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AGREEMENTS

BETWEEN

64 pp.



**MECHANICAL CONTRACTORS
ASSOCIATION
METROPOLITAN
WASHINGTON, INC.**

and

**STEAMFITTERS
LOCAL UNION NO. 602
UNITED ASSOCIATION**

Effective August 1, 2001 through July 31, 2004

STEAMFITTERS LOCAL UNION No. 602

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U.A. MECHANICAL TRADES SCHOOL**

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BUILDING CONSTRUCTION AGREEMENT

between

Mechanical Contractors Association
Metropolitan Washington, Inc.

and

Steamfitters Local Union No. 602
United Association

Effective August 1, 2001 through July 31, 2004

INDEX

Article		Page
	Articles of Agreement.....	5
I	Purpose	5
II	Recognition.....	6
III	Management Rights	6
IV	Union Security.....	7
V	Working Rules for Journeymen Pipefitters and Apprentices.....	7
VI	Duties of Journeymen Pipefitters and Apprentices.....	8
VII	Work Jurisdiction	11
VIII	Jurisdictional Awards Board and International Agreements.....	12
IX	Conflict of Interest.....	12
X	Tools.....	12
XI	Conference Board.....	13
XII	Grievance and Arbitration Procedure	14
XIII	Installations and Material Handling	15
XIV	Subcontracting.....	15
XV	Supervision	15
XVI	Non-Exclusive Hiring	16
XVII	Workers' Compensation.....	18
XVIII	Safety	19
XIX	Job Steward.....	19
XX	Hours of Work, Overtime and Shift Work.....	20
XXI	Wages, Fringes	23
XXII	Car Allowance	24
XXIII	State Withholding.....	25
XXIV	Paydays	25
XXV	Reporting Pay	26
XXVI	Bereavement Day	27
XXVII	Reporting for David-Bacon Wage Rates	27
XXVIII	Medical Fund.....	27
XXIX	Pension Fund.....	28
XXX	Retirement Savings Fund.....	28
XXXI	Apprenticeship Fund.....	29
XXXII	Industry Fund	30
XXXIII	Communications and Productivity Fund.....	30
XXXIV	Apprenticeship Training.....	30
XXXV	Payments to Trust Funds.....	31
XXXVI	Temporary Heating and Cooling	32
XXXVII	Separability.....	33
XXXVIII	Dues Check Off	33
XXXIX	Layoff.....	33
XL	Mechanical Helper	34
	Mechanical Helper Wages	35
XLI	Modification, Termination and Duration.....	36
	Appendix A	37
	Appendix B.....	41
	Article I to Appendix B — Fitness of Duty.....	42

ARTICLES OF AGREEMENT

1. This Agreement, made this 1st day of August, 2001, by and between the Mechanical Contractors Association of Metropolitan Washington, Inc., hereinafter known as the Association, for and on behalf of all contractor members of said Association and Local Union 602 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada (AFL-CIO) hereinafter known as the Union. Provisions of this Agreement shall be binding on employers who are not members of the Association but who become signatory hereto. Contractors, whether members of the Association or not, may be interchangeably referred to as employers herein.

2. The Union shall submit to the Association copies of all agreements signed between the Union and non-association employers.

3. The territorial jurisdiction covered by this Agreement includes: District of Columbia; Counties of Montgomery, Prince Georges, Charles, St. Mary's, Calvert, and parts of Anne Arundel and Howard, all in the State of Maryland; and Counties of Arlington, Fairfax, Prince William, Loudoun, Fauquier, Clarke, King George, parts of Stafford, Warren, Frederick, Westmoreland and Spotsylvania, and the Cities of Alexandria, Falls Church, Fairfax City, Winchester and Fredericksburg, all in the State of Virginia.

4. It is further understood and agreed that any contractor bound by the terms of this agreement by virtue of membership in the Mechanical Contractors Association of Metropolitan Washington, Inc. agrees that if he withdraws his membership from the Association he shall be bound by all terms and provisions of this Agreement for the balance of the term of the agreement. Any contractor hereinafter joining the Association shall be bound by all terms and conditions of this contract as an incident of this membership in this Association.

ARTICLE I

Purpose

5a. The parties hereto agree that:

5b. Close contact and mutually sympathetic interest between employee and employer will develop a better working system which will tend constantly to stimulate production while improving the relationship between the employee, employer and the community.

5c. The right of employees and employers in local groups to establish local wage scales and local working rules is recognized.

5d. Strikes and lockouts are detrimental to the interests alike of employees, employer and the public, and should be avoided.

5e. Mechanical work be done by the Mechanical Contracting industry.

5f. The public interest is conserved, hazard to life and property is reduced, and standards of work are improved by fixing an adequate minimum of quali-

fications in knowledge and experience as a requirement precedent to the right of an individual to engage in the Mechanical Contracting Industry.

5g. Agreements or understandings which are designed to obstruct directly or indirectly the free development of trade, or to secure to special groups special privileges and advantages, are subversive to the public interest and cancel the doctrine of equality of rights and opportunity, and should be condemned.

5h. The Association and Union agree to establish job classifications at such wage rates as will enable contractors to obtain contracts in new market areas in which mechanical contractors signatory to this agreement are not presently competitive.

5i. There shall be no discrimination against anyone, by either party, for reasons of color, race, creed, national origin, sex, age or disability.

ARTICLE II

Recognition

6. The Association and all other employing contractors who become signatory hereto recognize the Union as the sole and exclusive bargaining representative for all employees in the employ of the employers and engaged in any and all work covered by this Agreement and the Working Rules and Duties of Pipefitters with respect to wages, hours, and other terms and conditions of employment, subject to provisions of existing laws.

ARTICLE III

Management Rights

7. The management of the business is the sole and exclusive prerogative and responsibility of the Employer. This shall include but not be limited to the direction of the working force, the right to hire, to plan, direct, control and schedule all operations (including scheduling of the work force), the right to establish, eliminate, change or introduce new or improved methods, machinery, quality standards or facilities which are in the best interests of the trade. The employer is vested with the right to relieve any employee from duty because of lack of work or other legitimate reason, to promote, demote, transfer or discharge employees in line with this agreement.

8. The Union shall grant to all signatories to this Agreement any base rate, fringe benefit costs or working conditions for a particular job bid which may be extended or permitted to any company or Association which also bids on the particular job within the geographical jurisdiction of Local 602 and which may be more favorable to an employer than those contained in this contract. The Union will report to the Association any base rate or fringes which are more favorable than those contained in this contract and which are granted to any employer or company making a job bid within the jurisdiction of Local 602. National Agreements are not applicable.

9. The Union shall not sanction any employee performing any heating, cooling or pipe work for other than his current employer.

ARTICLE IV

Union Security

10. All employees covered by this Agreement, members of the Union, now in the employ of any Contractor signatory hereto, shall remain members in good standing in the Union during the term of this Agreement. All employees covered by this Agreement, hereinafter employed by any Contractor, shall become members of the Union on the eighth day following the beginning of such employment or the effective date of this Agreement, whichever is later, and shall remain members of the Union in good standing during the term of this Agreement. (This clause shall be effective only in those states permitting Union Security.)

11. If any employee who is required, as a condition of continued employment by the Contractor to acquire and/or retain membership in good standing in the Union by the provisions of Paragraph 10 above, shall fail so to do by reason of a failure on his/her part to tender the periodic dues or initiation fees uniformly required as a condition of acquiring or retaining membership, and if the fact of such failure is certified to the Contractor by the Financial Secretary-Treasurer of the Union, the Contractor will thereupon notify such employee that, unless he/she shall earlier correct such failure by the tender of all such dues and initiation fees that may then be due and owing, his/her employment by the Contractor will terminate as of the fifth day following the date of receipt of the certification if prior to such fifth day such failure shall not have been so corrected, the Contractor will thereupon cause such employment to terminate.

ARTICLE V

Working Rules for Journeymen Pipefitters and Apprentices

12. No journeymen shall work more than one apprentice unless approved by the Business Manager.

13. Cutting of all holes for pipe only to be done by pipefitter, apprentice, and or, mechanical helper.

14. Cutting of all pipe two inches and under to be done by pipefitter and/or apprentice.

15. All machines when used on the job in connection with any piping work shall be operated by a pipefitter and/or apprentice.

16. Journeyman pipefitter and/or apprentice shall make up fittings on all pipe.

17. Employees covered by this agreement will be provided with a suitable heated area for the changing and storing of clothes.

18. Potable water shall be provided by the Employer for all employees covered hereby, twelve months a year, in work areas.

19. All Employer owned tools that require job site maintenance, used by pipefitters on job site, shall be repaired on job site by pipefitters.

20. Slow-downs, standby crews and featherbedding practices will not be permitted.

21. When work must be removed due to defective workmanship or carelessness by an employee, or where any damage to the building or contents is the result of such defective workmanship or carelessness by an employee, this must be immediately reported to the Conference Committee for investigation. Their decision in the matter is final. Should the decision be rendered against the employee to pay for the damage thus caused, the employee must pay for the damage.

22. All protective equipment such as welding gloves, shields, sleeves, goggles, and other such types of special equipment, are to be supplied and replaced when required by contractor. This issued equipment must be returned to the contractor at termination of employment.

23. In all shops where five or more men are employed, every sixth man shall be 55 years or age or older, if available, and provided he is physically fit.

24. The ratio for apprentices shall be three (3) journeymen to one (1) apprentice based on the availability of the apprentices.

ARTICLE VI

Duties of Journeymen Pipefitters and Apprentices

25. All the following work and work tasks shall be assigned to and performed by journeymen pipefitters and apprentices subject, however, to the provisions of paragraphs 47, 48 and 49 of this Article:

26. The handling, setting, moving, hanging, loading and unloading, laying out, fabrication, assembling, erection, installing, maintaining, servicing, repairing, reconditioning, adjusting, altering and dismantling of all pipe or piping systems, or tubing systems, and parts, fixtures and appliances and appurtenances thereof, for all heating systems whether by steam, gas, hot water, vapor or any other method; ventilating, air conditioning, refrigeration, cooling, power piping, industrial and mechanical process piping, sprinkler piping, temperature control systems or otherwise; high and low pressure boilers, stokers, oil burning equipment, gas burning equipment, coal burning equipment, atomic power equipment, solar power equipment pneumatic and hydraulic power piping and gasoline filling station piping, pipe and specialized welding, sewage disposal plant piping, central distributing and booster stations, filtration plants, sterilizing equipment, compressed air lines, vacuum lines, oxygen

lines; and all apparatus and appurtenances in connection therewith for the transfer or conveyance of heat, fluids, solids, chemicals or gas used for manufacturing or industrial purposes by means of piping systems.

27. All piping systems and fixtures and appurtenances used to convey, collect or distribute steam, water, air, gas, exclusive of domestic and culinary use, coal, ash, dust, chemicals, vacuum, brine, ammonia, oil, or other commercial products manufactured, or in the course of manufacture, including cooling work of every description.

28. The setting of boiler fronts, the setting, installation and piping of all gauge boards, attaching of all pipe work and boiler trimmings. Soot blowers, fuel piping, valves, all circulating piping for appurtenances and component parts of boilers. The assembling and setting of economizers and superheaters when not component parts of boilers. Assembling and setting of submerged heaters and the handling and setting of sectional steam, hot water and locomotive type of firebox boilers.

29. All piping used for fire quenching purposes either by water, steam, gas, chemicals or other method when not a part of an automatic sprinkler system.

30. The marking of all pipe joints regardless of method or mode, applicable to the pipefitters' jurisdiction.

31. The handling and setting of completed heat exchanges, including convectors, unit heaters, fan coil units, heating and cooling room units, self-contained vessels or items of equipment with piping to and/or from same and the piping by any mode and description and any connected or related materials, apparatus and equipment for heat transfer purposes.

32. The setting, erecting, and adjustment of all control equipment used in connection with the pipefitting industry.

33. The unloading, reloading, distributing, handling and erection of all materials, and the installation of hangers, support and pipe railings applicable to the pipefitters' jurisdiction.

34. The cutting, threading, welding and fabrication of all pipe shall be done by journeymen pipefitters and apprentices, on the job site or in the shop of the contractor.

35. The setting and connecting of all vessels that are an integral part of piping systems, applicable to the pipefitters' jurisdiction.

36. The disconnecting of all equipment on all alterations and remodeling work shall be the work of steamfitters and their apprentices. Any equipment and materials reused in the job shall be handled by journeymen pipefitters and their apprentices.

37. The cutting necessary of all types of construction for the receiving of all piping for the installation of setting of sleeves, inserts and thimbles for pip-

ing and hangers, boxes for hangers for piping, applicable to the pipefitters' jurisdiction.

38. The fabricating, handling, erecting, adjusting, and servicing of all heating and/or cooling devices and their accessories.

39. Pre-fabrication. Those contractors who wish to fabricate piping systems in their own shop may do so provided the work is done by qualified journeymen pipefitters and their apprentices covered by this agreement, and provided the shop is located in the jurisdiction of Local No. 602.

40. *The handling, erecting, aligning and leveling of all refrigeration equipment and compressors; and pumps, air compressors, vacuum devices, etc., regardless of size, horsepower or mode or method of power delivered to same. This includes turbines if delivered assembled.*

41. The starting and stopping of all welding equipment applicable to pipefitters' jurisdiction.

42. *The handling, setting and leveling of all sluice gates.*

43. The erection of all pipe supports, stanchions, hangers, and the field fabrication of same where required, and the handling and erection of hangers, braces, guides, etc., where used in conjunction with heating, refrigeration, or air conditioning materials and/or equipment. This does not include such small items as clevis hangers, forged hangers or other small hangers normally considered purchased items.

44. The unloading, uncrating, assembly and setting of all air conditioning and/or heating units regardless of make, size, tonnage, B.T.U. capacity, etc. This includes units that are shipped less coils, compressors, burners, controls, blowers, fans, condensers, pumps, etc.

45. The handling, assembling, and erecting of all coils, regardless of size, shape or method of making joints, hangers or erection.

46. Assembling and erection of all cooling towers for air conditioning and refrigeration equipment when prefabricated or shipped as a unit regardless whether constructed of wood, metal, glass or any other prefabricated material.

47. Where heating, refrigeration or air conditioning materials and/or equipment used by the Employers are unloaded on job site from railroad cars or trucks, or where the above materials are distributed by smaller trucks from the above railroad cars or trucks to job, stockroom, or stockpile or from job stockroom, stockpile or fabricating shop to approximate point of use or installation, or from one job stockpile to another, such unloading, reloading and handling shall be assigned to and performed by employees as covered herein, whether or not the work is performed by use of hand or power equipment. It is understood that the operation of power equipment controls shall be performed by the craft entitled thereto.

48. "Job stockroom," "job fabricating shop" and "job stockpile" are defined to be that stockroom, shop or stockpile which is situated on the premises of the job site and which are used by employees hereunder as a place to stock tools, plumbing, heating, refrigeration and/or air conditioning materials and/or equipment and all other equipment covered by this agreement or to fabricate such materials, and/or equipment, and to stock such equipment which is to be moved directly from those sites to the approximate point of use or installation or to be moved from one stockpile to another on the job site.

49. All trucks used for service calls or for the conveying of materials, equipment, tools or supplies between locations on a job site shall be assigned to and driven and operated by journeymen pipefitters and/or apprentices.

50. Placing, installing and setting of all pipes and tanks and appurtenances in connection with the same in all types of industrial plants, used for the purpose of mixing, blending, compressing, heating, cooling or distilling. All pipes and appurtenances used in distilling or all products such as oil, gas, acids, chemicals, water, etc. All laboratory piping except domestic water and sewer connections.

51. The testing of all air conditioning, refrigeration, and heating systems, equipment and appurtenances, and process piping indigenous to the above shall be performed by employees herein.

52. All gas piping for manufacturing, heating and cooling.

53. Any work not covered or described in this agreement, but traditionally or normally done by employees covered by this agreement shall continue to be assigned to the employees as if actually set forth in this agreement, together with all other work as may be determined to be within the pipefitters' jurisdiction.

54. Coordinated drawings where necessary for work covered by this agreement may be performed by employees covered by this Agreement.

ARTICLE VII

Work Jurisdiction

55. Appendix A (in back of agreement) becomes a part of this agreement. (See Page 37).

56. The Union agrees that jurisdictional disputes between locals affiliated with the U.A. shall not be a cause for work stoppage. In the event that any of the work as herein shown to be assigned to the pipefitter is claimed by the plumber, then the dispute will immediately be submitted to the appropriate U.A. officials for their determination, which shall be final and binding on all parties.

57. Subject to the approval of the Business Manager of U.A. Local Union No. 5 and U.A. Local Union No. 602 there shall be no jurisdiction consideration for the work assigned on jobs to member of Local Union No

602 and Local Union No 5 for the installation of plumbing or heating work.

ARTICLE VIII

Jurisdictional Awards Board and International Agreements

58. Subject to the provisions herein, all jurisdictional disputes not resolved by the parties shall be submitted for final and binding arbitration to the Impartial Jurisdictional Disputes Board for the Construction Industry (hereinafter "Board"), or any successor thereto adopted by the Building and Construction Trades Department of the AFL-CIO and participating Employers. Provided that all unions involved in such jurisdictional dispute and all Employers with whom those unions have collective bargaining agreements have also submitted to the jurisdiction of, and have agreed to be bound by all decisions of the Board when those Employers are involved in a jurisdiction dispute. In the event any union claiming work jurisdiction from an Employer signatory to this agreement, has a collective bargaining agreement with any Employer which does not provide for settlement of jurisdictional disputes by the Board, then the parties to this agreement shall not be subject to the jurisdiction of or be bound by decisions of the Board involving such unions. In the event the above proviso is complied with, the parties hereto agree to and accept, and shall be bound by, the rules, regulations and procedures of the Board or its successor as in effect from time to time.

ARTICLE IX

Conflict of Interest

59. All contractors bound by this agreement agree that during the life of this agreement that any and all heating, piping, air conditioning and refrigeration work of any kind and description performed solely by them or by and through any other corporation, firm, partnership or joint business association with other individuals primarily in building and construction work in which the contractor owns a financial or proprietary interest, shall be done and performed under the terms of this agreement. A breach of this provision by any contractor shall be sufficient ground for the Union to cancel this contract as to said contractor by serving thirty (30) days written notice upon the Mechanical Contractors Association of Metropolitan Washington, Inc. and the contractor involved.

ARTICLE X

Tools

60. Each journeyman so designated shall be issued a set of hand tools, with a suitable box that can be securely locked by key or combination. The keys to this lock shall become the sole responsibility of the journeyman to whom is-

sued and the set of keys so issued to each employee shall be different so that one set of keys cannot be used to open any other tool box. Each kit of tools so issued shall contain a typed list with unit prices placed in the box so that the value of the tools will be known and will thereby establish the price for replacement of lost or otherwise misplaced tools. A duplicate of the list shall be issued to the foreman on the job. The issued tools, box, lock, keys, etc., shall be returned to the contractor intact at termination of employment. In the event that any issued tools are not returned intact to the Employer the employee shall be required to replace same. In the event that the provisions of this Article are violated, the Union agrees to reprimand the violator in accordance with the appropriate provision of the U.A. Constitution relating to misconduct. Any grievance resulting from a violation of this Article shall be referred to the Conference Committee for action.

All journeymen and apprentices shall furnish their own rule or tape and pump pliers.

ARTICLE XI

Conference Board

61. The parties to this Agreement shall form a Conference Board consisting of six members, three members to be appointed by the Association and three members to be appointed by the Union. The Board shall have full power to adjudicate all questions in dispute which concern the application or interpretation of any provision of this agreement, except that jurisdictional disputes shall be resolved in accord with the procedures set forth in Articles VII and VIII. All unresolved disputes shall be submitted to arbitration provided for herein. The names and addresses of all members of this Conference Board shall be sent to the Secretaries of the Association and the Union. All Employers bound by this Agreement shall be subject to the authority of the Conference Board.

62. At the meeting of the Conference Board which shall be held monthly, if necessary, the Association and the Union, shall have an equal number of votes whether all members shall be present or not. Five members shall constitute a quorum. Should changes be made against Employer signatory to this agreement, or the Union or employee, the charged party shall be given one week from receipt of written notice to prepare his defense.

63. For the proper conduct of business, a Chairman shall be chosen at each meeting, but he shall preside only at the meeting for which he is chosen. The duty of the Chairman shall be that usually incumbent upon a presiding officer. The chairman shall be allowed to vote on all questions should he so desire. The decision of the Conference Board shall be communicated in writing to the parties to the dispute and shall be final and binding on such parties unless either party appeals the decision to arbitration (as set forth in Article XII of this

agreement) within ten (10) calendar days after receipt of written decision of the Conference Board.

ARTICLE XII

Grievance and Arbitration Procedure

64. *Any dispute between the Association and the Union, contractor members of the Association and the Union, and all disputes between the Union and any other signatory contractor hereto, concerning the application, interpretation, or violation of any provision of this agreement shall be treated as a grievance and disposed of in accordance with the following steps:*

65. *Step One.* The Business Manager or his representative shall attempt to adjust said grievance with the Contractor representative performing the work. In the case of a dispute between the Union and the Association, the Business Manager or his representative shall attempt to adjust said grievance with the designated representative of the Association.

66. *Step Two.* In the event that such dispute cannot be adjusted in this manner within five (5) working days after the Step One meeting, the same shall be submitted in writing to the Joint Conference Board as established in Article XI.

67. *Step Three.* If the Joint Conference Board is unable by majority vote to reach a decision within thirty (30) calendar days of written notice of a dispute, or in the event the Board decides it is deadlocked, or if either party to the dispute chooses to appeal the Decision of the Joint Conference Board within ten (10) calendar days after receipt of the written decision of the Conference Board, the dispute shall be submitted to an impartial umpire chosen by the Board. If the Board is unable to agree on an impartial umpire within five (5) working days, either party may immediately request the Federal Mediation and Conciliation Service to submit the names of five (5) persons qualified to serve as an impartial umpire. When said list has been presented to representatives of the parties hereto, each shall have the choice of alternately rejecting the names of two of those five persons, with the order of choice being determined by lot, and the remaining, or fifth person, shall be selected as the impartial umpire. This selection shall take place within five (5) working days after submission of said list.

68. It is specifically agreed that the terms and conditions of this Agreement shall be binding upon the Joint Conference Board and/or the impartial umpire and that he or they have no authority to alter, amend, revise, repeal or modify any of the provisions of this Agreement, it being the intent that such Board and/or impartial umpire's authority and decision shall be within the scope and limited to the application of terms and conditions of this Agreement.

69. The parties hereto agree that a decision rendered by a majority of the Joint Conference Board shall be final and binding upon the Union, the Associa-

tion and on either the Employer-member of the Association or any employing contractor signatory hereto unless such decision by the Board is appealed within ten (10) calendar days after such decision has been rendered. The parties further agree that a decision rendered by an impartial umpire shall be final and binding upon the Union, the Association, and on either the Employer-member of the Association or any employing contractor signatory hereto. All costs of the impartial umpire shall be divided equally between the disputing parties.

70. The Joint Conference Board and/or the impartial umpire shall have the right to determine whether there has been a violation of this Agreement, and shall also have the right to devise an appropriate remedy adjudicating the grievances against parties bound in this Agreement.

71. All Grievances filed by a member or contractor must be filed within 90 days of said Grievance.

ARTICLE XIII

Installations and Material Handling

72. It is believed to be to the best interests of the public and working conditions to have all materials installed by journeymen pipefitters and apprentices and handled through an employing contractor who is signatory to this agreement. The importance of this phase of the work from the standpoint of public health and safety demands unified responsibility. And deviation from this method of procedure is a violation of the Agreement.

73. The Union agrees to furnish and supply upon request in accordance with Article XVI the necessary journeymen pipefitters and apprentices as are required, provided that all work designated in Article VII is contracted for by the contractor and assigned to and performed by journeymen pipefitters and their apprentices.

ARTICLE XIV

Subcontracting

74. The Employer agrees that in situations where work at the construction site, covered by this agreement, is to be subcontracted by the Employer to other firms, parties, or persons, that such work will only be subcontracted to firms, parties, or persons, whose pay practices provide the same wages, benefits and economic conditions of employment as provided by this collective bargaining contract.

ARTICLE XV

Supervision

75. It is agreed that the Employer may designate at any time anyone to be superintendent, provided he gives orders through the pipefitter foreman on the

job. He will not be allowed to act as foreman at any time. The designation, appointment and determination of foreman and/or general foreman is the sole responsibility of the Employer.

ARTICLE XVI

Non-Exclusive Hiring

76. Employers may, but are not required to, hire journeymen pipefitters by calling or writing the Union referral office and stating the qualifications required of the pipefitter and the location of the job.

77. Unemployed journeymen pipefitters are required to register with the Union referral office when seeking employment through that office. Unemployed journeymen pipefitters satisfying the requirements set forth in this agreement are free to solicit employment. When an Employer hires an employee who solicits his job as set forth in this paragraph, the employee and the Employer shall notify the Union that the employee has been hired by calling or writing the union referral hall within twenty-four (24) hours. Failure to notify the Union in a timely fashion as set forth herein can be grieved by the Union before the Conference Board as set forth in paragraph 64.

78. In the event a request is made by the Employer, and the Union is unable within 48 hours to supply qualified journeymen (including journeymen with special skills) the Employer may secure qualified journeymen from any other source.

79. *Registration.* The Union shall maintain a daily registration list as provided for in this section of qualified pipefitters who are available for employment as journeymen pipefitters.

80. Registration for referral will be accepted only from qualified journeymen pipefitters who have had at least five (5) years' actual practical working experience in the pipefitting trade in the building and construction industry, or by qualified journeymen who have five (5) years' actual practical working experience in the pipefitting trade in the Building and Construction Industry and have successfully completed apprenticeship training in the pipefitting trade, including at least 1240 hours of classroom training under the Apprenticeship Program approved by the Federal Bureau of Apprenticeship Training, or a State Division of Apprenticeship Training or a State Division of Apprenticeship Standards.

81. Each applicant shall list whether they have special skills such as welding, layout, jobbing, drafting, estimating, coordination, supervision and any other recognized special skills in the pipefitting trade and the number of years of experience.

82. Individuals who wish to register for referral may be required to submit proof of their experience, qualifications, and special skills through employment records, affidavits, or otherwise.

83. *First Category:*

(a) Journeymen who:

- (1) have (5) or more years of experience in the pipefitting trade;
- (2) have successfully completed apprenticeship training in the pipefitting trade under the Apprenticeship Program approved by the Federal Bureau of Apprenticeship Training, or a State Division of Apprenticeship Training or a State Division of Apprenticeship Standards, or who have passed a competency examination given by the Union's Examining Board;
- (3) are local residents of the geographical area constituting the normal construction labor market for the Greater Metropolitan Washington, D.C. area;
- (4) for a period of at least one (1) of the last three (3) years:
 - (A) have been employed by an Employer who has been bound or signatory to a contract with the Union; or
 - (B) have had contributions made to the Union benefit trust funds on their behalf.

(b) Journeymen who:

- (1) have five (5) years of experience in the pipefitting trade;
- (2) have successfully completed apprenticeship training in the pipefitting trade, including 1240 hours of classroom training under the Apprenticeship Program approved by the Federal Bureau of Apprenticeship Training, or a State Division of Apprenticeship Training, or a State Division of Apprenticeship Standards;
- (3) are local residents of the geographical area constituting the normal construction labor market for the Greater Metropolitan Washington, D.C. area;
- (4) for a period of at least one (1) of the last three (3) years;
 - (A) have been employed by an Employer who has been bound or signatory to a contract with the Union; or
 - (B) have had contributions made to the Union benefit trust funds on their behalf.

84. *Second Category.*

(a) Journeymen who have:

- (1) five (5) or more years experience in the pipefitting trade;
- (2) successfully completed apprenticeship training in the pipefitting trade under the Apprenticeship Program approved by the Federal Bureau of Apprenticeship Training, or a State Division of Apprenticeship Training, or a State Division of Apprenticeship Standards or who have passed an equivalent competency examination given by the Union's Examining Board.

(b) Journeymen who have:

- (1) five (5) years of experience in the pipefitting trade;
- (2) successfully completed apprenticeship training in the pipefitting

trade, including at least 1240 hours in classroom training, under an Apprenticeship Program approved by the Federal Bureau of Apprenticeship Training, or a State Division of Apprenticeship Training or a State Division of Apprenticeship Standards.

85. *Third Category.* Journeymen with five (5) or more years experience in the pipefitting trade.

86. *Referral.* Except as provided in paragraphs 87, 88 and 89, the Union shall refer applicants to the Employer upon the Employer's request by first referring applicants from the first category, in order of the dates they register their availability for employment, then from the second category, in order of the dates these applicants register, and then from the third category, in order of the dates these applicants register. Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on or in any way affected by union membership, by-laws, rules, regulations, constitutional provision or by any other aspect of obligation of union membership, policies or obligations.

87. Requests by Employers for journeymen who are skilled in welding, layout, jobbing, drafting, estimating, coordination, supervision or any other recognized special skill in the pipefitting trade will be honored. The Union shall refer applicants to the Employer upon the Employer's request for special skills by first referring applicants with such skills from the first category, in order of the dates they register their availability for employment, then from the second category, in order of the dates these applicants register, and then from the third category, in order of the dates these applicants register.

88. The Union will honor requests by Employers for specific unemployed journeymen who have worked for any Employer bound by or signatory to a contract with the Union. An Employer requesting a journeyman by name may do so by calling or writing the referral office.

89. Recognizing that the Employer and the Union have mutual responsibility for non-discriminatory hiring practices, it is agreed that the Union will make a good faith effort to furnish to the contractors, upon request, qualified minority or female journeymen and/or apprentices in order to comply with the requirements of Executive Order 11246 and the Civil Rights Act of 1964, and the duly promulgated regulations of the Department of Labor implementing the Executive Order and the Civil Rights Act of 1964.

90. The Employer retains the right to reject any job applicant referred by the Union. The Employer shall be the sole judge as to the competency of the pipefitters supplied by the Union.

ARTICLE XVII

Workers' Compensation

91. Every individual Employer shall carry Workers' Compensation Insurance and such other liability insurance as may be required by the laws of the

geographical location in which the individual is working and which is within the territorial jurisdiction of Local 602. Every Employer shall furnish satisfactory proof to the Union that they carry such Workers' Compensation Insurance and other liability insurance. All Employers shall also furnish satisfactory proof to the Union that such insurance policies carry provisions which require the benefit payments provided therein to be paid at least once each month.

92. This Article covers all Employees covered by this Agreement.

93. Failure to comply with any portion of the above paragraphs shall be considered a breach of the whole agreement between the Employers and the Union.

ARTICLE XVIII

Safety

94. Employers agree to furnish normally utilized safety equipment, other than personal clothing (clothing made to fit size) necessary to safe performance of the work including, but not limited to, hard hats, goggles, protective shields, harness, etc. Contractors will provide two (2) hard hats, the employee will be responsible for the third hard hat, except for damages incurred on the job site. Employers agree to provide safe working conditions and to instruct their employees in safe working practices. The Union agrees to promote safety awareness in the employees and enforce safe working practices through cooperation with the Employers. In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the exclusive responsibility of the Employer to insure the safety and health of its employees and compliance by them with any safety rules contained herein or established by the Employer. Any disregard of such regulations will subject an employee to discipline up to and including discharge. Nothing in this Agreement will make the Union liable to any employees or to any other persons in the event that injury or accident occurs.

ARTICLE XIX

Job Steward

95. A steward shall be a working journeyman appointed by the Business Manager or Business Agent of the local union who shall, in addition to his work as a journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other times which consists of those duties assigned to him by the Business Manager or Business Agent. It is understood and agreed that the steward's duties do not include any matters relating to referral, hiring and termination. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow the steward a reasonable amount of time for the performance of such duties.

ARTICLE XX

Hours of Work, Overtime and Shift Work

96. *Hours of Work.* Eight (8) hours shall constitute the standard work day to be worked between 7:30 a.m. and 12:00 noon or 12:30 and 4:00 p.m. Working hours may be changed at any time between 6:00 a.m. and 5:00 p.m. excluding the lunch period. Four (4) days at 10 hours a day may be worked at straight time with prior approval of both the employee and the Employer. This 10 hours shall be considered a standard work day.

97. Forty (40) hours shall constitute a week's work, to be worked between 7:30 a.m. on Monday and 4:00 p.m. on Friday, subject to option as stated in paragraph 96 above.

98. The Employer shall give one (1) hour notice of layoff to an employee to enable said employee to return the tools of the Employer that are in his possession and to gather his personal effects.

99. Employees shall be allowed one hour with pay to vote in election of union officers. In order to be paid for this hour, employee must furnish his Employer with proof, from the Union election officer, that he cast his vote.

100. *Overtime.* The first twenty (20) hours performed in excess of the standard work day Monday through Saturday shall be paid at the rate of time and one-half. All hours exceeding the first 20 hours will be paid at double the base rate. All work performed on Sundays and holidays shall be paid at double the base rate of pay. Working on a paid holiday shall be paid at double time and one-half the base rate of pay. The employee must work 40 hours of regular straight time Monday through Friday to be paid at the overtime rate. Saturday hours may be used to complete the 40 hours, at the employees option. All other hours on Saturday are to be paid as stated above. The employer must provide 40 hours of regular straight time during the week or this does not apply. Sunday and holidays shall remain overtime days. The following are the exceptions to this policy: prior notification to the Employer, death in the immediate family, disabling job injury, major illness, scheduled vacation time and new hires. The Joint Conference Committee will settle any disputes.

101. The recognized holidays within this agreement shall be observed: New Year's Day, Martin Luther King Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving or President's Day and Christmas Day. These holidays shall be celebrated on the same day as recognized by the Federal Government. Should an Employer declare a holiday on President's Day in addition to the day after Thanksgiving, the employees should not lose wages on that day and shall be paid at the regular rate of pay. August 1, 2000 the following holidays will be paid: Labor Day, Christmas Day and New Year's Day. August 1, 2002 add to the existing paid holidays: Independence Day, Thanksgiving Day and the day after Thanksgiving. August 1, 2003 add to the existing paid holidays: Veter-

ans Day, Martin Luther King Jr.'s. Birthday and Memorial Day. If the employee works on a paid holiday, the employee will be paid at double time and one-half of the base wage rate.

102. To qualify for paid holidays, you must work 40 hours of regular straight time the two weeks prior to the holiday and one week after the holiday. The holiday will be paid in the payroll period in which the holiday falls. If the employee does not fulfill this obligation with regards to the 40 hour policy as stated in Article XX paragraph 100, the week following the paid holiday the contractor has the right to withdraw the paid holiday in that pay period. During this three-week period the contractor must provide 40 hours of regular straight time each week. If the contractor lays the employee off two weeks prior to the holiday, they must pay the employee for the holiday. If an employee is hired and had previously been unemployed prior to the two week proceeding the holiday the contractor shall pay the employee for the holiday. If an employee is fired, the contractor does not have to pay the employee for the holiday. The following are the exceptions to this policy; prior notification to the employer, death in the immediate family, disabling job injury, major illness, and scheduled vacation time with the three-week period mentioned above. All disputes will be settled by the Joint Conference Board.

103. Eight (8) hour's work shall be scheduled by mutual agreement between the Contractor and Employees on the job and after any of the above designated holidays if said preceding and/or succeeding day(s) is one of the normal work days (Monday through Friday) provided, however, that this scheduling is agreeable to the Owner or General Contractor, said scheduling to occur at least one week prior to the holiday so affected.

104. *Shifts.* Shift work may be performed at the option of the Employer, but when performed it must continue for a period of not less than five (5) consecutive days. Saturday and Sunday, if worked, can be used for establishing the 5-day minimum shift work period. The straight time work week shall be considered to start with the day shift on Monday and end with the conclusion of the second or third shift on the fifth day. In the event the second or third shift of any regular work day shall extend into a holiday, employees shall be paid at the regular shift rate.

105. The first or day shift shall work a regular eight (8) hour shift as outlined in paragraph 96 of this article. If two shifts are worked, the second shift shall be eight (8) hours for which each employee shall receive pay for the hours worked, plus fifteen percent (15%). Work in excess of eight (8) hours per shift shall be paid at overtime rates, including the shift premium rate, in accordance with Article XXI.

106. If three shifts are worked, the Employer and the Union shall establish mutually acceptable hours and pay for shift work, considering among other things the schedule of shift work of the related crafts in the local Building Trades area in which the job is located. Where shift work is to be performed,

the Contractor shall notify the Union and the Association at least 24 hours before the start of the first shift.

107. When a General Contractor closes a job or portion of a job for weather reasons only, that effect the mechanical sub contractor, this lost time can be made up on Saturday at the workers option for straight time.

ARTICLE XXI

Wages, Fringes

108. The following is a breakdown of wages, contributions and deductions, effective August 1, 2001 through July 31, 2002.

	Journeyman	1st Year Apprentice 45%	2nd Year Apprentice 55%	3rd Year Apprentice 65%	4th Year Apprentice 75%	5th Year Apprentice 85%
Straight Time.....	26.71	12.38	15.14	17.36	20.03	21.37
Time & One-Half.....	40.07	18.58	22.70	26.04	30.05	32.05
Double Time	53.42	24.77	30.27	34.72	40.07	42.74
Working a Paid Holiday, Double Time and One-Half.....	66.78	30.96	37.84	43.40	50.09	53.43
Shift Work @ 15% 5 days	30.72	14.24	17.41	19.97	23.04	24.58

Employer

Contributions

Medical Fund.....	3.305	3.305	3.305	3.305	3.305	3.305
Pension Fund.....	4.19	.25	.35	.45	.55	4.19
RSP.....	.81	—	—	.81	.81	.81
Apprenticeship Fund....	.325	.325	.325	.325	.325	.325
Int. Training Fund .....	.05	.05	.05	.05	.05	.05
Industry Fund .....	.090	.090	.090	.090	.090	.090
Communication/ Productivity Fund....	.04	.04	.04	.04	.04	.04
Total Package.....	35.52	16.44	19.30	22.43	25.20	30.18

1st year and 2nd year Apprentice no RSP. \$26.71 base rate + .81 cents used to calculate wage rate, for a total of \$27.52.

109. Note: Effective 8/1/2002 to 7/31/2003 the total wage package will increase by 1.50 per hour for journeyman and appropriate percentages for apprentices. Effective 8/1/2003 - 7/31/2004 the total wage package will increase by 1.50 per hour for journeyman and appropriate percentages for apprentices. A Wage Breakdown Sheet will follow:

110. *Travel allowance.* Travel allowance will be paid as follows:

20 miles from 0 milestone	no travel pay
20-40 miles from milestone	\$3.00 per day
over 40 miles from milestone	\$6.00 per day

111. The travel allowance applies to Apprentices covered by this Agreement. (Milestone is defined as the north side of the Ellipse.)

Rates for Supervision

112. Rates for Supervisors who have completed the certified joint Association and Union Training Program are reflected in the following paragraphs. This rate may be negotiated between Employer and Employee.

113. On jobs with four employees up to and including ten, a foreman shall receive a minimum of \$1.00 per hour for uncertified for certified \$2.00 per hour in addition to journeyman's wage.

114. On jobs with eleven up to and including twenty employees, the foreman shall receive \$1.25 per hour for uncertified for certified \$2.25 per hour in addition to journeyman's wage.

115. On jobs with twenty-one or more employees, there shall be a general foreman. Rate of pay shall be established by general agreement between the employer, employee and the union (minimum of \$1.25 per hour for uncertified for certified \$2.25 per hour) Two foremen paid \$1.00 per hour uncertified for certified \$1.75 above journeyman's wage.

116. On jobs with thirty-one or more, the general foreman rate of pay shall be established by general agreement between employer, employee and the union (minimum of \$1.25 per hour for uncertified for certified \$2.25 per hour). All foremen will be paid \$1.25 per hour for uncertified for certified \$2.00 above journeyman's wage and will not direct more than fifteen men. In the event the employer elects to have area foremen under the direction of the above general foreman, area foreman's rate of pay to be established same as the general foreman. In no case will the general foreman direct a crew.

ARTICLE XXII

Car Allowance

117. Employees required to use their car for carrying tools or material to go from job to job will be allowed \$8.00 per day and thirty-five (\$.35) cents per mile after the first 20 miles. All parking charges will be paid only when necessary. The mileage for each job will be figured from the milestone at the ellipse to the actual job site, minus the 20 miles. If the first job is within the first 20 miles of the ellipse, on any job visited thereafter, including any side trip to warehouse, supply house or shop, all mileage will be paid in excess of the stipulated first 20 miles.

118. On jobs where the travel expense or tool and material moves and mileage are paid, the journeyman will be on the job site at 7:30 a.m. and remain until 4:00 p.m. Journeymen performing work in the second and third zones will receive tool and material moves and mileage or travel expense everyday, whichever is stipulated.

119. On any day that journeymen and apprentices use their car for carrying tools and material they will be compensated as outlined above to and from job site.

120. When working in second and third zones, the journeyman who uses his own vehicle to carry tools and material will be the only person to be paid for carrying tools. When two or more journeymen working in the second and third zone meet at a common pickup point for the purpose of riding together, the pickup point, if more than 20 miles from the milestone at the ellipse, will be considered a job and the journeyman will receive travel expense, tool and material moves as if the pickup point were a job. If no tools or materials are carried, travel expense only for the applicable zone will be paid.

121. Any employee traveling in company vehicles on company time does not receive the stipulated travel expense. Employees driving contractor owned or leased vehicles will adhere to a reasonable vehicle operating and written parking policy of that contractor.

ARTICLE XXIII

State Withholding

122. State income tax shall be withheld and remitted to the state in which an employee resides, and shall be limited to District of Columbia, Maryland and Virginia.

ARTICLE XXIV

Paydays

123. Journeymen pipefitters and apprentices shall be paid weekly in U.S. currency or a method approved by the Joint Conference Committee. Wages paid by other than cash shall be paid on or before 4:00 p.m. Thursday of each week.

124. When a holiday falls on a normal payday, employees shall be paid on the preceding work day. No time in excess of three (3) working days as defined in Article XX, paragraph 96, shall be withheld.

125. If the Employer fails to pay his employees wages due in accordance with Article XXI, the Employer shall pay the employee two (2) hours maximum waiting time at the regular rate of pay and a sum equal to eight (8) hours pay for each calendar day beyond the regular payday the employee waits for his pay. Waiting time will not be charged against an employee's regular pay but will be considered a payment for delinquency.

126. In the event that the Employer fails to pay timely and the reasons thereof are acts of God, mechanical failure, robbery, or conditions beyond his control, the Employer shall then pay as soon as possible and not be required to pay damages outlined above.

127. If an employee is discharged for the following reasons, he shall be paid at the job site at time of discharge and notification shall be sent to the Union for reasons thereof:

- (a) Failure to report to job on time
- (b) Absenteeism
- (c) Drinking of alcoholic beverages
- (d) Violation of safety codes
- (e) Narcotic addiction
- (f) Leaving job early without authorization

128. Electronic Pay: Employers will have the right to electronically transfer the members wages to the members bank of choice. The member will have the right to refuse electronic pay. All new hires will be notified of the employers pay policy before hiring on.

ARTICLE XXV

Reporting Pay

129. An Employee who is requested by an Employer to report to work at the regular starting time and for whom work is not available shall receive two (2) hours pay at the basic wage rate. If an employee is notified by an Employer or his representative that he is not to report for work prior to his leaving his home, the Employer is not required to pay for other than the time actually worked. An employee who reports and is assigned work shall receive not less than four (4) hours' pay. Exceptions, however, shall be when strike conditions make it impossible to put such 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.

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

131. When an employee is discharged, the Union office will be notified in writing in detail the reason of discharge.

ARTICLE XXVI

Bereavement Day

132. A Bereavement Day for the death of a spouse, mother, father, or children. The member will be paid for this day.

ARTICLE XXVII

Reporting for Davis-Bacon Wage Rates

133. It is mutually agreed that in order to better facilitate protection of wage rates adopted under the Davis-Bacon Act, all Employers signatory to this Agreement shall submit timely to the local union the name of their project and the maximum number of employees represented by Local 602 that are utilized upon the construction each month. Failure to notify the Union in a timely fashion as set forth herein can be grieved by the Union before the Conference Board as set forth in paragraph 64. This requirement may be modified as necessary by mutual agreement of the Association and the Union during the life of this contract.

ARTICLE XXVIII

Medical Fund

134. Employers signatory to this agreement hereby agree to make contributions to the Heating, Piping and Refrigeration Medical Fund for all hours worked by all employees whose wages are covered by this collective bargaining agreement in accordance with Article XXI and transmit these monies with other sums as outlined in Article XXI. This sum is then to be allocated and sent by the Central Depository to the Trustees of the Heating, Piping and Refrigeration Medical Fund as indicated.

135. The Association and the Union shall each designate three Trustees to administer and control the Heating, Piping and Refrigeration Medical Fund. The Heating, Piping and Refrigeration Medical Fund shall be a separate and distinct Trust Fund and shall comply in all respects with Section 302 of the Labor-Management Relations Act. The Association and the Union have executed a written Health and Medical Trust Agreement, setting forth the terms and conditions of the Health and Medical Benefits to be paid to all journeymen pipefitters and apprentices covered by this agreement.

136. The Trustees of the Heating, Piping and Refrigeration Medical Fund are authorized to enter into reciprocal agreements with Trustees of other Medical Funds so that employees temporarily working outside their home fund's jurisdiction will not lose credit or eligibility for benefits in their home fund. The Trustees shall determine the terms of such reciprocal agreements.

ARTICLE XXIX

Pension Fund

137. The Association and the Union agree to operate through Trustees the Heating, Piping and Refrigeration Pension Fund. The Employer agrees to make contributions to the Heating, Piping and Refrigeration Pension Fund for all hours worked by all employees whose wages are covered by this collective bargaining agreement in accordance with Article XXI and transmit these monies with other sums as outlined in Article XXI to the Central Depository. This sum is then to be allocated and sent by the Central Depository to the Trustees of the Heating, Piping and Refrigeration Pension Fund as indicated.

138. The Association and the Union shall each designate three Trustees to administer and control the Heating, Piping and Refrigeration Pension Fund. The Heating, Piping and Refrigeration Pension Fund shall be a separate and distinct Trust Fund and shall comply in all respects with Section 302 of the Labor-Management Relations Act. The Association and the Union have executed a written Pension and Retirement Trust Agreement, setting forth the terms and conditions of the Pension and Retirement Benefits to be paid to all journeymen pipefitters and apprentices covered by this Agreement.

139. The Trustees of the Heating, Piping and Refrigeration 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 fund's jurisdiction will not lose credit or eligibility for benefit in their home fund. The Trustees shall determine the terms of such reciprocal agreements.

140. By signing a separate participation agreement with the Trustees, the employer may continue contributions to the Heating, Piping and Refrigeration Pension Fund for any compensated employees who were previously covered by the Fund as members of the bargaining unit and who are continuing to supervise work covered by this collective bargaining agreement. The Trustees shall, in their sole discretion, determine the terms of such participation agreement.

ARTICLE XXX

Retirement Savings Fund

141. The Association and the Union agree to establish, effective August 1, 1998, the Steamfitters Local 602 Retirement Savings Fund. Employers signatory to this agreement hereby agree to make contributions to the Steamfitters Local 602 Retirement Savings Fund for all hours worked by all employees whose wages are covered by this collective bargaining agreement in accordance with Article XXI and transmit these monies with other sums as outlined in Article XXI. This sum is then to be allocated and sent by the Central Depository to the Trustees of the Steamfitters Local 602 Retirement Savings Fund as indicated.

142. The Association and the Union shall each designate three Trustees to administer and control the Steamfitters Local 602 Retirement Savings Fund. The Steamfitters Local 602 Retirement Savings Fund shall be a separate and distinct Trust Fund and shall comply in all respects with Section 302 of the Labor-Management Relations Act. The Association and Union Trustees will execute a written Trust Agreement and a written Plan of Benefits setting forth the terms and conditions of the retirement savings program.

143. The Trustees of the Steamfitters Local 602 Retirement Savings Fund are authorized to enter into reciprocal agreements with Trustees of other Pension Funds providing for the transfer of contributions between funds on behalf of employees temporarily working outside their home fund's jurisdiction. The Trustees shall determine the terms of such reciprocal agreements.

144. By signing a separate participation agreement with the Trustees, the employer may continue contributions to the Steamfitters Local 602 Retirement Savings Fund for any compensated employees who were previously covered by the Fund as members of the bargaining unit and who are continuing to supervise work covered by the collective bargaining agreement. The Trustees shall, in their sole discretion, determine the terms of such participation agreements.

ARTICLE XXXI

Apprenticeship Fund

145. The Association and the Union agree to operate through Trustees the Heating, Piping and Refrigeration Apprenticeship Fund for the training of apprentices and education and training of journeymen pipefitters. The Employer agrees to make contributions to the Heating, Piping and Refrigeration Apprenticeship Fund for all hours worked by all employees whose wages are covered by this collective bargaining agreement in accordance with Article XXI and transmit these monies with other sums as outlined in Article XXI. This sum is then to be allocated and sent by the Central Depository to the Trustees of the Heating, Piping and Refrigeration Apprenticeship Fund as indicated above.

146. The Association and the Union shall each designate three Trustees to administer and control the Heating, Piping and Refrigeration Apprenticeship Fund. The Heating, Piping and Refrigeration Apprenticeship Fund shall be a separate and distinct trust fund and shall comply in all respects with Section 302 of the Labor-Management Relations Act. The Association and the Union have executed a written Educational Trust Agreement, setting forth the objects and purposes of the Education Trust, and the powers and duties of the Trustees in administering the Heating, Piping and Refrigeration Apprenticeship Fund.

ARTICLE XXXII

Industry Fund

147. Industry Fund shall be administered by a Board of five (5) Trustees, to be elected by the membership of the Mechanical Contractors Association of Metropolitan Washington, Inc. The Union shall not participate in any way whatsoever in the administration of the Industry Fund or the distribution therefrom.

148. It is further expressly understood and agreed that said Industry Fund shall be applied in payment of the operating costs of Employer's Association, including, but not limited to, the expense of conducting public relations, public education as applied to the heating, piping and air conditioning industry; costs and expenses connected with the promotion of stability of relations between labor and management; Employers' costs of collective bargaining on an industry-wide basis; Employers' costs of Employers' representatives in the adjustment of grievances and in arbitration, and in comparable undertakings engaged in from time to time. Employers shall contribute 9¢ for each hour worked by journeymen and/or apprentices into this fund.

ARTICLE XXXIII

Communications and Productivity Fund

149. Employers signatory to this agreement hereby agree to make contributions to the Communications and Productivity Fund for all hours worked by all journeymen and apprentices whose wages are covered by this collective bargaining agreement in accordance with Article XXI and transmit these monies with the other sums as outlined in Article XXI. This sum is then to be allocated and sent by the Central Depository to the Communications and Productivity Fund as indicated.

150. It is understood and agreed that the Communications and Productivity Fund shall be used for the purposes of improving communication between representatives of labor and management; and labor and the community; to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the development of the mechanical industry; and to engage in public relations and public education for the advancement and expansion of the heating, piping and air conditioning industry.

ARTICLE XXXIV

Apprenticeship Training

151. It is hereby understood and agreed that the Association and Union shall maintain a Joint Apprenticeship Committee to be known as the Washington, D.C. Joint Steamfitting Apprenticeship Committee. It shall be composed of six (6) members, three (3) of whom shall be appointed by the Association and three (3) of whom shall be appointed by the Union.

152. The scope of duties and functions of this Joint Committee, the establishment of working rules, regulations for attendance at school sessions, apprenticeship standards, course of study, term of apprenticeship, and all details pertinent to the successful functioning of apprenticeship are contained in the Steamfitting Apprenticeship Agreement which in effect becomes part of this Agreement.

153. It is hereby understood and agreed that all employing contractors signatory to this Agreement will carry out the arrangements formulated by the Washington, D.C. Joint Steamfitting Apprenticeship Committee concerning the establishment of day school for pipefitter apprentices.

154. In order to provide diversity of training and work opportunities, the Joint Apprenticeship Committee shall have full authority to transfer apprentices from one job or Employer to another, on a yearly rotation. All transfers and assignments for work shall be issued by the Committee through the Business Manager. This will be applicable to new apprentices henceforth.

ARTICLE XXXV

Payments to Trust Funds

155. The Employer contributions and the employee deductions are listed in Article XXI.

156. Each Employer covered by this Agreement agrees to pay the amount listed in Article XXI for each hour worked (including reporting time) by all journeymen pipefitters and apprentices, to the depository so designated by the Trustees, which depository shall be the central depository of such funds. Payment shall be made by one check. Payments are to be allocated by the central depository and transferred in accordance with schedule, Article XXI.

157. As of January 1, 1996, all Contractors are required to post a cash bond. Requirements to be determined 30 days prior to effective date. As of this date Contractors have 60 days in which an insurance certificate must be presented to the Union. If no such bond is obtained, the Union employees will be removed from the jobs of such delinquent Employer.

158. The payments to be made in accordance with Article XXI shall be made by Employer on or before the fifteenth (15th) day following the end of each calendar month. Employer shall, within fifteen (15) days from the end of each calendar month, transmit to the Association, Union and Trustees a report containing:

- (a) The names and Social Security number of persons to whom this Agreement is applicable and who have been in the employ of Employer during such calendar month.
- (b) The number of hours during said calendar month for which compensation (including compensation for reporting and waiting time) was payable.

- (c) Such other information required by the respective Board of Trustees and/or Funds for the proper administration thereof.

159. In the event the payments provided for in paragraphs 155 and 156 of this Article are not paid within fifteen (15) days following the end of each calendar month, then Local Union 602 shall treat such failure as a breach of contract and remove employees represented by the Union from the jobs of such delinquent Employer.

160. The Heating, Piping and Refrigeration Medical Fund; Heating, Piping and Refrigeration Apprenticeship Fund; Heating, Piping and Refrigeration Pension Fund; Heating, Piping and Refrigeration Retirement Savings Plan shall each be administered by a Board of six trustees, three to be appointed by the Union and three to be appointed by the Association.

161. The parties hereto agree that payments made in accordance with this Article are, together with the report form, due on the fifteenth (15th) day following the end of each calendar month. In the event Employer is in default, the amount of damage to each of the funds resulting from the default shall be by way of liquidated damages and not as a penalty, a sum equal to 15% of the delinquent payment but not less than the sum of twenty dollars (\$20) for each month a report or reports are delinquent to the fund, which amount shall be added to and become a part of said amount due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. Thereafter, the Collection Committee may require the delinquent Employer to post a cash bond equal to twice the average monthly payments to the Funds during the preceding one year. In addition to the amount due in liquidated damages and the cash bond, the individual Employer shall be obligated to pay all reasonable expenses incurred by each of the funds in the collection of the same through litigation including, but not limited to, reasonable attorneys' and accountants' fees, cost of attachment and court costs.

162. There is hereby established a committee, known as the "Local No. 602 Trust Fund Collection Committee," composed of one representative from the local union and two from the Association who are vested with full authority and responsibility of collecting all payments payable to the respective trust funds by any Employer signatory to the collective bargaining agreement with U.A. Local No. 602. Said Committee is authorized and empowered to enforce provisions of Article XXXV of Local No. 602 Agreement.

ARTICLE XXXVI

Temporary Heating and Cooling

163. *Heat.* The firing of permanent heating systems operated for temporary heat purposes, whether gas fired, fired by stokers, oil burners, by hand or heat applied through stations consisting of pressure reducing valves or other

auxiliaries, shall be done by journeymen pipefitters and paid for at the rate of straight time.

164. *Refrigeration and Air Conditioning.* This includes the operation of air conditioning and refrigeration equipment on temporary basis. The pipefitter shall meet any arising emergency to the best of his ability, with the objective of protecting the property and interest of his Employer.

165. The Employer may delegate a working pipefitter to attend the temporary operation of any installation used for temporary heating and cooling during his regular work day, within the meaning of this ruling.

166. This ruling shall not apply to systems containing 1,500 square feet of radiation or less.

ARTICLE XXXVII

Separability

167. This Agreement has been written by the parties hereto, to the best of their knowledge and belief in accordance with all existing Federal, State and Municipal Legislation. However, if any article, section, paragraph, sentence or clause of this Agreement is held to be illegal by a court of competent jurisdiction, such part or parts shall be immediately eliminated from the Agreement by joint agreement of both parties. All other provisions of this Agreement shall continue to remain in full force and effect for the duration of the Agreement.

ARTICLE XXXVIII

Dues Check Off

168. A Dues Check Off system may be implemented upon proper and timely notification to all signatory Employers.

ARTICLE XXXIX

Layoff

169. Consistent with Article III of this Agreement, any decision to lay off employees and the number of employees to be laid off shall remain within the exclusive discretion of the Employer. When the Employer decides at any given time that a layoff is in order, it shall lay off employees in the following manner. First, it shall lay off employees in Category 3, then it shall lay off employees in Category 2; and, finally, it shall lay off those in Category 1. Within categories, the Employer shall have total discretion over who is laid off and who is not.

170. Notwithstanding this preferred order of layoff, any Employer may retain an employee and not lay that employee off if the Employer concludes

that such employee has special skills, as set forth in paragraph 84, not possessed by an employee in a higher category. In any dispute regarding a lay-off selection based on special skills, the Union shall bear the burden of proof.

ARTICLE XL

Mechanical Helper

171. The mechanical helper can assist the journeyman in any capacity covered under the scope of this Agreement. It is understood and agreed that no Employee in the mechanical helper classification is to be indentured.

172. Under the Basic Construction Agreement, the mechanical helper can perform the following duties:

- (1) Loading, unloading, distribution and stockpiling of materials and equipment.
- (2) Loading and unloading of tools.
- (3) Tool cleaning and pick up activity.
- (4) Job clean up activity.
- (5) Cleaning of equipment.
- (6) Cutting, patching and grouting under the direction of a journeyman.
- (7) Service contractor's equipment.
- (8) Setting up and tearing down scaffolding.

173. A mechanical helper is an unskilled craftsperson and is only allowed to perform unskilled duties.

174. *Ratio of Journeymen, Apprentices and Mechanical Helpers.* For the purpose of this Agreement the following ratio of Journeymen, Apprentices and Mechanical Helpers will be permitted:

- (1) The first hires shall be one (1) building trades journeyman.
- (2) The next two (2) hires can consist of one (1) apprentice and one (1) mechanical helper.
- (3) The fourth (4) and fifth (5) person hired shall be building trades journeymen.
- (4) Additional Employees required in excess of five (5) shall be hired at the same ratio as provided in subparagraphs 1-3 set forth above.

175. Wage and Fringe Payments, effective August 1, 2000 through July 31, 2002.

First Year	\$ 9.25
Time & One-Half	\$13.88
Double Time	\$18.50
Working a paid holiday,	
Double Time & One-Half	\$23.13
Shift Work @ 15% 5 days	\$10.64
Second Year	\$ 9.75
Time & One-Half	\$14.63
Double Time	\$19.50
Working a paid holiday,	
Double Time & One-Half	\$24.38
Shift Work @ 15% 5 days	\$11.21
Third Year	\$10.60
Time & One-Half	\$15.90
Double Time	\$21.20
Working a paid holiday,	
Double Time & One-Half	\$26.50
Shift Work @ 15% 5 days	\$12.19
Fourth Year	\$11.90
Time & One-Half	\$17.85
Double Time	\$23.80
Working a paid holiday,	
Double Time & One-Half	\$29.75
Shift Work @ 15% 5 days	\$13.69*
Paid by the Employer on Mechanical Helpers	
Medical Fund	\$3.305
Industry Fund	\$0.090
No other Fringes to be paid on Mechanical Helpers	
No Pension, Annuity or Apprentice Fund.	

176. Effective 8/1/2002 to 7/31/2003 a \$.50 cent increase will be applied to the base wage rate.

177. Effective 8/1/2003 to 7/31/2004 a \$.50 cent increase will be applied to the base wage rate.

ARTICLE XLI

Modification, Termination and Duration


178. This Agreement shall become effective August 1, 2001 and shall remain in full force and effect until midnight, July 31, 2004 and from year to year thereafter, unless either party, ninety (90) days prior to July 31, 2004 or of any succeeding year, shall give notice in writing to the other party of its intention to terminate or amend. If no changes are requested then this Agreement must be self-renewing for a period of one (1) year from midnight of July 31, 2004. No change in this shall be made for the period covered by this Agreement except by mutual consent of both parties.

179. IN WITNESS WHEREOF, these parties by their duly authorized representatives, agree and subscribe to the foregoing:


For MECHANICAL CONTRACTORS ASSOCIATION OF METROPOLITAN WASHINGTON, INC.



Brooke Greer




Michael Mack

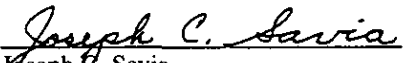


Larry Zimmerman

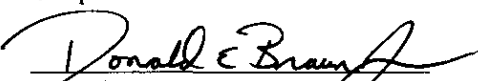
For LOCAL UNION No. 602, UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA



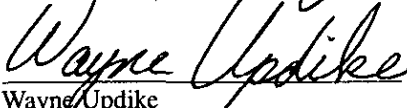
William C. Lamm



Joseph C. Savia



Donald Braun, Jr.



Wayne Updike

Appendix A

The following work, consisting of the trade jurisdiction of the United Association as set forth in its current constitution, shall be assigned to pipefitters and apprentices covered by this Agreement, except for such work hereinafter listed that is legitimately the work of Plumbers or Sprinkler Fitters or other craftsmen represented by the United Association.

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

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

3. 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.

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

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

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

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

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

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

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

11. 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.

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

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

14. All piping for pneumatic vacuum cleaning systems of every description.

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

16. All marine piping, and all piping used in connection with shipbuilding and shipyards.

17. All power plant piping of every description.

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

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

20. All soot blowers and soot collecting piping systems.

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

22. 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.

23. 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.

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

25. The setting and erecting of all underfed 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.

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

27. 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.

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

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

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

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

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

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

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

35. 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.

36. 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, and aeration basins.

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

38. All air piping of every description.

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

40. 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.

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

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

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

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

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

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

47. 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.

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

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

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

APPENDIX B
MEMORANDUM OF AGREEMENT
By and between
**Mechanical Contractors Association
of Metropolitan Washington, Inc.**
and
**Steamfitters Local Union No. 602 ("Union")
of the
United Association of Journeymen and
Apprentices of the Plumbing and Pipe
Fitting Industry of the United States
and Canada
("United Association")**

WHEREAS, the parties to this Memorandum of Agreement recognize that drug abuse by any employee may seriously endanger other employees as well as the public and adversely affect work performance in this very competitive industry; and

WHEREAS, the parties have agreed to adopt the following substance abuse policy subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The parties hereby adopt the United Association National Pipe Line Substance Abuse Policy, as the same was adopted by the Pipe Line Contractors Association and the United Association on May 1, 1990 (the "Policy"), for all work coming within the geographic and work jurisdiction of that certain Agreement of the parties made and effective the first day of September, 1993 (the "Agreement"), except as the Policy may be modified by the other terms of this Memorandum of Agreement as hereinafter set forth.

2. The Policy shall only be observed, with respect to employees of an employer covered by the Agreement, in the event such employer is required by an owner, client, user, general contractor or by federal or state law or regulation to establish its own drug policy for a particular job and/or if such employer elects to establish a drug policy for a particular job. In no event shall this Memorandum of Agreement be construed to require an employer covered by the Agreement to adopt the Policy on those jobs where it neither is required, nor elects, to establish a drug policy.

3. The Policy shall not serve as the drug policy on any job for which an employer covered by the Agreement is required to adopt and observe the drug policy established by an owner, client, user, general contractor or by federal or state law or regulation, regardless of whether the same is more or less restrictive than the terms of the Policy.

4. In the event the Policy is amended or modified in any respect at any time in the future by the Pipe Line Contractors Association and United Association, the terms of any such amendment or modification shall not be deemed to be a part of the Policy for purposes of this Memorandum of Agreement unless and until the Association and the Union mutually agree in writing to the terms of such amendment or modification, as confirmed by an amendment to this Memorandum of Agreement.

5. For purposes of this Memorandum of Agreement, ARTICLE VI (DURATION) of the Policy hereby is eliminated.

6. The Policy shall remain in effect for a period of time to coincide with the term of the Agreement. The Association and the Union agree that either one may move annually to reopen the Policy for purposes of modification or termination by mutual agreement by giving notice sixty days prior to the anniversary date of the execution of the Agreement.

Except as expressly and specifically modified and amended above, the parties hereby ratify and confirm the terms and conditions of the Agreement.

Random drug testing may be allowed in accordance with the U.A. National Pipe Line Substance Abuse Policy. Provided that all contractor employees, both office and field personnel are tested before random testing begins. All new hires may be subject to testing.

ARTICLE I

Fitness of Duty

1. The Association and the Union agree that a drug-free workplace is critically important and that drug abuse by any employee may seriously endanger workplace safety and negatively impact work performance. In order to be considered fit for duty, an employee must be drug free.

2. The Employers who administer drug tests pursuant to the Substance Abuse Policy set forth in Appendix B shall have the affirmative duty of notifying the Union in writing when an employee is denied employment or removed or laid off from employment because of a positive drug test.

3. Upon notification from an Employer that an employee has tested positive for drugs, such an employee shall be considered unfit for duty and also unfit for referral as follows:

- a. For a first offense in a twelve-month period, the employee shall be ineligible for referral for a period of two weeks and after that two week period of ineligibility for referral, fitness for duty and for referral shall be reestablished by the employee's presentation of a certifica-

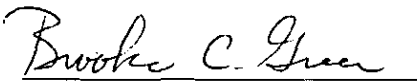
tion from an approved laboratory that the employee has passed a drug test administered in accordance with the guidelines of Appendix B. The cost of such drug test shall be borne by the employee.

- b. For a second offense in a twelve-month period, the employee shall be ineligible for referral for a period of thirty days and after that fitness for duty and for referral shall be reestablished by the employee's presentation of certification from an approved laboratory that the employee has passed a drug test administered in accordance with the guidelines of Appendix B. The cost of such drug test shall be borne by the employee.
- c. For a third offense in a twelve-month period, the employee shall be ineligible for referral for a period of six months and after that fitness for duty and for referral shall be reestablished by the employee's presentation of a certification from an approved laboratory that the employee has passed a drug test administered in accordance with the guidelines of Appendix B. The cost of such drug test shall be borne by the employee.

4. Employers who hire employees directly rather than as the result of a referral from the Union, shall have the right to contact the Union to ascertain if an applicant is fit for duty or referral under this Article of the contract.

Signed and effective this 1st day of August, 2001.

For MECHANICAL CONTRACTORS ASSOCIATION OF METROPOLITAN WASHINGTON, INC.



Brooke Greer
Conference Chairman

For STEAMFITTERS LOCAL UNION No. 602, UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA



William Lamm
Business Manager/Financial Secretary

SUPPLEMENTAL SERVICE AGREEMENT

between

**Mechanical Contractors Association
of Metropolitan Washington, Inc.**

and

**Steamfitters Local Union No. 602
United Association**

Effective August 1, 2001 through July 31, 2004

INDEX

Article		Page
	Articles of Supplemental Agreement.....	5
I	Recognition	6
II	Geographical Territory.....	6
III	Scope of Work.....	6
IV	Management Rights	6
V	Classification of Employees	7
VI	Non-Exclusive Hiring	8
VII	Supervision.....	8
VIII	Hours of Work.....	8
IX	Wages	11
X	Car Allowance.....	14
XI	Paydays	14
XII	Reporting Pay	14
XIII	Medical Fund.....	14
XIV	Pension Fund.....	14
XV	Retirement Savings Fund	14
XVI	Apprenticeship Fund	15
XVII	Communication & Productivity Fund	15
XVIII	Industry Fund	15
XIX	Payments of Trust Fund.....	15
XX	Bereavement Pay	15
XXI	Apprenticeship Training	15
XXII	Tools	15
XXIII	Vacations.....	16
XXIV	Grievance and Arbitration Procedure.....	16
XXV	Workers' Compensation	16
XXVI	Policy on Use of Company Vehicles	16
XXVII	Emergency Service During Work Stoppage	16
XXVIII	Dues Check Off	17
XXIX	Layoff.....	17
XXX	Modification, Duration and Termination	17
	Appendix B	19
	Article I to Appendix B — Fitness of Duty.....	20

ARTICLES OF SUPPLEMENTAL AGREEMENT

1. This Agreement, entered into this 1st day of August, 1998 by and between the Mechanical Contractors Association of Metropolitan Washington, Inc., hereinafter called the "Employer," and in behalf of all contractor members of said Association (a list of all contractor members of the Association is attached to this Agreement) and Local Union No. 602 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada (AFL-CIO), hereinafter known as the "Union," shall be a supplement to and become part of the Agreement entered into by the Employer and the Union effective August 1, 2001 to July 31, 2004 (hereinafter referred to as the "Basic Agreement").

2. WHEREAS, the Employer has employed, now (employees,) and will employ employees represented by the Union for operation, inspection, preventive maintenance, evacuation, charging, start-up, servicing, renovation, modifications, cleaning, testing, balancing, and repair work on any refrigeration, heating, ventilating, or air conditioning equipment after the same has been placed in operation, and expects to continue to employ such employees because of their skills and experience in performing this work, and

3. WHEREAS, the Employer has promised the sale of services covering operation, inspection, evacuation, charging, start-up, servicing, maintenance, renovation, modifications, cleaning, testing and balancing, and repairs of such systems to a substantial degree and plans to continue such endeavor despite the serious competitive problems associated with competitors employing mechanics under conditions much more favorable to said competitors than employers employing mechanics under labor agreements with the union, and

4. WHEREAS, the Employer and the Union desire to mutually establish and stabilize hours and working conditions for journeymen, apprentices and tradesmen employed by said Employer for mechanical equipment service, maintenance and operation.

5. NOW, THEREFORE, the Employer and the Union, in consideration of the mutual premises and covenants herein contained, mutually agree that all contractor members of the Employer and other nonmember contractors signatory to the Basic Agreement who maintain separate Service Departments, or whose major business is service or maintenance work may apply the terms of this Supplemental Agreement where inconsistent with the Basic Agreement, but only on work covered by this Supplemental Agreement; that is, adjustment, replacement and other such repairs which may be required on any refrigeration, heating, ventilating, or air conditioning equipment after the same has been placed in operation. All other provisions of the Basic Agreement shall be fully applicable on such work.

ARTICLE I

Recognition

6. The Employer recognizes the Union as the sole and exclusive bargaining representative for all Mechanical Equipment Service and Maintenance Journeymen who are hereinafter called "Journeymen," all Mechanical Equipment Service and Maintenance Apprentices hereinafter called "Apprentices" and Residential Tradesmen in the employ of the Employer in respect to wages, hours and other terms and conditions of employment, on any work in the mechanical equipment service and maintenance industry described in this Agreement.

ARTICLE II

Geographical Territory

7. The territorial jurisdiction covered by this Agreement includes: District of Columbia; counties of Montgomery, Prince Georges, Charles, St. Mary's, Calvert and part of Anne Arundel, all in the State of Maryland; and the counties of Arlington, Fairfax, Prince William, Loudoun, Fauquier, Clarke, Stafford, parts of King George, Warren, Frederick and Westmoreland; and the cities of Alexandria, Falls Church, Fairfax City, Winchester and Fredericksburg, all in the State of Virginia.

ARTICLE III

Scope of Work, Mechanical Service and Maintenance

8. Mechanical Service Work Definition. Anything which is necessary to keep facilities operating in an efficient manner. This work shall include the inspection, service, maintenance, start-up testing, balancing, adjusting, repair, modification and replacement of mechanical A/C refrigeration, heating equipment and related controls and piping including all other service, maintenance and operation work assigned by the customer. Temporary systems are to be considered service work. None of the above shall exceed the existing BTU capacity already in place in a facility. If capacity is increased, it shall be considered construction work and those conditions and rates shall apply.

9. Non-bargaining unit employees of the Employer or the Employer's vendors or contractors may perform work of a technical nature related to diagnosing problems, or for the purpose of instruction and training only.

ARTICLE IV

Management Rights

10. The management of the Employer's business, including but not limited to the direction of the working force, the right to hire, to plan, direct, control, and schedule all operations (including the scheduling of the work force), the right to establish, eliminate, change or introduce new or improved methods,

machinery, quality standards, or facilities is the sole and exclusive prerogative and responsibility of the Employer. All rights not specifically nullified by this Agreement are retained by the Employer.

11. The Employer is vested with the right to relieve employees from duty because of lack of work or other legitimate reasons, to promote, suspend, demote, transfer or discharge for cause in line with this Agreement.

12. The Union shall not sanction any employee performing any work covered under this Agreement after his regular working hours for other than his current employer.

13. Because of the nature of work conditions where employees are before the general public, it shall be an option of the Employer to supply or buy company work uniforms, to be maintained by the employees and worn during working hours. Neat and clean appearance by employees during working hours will be enforced by the Employer.

ARTICLE V

Classification of Employees

14. Mechanical Equipment Service and Maintenance Journeymen must be skilled craftsmen in their trade, and have a minimum of five (5) years actual, practical working experience in the plumbing and pipefitting and/or mechanical equipment service and maintenance industry. They may be required to pass a satisfactory examination as to their special skill. They shall be allowed to perform all of the work covered under this Agreement.

15. Mechanical Equipment Service and Maintenance Apprentices shall be governed by this Agreement, except that they shall, after their first year of apprenticeship, be allowed to perform all work limited only by their capabilities, as defined as being work in the mechanical equipment service and maintenance field, and they shall be under the direction of a qualified journeyman. They shall be allowed to assume journeyman duties upon entering their fifth year of apprenticeship at the respective apprentice rate of pay.

16. The Residential Tradesmen classification is established to develop additional work for the signatories hereto. Work covered under this classification:

- a. Light commercial refrigeration and/or condition systems are defined as those serving a single business; the air conditioning systems shall not total more than 15 tons and the refrigeration system shall not total more than 15 tons.
- b. Residential is defined as single homes, townhouses, garden type apartments and multi-story apartments with individual units not to exceed 5 tons.
- c. Heat pumps are defined as package units not to exceed 5 tons. Split systems are excluded from this classification.
- d. Any work done by journeymen prior to 2/1/77 will remain the work of journeymen.

17. The mechanical helper can perform all preventive maintenance work. Preventive maintenance work is defined as such work as oiling and greasing of equipment, checking, tightening and replacing belts, changing filters, tower and coil cleaning and water treatment, general housekeeping, delivery truck driving of parts of equipment trucks and systems operation under contract with customer and indoor air quality (IAQ) related work. Where this work is done on a periodical or routine service call and first service call on new service contracts, they shall be under the direction of a qualified journeyman. A mechanical helper is an unskilled craftsman and is only allowed to perform unskilled duties. It is understood and agreed that no employee in the mechanical helper classification is to be indentured.

18. *Ratio of Journeymen, Apprentices and Mechanical Helpers.* For the purpose of this Agreement the following ratio of Journeymen, Apprentices and Mechanical Helpers will be permitted:

- (1) The first hires shall be one (1) building trades journeyman.
- (2) The next two (2) hires can consist of one (1) apprentice and one (1) mechanical helper.
- (3) The fourth (4) and fifth (5) person hired shall be building trades journeymen.
- (4) Additional Employees required in excess of five (5) shall be hired at the same ratio as provided in subparagraphs 1-3 set forth above.

19. Any violation of the above work assignment will result in the Employer being called before the Conference Board. Such violation will result in a fine levied against the Employer and monies will be paid to the Heating, Piping and Refrigeration Apprenticeship Fund.

ARTICLE VI

Non-Exclusive Hiring

20. All terms and conditions of Article XVI, Paragraphs 76 through 90 of the Basic Construction Agreement apply to this Article.

ARTICLE VII

Supervision

21. On any specific job employing four (4) or more men, one shall be designated foreman.

ARTICLE VIII

Hours of Work, Overtime, Shift Work and Standby

22. *Hours of Work.* The regular eight-hour work day may be scheduled during the hours between 4:00 a.m. and 5:30 p.m. from Monday through Friday. Work may be scheduled during any twenty-four (24) time period pro-

vided the employee is paid at the appropriate base rate and overtime rate as spelled out in this Article VIII.

23. By mutual consent of the Employer and employee a ten (10) hour day, four (4) day work week may be scheduled, including Saturday and Sunday. Should Saturday and Sunday be included, these two days shall be paid at the base rate plus 15%. The employee shall be paid one and one-half times the base rate for each hour worked over the scheduled 10 hours in any one day and beyond 40 hours in a scheduled work week.

24. By mutual consent of the Employer, the Employee and the Union, the starting and quitting time of a normal established work day of eight (8) hours for the one employee may be set or changed for any or all employees.

25. The Employer shall give one (1) hour's notice of layoff to an employee to enable said employee to return the tools of the Employer that are in his possession and to gather his personal effects.

26. Employees shall be allowed one hour with pay to vote in election of union officers. In order to be paid for this hour, employee must furnish his Employer with proof, from the Union election officer, that he cast his vote.

27. *Overtime.* All time worked before and after the regularly established work hours and a twenty-four (24) hour period, Monday through Friday inclusive, shall be at a rate of pay not to exceed time and one-half employee's regular base rate of pay. Working on a **paid** holiday shall be paid at double time and one-half the base rate of pay. The employee must work 40 hours of regular straight time Monday through Friday to be paid at the overtime rate. Saturday hours may be used to complete the 40 hours, at the employees options. All other hours on Saturday are to be paid at time and one-half the base rate. The employer must provide 40 hours of regular straight time during the week or this does not apply. Sunday and holidays shall remain overtime days. The following are the exceptions to this policy: prior notification to the Employer, death in the immediate family, disabling job injury, major illness, scheduled vacation time and new hires. The Joint Conference Committee will settle any disputes.

28. The recognized holidays within this agreement shall be observed: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day. These holidays shall be celebrated on the same day as recognized by the Federal Government. Work scheduled during one of the aforementioned unpaid holidays shall be paid at a rate not to exceed one and one-half times the base wage rate. August 1, 2001 the following holidays will be paid: Labor Day, Christmas Day and New Year's Day. August 1, 2002 add to the existing paid holidays: Independence Day, Thanksgiving Day and President's Day. The day after Thanksgiving may be substituted for President's Day. One or the other shall be observed. August 1, 2003 add to the existing paid holidays: Veterans Day, Martin Luther King Jr.'s Birthday and Memorial Day. If the employee works on a **paid** holiday, the employee will be paid at double time and one-half of the base wage rate.

29. To qualify for paid holidays, you must work 40 hours of regular straight time the two weeks prior to the holiday and one week after the holiday. The holiday will be paid in the payroll period in which the holiday falls. If the employee does not fulfill this obligation with regards to the 40 hour policy as stated in this Article VIII paragraph 27, the week following the paid holiday the contractor has the right to withdraw the paid holiday in that pay period. During this three-week period the contractor must provide 40 hours of regular straight time each week. If the contractor lays the employee off two weeks prior to the holiday, they must pay the employee for the holiday. If an employee is hired and had previously been unemployed prior to the two week proceeding the holiday the contractor shall pay the employee for the holiday. If an employee is fired, the contractor does not have to pay the employee for the holiday. The following are the exceptions to this policy; prior notification to the employer, death in the immediate family, disabling job injury, major illness, and scheduled vacation time with the three-week period mentioned above. All disputes will be settled by the Joint Conference Board.

30. *Shifts.*

a. By mutual consent of the Employer, Employee and the Union, any consecutive five (5) days of work may be scheduled, including Saturday, Sunday and holidays. Saturday, Sunday and holidays shall be paid at the base rate plus 15%. The employee working overtime shall be paid in accordance with Article VIII, Paragraph 27.

b. By mutual consent of the Employer, Employee and the Union, any consecutive four (4) days of work may be scheduled, including Saturday, Sunday and holidays. Saturday, Sunday and holidays shall be paid at the base rate plus 20%. The employee working overtime shall be paid in accordance with Article VIII, Paragraph 27.

c. By mutual consent of the Employer, Employee and the Union, any consecutive three (3) days of work may be scheduled, including Saturday, Sunday and holidays. Saturday, Sunday and holidays shall be paid at the base rate plus 25%. The employee working overtime shall be paid in accordance with Article VIII, Paragraph 27.

31. When so elected by the Employer, multiple shifts on a temporary basis may be worked. When two (2) or three (3) shifts are worked, the first shift shall be the day shift and shall be established on an eight (8) hour basis, the second and third shifts shall be on an eight (8) hour basis paid at a rate not to exceed 15% above the hourly rate of the first shift. Temporary shift shall be a minimum of five (5) consecutive days.

32. *Standby.* Standby beyond the regular work schedule shall not be required without compensation. This compensation to be reviewed by the Shop Steward or one employee representative and employer representative. Results are to be sent to the Business Manager.

33. *Weather Day.* When a General Contractor closes a job or portion of a job for weather reasons only, that effect the mechanical sub contractor, this lost time can be made up on Saturday at the workers option for straight time.

SUPPLEMENTAL SERVICE AGREEMENT

ARTICLE IX

Wages, Fringes

34. The following is a breakdown of wages, contributions and deductions, effective August 1, 2001 through July 31, 2002.

		1st Year Apprentice 45%	2nd Year Apprentice 55%	3rd Year Apprentice 65%	4th Year Apprentice 75%	5th Year Apprentice 85%
Journeyman						
Straight Time.....	26.71	12.38	15.14	17.36	20.03	21.37
Time & One-Half.....	40.07	18.58	22.70	26.04	30.05	32.05
Double Time	53.42	24.77	30.27	34.72	40.07	42.74
Working a Paid Holiday, Double Time and One-Half.....	66.78	30.96	37.84	43.40	50.09	53.43
Shift Work @ 15% 5 days	30.72	14.24	17.41	19.97	23.04	24.58
Shift Work @ 20% 4 days	32.05	14.86	18.16	20.83	24.04	25.64
Shift Work @ 25% 3 days	33.39	15.48	18.92	21.70	25.04	26.71

Employer

Contributions

Medical Fund.....	3.305	3.305	3.305	3.305	3.305	3.305
Pension Fund.....	4.19	.25	.35	.45	.55	4.19
RSP.....	.81	—	—	.81	.81	.81
Apprenticeship Fund....	.325	.325	.325	.325	.325	.325
Int. Training Fund .....	.05	.05	.05	.05	.05	.05
Industry Fund .....	.090	.090	.090	.090	.090	.090
Communication/ Productivity Fund ....	.04	.04	.04	.04	.04	.04
Total Package.....	35.52	16.44	19.30	22.43	25.20	30.18

New wage and fringe rates for Local #602, **effective August 1, 2001**. These rates will remain in effect until July 31, 2002. The wage rate will increase by \$1.50 per hour on both August 1, 2002 and August 1, 2003.

35. *Residential Tradesmen*. \$1.00 per hr. increase 8/1/2001 - 7/31/2002, \$1.00 per hr. increase 8/1/2002 - 7/31/2003, \$1.00 per hr. increase 8/1/2003 - 7/31/2004.

Straight Time	14.15
Time & One-Half	21.23
Double Time	28.30
Working a Paid Holiday, Double Time & One-Half	35.38
Shift Work @ 15% 5 days	16.27
Shift Work @ 15% 4 days	16.98
Shift Work @ 15% 3 days	17.69

Employer Contributions

Medical Fund	3.305
Pension Fund	4.19
RSP .....	.81
Apprenticeship Fund .....	.325
Int. Training Fund .....	.05
Industry Fund .....	.090
Communication/ Productivity Fund .....	.04
Total Package	22.96

36. *Helper's Wages.* Wage and Fringe Payments, effective August 1, 2001 through July 31, 2002.

First Year	\$ 9.25
Time & One-Half	\$13.88
Double Time	\$18.50
Working a paid holiday, Double Time & One-Half	\$23.13
Shift Work @ 15% 5 days	\$10.64
Second Year	\$ 9.75
Time & One-Half	\$14.63
Double Time	\$19.50
Working a paid holiday, Double Time & One-Half	\$24.38
Shift Work @ 15% 5 days	\$11.21
Third Year	\$10.60
Time & One-Half	\$15.90
Double Time	\$21.20
Working a paid holiday, Double Time & One-Half	\$26.50
Shift Work @ 15% 5 days	\$12.19
Fourth Year	\$11.90
Time & One-Half	\$17.85
Double Time	\$23.80
Working a paid holiday, Double Time & One-Half	\$29.75
Shift Work @ 15% 5 days	\$13.69

Paid by the Employer on Mechanical Helpers

Medical Fund	\$3.305
Industry Fund	\$0.090

No other Fringes to be paid on Mechanical Helpers

No Pension, Annuity or Apprentice Fund.

37. Effective 8/1/2002 to 7/31/2003 a \$.50 cent increase will be applied to the base wage rate.

38. Effective 8/1/2003 to 7/31/2004 a \$.50 cent increase will be applied to the base wage rate.

39. *Foreman*. All terms and conditions of Article XXI, Paragraphs 112, 113, 114, 115 and 116 of The Basic Construction Agreement apply to this Article.

ARTICLE X
Car Allowance

40. Employees required to use their cars for carrying tools and material to go from job to job will be allowed \$8.00 per day for the first 20 miles of car operation and thirty-five (\$.35) cents per mile thereafter and all parking charges only when necessary.

ARTICLE XI
Paydays

41. Paydays shall be once each week no later than the third working day following the end of the Employer's weekly payroll period. Employees are to be paid at the option of the Employer in cash or negotiable payroll check. When employees are laid off or discharged, they shall be immediately paid all wages due.

42. Electronic Pay. See Const. Agreement.

ARTICLE XII
Reporting Pay

43. When an employee reports for work, and is not given the opportunity to work, and was not notified before the completion of the previous day's work, he shall be paid two (2) hours reporting time. When an employee has started to work in the morning he shall be paid not less than four (4) hours' pay.

44. If an employee shall stop work for reasons of his own, he shall be entitled to pay only the hours actually worked in the day and the four (4) hours minimum condition shall not apply.

ARTICLE XIII
Medical Fund

45. All terms and conditions of Article XXVIII, Paragraphs 134, 135, and 136 of The Basic Construction Agreement apply to this Article.

ARTICLE XIV
Pension Fund

46. All terms and conditions of Article XXIX, Paragraphs 137, 138, 139, and 140 of The Basic Construction Agreement apply to this Article.

ARTICLE XV
Retirement Savings Fund

47. All terms and conditions of Article XXX paragraphs 141 through 144 of the Basic Construction Agreement apply to this Article.

ARTICLE XVI
Apprenticeship Fund

48. All terms and conditions of Article XXXI, Paragraphs 145 and 146 of The Basic Construction Agreement apply to this Article.

ARTICLE XVII
Communication & Productivity Fund

49. All terms and conditions of Article XXXIII, Paragraph 149 and 150 of the Basic Construction Agreement apply to this Article.

ARTICLE XVIII
Industry Fund

50. All terms and conditions of Article XXXII, Paragraphs 147 and 148 of The Basic Construction Agreement apply to this Article.

ARTICLE XIX
Payments of Trust Fund

51. All terms and conditions of Article XXXV, paragraphs 155 through 162 of the Basic Construction Agreement apply to this Article.

ARTICLE XX
Bereavement Day

52. A bereavement day for the death of a spouse, mother, father, or children. The member will be paid for this day.

ARTICLE XXI
Apprenticeship Training

53. All terms and conditions of Article XXXIV, paragraphs 151 through 154 of the Basic Construction Agreement apply to this Article.

ARTICLE XXII
Tools

54. Tools required for the employee in the performance of his duties as outlined shall be furnished by the Employer. Employees shall be responsible for tools, equipment, vehicles, instruments, etc., supplied by Employer, provided mutual security arrangements are made in the form of locked tool boxes, etc. Tools supplied by the Employer to the employee which are broken, damaged or stolen shall be repaired or replaced by the Employer. Establishment of carelessness or negligence on the part of the employee shall make the employee liable for replacement of lost or stolen tools. Contractors will provide

two (2) hard hats, the employee will be responsible for the third hard hat, except for damages incurred on the job site.

55. All journeymen and apprentices shall furnish their own rule and pump pliers as of September 1, 1985. It is understood and agreed that five cents of the 97¢ increase per hour effective on September 1, 1985 is allocated for the purchase of these tools.

ARTICLE XXIII

Vacations

56. Vacations shall be scheduled by mutual consent of the employer and employees; however, because of the seasonal nature of this work, off season months shall be utilized on this scheduling as much as possible.

ARTICLE XXIV

Grievance and Arbitration Procedure

57. All terms and conditions of Article XII, Paragraphs 64 through 71 of The Basic Construction Agreement apply to this Article.

ARTICLE XXV

Workers' Compensation

58. All terms and conditions of Article XVII, Paragraphs 91 through 93 of The Basic Construction Agreement apply to this Article.

ARTICLE XXVI

Policy on Use of Company Vehicles

59. Employee shall not use company vehicle for any personal use without Employer's authorization. Should an accident occur during such personal use due to employee's driving error, employee shall be liable for the deductible portion of the collision insurance only, not to exceed the deductible per accident. Use of company vehicle by employee for transportation to and from work will be negotiated between employee and employer.

60. The employee shall have the responsibility of immediately notifying the employer of any unsafe conditions of vehicle in his care, and the employer then has the responsibility to maintain the vehicle in a safe operating condition. Employees driving contractor owned or leased vehicles will adhere to a reasonable vehicle operating and written parking policy of that contractor.

ARTICLE XXVII

Emergency Service During Work Stoppage

61. In the event of an area strike at the expiration of this Agreement the Union shall furnish men during the period of the strike to the Employer for per-

formance of his service and maintenance operation to comply with his contract with the customer, and for the performance of emergency service work, whereby it affects the public welfare and the preservation of food and products and then only on equipment usually maintained or serviced by the Employer. Any Employee working under the conditions of this paragraph shall be bound by wages and conditions of the duly negotiated Agreement on its effective date.

ARTICLE XXVIII

Dues Check Off

62. A Dues Check Off system may be implemented upon proper and timely notification to all signatory Employers.

ARTICLE XXIX

Layoff

63. Consistent with Article III of this Agreement, any decision to lay off employees and the number of employees to be laid off shall remain within the exclusive discretion of the Employer. When the Employer decides at any given time that a layoff is in order, it shall lay off employees in the following manner. First, it shall lay off employees in Category 3, then it shall lay off employees in Category 2; and, finally, it shall lay off those in Category 1. Within categories, the Employer shall have total discretion over who is laid off and who is not.

64. Notwithstanding this preferred order of layoff, any Employer may retain an employee and not lay that employee off if the Employer concludes that such employee has special skills, as set forth in paragraph 84, not possessed by an employee in a higher category. In any dispute regarding a layoff selection based on special skills, the Union shall bear the burden of proof.

ARTICLE XXX

Modification, Duration and Termination


65. The provisions of the Basic Agreement dated August 1, 2001 between the Mechanical Contractors Association Metropolitan Washington, Inc., and Steamfitters Local No. 602, which are not in conflict with the provisions of this Supplemental Agreement shall be in full force and effect on all work performed by the Employer under this Supplemental Agreement.


66. It is understood and agreed between the signatories that this Supplemental Agreement shall be in force immediately as of August 1, 2001, and shall continue in force and effect until midnight, July 31, 2004. If notice to terminate or amend the Basic Agreement is given by either party in accordance therewith, such notice shall be automatically applicable to this Supplemental Agreement also, without specific reference hereto. Should either the Employer or the Union desire a change in this Supplemental Agreement upon its expiration, a notice in writing must be given

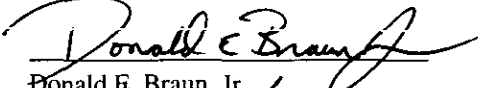
by the respective agreeing participants, each to the other, on or before April 1, 2004. If no changes are requested, then this Supplemental Agreement shall be self-renewing for a period of one (1) year from midnight of July 31, 2004.

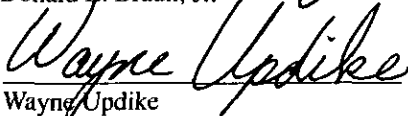
67. IN WITNESS WHEREOF, these parties by their duly authorized representatives, agree and subscribe to the foregoing:

For **LOCAL UNION No. 602, UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA**

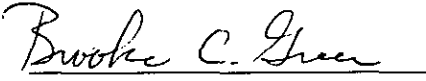

William C. Lamm



Joseph C. Savia

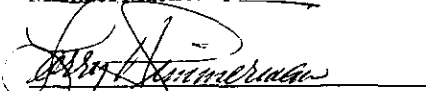

Donald E. Braun, Jr.


Wayne Updike

For **MECHANICAL CONTRACTORS ASSOCIATION OF METROPOLITAN WASHINGTON, INC.**


Brooke Greer


Michael Mack


Larry Zimmerman

APPENDIX B
MEMORANDUM OF AGREEMENT
By and between
**Mechanical Contractors Association
of Metropolitan Washington, Inc.**
and
**Steamfitters Local Union No. 602 ("Union")
of the
United Association of Journeymen and
Apprentices of the Plumbing and Pipe
Fitting Industry of the United States
and Canada
("United Association")**

WHEREAS, the parties to this Memorandum of Agreement recognize that drug abuse by any employee may seriously endanger other employees as well as the public and adversely affect work performance in this very competitive industry; and

WHEREAS, the parties have agreed to adopt the following substance abuse policy subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The parties hereby adopt the United Association National Pipe Line Substance Abuse Policy, as the same was adopted by the Pipe Line Contractors Association and the United Association on May 1, 1990 (the "Policy"), for all work coming within the geographic and work jurisdiction of that certain Agreement of the parties made and effective the first day of September, 1993 (the "Agreement"), except as the Policy may be modified by the other terms of this Memorandum of Agreement as hereinafter set forth.

2. The Policy shall only be observed, with respect to employees of an employer covered by the Agreement, in the event such employer is required by an owner, client, user, general contractor or by federal or state law or regulation to establish its own drug policy for a particular job and/or if such employer elects to establish a drug policy for a particular job. In no event shall this Memorandum of Agreement be construed to require an employer covered by the Agreement to adopt the Policy on those jobs where it neither is required, nor elects, to establish a drug policy.

3. The Policy shall not serve as the drug policy on any job for which an employer covered by the Agreement is required to adopt and observe the drug policy established by an owner, client, user, general contractor or by federal or state law or regulation, regardless of whether the same is more or less restrictive than the terms of the Policy.

4. In the event the Policy is amended or modified in any respect at any time in the future by the Pipe Line Contractors Association and United Association, the terms of any such amendment or modification shall not be deemed to be a part of the Policy for purposes of this Memorandum of Agreement unless and until the Association and the Union mutually agree in writing to the terms of such amendment or modification, as confirmed by an amendment to this Memorandum of Agreement.

5. For purposes of this Memorandum of Agreement, ARTICLE VI (DURATION) of the Policy hereby is eliminated.

6. The Policy shall remain in effect for a period of time to coincide with the term of the Agreement. The Association and the Union agree that either one may move annually to reopen the Policy for purposes of modification or termination by mutual agreement by giving notice sixty days prior to the anniversary date of the execution of the Agreement.

Except as expressly and specifically modified and amended above, the parties hereby ratify and confirm the terms and conditions of the Agreement.

Random drug testing may be allowed in accordance with the U.A. National Pipe Line Substance Abuse Policy. Provided that all contractor employees, both office and field personnel are tested before random testing begins. All new hires may be subject to testing.

ARTICLE I

Fitness of Duty

1. The Association and the Union agree that a drug-free workplace is critically important and that drug abuse by any employee may seriously endanger workplace safety and negatively impact work performance. In order to be considered fit for duty, an employee must be drug free.

2. The Employers who administer drug tests pursuant to the Substance Abuse Policy set forth in Appendix B shall have the affirmative duty of notifying the Union in writing when an employee is denied employment or removed or laid off from employment because of a positive drug test.

3. Upon notification from an Employer that an employee has tested positive for drugs, such an employee shall be considered unfit for duty and also unfit for referral as follows:

- a. For a first offense in a twelve-month period, the employee shall be ineligible for referral for a period of two weeks and after that two week period of ineligibility for referral, fitness for duty and for referral shall be reestablished by the employee's presentation of a certifica-

tion from an approved laboratory that the employee has passed a drug test administered in accordance with the guidelines of Appendix B. The cost of such drug test shall be borne by the employee.

- b. For a second offense in a twelve-month period, the employee shall be ineligible for referral for a period of thirty days and after that fitness for duty and for referral shall be reestablished by the employee's presentation of certification from an approved laboratory that the employee has passed a drug test administered in accordance with the guidelines of Appendix B. The cost of such drug test shall be borne by the employee.
- c. For a third offense in a twelve-month period, the employee shall be ineligible for referral for a period of six months and after that fitness for duty and for referral shall be reestablished by the employee's presentation of a certification from an approved laboratory that the employee has passed a drug test administered in accordance with the guidelines of Appendix B. The cost of such drug test shall be borne by the employee.

4. Employers who hire employees directly rather than as the result of a referral from the Union, shall have the right to contact the Union to ascertain if an applicant is fit for duty or referral under this Article of the contract.

Signed and effective this 1st day of August, 2001.

For **MECHANICAL CONTRACTORS ASSOCIATION OF METROPOLITAN WASHINGTON, INC.**



Brooke Greer
Conference Chairman

For **STEAMFITTERS LOCAL UNION No. 602, UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA**



William C. Lamm
Business Manager/Financial Secretary