composite crew shall be performed by journeymen or apprentices.

(c) The unloading and setting of kitchen equipment shall be performed by journeymen and apprentices.

**3.** Equipment used on building and construction work in conjunction with the work of the trade, as a time and labor saving device, shall be operated by employees covered by this Agreement.

**4.** The operation of pumps, air compressors and welding machines when used in conjunction with work covered by this Agreement shall be done by employees covered by this Agreement. The testing and balancing of all plumbing and pipefitting systems or component parts thereof shall be done by employees covered by this Agreement.

5. It is understood that the settlement of jurisdictional disputes with other Building Trades organizations shall be adjusted in accordance with the Plan for Settlement of Jurisdictional Disputes in the Construction Industry, as said Plan may be amended by the Building and Construction Trades Department. All parties agree to be bound by this Plan, that grievances or disputes regarding jurisdictional disputes shall be resolved solely through said Plan, and shall not be processed in accordance with Article IX of this Agreement.

6. It is understood that a trade or craft dispute in a United Association local union or between two or more United Association local unions shall be adjusted and decided in accordance with the procedure established in Section 4 of the Constitution of the United Association.

7. There shall be no work stoppage because of jurisdictional disputes.

### **ARTICLE III**

#### **WORK CLASSIFICATIONS**

##### **Section 3.1 INDUSTRIAL WORK**

Industrial Work shall mean work on any project which has, as its principal purpose, the production of a product by combining, separating, or otherwise altering the chemical or physical characteristics of a material, whether solid, liquid or gaseous, for use by a consumer. All work performed on such project shall be classified as Industrial. Industrial Work shall include work performed under the National Mechanical Equipment Service and Maintenance Agreement and the National Pneumatic Control Systems Agreement.

##### **Section 3.2 UA RESIDENTIAL AGREEMENT AND ADDENDUMS**

## ARTICLE IV

### ECONOMIC PACKAGE

#### Section 4.1 JOURNEYMAN

|                                                            | <u>6/1/01</u> | <u>6/1/02</u> | <u>6/1/03</u> | <u>6/1/04</u> | <u>6/1/05</u> |
|------------------------------------------------------------|---------------|---------------|---------------|---------------|---------------|
| Wage per hour,<br>(Including Savings &<br>Organizing Fund) | \$30.01       | \$+1.50       | \$+1.50       | \$+1.50       | \$+1.60       |
| Savings Fund Deduction                                     | [\$3.00]      |               |               |               |               |
| Organizing Fund*                                           | [.20]         |               |               |               |               |
| FRINGE BENEFITS                                            |               |               |               |               |               |
| Pension & Retirement                                       | \$ 5.50       |               |               |               |               |
| National Pension                                           | .30           |               |               |               |               |
| Health & Welfare                                           | 3.86          |               |               |               |               |
| H&W Substance Abuse                                        | .05           |               |               |               |               |
| A/J Training                                               | .85           |               |               |               |               |
| C.A.F.                                                     | .25           |               |               |               |               |
| UA National Training Fund                                  | .05           |               |               |               |               |
| TOTAL FRINGES                                              | \$10.86       |               |               |               |               |
| TOTAL W/F                                                  | \$40.87       | \$42.37       | \$43.87       | \$45.37       | \$46.97       |

\*This \$.20 is a taxable wage and sent by separate check to the Trust Fund Administrator.

(a) The Union may allocate annual package increases to wages and/or existing fringe benefit funds by giving notice to the Association and the Employers thirty (30) days prior to date of annual increase.

(b) Future allocations of unestablished fringe benefits will be decided by the Union and ratified by the J.L.M.B.



(c) It is further agreed that this Master Labor Agreement shall be reopened on June 1, 2004 and again on June 1, 2005 for the singular purpose of reviewing the fringe benefit contribution to the Apprenticeship and Journeyman Training Fund.

### Section 4.2 APPRENTICE

| Wage per hour (Includes Organizing Fund) | Percent of Journeyman |
|------------------------------------------|-----------------------|
| 1st six months                           | 45%                   |
| 2nd six months                           | 50%                   |
| 3rd six months                           | 55%                   |
| 4th six months                           | 60%                   |
| 5th six months                           | 65%                   |
| 6th six months                           | 70%                   |
| 7th six months                           | 75%                   |
| 8th six months                           | 80%                   |
| 9th six months                           | 85%                   |
| 10th six months                          | 90%                   |

Fringe benefit contributions on behalf of apprentices shall be the same hourly rate as for journeymen.

### Section 4.3 PRE-APPRENTICE

|                      | <u>6/1/01</u>  | <u>6/1/02</u> | <u>6/1/03</u> | <u>6/1/04</u> | <u>6/1/05</u> | <u>6/1/06</u> |
|----------------------|----------------|---------------|---------------|---------------|---------------|---------------|
| Wages per hour       | \$ 9.20        | \$9.20        | \$9.20        | \$9.20        | \$9.20        | End           |
| Organizing Fund*     | [.20]          |               |               |               |               |               |
| Pensions             | -0-            |               |               |               |               |               |
| Health & Welfare     | 3.86           |               |               |               |               |               |
| H&W Sub Abuse        | .05            |               |               |               |               |               |
| A/J Training         | .35            |               |               |               |               |               |
| C.A.F.               | 0.25           |               |               |               |               |               |
| <b>TOTAL FRINGES</b> | <b>\$ 4.51</b> |               |               |               |               |               |
| <b>TOTAL W/F</b>     | <b>\$13.71</b> |               |               |               |               |               |

Fringe benefit contributions to Health & Welfare, Apprentice/Journeyman Training and Contract Administration Funds on behalf of pre-apprentices shall be the same hourly rate as for journeymen.

\*This \$.20 is a taxable wage and sent by separate check to the Trust Fund Administrator.

#### **Section 4.4 FOREMAN AND GENERAL FOREMAN**

1. The selection of craft foremen and general foremen shall be entirely the responsibility of the Employer. General foremen, and in the absence of a general foreman, a foreman, shall take orders from individuals designated by the Employer.

2. The foreman wage rate shall be ten percent (10%) above the journeyman wage per hour.

3. The general foreman wage rate shall be twenty percent (20%) above the journeyman wage per hour.

4. Fringe benefit contributions on behalf of foremen and general foremen shall be at the same hourly rate as for journeymen.

#### **Section 4.5 SHOW UP PAY**

1. An employee, after being hired and reporting for work at the regular starting time and for whom no work is available, shall receive pay for two (2) hours at the basic straight time hourly rate of wages, unless he has been notified before leaving his home not to report, and an employee who reports for work, and for whom work is available shall receive not less than four (4) hours pay and, if more than four (4) hours are worked in any one day, he shall receive not less than a full day's pay. Exceptions, however, shall be when strike conditions make it impossible to put such an employee to work, or when stoppage of work is occasioned thereby, or when an employee leaves

work of his own accord. When the conditions set forth in this paragraph occur on an overtime day, or on shift work, the premium rate shall be paid.

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

3. When an Employer considers it necessary to shut down a job to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee, in such cases employees will be compensated only for the actual time worked.

## **Section 4.6 PUBLIC WORKS PROJECTS**

1. In the event an Employer bids public work which is to be performed at predetermined prevailing wage rates established under state or federal law, and said rates are below the wage rates in this Agreement, the predetermined prevailing wage rates shall apply to that project for the duration of that project but not to exceed two (2) years. Maintenance of Health & Welfare fringe benefits will apply with each increase. The

Union shall have access to view a conformed copy of bid as provided to the Southern Nevada Sub- Contractors Bid Depository, Inc.

2. Any Employer that specifically excludes Article XIX (Contract Administration Fund) from this Agreement, shall instead pay an additional \$.25 per hour in contributions to the Las Vegas Joint Apprenticeship and Training Committee (Training Fund), in addition to the \$.85 Training Fund contribution set forth in Article XVIII and forward the total of \$1.10 per man hour contribution to the Joint Apprenticeship Training Fund for each hour worked on prevailing wage projects for the duration of that project.

#### **Section 4.7 HOLIDAYS**

All work performed on the following holidays shall be paid at two (2) times the straight time wages per hour: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. If any of the above holidays fall on a Sunday, the Monday following shall be observed as a holiday. If any of the above holidays fall on a Saturday, the Friday preceding shall be observed as a holiday.

#### **Section 4.8 FRINGE BENEFIT CONTRIBUTIONS**

All fringe benefit contributions shall be paid at the regular rate for all hours worked.

#### **Section 4.9 ZONE PAY, SUBSISTENCE AND TRAVEL PAY**

##### **1. Zone Pay - Public Works**

(a) Employees performing work on Public Works Projects covered by this Agreement shall be entitled to the following wage rates for all hours worked. Zone distances are cal-

culated on an air mile radius from the Clark County Courthouse.

| <u>Zone</u>            | <u>Wage Rate</u>            |
|------------------------|-----------------------------|
| Zone 1 (0-20 miles)    | Base Wage Rate              |
| Zone 2 (20-45 miles)   | \$1.88 Above Base Wage Rate |
| Zone 3 (over 45 miles) | \$3.75 Above Base Wage Rate |

## **2. Subsistence - Private Work Projects**

(a) Employees performing work on Private Work Projects covered by this Agreement shall be entitled to the following daily subsistence. Subsistence distances are calculated on an air mile radius from the Clark County Courthouse.

| <u>Miles</u>  | <u>Amount Per Day</u> |
|---------------|-----------------------|
| 0-20 miles    | Free Zone             |
| 20-45 miles   | \$15.00               |
| over 45 miles | \$30.00               |

(b) On any job in a subsistence area, over 45 miles from the Clark County Courthouse, where six (6) or more journeymen are employed by an Employer, the Employer shall furnish a job shack if no other suitable facilities are available.

(c) When adequate living facilities are not reasonably accessible from a remote Industrial subsistence job, the Joint Labor Management Board shall determine if board and lodging must be provided in lieu of subsistence or any portion thereof.

## **ARTICLE V**

### **RECOGNITION**

**Section 5.1** The Association and signatory Employers recognize the Union as the sole and exclusive collective bargaining

representative for the employees engaged in work covered by this Agreement, and each signatory Employer acknowledges and agrees that a majority of its employees performing covered work has authorized the Union to represent them in collective bargaining.

**Section 5.2** The Union recognizes the Association as the exclusive bargaining agent, for the multiemployer bargaining unit described above, and for individual Employers who have authorized the Association to act as bargaining agent, for all labor relations matters, including but not limited to, administration, modification, renewal and negotiation of a successor agreement as provided in this Agreement.

**Section 5.3** The Union shall not negotiate nor execute a separate Agreement with any Employer which is part of the multi-employer bargaining unit unless that Employer gave written notice to the Association and the Union of its intent to withdraw from the multi-employer bargaining unit at least one-hundred and twenty (120) days prior to the expiration of this Agreement. Such notice, if timely, shall operate to remove that Employer from the multi-employer bargaining unit.

## ARTICLE VI

### UNION RIGHTS

**Section 6.1** Authorized representatives of the Union shall have access to jobs where employees covered by this Agreement are employed, provided they do not unnecessarily interfere with the employees or cause them to neglect their work; and further provided such Union representatives comply with customer rules.

**Section 6.2** A steward shall be a working employee appointed by the Union who shall, in addition to his work as a journeyman, be permitted to perform during working hours such of his duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible,

and the Employers agree to allow stewards a reasonable amount of time for performance of such duties. The Union shall notify the Employer of all such appointments in writing. The Employer shall notify the Union in writing, fax, or email twenty-four (24) hours prior to termination of a steward. A grievance resulting from the termination of a steward shall be heard by the Joint Labor Management Board within five (5) working days of the termination. If the Employer is found to have violated Section 20.1, paragraph (6), the steward shall be awarded back pay and be reinstated. It is recognized that a steward is a desired part of a crew and will only be terminated for just cause or lack of work. If additional men are required to work overtime, the steward will be included, if qualified.

**Section 6.3** Employers working under this Agreement agree not to perform any of the functions covered by this Agreement, either during or after regular working hours without using employees dispatched from the Union, under this contract and in the proper classification. Employees dispatched under this Agreement will work under the terms and conditions of this Agreement. Employers may do any work of the trade at any time.

## ARTICLE VII

### MANAGEMENT RIGHTS

**Section 7.1** It is the intent of all parties to this Agreement that the employees will furnish a full fair day's work for a day's pay. There shall be no discrimination against anyone, by either party, for reasons of color, race, religion, national origin, sex, age, or disability. Any reference to the male gender in this Agreement shall be deemed to include the female gender.

**Section 7.2** Subject to the limitations set forth in this Agreement, the Employer has the right, in its sole discretion, to manage its business, determine the size and composition of the workforce, the selection of supervision, including foremen, the

content and duration of the workday, starting and quitting time, the equipment, methods and facilities to be used, including changes or improvements in such equipment, methods or facilities.

**Section 7.3** There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trade and shall work under the supervision of the craft foremen. There shall be no restriction on efficient use of manpower other than as may be required by safety regulations.

**Section 7.4** Employees working under this Agreement agree not to perform any of the functions covered by this Agreement, either during or after regular working hours, for any person other than the Employer. Failure by an employee to comply with this requirement shall be just cause for discharge.

**Section 7.5** Slowdowns, standby crews and featherbedding practices will not be tolerated and will constitute just cause for discharge.

**Section 7.6** Employees working under this Agreement shall not perform or direct other employees to perform work that is beyond the scope of this Agreement.

**Section 7.7** Employers covered by this Agreement shall provide safe and healthful working conditions in compliance with regulations established under the Nevada Occupational Safety and Health Act.

## ARTICLE VIII

### NO STRIKE, NO LOCKOUT

**Section 8.1** During the term of this Agreement and any extension thereof, including but not limited to that period of time during which issues unresolved in negotiations for a successor



agreement are pending before the Industrial Relations Council, there shall be no strikes, lockouts, work stoppages, slow downs, sick outs, withholding of labor or other interference with the daily working relationship between the Employer and the Union. However, in cases where an Employer fails to pay wages or fringes provided by this Agreement and such failure to pay is not the subject of a pending grievance or arbitration filed by either the Employer or the Union, the Union may take economic action against such Employer.

**Section 8.2** It is understood that employees covered by this Agreement shall have the right to refuse to cross any picket line sanctioned in writing by the Southern Nevada Building and Construction Trades Council, and the refusal of employees covered by this Agreement to cross such a picket line on any job or construction project shall not be considered a breach of this Agreement or strike or concerted refusal to perform work. unauthorized picket lines shall not be recognized. The Union agrees to provide an information card to all employees outlining the operation of a legal two-gate system.

**Section 8.3** There shall be no illegal strikes, work stoppages or lockouts.

## ARTICLE IX

### GRIEVANCE AND ARBITRATION PROCEDURE

**Section 9.1** Any dispute (excluding jurisdictional disputes) arising during the term of this Agreement as to the rights and obligations of the Union, employees or Employers, must be called to the attention of a representative of the Union or the Employer, in writing, (the "grievance") within 10 working days from the date the act or omission giving rise to the dispute occurred.

**Section 9.2** Immediately upon receipt of a grievance as referred to in Section 9.1, every effort possible shall be made to resolve

the dispute. Should the dispute remain unresolved five (5) working days after receipt of the grievance, the dispute shall be referred to the Joint Labor Management Board composed of three (3) representatives of the Union and three (3) representatives of the Association. Said Committee shall meet within two (2) working days following receipt of written notice to the Union and to the Association from either of the parties to the dispute. The Joint Labor Management Board reserves the right to make the final decision in any dispute and final interpretation of any of the provisions of this Agreement.

### **Section 9.3**

1. In the event a grievance is not satisfactorily settled by the Joint Labor Management Board within five (5) working days after the Joint Labor Management Board considered the grievance, the Union, the Employer or Employers involved in the dispute, or the Association, if the Association is or elects to be a party to the dispute, may elect to submit the grievance to impartial arbitration by notifying all interested parties in writing to that effect. The Union and the Association or the affected Employer, as the case may be, may mutually agree to select a disinterested person to act as an impartial arbitrator. In the event agreement is not reached within five (5) working days after the parties have received written notice that one or more of them have elected to submit the dispute to binding arbitration, an impartial arbitrator shall be selected from a list furnished by the United States Federal Mediation and Conciliation Service (FMCS), by having the parties alternatively strike names from such list. Within five (5) working days after receipt of the list from FMCS, the person whose name remains shall be the impartial arbitrator.

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

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

**Section 9.4** The time limit provided for by Section 9.1 of this Article is of the essence, and if not waived or extended by agreement in writing between the Union and the Association, shall operate to deny the grievance and the dispute will be deemed finally resolved against the grievant or grievants.

## ARTICLE X

### REFERRAL AND HIRING PROCEDURE

#### Section 10.1 EXCLUSIVE HIRING

1. Employers shall hire journeymen, apprentices and pre-apprentices by calling the Union. Whenever an Employer requires employees on any job, he shall notify the Union, either in writing or by telephone, stating the location, starting time, approximate duration of the job, the type of work to be performed, and number of employees required.

2. The Union agrees to furnish to the Employer, at all times, qualified journeymen, apprentices and pre-apprentices in a sufficient number, as determined by the Employer, necessary to properly execute the work contracted by the Employer in the manner and under the terms specified in this Agreement.

3. If, upon request, the Union is unable within forty-eight (48) hours to supply employees, including journeymen with special skills, or certifications the Employer may secure employees from any other source. The time requirement of this Section does not apply in the event of a strike, or if List 1 and/or list 2 is depleted and employees from other U.A. jurisdictions are

being employed. In this case the Union shall have seventy-two (72) hours to supply employees from List 3.

4. An Employer who is currently in default on wages or fringe benefits shall not be entitled to secure employees under the procedures of (3) above.

## **Section 10.2 REFERRAL**

1. Upon an Employer's request for employees, the Union shall immediately refer qualified, and competent journeymen to that Employer in sufficient number required by the Employer in the manner and under the conditions specified in this Agreement. Journeymen shall be referred from the appropriate list in the following order of referral:

(a) Journeymen shall be referred from List 1 in successive order as their names appear on the out-of-work list, and, when List 1 has been exhausted, journeymen shall be referred from List 2 in successive order as their names appear on the out-of-work list and when List 2 is exhausted, journeymen shall be referred from List 3 in the same order.

(b) When journeymen listed on List 3 have met the requirements, they shall be automatically transferred to List 2. When journeymen listed on List 2 have met the requirements, they shall be automatically transferred to List 1.

2. The above referral procedure shall be followed except that:

(a) Employers may request every other journeyman by name from List 1, without regard to the requested journeyman's place on the out-of-work list. Reductions in force within thirty (30) days of referral must apply equally to the journeymen requested by name.

**(b)** Requests by Employers for particular journeymen off of List 1, previously employed in this area by the Employer, who have been laid off or terminated (by the Employer making the request) within six (6) months previous to the request, shall be honored without regard to the requested employee's place on the out-of-work list. Referrals made under this paragraph count as part of the "request-by-name" in paragraph (2)(a).

**(c)** Beginning June 1, 2002, bona fide requests by Employers for journeymen with certifications, special skills and abilities shall be honored. The dispatchers shall dispatch persons possessing such certifications, skills and abilities in the order in which their names appear on List 1. Journeymen shall work in the class of work requested using the certification called for. Journeymen called for by certification shall be considered a 50-50 name call.

**(d)** Employees receiving termination slips from an Employer marked "not eligible for rehire" shall not be referred to that Employer for a period of six (6) months, by the Hiring Hall without a request from the Employer. If a journeyman dispatched from List 2 or List 3 receives two (2) not eligible for rehire terminations, that journeyman will not be eligible for dispatch from Local 525.

**3.** In the referral of applicants, the Employer shall be the sole judge of the number of employees required.

**4.** The Employer shall retain the right to reject any applicant referred by the Union.

**5.** Applicants referred for employment shall report to the Employer's office unless directed to report elsewhere.

**6.** Journeymen with special skills shall perform any work coming within the coverage of this Agreement.

7. The current out-of-work list shall be posted at the Union Hall. The out-of-work list shall contain relevant information of special skills and certifications for each employee listed. A copy of List 1 out-of-work list shall be provided to the Association upon request.

### **Section 10.3 NON-DISCRIMINATORY REFERRAL**

1. The selection of applicants for referral to jobs shall be on a non-discriminatory basis and in accordance with the President's Executive Order 11246, as amended, and Title VII of the Civil Rights Act of 1964, and all amendments thereto, and shall not be based on or in any way affected by, union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of union membership, policy or requirement.

2. The Union acknowledges that the administration and conduct of the Hiring Hall are matters within its exclusive control and the Employers do not share responsibility or liability in respect thereto.

### **Section 10.4 APPRENTICES AND PRE-APPRENTICES**

#### **1. APPRENTICES**

Selection and employment of the required number of apprentices and the administration of the local apprenticeship system shall be governed by the terms and procedures established by the Joint Apprenticeship and Training Committee.

#### **2. PRE-APPRENTICES**

The Union shall maintain a registration list for pre-apprentices. Employers may request pre-apprentices by name without regard to the pre-apprentice's place on the registration list. If the Union is unable to furnish pre-apprentices, the Employer may secure

pre-apprentices from any other source. Pre-apprentices must register at the Hiring Hall and be dispatched.

**3.** Subject to availability, apprentices and/or pre-apprentices shall be assigned to:

**(a) Industrial Work**

(i) Apprentices on a basis of one (1) apprentice for five (5) journeymen.

(ii) Pre-apprentices on a basis of one (1) pre-apprentice for five (5) journeymen.

**(b) Master Labor Agreement Work**

(i) Apprentices or pre-apprentices on a basis of one (1) apprentice or pre-apprentice to two (2) journeymen.

(ii) In order to establish the apprentice and pre-apprentice-to-journeyman ratio intended in this Agreement, the following hiring sequence shall be observed:

Master Labor Agreement Work - journeyman, journeyman, apprentice; journeyman, journeyman, pre-apprentice or apprentice; journeyman, journeyman, apprentice; journeyman, journeyman, pre-apprentice or apprentice, etc.

(c) Remodel or Renovation Work on guest rooms in occupied hotels, motels, and apartment buildings, apprentices may be employed at a ratio of one (1) apprentice for one (1) journeyman.

**4.** The ratios of apprentices and pre-apprentices to journeymen shall be maintained on a jobsite basis to the end that no jobsite shall have a higher ratio of apprentices and/or pre-apprentices to journeymen than that intended by the provisions of this Agreement; provided, however, that pre-apprentices and/or apprentices may perform deliveries to the jobsite, including to

the floor level on which the material is to be used, and may perform clean-up work on the jobsite even though their temporary presence, in either case, would exceed the jobsite ratio, so long as the ratios designated in this Agreement are not exceeded shop-wide.

5. Apprentices shall be under the direct supervision of a specific journeyman on the jobsite in the same class of work.

6. Pre-apprentices shall work under the supervision of a journeyman on the jobsite.

## **ARTICLE XI**

### **HOURS OF WORK, OVERTIME AND SHIFT WORK**

#### **Section 11.1 STARTING WORK**

1. Five (5) consecutive days shall constitute a week's work, Monday through Friday, eight (8) hours per day, between 6:00 a.m. and 4:30 p.m., except for the months of May 15 through September 15 in which 5:00 a.m. may be the starting time with a scheduled meal period of one-half ( $\frac{1}{2}$ ) hour without pay.

2. There shall be one starting time per shift, per jobsite, per Employer. EXCEPTION: Starting times may be adjusted one-half ( $\frac{1}{2}$ ) hour by mutual consent of the Employer and Union, due to parking conditions.

3. Pre-apprentices may have a starting time commencing one (1) hour before or after established starting time.

4. After an employee has worked twelve (12) hours, a meal period of one-half ( $\frac{1}{2}$ ) hour shall be allowed on the Employer's time, at the overtime rate, and every four (4) hours thereafter of overtime worked.



5. For remodel or renovation work on guest rooms in occupied hotels, motels, and apartment buildings, a work week of four (4) consecutive ten (10) hour days, Monday thru Thursday, at the straight time rate of pay, with no rotating shifts, may be implemented by the contractor.

(a) The Employer may choose a starting time between 6:00 a.m. to 9:00 a.m., or 5:00 a.m. to 9:00 a.m. for the summer schedule from May 15 to September 15.

(b) Overtime after 10 hours per day shall be paid at the double time rate of pay.

(c) Hours worked after 40 hours in one week and up to 8 hours per day on Friday and Saturday shall be paid at one and one half (1 1/2) the regular rate of pay.

(d) Hours worked after 8 hours on Fridays and Saturdays, and all hours worked on Sundays and Holidays, shall be paid at the double-time rate of pay.

## **Section 11.2 OVERTIME**

1. It is agreed that overtime is undesirable and not in the best interest of the industry or the craftsmen. Therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances demand overtime, such overtime will be kept at a minimum.

2. Overtime worked on a regular work day, Monday through Friday, will be paid at a rate of one and one-half (1 1/2) times the straight time rate for the first two hours worked before or after the regular eight (8) hour shift, and at two (2) times the straight time rate for all hours in excess of ten (10) hours. The first ten (10) hours worked on a Saturday will be paid at a rate of one and one-half (1 1/2) times the straight time rate and all hours in excess of ten (10), and Sundays and holidays will be paid at two (2) times the straight time rate.

**3.** A work week of four (4) consecutive ten (10) hour days, at straight time Monday thru Thursday with no rotating shifts, may be implemented by mutual agreement by the contractor and Business Manager on a job by job basis. Overtime after ten (10) hours per day or forty (40) hours in the four day week shall be paid at the double-time rate of pay. Where it becomes necessary to work Friday and/or Saturday, it will be paid at time and one-half for the first eight (8) hours of work. Hours worked after eight (8) hours on Friday and Saturday, and all hours worked on Sunday and holidays shall be double-time.

**4.** An eight (8) hour break between shifts shall be observed and at no time will premium time be paid on premium time.

### **Section 11.3 SHIFT WORK**

**1.** Shift work is permitted when the shifts are of five (5) or more days duration. The Employer shall determine the number of employees to be assigned to each of the shifts established.

(a) The first shift shall work a regular eight (8) hour day between the hours of 6:00 a.m. and 4:30 p.m., except as noted in Section 11.1 (May 15 thru September 15).

(b) The second shift shall work a minimum of eight (8) hours, not including a one-half ( $\frac{1}{2}$ ) hour lunch period on the employee's own time, and shall receive an additional two dollars (\$2.00) per hour.

(c) The third shift shall work a minimum of eight (8) hours, not including a one-half ( $\frac{1}{2}$ ) hour lunch period on the employees own time, and shall receive an additional four dollars (\$4.00) per hour.

(d) A second work shift extending past midnight shall be paid at the third shift rate for the entire second shift.

## ARTICLE XII

### PAYDAY, ACCOUNTABILITY AND TERMINATION

**Section 12.1** Each Employer shall pay his employees by quitting time each Friday or the day before a holiday if the holiday interferes with the normal payday. Not more than five (5) days wages may be withheld in any payroll week. When employees are laid off or discharged, they shall be paid in full at the time of termination of employment. If any employee quits, he will be paid in full at the end of the next regular pay period. Any employee required to wait for his pay after it is due, through any fault of the Employer or his representatives, shall be compensated at the double time rate during the waiting period not to exceed eight (8) hours in every twenty-four (24) hours.

**Section 12.2** Each employee that receives a paycheck on time, in accordance with Section 12.1, but has the check returned for non-sufficient funds (N.S.F.) due to bank error, shall be reimbursed for any and all bank charges. The Employer agrees to promptly reimburse the employee for any and all documented bank charges assessed against the employee's checking account through any fault of the bank error. Any disputed claims will immediately be brought before the Joint Labor Management Board.

**Section 12.3** Each employee shall be given a separate check stub or prepared slip showing the information required by law.

**Section 12.4** All payroll checks shall be written on a Southern Nevada bank. Automatic deposit will be allowed if agreeable between the Employee and the Employer. The Employers will furnish a receipt noting the amount and date of the deposit.

**Section 12.5** Employees may only be terminated for just cause. Upon termination, the Employer will make out a notice of termination slip setting forth the reason for termination, giving one copy to the employee, one copy to the Union, one copy to the Association and one copy for the Employer's file.

## **ARTICLE XIII**

### **SUPERVISION**

**Section 13.1** The selection of craft foremen and general foremen shall be the responsibility of the Employer.

**Section 13.2** On any job where there are three (3) or more journeymen there shall be a foreman, selected by the Employer.

A foreman may not work more than ten (10) journeymen and shall be entitled to perform any duties normally assigned to a journeyman.

When a job requires more than two (2) crews of ten (10) journeymen each, there shall be a designated general foreman, selected by the Employer, and shall receive general foreman's rate of pay. A general foreman shall not be general foreman on one job and a foreman on another job at the same time.

**Section 13.3** The normal chain of command is as follows: Superintendent to general foreman, general foreman to foreman, foreman to journeyman and journeyman to apprentice. Foreman or journeyman may direct pre-apprentices. No journeyman shall be required to take orders from more than one foreman. Shop owners may give orders directly to any employee.

## ARTICLE XIV

### JOINTLY ADMINISTERED FRINGE BENEFIT FUNDS

**Section 14.1** The Association and the Union and all other Employers covered by this Agreement agree to be bound by all of the terms of the trust agreements creating the Health and Welfare Fund, the Pension and Retirement Plan, the Joint Apprenticeship Committee and any other jointly administered fringe benefit funds established pursuant to Section 302 of the Labor-Management Relations Act of 1947, as amended, and by all of the actions and rules of the Trustees administering such funds in accordance with the trust agreements and regulations of the Trustees, provided that such trust agreements, actions, regulations and rules shall not be inconsistent with this Agreement. Each Employer covered by this Agreement hereby accepts as Trustees the Trustees appointed under and in accordance with such trust agreements. The Employers and the Union hereby ratify all actions already taken or to be taken by such Trustees within the scope of their authority.

**Section 14.2** All contributions are due and payable on the 1st day of each month, for hours worked through the last payroll period in the prior month, and become delinquent if not post-marked on or before the 20<sup>th</sup> day of the month and deposited in the "Lock Box" account at the custodial bank, or such other banking institution as may be determined by the Joint Labor Management Board.

In addition to any other remedies to which the parties may be entitled, a delinquent Employer shall pay liquidated damages in the amount of ten percent (10%) of the contribution.

Further, if it is determined that an Employer has been delinquent more than once in any twelve (12) month period, the Employer shall be required to pay fringe benefit contributions by the 10th day of the month for the following twelve (12) months.

When it becomes necessary to bring suit to collect delinquent contributions, the parties agree that the court costs and expenses of such suits, plus attorney fees, shall also be recovered from the delinquent Employer.

**Section 14.3** With the exception of the National Pension Fund, monthly contributions to the jointly administered fringe benefit funds, the Savings Funds, the Organizing Fund and the Contract Administration Funds shall be consolidated on one report form and paid by one check, postmarked on or before the 20<sup>th</sup> day of each month following the month for which payment is being made, and deposited into the "Lock Box" account. The bank will promptly remit by cashier's check to each individual fund. The National Pension Fund contributions shall be sent by separate check and reach the fund office in Maryland by the 20<sup>th</sup> day of each month. All fringe benefit contribution checks shall be written on a Southern Nevada Bank.

Reporting forms shall be furnished by the Health and Welfare Fund.

**Section 14.4** The Trustees of each fund are empowered to enforce payment of contributions. In the event payment is not made within fifteen (15) days following the 20<sup>th</sup> day of the month, the Union shall be authorized to remove the employees from the job or shop of any such Employer notwithstanding the provisions of Article VIII, Section 8.1 of this Agreement. Employer rights under Section 10.1 (3) are revoked when an Employer is delinquent in payment of contributions.

**Section 14.5** Upon signing this Agreement, each Employer employing men from the Union shall furnish the Union a surety bond in the designated amount.

| LU 525 Members | Bond Requirement |
|----------------|------------------|
| 1 - 5          | \$4,000.00       |
| 6 or more      | \$20,00.00       |

All surety bonds shall have a January 1 anniversary date.

It is agreed that habitual delinquents shall be required to secure additional bonding in accordance with the decisions of the Joint Labor Management Board.

Copies of the surety bond shall be furnished to the Union and the Association. The Union and the Association shall be notified of cancellation or reinstatement by the surety.

## ARTICLE XV

### SAVINGS FUNDS

**Section 15.1** Each Employer shall deduct from the wages of each employee covered by this Agreement, the sum of \$3.00 per hour for each hour worked, excepting therefrom all first and second year apprentices and all pre-apprentices, and pay said amount to the employee, by paying to an account maintained in his name at a banking institution designated by the Employee. This amount is not in excess of, but is a part of, the wage scale and shall be paid along with other contributions, to the "Lock Box" account.

**Section 15.2** The accounts held in each employee's name by the designated banking institution shall be subject to such rules and regulations as the bank has adopted or may adopt pursuant to its charter.

**Section 15.3** The Employer's sole responsibility under this section shall be to pay the amounts described in Section 15.1.

**Section 15.4** The Union shall pay for all administrative expenses incurred in the operation of the Savings Fund.

## **ARTICLE XVI**

### **HEALTH AND WELFARE FUND**

**Section 16.1** Each Employer covered by this Agreement shall pay to the Local 525 Health and Welfare Fund the sum of \$3.86 (\$.50 of the \$3.86 will be directed to the self-pay portion of the health and welfare), plus \$0.05 for substance abuse testing, per hour for each hour worked by and for all employees covered by this Agreement.

## **ARTICLE XVII**

### **PENSION FUNDS**

**Section 17.1** Each Employer covered by this Agreement shall pay to the Local 525 Pension and Retirement Plan the sum of \$5.50 per hour for each hour worked by and for all employees covered by this Agreement, except pre-apprentices.

**Section 17.2** Each Employer covered by this Agreement shall pay to the National Pension Fund the sum of \$0.30 per hour for each hour worked in accordance with the Revised Standard Form of Participation Agreement attached to and made part of this Agreement by and for all employees covered by this Agreement, except pre- apprentices.

## **ARTICLE XVIII**

### **APPRENTICE/JOURNEYMAN TRAINING FUND**

**Section 18.1** Each Employer covered by this Agreement shall pay to the Las Vegas Joint Apprenticeship and Training Committee the sum of \$0.85 per hour for each hour worked by and for all employees covered by this Agreement.



Payments received by this fund shall be used for the purpose of conducting training programs for apprentices and journeymen and for the hiring and employment of personnel to conduct such programs.

## ARTICLE XIX

### CONTRACT ADMINISTRATION FUNDS

**Section 19.1** Employers bound to this Agreement by reason of written authorizations given to the Association, or by becoming signatory thereto on an individual basis, acknowledge that services of great value are performed by the Association in the negotiation and administration of this Agreement, and in maintaining an open line of communications with the Union, all levels of governmental authority, and the industry in general.

**Section 19.2** Each Employer bound to this Agreement, whether through representation by the Association or individually, shall pay Contract Administration Funds in the amount of \$0.25 per hour for each hour worked by all employees covered by this Agreement.

**Section 19.3** Contract Administration Funds shall be administered solely at the discretion and direction of the Board of Directors of the Association, or by agents duly authorized by said Board.

**Section 19.4** Any dispute regarding an Employer's obligation to make the payments provided for by this Article, shall be resolved by arbitration and in no other manner.

**Section 19.5** In the event an independent Employer specifically excludes the provisions of Article XIX from the Employer's Agreement, the Employer shall pay for each man-hour worked including hours worked on prevailing wage projects, an additional contribution to the Las Vegas Joint Apprenticeship and Training Committee ("training fund") in the same amount that

would otherwise be paid to the Contract Administration Fund. Upon demand of any Employer, who objects to the payments specified in Section 19.2, the Union shall bargain individually with the Employer concerning the Union's request that the Employer include Section 19.5. However, the additional training fund contribution due from Employers who have excluded the provisions of Article XIX is not subject to such individual bargaining.

**Section 19.6** The Association shall pay for all administrative expenses incurred in the operation of the Contract Administration Fund.

## ARTICLE XX

### WORK RULES AND MISCELLANEOUS PROVISIONS

**Section 20.1** The following working rules are applicable to all work covered by this Agreement:

1. Hand tools shall be furnished by the employee. Replacement tools purchased by journeymen shall be American made. The Employer shall furnish a secure lock-up area. Tools lost as a result of fire, flood, or a theft involving forcible entry, shall be replaced by the Employer. See Appendix "B" - TOOL LIST.

2. Apprentices working under the jurisdiction of the M.L.A. will be eligible for one set of American made hand tools, upon indenture to the Apprenticeship program. The Contract Administration Fund will provide the first set of tools to the apprentice at first dispatch, as itemized in Appendix "B" of the Agreement.

3. Workmen shall be at their place of work at the starting time and shall remain at their place of work performing their assigned functions under the supervision of the Employer until the quitting time. The parties reaffirm the policy of a fair day's

work for a fair day's wages. Workmen shall be allowed sufficient time to properly secure tools.

4. Practices not a part of the terms and conditions of the collective bargaining agreement will not be recognized. Piece work shall not be permitted.

5. Iced potable drinking water and drinking cups shall be furnished the employees as soon as practical, upon the start of each shift.

6. In the event an employee is injured on the job and is required to leave the job for medical attention, employee shall be transported by the Employer to a medical facility and paid for time lost on the day of injury. After treatment, the employee shall return to the job site, if able to return to work, otherwise returned to his local residence. Employees sustaining lost time injuries may be released to full duty by a Medical Doctor or may return to work in a transitional duty classification, while still under a doctor's care, at sixty-six and two-thirds percent (66 2/3%) of the regular wage rate, provided the employee performs no covered work.

7. The Union shall not dispatch employees until the Employer has furnished to the Union and to the Association the following information:

(1) Firm name, address, name of owners and whether an individual partnership or corporation.

(2) Nevada Employment Security Account Number.

(3) Nevada State Contractor's License Number.

(4) Master Plumber's name and License Number.

(5) Federal Employer Identification Number.

(6) Name of liability insurance carrier and copy of certificate of insurance.

(7) Evidence of Workers' Compensation Self Insurance or Nevada or a insurance carrier licensed in the State of Nevada.

(8) Copy of Union surety bond.

(9) Copy of signed Labor Agreement or evidence of Association membership.

Forms for reporting items (1) through (9) will be provided by the Joint Labor Management Board.

Upon change of ownership, or any other changes in items (1) through (9), notification must be made immediately.

**8.** Licensed contractors and licensed master plumbers are not eligible for dispatch as such.

**9.** Parking. When a job is located in a congested area and area conditions indicate a problem may exist, parking arrangements will be settled for that job between the Employer and the Union prior to the commencement of work. Taken into consideration in those discussions will be on-street parking or Employer furnished parking, within a reasonable distance of the jobsite, and, if necessary, commercial parking in the vicinity. Car-pooling will be encouraged.

**Section 20.2** All employees at the time of referral must have in their possession a completed FORM I-9, or two (2) types of approved identification required by the U.S. Immigration & Naturalization Service.

**Section 20.3** A Substance Abuse Policy is incorporated herein as Appendix "A".

**Section 20.4** Journeyman Training. As the training program develops, journeymen will be encouraged to take a minimum of ten (10) hours of classes each year to keep themselves upgraded to-industry needs.

## ARTICLE XXI

### FABRICATION

**Section 21.1** The parties agree that this Article is a material and substantial part of this Agreement, establishing terms of employment, and that the breach of any provision of this Article constitutes a substantial breach of this Agreement. The parties agree that, upon a breach of this Article, either party may, at its option, seek enforcement by judicial determination or by other judicial relief that it deems appropriate or it may submit the violation of this Article to arbitration in accordance with Article IX.

**Section 21.2** All pipe may, at the option of the Employer, be *fabricated on the job or in a shop by employees who are receiving the Building Trades rate of pay set forth in this Agreement and working under conditions set forth in this Agreement.*

**Section 21.3** This Article does not include pre-piped manufactured items or catalog items.

## ARTICLE XXII

### SUBCONTRACTING

**Section 22.1** The parties recognize that maintenance of highly skilled journeymen depends upon regular employment and viable health and welfare funds. Therefore, in order to preserve the work within the Union's territorial and functional jurisdiction and thereby provide regular employment for the employees working under this Agreement, it is agreed that the Employer

will not subcontract or sublet any work covered in Article III to be performed at the site of the construction, repair or alteration, unless the Employer to whom the work is subcontracted or sublet is signatory to this Agreement.

## ARTICLE XXIII

### DURATION, TERMINATION AND RENEWAL OF AGREEMENT

**Section 23.1** This Agreement, which is in force and effect until May 31, 2006 shall automatically renew itself for an additional period of one (1) year from the termination date hereof and from year to year thereafter unless either party serves written notice upon the other at least one hundred and twenty (120) days prior to its expiration date, or prior to the end of each yearly renewal thereafter, requesting that it be amended or terminated.

This Agreement may be opened at any time by mutual consent of the parties.

**Section 23.2** If timely written notice has been served by either party in accordance with Section 23.1, the parties agree that negotiations for a successor Agreement shall commence no later than ninety (90) days prior to the termination date of this Agreement.

In the event a successor Agreement is not reached on or before thirty (30) days prior to the termination date of this Agreement, the parties agree to immediately submit the unresolved issues to the Industrial Relations Council for the Plumbing and Pipe Fitting Industry, or any successor organization serving the same function, for a final and binding decision in accordance with the established policies and procedures of the Industrial Relations Council then in effect.

The parties agree that all terms and conditions of this Agreement shall continue in full force and effect pending final decision by the Industrial Relations Council.

**Section 23.3** The Union agrees that should it enter into any agreement with any Employer, for work covered by this Agreement, containing terms and conditions, including wages or hours more favorable or advantageous to such Employer than those provided herein, the Employer may, at his option, elect to substitute any or all of such more favorable conditions for those provided herein. If the more favorable terms granted to another Employer are limited to a particular job site and that job site only, then all Employers signatory hereto bidding work for that job site will have the option to elect to substitute any or all of such more favorable conditions for that job site and that job site only. If the Union gives more favorable terms to any Employer limited to a particular job site, then it shall notify the Association within twenty-four (24) hours in advance in order that other bidders may have the benefit of that information in the preparation of their bids.

## ARTICLE XXIV

### SAVINGS CLAUSE

**Section 24.1** Should any provision of this Agreement be held invalid by any court of competent jurisdiction, or any board having jurisdiction, such invalid provision shall be deemed separable from all other provisions of said Agreement, and any and all other provisions other than those held invalid shall be in full force and effect.

The Union and the Employers agree that if anything is held invalid as provided above, both parties shall immediately open this Agreement for amendments and/or revisions.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by its proper officers.

LOCAL UNION NO. 525 OF THE UNITED  
ASSOCIATION OF JOURNEYMEN AND  
APPRENTICES OF THE PLUMBING AND  
PIPE FITTING INDUSTRY OF THE  
UNITED STATES AND CANADA

MECHANICAL CONTRACTORS  
ASSOCIATION, INC.

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Bill Anderson                      Date  
Business Manager

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Thomas Lamb                      Date  
President



## **APPENDIX "A"**

### **SUBSTANCE ABUSE POLICY**

The Union and the Association recognize that it is in the best interests of our members/employees to maintain a drug-free work place environment. It is also recognized that the rights of our members/employees must be protected as part of our efforts to achieve drug-free work places. With these goals in mind, the parties agree to the policy contained herein.

#### **PURPOSE**

- 1.1** To establish and maintain a safe, healthy and productive working environment for employees.
- 1.2** To assist both the Employers and employees to ensure public safety.
- 1.3** To ensure the reputation of the Employers and its employees as responsible citizens worthy of the licenses entrusted to them.
- 1.4** To reduce the occurrence of job-related injuries to employees and/or accidental injury to people or property.
- 1.5** To reduce absenteeism and tardiness and to improve productivity.

#### **STATEMENT OF POLICY**

**2.1** To ensure a safe and productive work environment while on working time or while on Employer's property or in Employer's vehicles, employees are prohibited from:

(a) Unlawfully manufacturing, distributing, dispensing, possessing controlled substances or misusing or abusing prescribed or over-the-counter drugs.

(b) Having present in their bodies during working hours detectable levels of illegal drugs.

(c) Violating any federal or state law relating to drugs.

The exceptions to this policy are the authorized possession, use or transportation of drugs by employees as a part of their job duties or use of prescription drugs or medication as prescribed by a physician and used according to prescription instructions, as per Section 12.1 of this Agreement.

## **ADMINISTRATION**

**3.1** The Substance Abuse Policy will be administered by the Board of Trustees of the Health and Welfare Fund.

**3.2** The Board of Trustees will maintain an Employee Assistance Program and issue Clean Cards to employees testing negative.

**3.3** Costs of annual screening and issuance of Clean Cards will be paid by the Employers through an additional contribution of five cents (.05) per hour to the Health and Welfare Fund. Separate accounting will be maintained. If additional funding becomes necessary, the Employers will increase the contribution rate during the term of the Labor Agreement. All other test costs, including employee's time, will be paid by the Employer ordering the test. The Employee will be allowed one hour of paid time off to take the annual substance abuse test at the end of the shift or day.

## **EMPLOYEE RESPONSIBILITIES**

**4.1** As a condition of continued employment, each employee must:

(a) Abide by this Substance Abuse Policy.

(b) Notify the Employer of any criminal drug statute conviction for a violation of federal and state law relating to drug abuse or possession while on or using Employer property no later than five (5) days after such conviction.

(c) If having been required to submit to testing as determined under reasonable suspicion, shall agree to accept, at the Employer's discretion, transportation to a location where the test will be conducted and, subsequently, to their residence.

## **VOLUNTARY NOTIFICATION**

**5.1** If an employee voluntarily notifies his/her supervisor or management that he/she may have a substance abuse problem, an appointment will be scheduled with a counseling facility on either an inpatient or an outpatient basis. After problems caused by substance abuse are recognized, professional assistance is usually necessary. If an employee follows a treatment plan approved by an authorized facility and the facility reports regularly to the Employer, the employee will not be terminated. Employees will be responsible for the cost of treatment above that available from any benefit plans. If an employee does not follow the treatment plan, he/she will be discharged and will not be considered for re-employment for a period of one-hundred and twenty (120) days.

**5.2** If an employee is tested at any future date (annual screening, post-accident and reasonable suspicion testing) and positive test results confirm substance abuse, paragraph 6.2 will apply.

## **DISCIPLINARY ACTION**

**6.1** Any employee who violates this Substance Abuse Policy or who is convicted as set forth above in paragraph 4.1 shall be subject to discipline up to and including termination. This provision does not limit or modify the Employer's right to disci-

pline employees for any other reasons or pursuant to any other rule, regulation or practice of the Employer.

**6.2 Failure to Notify:** *If an employee does not come forward voluntarily and, when tested, (annual screening, post-accident and reasonable suspicion testing) shows positive test results for substance abuse, the following procedure will be implemented:*

**(a) First Offense:** The employee will be suspended for twenty- one (21) days without pay and must agree to treatment through a Health and Welfare Trust-approved treatment facility. An appointment with the facility must be scheduled by the employee within twenty-four (24) hours. The employee will be responsible for the cost of treatment above that available from any benefit plans. Should the facility report to the Employer that the employee has not followed the approved treatment plan, he/she will be immediately discharged and will not be considered for re-employment until treatment is completed. If there is work available following completion of suspension, the employee, before returning to work, must sign a consent form authorizing random testing for a period of one (1) year.

**(b) Second Offense:** If an employee, when tested, (annual screening, post-accident, reasonable suspicion or unannounced testing) shows positive test results for substance abuse for a second time, the employee will be suspended for one-hundred and twenty (120) days without pay and must agree to treatment through a Health and Welfare Trust-approved treatment facility. An appointment with the facility must be scheduled by the employee within twenty-four (24) hours. The employee will be responsible for the cost of treatment above that available from any benefit plans. If there is work available following completion of suspension, the employee, before returning to work, must sign a consent form authorizing unannounced testing for a period of one (1) year.

**(c) Third and/or Future Offenses:** If the employee is tested at any future date (annual screening, post-accident, reasonable suspicion or unannounced testing) and the test results are positive for substance abuse, the employee will be immediately discharged and will not be considered for re-employment for a period of twelve (12) months. Should the employee be considered for re-employment must sign a consent form authorizing unannounced testing for a period of one (1) year.

**6.3 Return to Original Status:** Any employee who has previously violated this substance abuse policy and has successfully completed the authorized treatment plan, and subsequently, goes for three (3) years without testing positive (annual screening, post-accident, reasonable suspicion or unannounced testing) will revert to original status under the policy.

**6.4 Refusal to Test:** For an employee who refuses to take a test where the prerequisites set forth herein have been met, there will be a rebuttable presumption that the test would have been positive for an unlawful substance.

## DEFINITIONS

**7.1 Drug:** Any substance that has known mind or function altering effect on a person, including psychoactive substances prohibited or controlled by federal or state laws.

**7.2 Prescribed Drug:** Any substance prescribed by a licensed medical practitioner to the individual consuming it.

**7.3 Under the Influence:** Being unable to perform work in a safe and productive manner; being in a physical or mental condition which creates a risk to the safety and well-being of the individual, other employees, the public, or Employer property.

## DETERMINATION FOR TESTING

**8.1** All employees will be subject to testing under this Policy.

**8.2 Mandated Testing:** Substance abuse testing programs mandated by federal agencies, such as the U.S. Department of Transportation, or by other users of construction services, may contain testing requirements not covered in this Policy. In such an event, the mandated requirements shall be made a part of this Policy for the duration of the work involved. The Union shall be notified of such requirements prior to commencement of work.

**8.3 Annual Screening:** The Health and Welfare Trust will give written notice, at least 30 days in advance of employee's birthday, reminding him/her that an annual drug screen must be completed not later than his/her birthday. Applicants for employment must have a current Clean Card at time of dispatch.

**8.4 Post-accident testing:** Employees may be tested for the presence of drugs or alcohol if the employee sustains a personal injury, as that term is defined in Nevada Statutes NRS 217.050\*; has caused another employee to sustain a personal injury; has caused a work-related accident; or, was operating or helping to operate power tools, machinery, equipment, or vehicles involved in property damage of \$500.00 or more. Refusal to submit to an employer request for post-accident testing for the presence of alcohol or drugs shall constitute insubordination and is a violation of this agreement. A confirmed positive test is a violation of this agreement.

(Note: Where an employee is rendered unconscious in an injury accident and is unable to provide a urine specimen, a blood sample may be required.)

\*Note: NRS 217.050 "Personal Injury" defined. Personal injury means actual bodily harm which results in a need for medical treatment.

## **8.5 Reasonable Suspicion:**

(a) When the Employer has a reasonable suspicion that an employee is under the influence of drugs, a test may be conducted immediately.

(b) An employee suspected of being under the influence of drugs will be escorted by a supervisor or designated representative to the authorized testing facility, and the employee's cooperation with both the escort and the testing procedures will be required.

(c) A suspected employee must be observed by at least two (2) persons, one of whom shall be a dispatched journeyman.

## **TYPE OF TESTING**

**9.1** Collection of urine specimens will be performed by a nationally recognized and approved testing laboratory at locations designated by the Employer. A proper chain of custody will be maintained throughout the process.

The urine screening will include testing for each of the following:

- Alcohol
- Amphetamines
- Barbiturates
- Cannabinoids (marijuana, THC)
- Cocaine
- Opiates
- Phencyclidine (PCP)
- Any Type of Masking Agent

A negative result indicates an amount less than the established cutoff level. The screen cutoff levels shall be based on nationally recognized standards as follows:

|                                    |           |
|------------------------------------|-----------|
| Alcohol.....                       | .02 gm %  |
| Amphetamines.....                  | 500 ng/ml |
| Barbiturates .....                 | 500 ng/ml |
| Cannabinoids (marijuana, THC)..... | 50 ng/ml  |
| Cocaine.....                       | 300 ng/ml |
| Opiates.....                       | 300 ng/ml |
| Phencyclidine .....                | 25 ng/ml  |
| Masking Agent .....                | Any Trace |

**9.2** Tests shall be accomplished through analysis of urine samples. All specimens will be obtained from the employee by an authorized testing facility.

**9.3** A sufficient amount of a sample will be taken to allow for an initial test and a confirmation test. At the employees request and expense, an alternate testing facility may be used to test the initial sample. Tests for employees and applicants will be as follows: The initial test will be an Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result occurs, a confirmation test will be utilized before action will be taken against the employee or applicant. The confirmation test will be by the Gas Chromatography-Mass Spectrometry (GC/MS).

## RESULTS

**10.1** The testing facility will notify the employee, Employer and Union's respective designated representatives of any test that is positive for any substance included in the procedure.



## **CONFIDENTIALITY**

**11.1** Test results are highly confidential. The Safety Coordinator or Employer's designated representative will receive all positive test results. He/she will notify the appropriate Employer management of test results on a strictly need-to-know basis.

**11.2** No laboratory results shall appear in a personnel folder.

## **USE OF PRESCRIPTION AND/OR OVER THE COUNTER DRUGS**

**12.1** In the event an employee is under the care of a physician and is prescribed medication which might impair his or her ability to perform a job, the employee must notify his or her supervisor and/or Safety Coordinator in advance. It is at management's discretion as to whether the employee may continue to perform the normal assigned duties.

## **GRIEVANCES**

**13.1** The Union may refer to the Grievance and Arbitration Procedure provided under Article IX, any grievance which alleges that the Employer is not complying with the guidelines as outlined in the Substance Abuse Policy.

## **DURATION**

**14.1** This Substance Abuse Policy shall remain in effect for a period of time to coincide with the Master Labor Agreement executed on June 1, 1997. The parties agree that either party may move annually to reopen the Substance Abuse Policy only, for purposes of modification by mutual agreement by giving notice sixty (60) days prior to the anniversary date of the execution of the Master Labor Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Substance Abuse Policy as an Appendix to the Master Labor Agreement.

LOCAL UNION NO. 525 OF THE UNITED  
ASSOCIATION OF JOURNEYMEN AND  
APPRENTICES OF THE PLUMBING AND  
PIPE FITTING INDUSTRY OF THE  
UNITED STATES AND CANADA

MECHANICAL CONTRACTORS  
ASSOCIATION, INC.

---

Bill Anderson                      Date  
Business Manager

---

Thomas Lamb                      Date  
President

## APPENDIX "B"

### LOCAL 525 TOOL LIST

Tool Box  
25' Tape Measure  
#430 Channelock Pliers  
#440 Channelock Pliers  
Torpedo Level  
4 Way Screwdriver  
8" Crescent Wrench  
12" Crescent Wrench  
Tiny Tim Saw  
5/16" Nut Driver  
5/16" Torque Wrench  
Chalk Box  
#20 Ridgid Tube Cutter  
Claw Hammer  
Striker  
Tin Snips  
Linesman Pliers  
Jab Saw  
Medium Allen Key Set  
14" Pipe Wrench  
32 oz. Ballpeen Hammer  
Tri-square  
18" Level

**LETTER OF UNDERSTANDING**  
**WORKING ASSESSMENT CHECKOFF**

The Employers agree that if the Union implements a program providing for the checkoff by the Employer of a working assessment, and upon receipt of an authorization signed by the employee working under this Agreement, the Employer shall deduct from the regular paycheck of each such employee the sum due to the Union, which sum will be specified on the authorization card.

The Employer shall, by the 20th of the following month, mail to the Union a check made payable to the Union representing the amount of working assessments the Employer has withheld during the previous month. The check shall be accompanied by a list containing the names of employees and the amount deducted from each employee's earnings.

The Union will indemnify and hold the Employers harmless for any claims, demands, suits or liabilities that arise because of their compliance with this provision.

In witness whereof the parties hereto have executed this Letter of Understanding.

LOCAL UNION NO. 525 OF THE UNITED  
ASSOCIATION OF JOURNEYMEN AND  
APPRENTICES OF THE PLUMBING AND  
PIPE FITTING INDUSTRY OF THE  
UNITED STATES AND CANADA

MECHANICAL CONTRACTORS  
ASSOCIATION, INC.

---

Bill Anderson      Date  
Business Manager

---

Thomas Lamb      Date  
President

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