

K 8739

5/1/05 TO
4/30/08

TABLE OF CONTENTS

ARTICLE IPage 1
SECTION 1 - Term of Agreement
SECTION 2 - Adjustment and Arbitration of Disputes
SECTION 3 - No Strikes or Lockouts
SECTION 4 - Employees Covered by Agreement
SECTION 5 - Employers Covered by Agreement
SECTION 6 - Territory Covered by Agreement

ARTICLE IIPage 4
SECTION 1 - Regular Days and Hours of Work
SECTION 2 - Overtime
SECTION 3 - Shift Work
SECTION 4 - Four Tens
SECTION 5 - Reporting Pay

ARTICLE IIIPage 6
SECTION 1 - Straight Time Rates of Pay
SECTION 2 - Foremen's Rate of Pay
SECTION 3 - Apprentice's Rate of Pay
SECTION 4 - Pay for Travel Time
SECTION 5 - Time for Paying Wages
SECTION 6 - Wash Room Facilities

ARTICLE IVPage 8
SECTION 1 - Efficiency of Operations
SECTION 2 - Apprentices
SECTION 3 - Safety; Tools and Equipment

ARTICLE VPage 9
Change Room

ARTICLE VIPage 9
SECTION 1 - Fabrication of Pipe - Tools
SECTION 2 - Pipe Two Inches (2") and Under, Etc.
SECTION 3 - Subletting of Work
SECTION 4 - Supplies

ARTICLE VIIPage 10
SECTION 1 - Who May Use Tools
SECTION 2 - Safeguarding Work of Employees
SECTION 3 - Work Preservation

ARTICLE VIIIPage 11
SECTION 1 - Union Membership
SECTION 2 - Shop Steward
SECTION 3 - Local Union Autonomy
SECTION 4 - Union's Rights of Visitation

ARTICLE IXPage 12
SECTION 1 - Employer Payments for Fringe Benefits
SECTION 2 - Vacation Fund
SECTION 3 - Working Assessment Check-Off Authorization
SECTION 4 - Steamfitters Local Union 420 Scholarship Fund and Steamfitters Local Union 420 "PIPE" Fund
SECTION 5 - Steamfitters Local Union 420 Organization/Market Recovery Fund
SECTION 6 - Steamfitters Local Union 420 Building Fund
SECTION 7 - United Association Political Education Committee
SECTION 8 - Due Dates of Payments and Reports
SECTION 9 - Delinquency in Making Payment or Report

ARTICLE XPage 17
SECTION 1 - Rules Governing Apprenticeship and Training
SECTION 2 - Powers of Apprenticeship Committee
SECTION 3 - Actions of Apprenticeship Committee Not Subject to Arbitration

ARTICLE XIPage 18
SECTION 1 - Limitation on Use of Industry Fund's Assets
SECTION 2 - Purposes of Industry Fund
SECTION 3 - Employer and Employee Interest in Fund

ARTICLE XIIPage 18
Employees' Use of Vehicles

ARTICLE XIIIPage 18
Bonds to Assure Payments

ARTICLE XIVPage 19
SECTION 1 - Piping and Equipment Under Pressure
SECTION 2 - Boilers; Temporary Heat
SECTION 3 - Promotion of Better Workmanship
SECTION 4 - Joint Conference Committee
SECTION 5 - Committee to Study Ways of Increasing Employment

ARTICLE XVPage 20
Standard or Catalogued Apparatus, Etc.

ARTICLE XVIPage 20
SECTION 1 - Sources of Employees Other Than Apprentices
SECTION 2 - Job Referrals - Apprentices - Notices
SECTION 3 - Registration With Local Union
SECTION 4 - Order of Referral
SECTION 5 - Registrant's Right to Refuse Referrals
SECTION 6 - Referred Employees Working Less Than Ten (10) Days
SECTION 7 - Applicants Who Cannot Be Reached
SECTION 8 - Posting Copies of This Article
SECTION 9 - Union Sole Administrator

ARTICLE XVIIPage 22
Affirmative Action Program

ARTICLE XVIIIPage 23
Drug-Free Workplace Rules

ARTICLE XIXPage 23
SECTION 1 - Reporting of Bargaining Unit Work
SECTION 2 - Protection of Bargaining Unit Work

ARTICLE XXPage 23
Most Favored Nation Clause

ARTICLE XXIPage 23
Compliance With Existing Laws

ARTICLE XXIIPage 24
Employers Parties to Agreement

ARTICLE XXIIIPage 24
Memorandum of Agreement

ARTICLE XXIVPage 24
Supplemental Agreement

LIST OF APPENDICES

APPENDIX APage 25
Supplemental Agreement for Commercial, Industrial and Institutional Maintenance Repair and Renovation

APPENDIX BPage 29
Memorandum of Agreement

APPENDIX CPage 32
Memorandum of Agreement

CONSENT AND APPROVAL STATEMENTPage 34

THIS AGREEMENT, made and effective this 1st day of May, 2005, and amended and restated effective this 1st day of May, 2005 by and between MECHANICAL CONTRACTORS ASSOCIATION OF EASTERN PENNSYLVANIA, INC. (hereinafter called "EMPLOYERS' ASSOCIATION"), acting on behalf of itself and on behalf of such Employers (hereinafter individually referred to as "Employer") as now are, or at any time during the life of this Agreement, become members or associate members of the EMPLOYERS' ASSOCIATION, parties of the first part, and LOCAL UNION No. 420 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO (hereinafter called "LOCAL UNION"), party of the second part acting for and on behalf of itself and its present and future members, and of other Employees (as hereinafter defined) of the Employers, for the purpose of securing at all times a sufficiency of skilled journeymen steamfitters and steamfitter apprentices (hereinafter referred to as "Employees" or "Employee") at fair wage rates, thereby preventing waste and unnecessary expense, annoyance or delay, and for the advancement of the interests of EMPLOYERS' ASSOCIATION, of each Employer and of the LOCAL UNION.

WITNESSETH:

ARTICLE I

SECTION 1

Term of Agreement

This Agreement, as amended and restated, shall remain in full force and effect from May 1, 2005 until April 30, 2008, and shall be automatically renewed from year to year thereafter unless either party shall give notice in writing to the other party not less than one hundred and twenty (120) days before the expiration of the term hereof, or the expiration of any such yearly extension of the terms hereof, of intention to terminate this Agreement or to request changes in the terms and conditions hereof. The changes requested shall be set forth in said written notice.

SECTION 2

Adjustment and Arbitration of Disputes

(a) All disputes of any nature whatsoever which may arise between the EMPLOYERS' ASSOCIATION or an Employer or two (2) or more Employers, on the one hand, and the LOCAL UNION or one (1) or more of its members, on the other hand, shall, upon written request of the EMPLOYERS' ASSOCIATION or of the LOCAL UNION to the other, be submitted to the Joint Arbitration Board.

Any Employer or Employers desiring that any matter shall be submitted to the Joint Arbitration Board must request the EMPLOYERS' ASSOCIATION to submit such matter to the Board, and the EMPLOYERS' ASSOCIATION'S decision as to whether such matter shall be submitted to the Board shall be final and binding upon said Employer or Employers. Any Employee or Employees desiring that any matter shall be submitted to the Joint Arbitration Board must request the LOCAL UNION to submit such matter to the Board, and the LOCAL UNION'S decision as to whether such matter shall be submitted to the Board shall be final and binding upon said Employee or Employees.

(b) The Joint Arbitration Board shall consist of three (3) members of the EMPLOYERS' ASSOCIATION and three (3) members of the LOCAL UNION. The EMPLOYERS' ASSOCIATION and the LOCAL UNION, respectively, may at any time and from time to time replace any or all of the members of the Joint Arbitration Board theretofore designated by it. The members of said Board selected by the EMPLOYERS' ASSOCIATION and the members of said Board selected by the LOCAL UNION shall, respectively, be entitled to cast three (3) votes on any issue before the Board, even though less than three (3) members designated by the EMPLOYERS' ASSOCIATION or less than three (3) members designated by the LOCAL UNION shall be present or voting. The absence of any member or members of the Board from the hearings before the Board or from any part of the Board's proceedings in any dispute shall not be deemed for any purpose a defect in the Board's proceedings and shall not be deemed to vitiate to any extent the Board's authority to hear the matter in dispute and to render a valid award thereon, provided that there are

present one (1) or more members of the Board designated by the EMPLOYERS' ASSOCIATION and one (1) or more members designated by the LOCAL UNION.

A meeting of the Joint Arbitration Board shall be held within forty-eight (48) hours after either the EMPLOYERS' ASSOCIATION or the LOCAL UNION by written notice to the other indicates its desire to submit any question or dispute to the Joint Arbitration Board for settlement.

A majority decision or award of the Joint Arbitration Board in any dispute or matter shall be final and binding upon the parties and all other persons involved in such dispute or matter.

(c) In the event that the Joint Arbitration Board is unable to reach a decision in any matter within five (5) days after the first meeting of the Board scheduled for hearing on, or consideration of, said matter, then either the EMPLOYERS' ASSOCIATION or the LOCAL UNION may in writing request the American Arbitration Association (hereinafter referred to as the "AAA"), to submit to both the EMPLOYERS' ASSOCIATION and the LOCAL UNION a list containing the names of ten (10) proposed arbitrators selected by the AAA from its Panel of Arbitrators. Any Employer or Employers desiring that a matter which the Joint Arbitration Board has been unable to decide shall be submitted to an arbitrator, must request the EMPLOYERS' ASSOCIATION to do so, and the EMPLOYERS' ASSOCIATION'S decision as to whether such matter shall be submitted to an arbitrator shall be final and binding upon said Employer or Employers. Any Employee or Employees desiring that a matter which the Joint Arbitration Board has been unable to decide shall be submitted to an arbitrator must request the LOCAL UNION to do so, and the LOCAL UNION'S decision as to whether such matter shall be submitted to an arbitrator shall be final and binding upon said Employee or Employees.

Within five (5) days after the AAA has mailed its list of proposed arbitrators to the EMPLOYERS' ASSOCIATION and to the LOCAL UNION, the EMPLOYERS' ASSOCIATION'S Secretary and the LOCAL UNION'S Business Manager shall meet and attempt to select one (1) of the persons named on said list to serve as sole arbitrator. In the event that the EMPLOYERS' ASSOCIATION'S Secretary and the LOCAL UNION'S Business Manager fail or are unable within said five (5) days to select an arbitrator, either of them may, not more than twenty-four (24) hours after the expiration of said five (5) days, request the AAA to submit to the EMPLOYERS' ASSOCIATION and to the LOCAL UNION a second list containing the names of ten (10) proposed arbitrators selected by the AAA from its Panel of Arbitrators. Within five (5) days after the AAA has mailed its second list of proposed arbitrators to the EMPLOYERS' ASSOCIATION and to the LOCAL UNION, the EMPLOYERS' ASSOCIATION'S Secretary and the LOCAL UNION'S Business Manager shall meet and attempt to select one of the persons named on said list to serve as the sole arbitrator. In the event that the Employers' Association's Secretary and Local Union Business Manager fail or are unable within said five (5) days to select an arbitrator from such second list, then, within twenty-four (24) hours after the expiration of said five (5) days, either the EMPLOYERS' ASSOCIATION'S Secretary or the LOCAL UNION'S Business Manager shall request the AAA promptly to designate an arbitrator in accordance with said AAA's then existing rules for Voluntary Labor Arbitration.

The arbitrator, whether he be selected by the EMPLOYERS' ASSOCIATION'S Secretary and the LOCAL UNION'S Business Manager, or designated as above provided by the AAA, shall be the sole arbitrator to hear and decide the matter or question in dispute. Within forty-eight (48) hours after his selection or designation, the arbitrator shall schedule a hearing which is to be held within, but not later than, one (1) week thereafter. The arbitrator shall conduct the hearing or hearings and the arbitration proceedings in accordance with the prevailing rules of the American Arbitration Association, and he shall render his decision or award in writing within fourteen (14) days after the date upon which the first hearing takes place, unless said time is extended by the agreement of the EMPLOYERS' ASSOCIATION and the LOCAL UNION.

The decision or award of the arbitrator shall be final and binding upon all parties to the dispute or matter involved, and in the event the issue determined by him involves the payment of wages or the rate of wages paid, his decision shall be retroactive to the date on which the matter was first submitted to the Joint Arbitration Board.

SECTION 3

No Strikes or Lockouts

It is further understood and agreed that no dispute, whether jurisdictional or otherwise, shall result in any stoppage of work or lockout while such dispute is still pending in the procedures set forth in Section 2 of this Article I.

SECTION 4

Employees Covered by Agreement

This Agreement shall apply to all persons, whether journeymen or apprentices or foremen (any or all of whom are sometimes hereinafter referred to as "Employees"), who are at any time engaged in the territory described in Section 6 of this Article in performing for any Employer work covered by this Agreement or heretofore customarily performed by journeymen and/or apprentice steamfitters.

The provisions of this Agreement shall also apply to all journeymen steamfitters and apprentice steamfitters who are normally employed in the geographical territory described in Section 6 of this Article, whom any Employer requires to perform work for him outside of said geographical territory, while traveling to the site of such work.

SECTION 5

Employers Covered by Agreement

This Agreement shall apply to the Employers listed in Schedule "A" attached hereto and hereby made part of this Agreement, and to such other "Piping Contractors" or Employers as during the life of this Agreement become members or associate members of the EMPLOYERS' ASSOCIATION. The EMPLOYERS' ASSOCIATION hereby represents that each of the Employers so listed is a member or associate member of the EMPLOYERS' ASSOCIATION in good standing and that the EMPLOYERS' ASSOCIATION is executing this Agreement on behalf of each such Employer pursuant to authority duly granted by each such Employer. Each Employer shall continue to be bound by all of the terms and conditions of this Agreement, notwithstanding its suspension, expulsion or resignation from the EMPLOYERS' ASSOCIATION, or its loss of good standing or membership therein for any reason.

SECTION 6

Territory Covered by Agreement

Subject to the provisions of the second paragraph of Section 4 of this Article, this Agreement shall apply only to work performed for the Employer in the following geographical areas in the Commonwealth of Pennsylvania;

Philadelphia District – The Counties of Bucks (except those townships shown below for the Lehigh Valley Districts), Chester, Delaware, Montgomery, and Philadelphia.

Reading District – The County of Berks and the portions of the townships of Jackson, Heidelberg and Millcreek that are east of Pennsylvania Highway 501 in Lebanon County.

Lehigh Valley District – The Counties of Lehigh and Northampton; the townships of Bridgeton, Durham, Haycock, Mulford, Nockamixon, Richland, East Rockhill, West Rockhill, and Springfield in Bucks County; and the townships of Franklin, Mahoning, East Penn, Lower Towamensing and Towamensing in Carbon County, which represent the territorial jurisdiction of Local Union.

ARTICLE II

SECTION 1

Regular Days and Hours of Work

Eight (8) hours shall constitute a day's work, Monday to Friday, inclusive. However, no Employee shall work or be permitted to work in excess of forty (40) hours in any one (1) week, or eight (8) hours in any twenty-four (24) hour period, except in an emergency wherein lives or property are in danger. No Employee will be permitted to work in excess of forty (40) hours in any one (1) week while other Employees are unemployed. By mutual consent of the Employer and the Union, the starting and quitting time of a normal established work day of eight (8) hours may be set or changed for any or all Employees between the hours of 6:00 a.m. and 5:30 p.m. on any given project. During the regular work period, the Employees shall be granted an unpaid lunch period of thirty (30) minutes-time by mutual agreement between Employer and union. In addition, Employees shall be given one paid fifteen (15) minute break during the regular shift [eight (8) hours] and a second paid fifteen (15) minute break when the Employee is required to work a ten (10) hour shift.

SECTION 2

Overtime

Any work performed by Employees on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, (for purposes of this Agreement when any one of the aforementioned holidays falls on Sunday, the following Monday shall be observed as the holiday) shall be paid for at the rate of double (2) the straight time rate commencing at the time the Employees report for work by direction of Employer, excluding shift work, which is covered by Article II Section 3. Employees shall be allowed sufficient time before quitting time for collection of tools and equipment and for putting them away.

The first two (2) hours performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours on Saturday, shall be paid for at one and one-half time (1-1/2) the straight time rate. All work performed on Sundays and holidays and in excess of ten (10) hours a day shall be paid at double (2) the straight time rate of pay, provided, however, that on special occasions or emergencies, when a hoist or rig is available for use by the Employer only during the lunch period, then at the option of the Employer, those Employees whose services may be needed in connection with the use of the hoist or rig may be required to work between 12:00 Noon and 12:30 P.M., with pay at the straight time rate, if such Employees are granted a lunch period immediately before or after the regularly scheduled lunch period.

In any circumstances in which an Employee is required to work overtime beyond his normal shift, and such work continues so that the Employee will not receive eight (8) hours off-the-clock before the beginning of his next regular shift, the Employee, at his sole discretion, may take an eight (8) hour off-the-clock break without jeopardizing his employment status.

If mutually agreeable to the Employee and the Employer, the Employee may work his next regular shift, in which case the Employee shall be paid at continuous premium time (double-time) for the duration of the regular shift.

SECTION 3

Shift Work

In order to be considered as shift work, work must be performed by Employees on at least two (2) consecutive eight (8) hour shifts within one (1) day. Shifts shall be from 12:00 Midnight to 8:00 A.M., 8:00 A.M. to 4:00 P.M. and 4:00 P.M. to 12:00 Midnight. Shift work must run for a minimum of one hundred twenty (120) hours when three (3) shifts are worked, and eighty (80) hours when two (2) shifts are worked. However, shift work shall not apply to Saturday, which shall be at one and one-half times (1-1/2x), and Sunday, or Holidays (on Holidays hereinbefore set forth) work, which shall be at double (2) the straight time rate. Shift work will be paid for at the rate of straight time plus fifteen percent (15%) of the straight time rate of hourly pay except the shift between 8:00 A.M. to 4:00 P.M., which shall be

paid for at straight time. In addition, the fringe benefit contributions for such work shall be increased by fifteen percent (15%) in accordance with Article IX, Section 1.

Single Shift Off Normal Hours

In existing facilities, and when requested by the customer, the Employer, with the consent of the Union, which shall not be unreasonably withheld, may elect to work a single "non standard" working hour shift, for a minimum of three (3) consecutive work days, and/or for the entire project, to be paid for at the rate of straight time plus fifteen percent (15%). In addition, the fringe benefit contributions for such work shall be increased by fifteen percent (15%) in accordance with Article IX, Section 1. The shift may be worked wholly or partially outside of the normal work hours. Employees working such shifts will be scheduled a minimum forty (40) hours per week. Further, there must be a minimum of eight (8) hours off between such shifts. On job sites where other trades are working similar shifts, but receive premium pay for such shifts at a greater rate than the rate set forth in this Section, Employees working under this Agreement shall receive the higher amount of premium pay.

Eight Hours Work for Eight Hours Pay

There are no paid lunch periods except when working three (3) consecutive shifts within one (1) twenty-four (24) hour day. When working three (3) shifts, the shift will consist of seven and one-half (7-1/2) hours worked and one half (1/2) hour for lunch, for eight (8) hours pay.

SECTION 4

Four Tens

In lieu of the traditional five (5) day, eight (8) hour per day work week, the Employer, with the consent of the Union, which shall not be unreasonably withheld, may elect to work a four (4) day, ten (10) hour per day work week. The work week will commence on Monday unless otherwise agreed upon. The first two (2) hours worked in excess of ten (10) will be paid for at the rate of time plus one-half (1-1/2x) and all hours thereafter will be paid for at the rate of double time (2x). The first ten (10) hours worked on Friday and Saturday will be paid for at the rate of time plus one-half (1-1/2x) and all hours thereafter will be paid for at the rate of double time (2x). All hours worked on Sundays and Holidays will be paid for at the rate of double time (2x).

It is the intention of this Agreement to provide competitive opportunities for the industry without eroding the traditional five (5) day work week.

SECTION 5

Reporting Pay

(a) Any Journeyman Steamfitter reporting to work at the regular starting time shall receive two (2) hours pay at the prevailing rate of wages unless he has been notified previously not to report to work.

(b) Any Journeyman Steamfitter who reports to work and for whom work is provided shall receive no less than four (4) hours pay, and if more than four (4) hours are worked in any one (1) day and no further work is provided, he shall be paid for not less than eight (8) hours worked.

(c) However, on any day where rain, snow, or inclement weather at the job site does not permit the job to progress satisfactorily, the Journeyman Steamfitter shall be paid for all time worked, but in no event shall he be paid less than a minimum of two (2) hours, unless the Journeyman Steamfitter has been directed not to report for work. It is the joint understanding of the parties hereto that the meaning of this clause, that is, Section 5(c) immediately preceding, is as follows:

(1) If a Journeyman Steamfitter reports to work on any day and he is put to work by the Employer, and the weather conditions do not change appreciably for the worse within two (2) hours from starting time, then he shall be entitled to continue to work and be paid for the time worked, but not less than four (4) hours.

(2) If a Journeyman Steamfitter reports to work on any day and he is put to work by the Employer, and the weather conditions do change appreciably for the worse within two (2) hours from the starting time, then he shall be paid for the time worked, but not less than two (2) hours. If under these conditions the Journeyman Steamfitter is not notified to discontinue work within said two (2) hours, then he shall be paid for four (4) hours.

ARTICLE III

SECTION 1

Straight Time Rates of Pay

(a) Philadelphia District

Commencing May 1, 2005, straight time for Journeymen Steamfitters shall be paid at the rate of \$56.65.

Commencing May 1, 2006, straight time for Journeymen Steamfitters hourly rate will be increased by \$2.70.

Commencing May 1, 2007, straight time for Journeymen Steamfitters hourly rate will be increased by \$2.80.

The Union shall have the option of applying such increases or portions of such increases to fringe benefits, including the Pension Fund, the Supplemental Retirement Fund and the Welfare Fund.

(b) Reading District

Commencing May 1, 2005, straight time for Journeymen Steamfitters shall be paid at the rate of \$51.96.

Commencing May 1, 2006, straight time for Journeymen Steamfitters hourly rate will be increased by \$2.55.

Commencing May 1, 2007, straight time for Journeymen Steamfitters hourly rate will be increased by \$2.65.

The Union shall have the option of applying such increases or portions of such increases to fringe benefits, including the Pension Fund, the Supplemental Retirement Fund and the Welfare Fund.

(c) Lehigh Valley District

Commencing May 1, 2005, straight time for Journeymen Steamfitters shall be paid at the rate of \$51.96.

Commencing May 1, 2006, straight time for Journeymen Steamfitters hourly rate will be increased by \$2.55.

Commencing May 1, 2007, straight time for Journeymen Steamfitters hourly rate will be increased by \$2.65.

The Union shall have the option of applying such increases or portions of such increases to fringe benefits, including the Pension Fund, the Supplemental Retirement Fund and the Welfare Fund.

The Agreement with both the Reading and Lehigh Valley Districts will terminate on April 30, 2008.

SECTION 2

Foremen's Rate of Pay

(a) On construction jobs or operations where at least two (2) and no more than five (5) Journeymen Steamfitters are employed at a single location, one (1) Journeyman Steamfitter shall be designated as Foreman. The rate of pay which such Foreman shall receive shall be a minimum of seven percent (7%) over and above the Journeymen Steamfitter's rate of pay.

When a construction job or operation starts which will employ six (6) or more Journeymen Steamfitters, the Foreman shall receive a minimum of ten percent (10%) over and above the Journeyman Steamfitter's rate of pay. Such rate of

pay for the Foreman shall begin when the second Journeyman Steamfitter is employed. When more than ten (10) Journeymen Steamfitters are employed, an additional Foreman shall be designated, and one (1) additional Foreman shall be designated for each additional ten (10) Journeymen Steamfitters employed thereafter and shall receive ten percent (10%) over and above the Journeyman Steamfitter's rate of pay.

(b) On a construction job or operation where two (2) or more Foremen are required and a maximum of one hundred (100) Journeymen Steamfitters are employed, one (1) Journeyman Steamfitter shall be designated as General Foreman who shall receive a minimum of fifteen percent (15%) over and above the Journeyman Steamfitter's rate of pay.

On a job or operation where one hundred and one (101) or more Journeymen Steamfitters are employed, the General Foreman shall receive a minimum of twenty percent (20%) over and above the Journeyman Steamfitter's rate of pay.

In the event it is reasonably anticipated at the time of the commencement of a construction project or operation that twenty-five (25) or more Journeymen Steamfitters will be employed, a General Foreman shall be designated at the time of the commencement of construction. However, unforeseen peaks or changes on smaller construction projects shall not entitle any Employee to retroactive pay.

(c) Area Foremen, if utilized, shall be paid at a minimum of twelve percent (12%) over and above the Journeyman Steamfitter's rate of pay.

(d) On all construction projects or operations where twenty (20) or more Journeymen Steamfitter welders are employed, one (1) Journeyman Steamfitter welder shall be designated as the Welder Foreman, in addition to the Foreman required under this Section 2. The hourly rate of pay which such Welder Foreman shall receive shall be ten percent (10%) above the Journeyman Steamfitter's hourly rate of pay.

SECTION 3

Apprentices' Rate of Pay

The hourly wages for Apprentices shall be the following percentage of the hourly wages that Journeymen Steamfitters are paid, for each period of advancement:

Period Percentage

First:.....	44
Second:.....	44
Third:.....	44
Fourth:.....	48
Fifth:.....	53
Sixth:.....	58
Seventh:.....	63
Eighth:.....	68
Ninth:.....	73
Tenth:.....	80

The Apprentices' total package for each period of advancement shall then be such hourly wages plus contributions for such Apprentices to the Pension Fund, Supplemental Retirement Fund and the Welfare Fund, as set forth in Article IX, Section 1.

All apprentices shall be guaranteed a forty (40) hour work week except where the apprentices fail to report for work, provided that:

(1) In any work week in which a holiday shall fall or is observed during the period from Monday through Friday, the guarantee for that week shall be reduced by eight (8) hours for each such holiday, and

(2) Apprentices, irrespective of when indentured, shall not be entitled to be paid any wages for time spent by them in attending school during the entire period of their apprenticeship training.

SECTION 4

Pay for Travel Time

Journeyman Steamfitters sent out of the jurisdiction of LOCAL UNION shall receive all suitable board and traveling expenses. Journeyman Steamfitters while traveling shall receive wages of straight-time not to exceed eight (8) hours in any twenty-four (24) hour period.

SECTION 5

Time for Paying Wages

Weekly wages shall be paid not later than 4:30 P.M. on the regular pay day of each week. Upon layoff or discharge, Employee is to receive wages in full before 4:00 P.M. on the day of layoff or discharge. Waiting time for wages either on regular pay day or discharge or layoff shall be paid for at double time (2x) rate. Where checks are used, pay day will be no later than Thursday of each week. The Employer shall provide facilities for cashing of checks without cost to the Employee by the Todd System or a similar system.

SECTION 6

Wash Room Facilities

Employer shall furnish drinking water and cups for Employees in the change room or shanty, and also on the job site. Drinking water can be provided by use of a water cooler or portable water jugs cleaned and refilled daily with fresh water and ice. When mutually agreed upon by Union and Employer, Employer shall furnish and maintain a suitable wash and flush toilet facility with running water, soap, and towels at the job site when such facility is within the scope of Employer's responsibilities on said project. When site conditions prohibit, or access to water and sewer is not practical or realistic, Employer shall furnish hand cleaner and towels, or a method to dry-wash hands. When site conditions allow and provide for such facilities on said site and these conditions are provided for other personnel, whether construction or management, Employer will make every effort to provide same.

ARTICLE IV

SECTION 1

Efficiency of Operations

Inasmuch as greater efficiency in all lines of work is necessary, the LOCAL UNION shall encourage Employees in every way to accomplish results. There shall be no restrictions as to the amount of work Employees shall do, nor shall there be any restrictions as to the use of labor-saving machinery for the installation of any work, provided the aforesaid machinery meets with the approval of the Joint Conference Committee hereinafter referred to in Article XIV, Section 4. It is agreed that there shall at no time be more than one (1) Apprentice with a Journeyman Steamfitter for any work whatsoever it may be. At the start of a shift, all Employees must be out of the trailer, ready to start work.

SECTION 2

Apprentices

The Employer agrees to employ as Apprentices only those who are approved by the Joint Apprenticeship Committee, hereinafter referred to in Article X, and who are qualified under the standards registered with the State Apprenticeship Council. Each Employer may hire one (1) Apprentice when one (1) Journeyman is employed steadily and one (1)

additional Apprentice for every additional three (3) Journeymen employed steadily. The term of apprenticeship or training shall not be less than five (5) years. The Apprentice shall be at all times under the supervision of a Journeyman Steamfitter.

SECTION 3

Safety; Tools and Equipment

The Employer agrees to maintain safe working equipment to satisfactorily meet all requirements of laws, rules and regulations applicable thereto and both Employer and Employee shall comply with all of the provisions of the Occupational Safety and Health Act and with the rules and regulations promulgated thereunder.

The Union will establish a ten (10) hour OSHA-approved safety training course. The costs of the course will be paid by the Employers' Association. Local Union members will be strongly encouraged to complete this training by April 30, 2005. Employed members of Local Union who attend and complete this course will be paid at straight-time pay by their Employer for all hours in attendance.

To further promote the safety of the Employees at the job site, no Journeyman or Apprentice shall be required to work alone at locations which are mutually considered to be hazardous by the Employer or his representative (Superintendent or Foreman) and the Business Manager of the LOCAL UNION.

The Employer shall be obligated to furnish suitable raincoats, caps and/or boots, if necessary, during inclement weather in the event the Employer requires Journeymen and/or Apprentices to work during such weather.

Employees shall be responsible for the reasonable care of tools and equipment and for willful negligence in the performance of their work. All complaints or charges with respect thereto shall be made by the Employer to the Joint Conference Committee hereinafter referred to in Article XIV, Section 4. Should such Employer cited to appear before said Joint Conference Committee in connection therewith be adjudged not guilty of the charge, then the Employer citing such Employee shall pay him for the time lost in attending such hearing.

It is the intent of all parties to this Agreement to provide a safe work environment for all Employees. Employer will provide hardhats, eye shields, hearing protection, face shields, burning goggles, welding gloves and/or other safety devices as may be required by law, local ordinance or at their discretion to reduce industrial accidents. Employee shall supply hard-soled footwear or steel-toed footwear, as necessary, and gloves.

ARTICLE V

Change Room

Employer shall furnish a suitable change room or shanty at the job site, and said change room or shanty shall be heated during the cold weather.

ARTICLE VI

SECTION 1

Fabrication of Pipe — Tools

All pipe shall be fabricated by machines and with tools operated and handled by Journeymen Steamfitters, and they shall be paid no less than the hourly wage rate for Journeymen Steamfitters as set forth in Article III, Section 1, of this Agreement. No Employee shall be permitted to furnish tools.

SECTION 2

Pipe Two Inches (2") and Under, Etc.

Pipe two inches (2") and under and hanger rods shall be fabricated on the job or in the Employer's shop, provided work is performed in the jurisdiction of LOCAL UNION and by Journeymen Steamfitters and Apprentices of LOCAL UNION and with the prior approval of the LOCAL UNION. Pre-packaged equipment that is designated in the Owners Contract specifications will be installed using Journeymen Steamfitters and Apprentices, after prior review by the Employer and the LOCAL UNION. It shall be discretionary with the Employer to have hangers, pipe supports and radiant heat coils fabricated on the job or elsewhere; provided, however, that the work is done by Journeymen Steamfitters and Apprentices to whom the work belongs. All standard stock items, hangers and pipe supports are not included in this Section and may be fabricated by the Employer or purchased. All welded comfort pipe must be fabricated either at the job site or in a shop under the jurisdiction of the LOCAL UNION. When zone wages differ from the site of fabrication or site of installation, wages will be paid at the higher rate.

SECTION 3

Subletting of Work

It is further understood and agreed that the piping contractor shall be responsible for all piping and equipment which is part of the work of the UA, and shall be handled and set by Employees.

Employer agrees not to sublet any work covered in this Agreement unless the contractor to whom the work is sublet is in agreement either with the UA or one of its local unions.

SECTION 4

Supplies

It is further agreed that Employer will at all times, where possible, receive supplies from such houses as are in contractual relationship with the UA.

ARTICLE VII

SECTION 1

Who May Use Tools

There shall be no restrictions on the use of tools by the Foremen employed by the Employer but it is agreed that such Foremen shall be Journeymen Steamfitters. A superintendent to use the tools shall be a Journeyman Steamfitter.

SECTION 2

Safeguarding Work of Employees

The Employer shall not work "with the tools." The Employer further agrees, for the duration of this Agreement, to employ at least one (1) Journeyman Steamfitter, in accordance with the provisions of Article XVI hereof, who shall be a member of the LOCAL UNION, but not necessarily the same member.

When union Employees are assigned to perform job-site sketching of United Association jurisdictional work, such assignments shall be made only to UA personnel.

SECTION 3

Work Preservation

The Employer agrees that no evasion of the terms, requirements and provisions of this Agreement will take place. If and when the Employer shall perform any work of the type covered by this Agreement within the jurisdictional territory of Union, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer through its officers, directors, partners or stockholders, exercises control of labor policies of such other entity, the terms and conditions of this Agreement shall be applicable to all such work.

This clause shall only be applicable to job site work as that term is used in the construction industry proviso to Section 8(e) of the National Labor Relations Act. This clause will not be applicable to non-jobsite work.

Notwithstanding anything herein contained to the contrary, in the event there is a determination by the National Labor Relations Board (N.L.R.B.) (or its counsel) or by a court of competent jurisdiction that the aforesaid provisions are illegal, unlawful, or in violation of the provisions of the National Labor Relations Act, upon such determination, the aforesaid provisions shall be void and of no effect.

Inasmuch as the Union has submitted proof and the Employer is satisfied that the Union represents a majority of its Employees in the bargaining unit described herein, the Employer recognizes the Union as the exclusive collective bargaining agent on all present and future job sites within the jurisdiction of the Union, unless and until such time as the Union loses its status as the Employee's exclusive representative as a result of an N.L.R.B. election.

ARTICLE VIII

SECTION 1

Union Membership

The Employer recognizes LOCAL UNION as the sole and exclusive collective bargaining representative of all of its Journeymen Steamfitters and Apprentices. All Journeymen Steamfitters and Apprentices shall become and remain members of LOCAL UNION in good standing not more than seven (7) days after the date of their employment, or seven (7) days after the effective date of this Agreement, whichever is the later, and, upon becoming members, they shall maintain their membership in good standing in order to continue in employment. LOCAL UNION agrees, at the request of Employer, to furnish competent Steamfitters and Apprentices to the Employer in accordance with the provisions of Article XVI hereof.

SECTION 2

Shop Steward

On all jobs where Journeymen Steamfitters are employed, the LOCAL UNION shall have the right to select and designate a Shop Steward from among the Journeymen Steamfitters of the LOCAL UNION on the job, whether referred or otherwise. The Business Manager or his duly appointed agent shall, at the time of such appointment, give the Employer written notice of the appointment of a Shop Steward or successor.

There shall be no restrictions as to the amount of work such shop steward shall perform nor shall his duties as Shop Steward interfere with his work unreasonably. However, a Shop Steward shall have the right, during working time and with no loss in pay, to spend reasonable time adjusting grievances including time to meet with Employees and supervisors, after notifying his immediate supervisor of his intent.

Failure on the part of a Shop Steward, in the opinion of the Employer, to perform a reasonable day's work may, at the option of the Employer, result in his dismissal or removal from the job and a successor appointed. It is understood that such dismissal or removal shall not take place without the approval of the Business Manager of the LOCAL UNION or his duly appointed agent.

Shop Stewards shall not participate in matters to the referral, hiring, layoff, or discharge of Employees except that the Employer shall request each new Employee to report to the Shop Steward. The Shop Steward will make sure that the Employee has received the job rules and the safety rules. The Shop Steward shall be informed of all layoffs, transfers, discharges, and shall make sure that such Employees are properly paid.

Shop Stewards shall assist any Employee receiving a serious injury on the job or becoming sick. If necessary, the Shop Steward shall report this information to the Foreman and the LOCAL UNION office at once.

Shop Stewards shall have no authority whatsoever to call, order, or create a strike, work stoppage, or slow-down. He shall report all serious matters to the LOCAL UNION office.

SECTION 3

Local Union Autonomy

The LOCAL UNION shall at all times have full autonomous jurisdiction over its own membership. This jurisdiction shall be free from any interference or restraint in dealing with those of its members who are found violating its Charter, Constitution, By-Laws, Working Rules, Agreements or any of the Rules or Regulations governing LOCAL UNION.

However, it is understood and agreed that the working rules of LOCAL UNION cannot be made to conflict with this Agreement and that this Agreement governs.

SECTION 4

Union's Rights of Visitation

The Employer agrees that any representatives of the UA shall be permitted to visit all jobs where Employees are employed.

ARTICLE IX

SECTION 1

Employer Payments for Fringe Benefits

The parties hereto agree that commencing May 1, 2005, every Employer, under the terms of this Collective Bargaining Agreement, employing Journeymen Steamfitters and Apprentices represented by LOCAL UNION¹, shall contribute the following sums per hour for the hours compensated (contributions shall be double (2) or one and one-half (1-1/2) the regular rate per hour for each hour overtime worked, in accordance with Article II, Section 2, and one plus fifteen percent (15%) times the regular rate per hour for each hour of shift work worked), including reporting time, which shall be compensated for, by all of the Journeymen Steamfitters and Apprentices employed by said respective Employers, which shall be paid by check to the order of Steamfitters Local 420 Benefit Funds, or to such bank as the Trustees of such funds shall determine (hereinafter called "Depository") as the Depository for said contributions. The parties further agree that Welfare Fund and Retiree Medical Supplemental Contributions¹ shall be paid at the rate of forty (40) hours per week for all Employees of a contributing Employer who are employed in a supervisory or managerial (including, but not limited to, estimator) position in the same industry (as defined in Article 4, Section 4.14 of the Steamfitters Local 420 Pension Plan). Such contributions shall be payable regardless of the hours of work or schedule worked by the Employee. Said contributions shall be in such sums and shall be allocated as follows:

Commencing May 1, 2005:

Journeyman Philadelphia:

Welfare Fund:	\$6.05
Welfare Fund Retiree Medical Supplemental Contribution:	\$2.00 (see also footnote ¹)
Pension Fund:	\$7.77
Supplemental Retirement Fund:	\$3.75
Apprenticeship Training Fund:	\$0.50 (or \$0.69) ²
Industry Fund:	\$0.19 or (\$0.00) (see also footnote ³)
ITF:	\$0.05

Apprentices:

Welfare Fund:	\$6.05
Welfare Fund Retiree Medical Supplemental Contribution:	\$2.00 (see also footnote ¹)
Pension Fund:	\$6.07
Supplemental Retirement Fund:	\$3.75
Industry Fund:	\$0.19 (or \$0.19 to the Apprenticeship Training Fund) ³
ITF:	\$0.05

Commencing May 1, 2005:

Journeyman – Reading and Lehigh Valley:

Welfare Fund:	\$6.05
Welfare Fund Retiree Medical Supplemental Contribution:	\$2.00 (see also footnote ¹)
Pension Fund:	\$7.77
Supplemental Retirement Fund:	\$3.58
Apprenticeship Training Fund:	\$0.50 (or \$0.60) (see also footnote ²)
Industry Fund:	\$0.19 (or \$0.00) (see also footnote ³)
ITF:	\$0.05

Apprentices:

Welfare Fund :	\$6.05
Welfare Fund Retiree Medical Supplemental Contribution:	\$2.00 (See also footnote ¹)
Pension Fund:	\$6.07
Supplemental Retirement Fund:	\$3.58
Industry Fund:	\$0.19 (or \$0.19 to the Apprenticeship Training Fund) (See also footnote ³)
ITF:	\$0.05

In accordance with Article III, Section 1, the Union shall have the option of applying such portions of the wage increase provided for on May 1, 2005, May 1, 2006, and May 1, 2007 to fringe benefits, including the Pension Fund, Supplemental Retirement Fund and the Welfare Fund.

Effective May 1, 2002, Employer contributions to the Industry Fund may be increased by an additional \$.01 per hour each year at the option of the EMPLOYERS' ASSOCIATION.

At any time on or after May 1, 2002, upon the mutual agreement of the parties, this Agreement may be re-opened for the sole purpose of increasing the hourly contribution to the Apprenticeship Training Fund, should the Trustees of such Fund agree that such increase is necessary.

SECTION 2

Vacation Fund

Every Employer under the terms of this Collective Bargaining Agreement and every other mechanical contractor in contractual relationship with LOCAL UNION and/or employing Journeymen Steamfitters and Apprentices (third

- ¹ The parties agree that this contribution is established to offset the cost of providing welfare benefits to Local Union retirees.
- ² Employers shall contribute \$0.69 per hour to the Apprenticeship Training Fund if they do not contribute \$0.19 per hour to the Industry Fund.
- ³ Employers shall contribute \$0.19 per hour to the Apprenticeship Training Fund if they do not Contribute \$0.19 per hour to the Industry Fund.

through tenth periods) represented by LOCAL UNION shall withhold out of the net wages (gross wages less usual payroll deductions) of each Journeyman Steamfitter and Apprentice employed by him, the sum of One Dollar (\$1.00) per hour for the hours compensated (withholding for Vacation Fund shall be double (2) or one and one-half (1-1/2) the regular rate per hour for each hour overtime worked, in accordance with Article II, Section 2, and one (1) plus fifteen percent (15%) times the regular rate per hour for each hour of shift work worked), including reporting time which shall be compensated for and shall pay over such collected amounts by checks to the order of Steamfitters Local 420 Benefit Funds, or such depository as the Trustees of such funds shall determine.

SECTION 3

Working Assessment Check-Off Authorization

Every Employer shall deduct from the gross wages of those Journeymen Employees who so authorized them by written Assignment or signed "Working Assessment Check-Off Authorization" filed with the LOCAL UNION one and one-half percent (1.50%) of the hourly total wage package (wages plus fringe benefit contributions, other than contributions to the Apprenticeship or Industry Funds) times the number of hours paid (including shift, premium, reporting, and waiting time) in each weekly pay period representing the LOCAL UNION membership dues for each Employee, working within the territorial jurisdiction of LOCAL UNION. All monies so deducted shall be paid by each Employer to LOCAL UNION in accordance with Sections 8 & 9 of this Article IX. It is understood and agreed that no deductions shall be made from any wages earned by an Employee prior to the receipt by the LOCAL UNION of the aforesaid written Assignment or signed "Working Assessment Check-Off Authorization"; provided, nevertheless, that if such written Assignment or signed "Working Assessment Check-Off Authorizations" is certified by LOCAL UNION to EMPLOYERS' ASSOCIATION for at least ninety percent (90%) of the active working members, then upon written indemnification by LOCAL UNION to EMPLOYERS' ASSOCIATION for at least ninety percent (90%) of the active working members, then upon written indemnification by LOCAL UNION to EMPLOYERS' ASSOCIATION, acting on behalf of all Employers, Employers shall also deduct an amount equal to the specified working assessment check-off from those Employees for whom no Working Assessment Check-Off Authorization have been obtained, pending LOCAL UNION obtaining same.

SECTION 4

Steamfitters Local Union 420 Scholarship Fund and Steamfitters Local Union 420 "PIPE" Fund

Every Employer shall deduct two cents (\$0.02) per hour from the net wages of those Employees who execute a "Voluntary Contribution Agreement and Check-Off Authorization for Steamfitters Local Union 420 Scholarship Fund" card representing voluntary contributions of the Employee to the Steamfitters Local Union 420 Scholarship Fund.

Every Employer shall deduct seven cents (\$0.07) per hour from the net wages of those Employees who execute a "Voluntary Contribution Agreement and Check-Off Authorization for Steamfitters Local Union 420 'PIPE' Fund" card representing voluntary contributions of the Employee to the Steamfitters Local Union 420 "PIPE" Fund.

All monies so deducted shall be paid by the Employer, respectively, to the Steamfitters Local Union 420 Scholarship Fund and to the Steamfitters Local Union 420 "PIPE" Fund, in accordance with the provisions of Sections 8 & 9 of this ARTICLE IX. It is understood and agreed that such Employee contributions are voluntary, that participation in either of the said Funds is not a term or condition of employment, that an Employee may revoke such authorization at any time upon written notice thereof, and that no deductions shall be made from any wages earned by an Employee prior to receipt by the LOCAL UNION of the aforesaid written authorization, or after receipt by the LOCAL UNION of a written notice from the Employee revoking the aforesaid written authorization/check-off; provided, nevertheless, that, if receipt of such written authorization(s) by the Employee(s) is certified by the Local Union to Employers Association for at least ninety percent (90%) of the active working members, then, upon written indemnification by Local Union to Employers Association, acting on behalf of all Employers, Employer shall also deduct an amount equal to the specified authorization for the above-noted Funds from those Employees for whom no written authorization has been obtained, pending Local Union obtaining same.

SECTION 5

Steamfitters Local Union 420 Organization/Market Recovery Fund

Every Employer shall deduct from the gross wages of those Journeymen Employees who so authorize them by written assignment or signed "Working Assessment Checkoff Authorization" filed with the Local Union the sum of twenty-five cents (\$0.25) per hour paid in each weekly pay period for each Employee working within the territorial jurisdiction of Local Union, as the Employee's assessment for the Steamfitters Local Union 420 Organization/Market Recovery Fund. All money so deducted shall be paid by each Employer to Local Union in accordance with Sections 8 and 9 of this Article IX. It is understood and agreed that no deduction shall be made from any wages earned by an Employee prior to the receipt by Local Union of the aforesaid written assignment or signed "Working Assessment Checkoff Authorization"; provided, nevertheless, that if such written assigned or signed "Working Assessment Checkoff Authorization" is certified by Local Union to Employer's Association for at least ninety percent (90%) of the active working members, then upon written indemnification by Local Union to Employer Association, acting on behalf of all Employers, Employer shall also deduct an amount equal to the specified assessment for the Steamfitters Local Union 420 Organization/Market Recovery Fund from those Employees for whom no Working Assessment Checkoff Authorization has been obtained, pending Local Union obtaining same.

SECTION 6

Steamfitters Local Union 420 Building Fund

Every Employer shall deduct from the gross wages of those Journeymen and Apprentices (third through tenth periods) who so authorize them by written assignment or signed "Working Assessment Checkoff Authorization" filed with the Local Union the sum of twenty cents (\$0.20) per hour paid in each weekly pay period for each Employee working within the territorial jurisdiction of Local Union, as the Employee's assessment for the Steamfitters Local Union 420 Building Fund. All money so deducted shall be paid by each Employer to Local Union in accordance with Sections 8 & 9 of this Article IX. It is understood and agreed that no deduction shall be made from any wages earned by an Employee prior to the receipt by the Local Union of the aforesaid written assignment or signed "Working Assessment Checkoff Authorization"; provided, nevertheless, that if such written assignment or signed "Working Assessment Checkoff Authorization" is certified by Local Union to Employer's Association for at least ninety percent (90%) of the active working members, then, upon written indemnification by Local Union to Employer's Association, acting on behalf of all Employers, Employer shall also deduct an amount equal to the specified assessment for the Steamfitters Local Union 420 Building Fund from those Employees for whom no Working Assessment Checkoff Authorization has been obtained, pending Local Union obtaining same.

SECTION 7

United Association Political Education Committee

Every Employer shall deduct an amount per hour as approved by the Union members from the net wages of those Employees who execute a "Voluntary Contribution Agreement and Checkoff Authorization" for the United Association Political Education Committee. All money so deducted shall be paid by the Employer to the United Association Political Education Committee, in accordance with Sections 8 and 9 of this Article IX. It is understood and agreed that such Employee contributions are voluntary, that participation in the United Association Political Education Committee is not a term or condition of employment, that an Employee may revoke such authorization at any time upon written notice thereof, and that no deductions shall be made from any wages earned by an Employee prior to receipt by the Local Union of the aforesaid written authorization, or after receipt by the Local Union of a written notice from the Employee revoking the aforesaid written authorization/checkoff; provided, nevertheless, that, if receipt of such written authorization(s) by the Employee(s) is certified by the Local Union to Employers Association for at least ninety percent (90%) of the active working members, then, upon written indemnification by Local Union to Employers Association, acting on behalf of all Employers, Employer shall also deduct an amount equal to the specified authorization for the above-noted Funds from those Employees for whom no written authorization has been obtained, pending Local Union obtaining same.

SECTION 8

Due Dates of Payments and Reports

The contributions and payments to be made in accordance with Sections 1 through 7 of Article IX shall be made by Employer on or before the tenth (10th) working day following the end of each calendar month. Employer shall, within ten (10) working days from the end of each calendar month, transmit to the Depository a report containing:

(a) The names and Social Security numbers of persons to whom this Agreement are applicable, 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 as said respective Boards of Trustees and/or Funds may reasonably require for the proper administration thereof.

(d) If no persons have been employed for the period covered by the report, then the Employer shall so indicate on the report and return such information to the Depository.

SECTION 9

Delinquency in Making Payment or Report

In the event the contributions and payments provided for in Sections 1 through 7 of this Article IX are not paid within ten (10) working days following the end of each calendar month, or in the event the report provided for in Section 5 of this Article IX is not transmitted to the depository within ten (10) working days following the end of each calendar month, the Employer shall be considered as a "delinquent." The "delinquent" Employer shall be obligated to pay any financial penalty, fines, assessments, and interest on the debt that may be required under Rules and Regulations or Procedures governing delinquent contributions established by the Trustees of the various Fringe Benefit Funds identified in Sections 1, 2, 3, and 4 of this Article IX. Each Employer shall be bound and governed by any Rules and Regulations or Procedures adopted by any Board of Trustees of Fringe Benefit Funds to which contributions are due and owing under this Agreement.

The Rules and Regulations or Procedures adopted by the Trustees of the various Fringe Benefit Funds may require payment by a delinquent Employer of fines, assessments, interest on the debt (in an amount determined by the Trustees) and shall also assess against a delinquent Employer audit fees incurred during the collection process, together with all other expenses of collection, including, but not limited to, counsel fees and costs. Such charges and expenses shall be paid to that entity to whom such contributions or payments are owed. In addition to all other remedies available to the Union and to the Trustees of the various fringe benefit funds, including those set forth above, the Union shall have the right to direct the employees of any Employer who fails to furnish a bond as required by Article XIII or the employees of any delinquent Employer to discontinue or refuse to work for such Employer and to refuse to refer employees to work for such Employer until such time as a bond as a bond as required under Article XIII is obtained and all contributions and payments provided for in Sections 1 through 8 of this Article IX have been paid, and reported, in full, including any financial penalty, fines, assessments and interest on the debt thereon and such action shall not be deemed to be a violation of any provision of this Agreement. In addition, Local Union shall, at its option, treat such failure to satisfy a delinquency as a breach of contract and should it exercise its option to remove its members from the job of such delinquent Employer, then the Employer shall be liable to pay unto any employees so removed an amount equal to the wages lost by such employees by reason of said Employer's breach of the within Agreement. However, in the event Local Union shall furnish its members to an Employer or Employers who have violated Article XIII hereof by not having furnished a bond in the appropriate amount with corporate surety as provided therein, then Local Union shall be liable for the payment to all Funds of the contributions of such Employer or Employers to the extent of such Employer's or Employers' delinquencies. In the event, following the collection process that may be invoked by the Union, the Benefit Funds or any interested party, the amount of funds or assets recovered from a delinquent contractor is insufficient to satisfy the obligation of the delinquent contractor to all of the entities that have combined to seek recovery from it, the available funds/assets of the delinquent

contractor that are recovered by means of judgment, garnishment, settlement or other device, shall be allocated among the various parties and/or entities in the following priorities:

- (1) **First Priority:** From the amounts recovered, all lost wage claims shall be paid;
- (2) **Second Priority:** From the amounts recovered, after the allocation set forth in (1) above, one hundred percent (100%) of the obligation owed by the Employer to the Vacation Fund shall be paid;
- (3) **Third Priority:** From the amounts recovered, after the allocation set forth in (1) and (2) above, one hundred percent (100%) of the amount owed by the Employer to the Supplemental Retirement Fund shall be paid;
- (4) **Fourth Priority:** From the amounts remaining after the allocations set forth in (1), (2) and (3) above, one hundred percent (100%) of the amount owed by the Employer to the Union, the Industry Fund and any other Fund or entity that is owed amounts based on a wage deduction from the Employee shall be paid (in the event that the amount available is insufficient to satisfy all of the obligations in this "Fourth Priority," such interested Funds or entities shall share the remaining amount pro rat);
- (5) **Fifth Priority:** Any amounts remaining after satisfaction of the payments required in (1), (2), (3) and (4) above, one hundred percent (100%) of the amount owed (or recovered from) by the Employer shall be allocated on a pro rat basis to the Steamfitters Local Union 420 Pension and Steamfitters Local Union 420 Welfare Fund."

ARTICLE X

SECTION 1

Rules Governing Apprenticeship and Training

The Employer agrees to cooperate with the LOCAL UNION in the practical training of Apprentices for the Pipe Fitting Industry, in accordance with provisions of the Constitution and By-Laws of the UA, and such Rules and Regulations as shall be set up by the Joint Apprenticeship Committee. Where expenses are approved by the Joint Apprenticeship Committee, they will be paid out of the Apprenticeship Training Fund.

SECTION 2

Powers of Apprenticeship Committee

The Joint Apprenticeship Committee shall at all times have full autonomous jurisdiction over matters of the Apprenticeship training by or through such Rules and Regulations and requirements or representatives as may by agreement or action be established. This jurisdiction shall be without interference or restraint by the EMPLOYERS' ASSOCIATION in dealing with Apprentices found violating the Charter, Constitution, By-Laws, Rules or Agreement of the UA or the LOCAL UNION, or the Agreements, Rules of Acts of the Joint Apprenticeship Committee.

SECTION 3

Actions of Apprenticeship Committee Not Subject to Arbitration

The actions of the Joint Apprenticeship Committee and any agreement and plans for Apprenticeship Training shall not be subject to the provisions of Article 1, Section 2.

ARTICLE XI

SECTION 1

Limitation on Use of Industry Fund's Assets

There presently exists an Industry Fund administered by EMPLOYERS' ASSOCIATION. The parties hereto agree that no part of said Fund, and no part of the contributions as set forth in Article IX, Section 1 (Industry Fund) hereof, shall be used for advertising, propaganda or other purposes opposed to the interests of LOCAL UNION.

SECTION 2

Purposes of Industry Fund

It is further expressly understood and agreed that said Industry Fund shall be applied in payment of the operating costs of EMPLOYERS' 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' representative in the adjustment of grievances and in arbitration, Employers' share of the fees of arbitration, Employers' costs of their representatives in the administration of the various funds and committees as in this Agreement are set forth and in comparable undertakings engaged in from time to time.

SECTION 3

Employer and Employee Interest in Fund

Although designated a "contribution" in Article IX of this Agreement, it is expressly understood and agreed that said sum payable to said Industry Fund is not intended to be and is not a contribution to the Employees and no Employee or Employer has any proprietary interests in said Industry Fund.

ARTICLE XII

Employees' Use of Vehicles

Employees are not permitted to use vehicles of any description unless such vehicles are supplied and maintained by the Employer, either before or during or after working hours for the purpose of transporting tools or materials or for the conducting of any working activities. This prohibition applies whether or not the Employee is reimbursed by the Employer.

ARTICLE XIII

Bonds to Assure Payments

Each Employer agrees to furnish immediately a bond with corporate surety that is acceptable to the Administration of the Funds guaranteeing the payment by it of the contributions and payment to the Funds provided for in Article IX hereof. The amount of such bond shall be based upon the total number of hours worked, during the prior calendar year, by all of the Journeymen Steamfitters and Apprentices employed by said Employer as set forth below:

**Total Number of Hours Worked for
Employer by Journeymen Steamfitters
and Apprentices
During the Prior Calendar Year**

Dollar Amount of Bond

0 – 4,500	\$ 25,000
4,501 – 9,000	\$ 50,000
9,001 – 14,000	\$ 75,000
14,001 – 18,500	\$100,000
18,501 – 46,000	\$250,000
46,001 – 92,500	\$500,000
92,501 – 140,000	\$750,000
140,001 – and above.....	\$1,000,000

After the end of each calendar year, each Employer shall calculate the total number of hours worked by Journeymen Steamfitters and Apprentices for that year and, for the following year shall furnish a bond with corporate surety in the appropriate dollar amount required by the schedule set forth above. The bond shall be pro-rated among the Funds and the "Voluntary Contribution Agreements" and "Working Assessment Check-Off Authorization Agreements" mentioned in Sections 1, 2 3, 4, 5, 6 and 7 of Article IX.

ARTICLE XIV

SECTION 1

Piping and Equipment Under Pressure

Employer agrees that it is the work of Employees to operate all piping and equipment under pressure or vacuum until completion of job.

SECTION 2

Boilers; Temporary Heat

During the period of the responsibility of the Employer, all boilers operating at fifteen (15) pounds per square inch for temporary heat are to be fired and maintained by Employees. Where requested to, there shall be three (3) shifts of eight (8) hours in each twenty-four (24) hour period. All times shall be paid at straight time rate except Thanksgiving Day, Christmas Day and New Year's Day, which shall be paid at time and one-half time (1-1/2x) rate. No Employee shall quit firing a boiler until a satisfactory relief has been made. Employees must fire and maintain boilers until completion of the job.

Temporary heat during the completion of the heating system while the building is under construction shall be maintained by Employees until the general test has been made and the work accepted by the owner or his agent. In all cases where less than three (3) shifts are required, the appropriate premium time must be paid for all time worked in accordance with Article II, Section 2.

It is expressly understood and agreed that when interpreting Article XIV, Sections 1 and 2, the manning of all systems shall be performed by Steamfitters. The Employer shall be solely responsible for the scheduling of the work force unless such scheduling is specified in his contract with the Owner.

SECTION 3

Promotion of Better Workmanship

It is further agreed that the advancement of better Journeymen Steamfitters and Apprentices and better workmanship is to be promoted at all times, and that all parties will work together in an effort to see that all legal acts, laws, rules and regulations, or awarding authorities' specifications are complied with.

SECTION 4

Joint Conference Committee

A Joint Conference Committee consisting of three (3) members appointed by the EMPLOYERS' ASSOCIATION and three (3) members appointed by the LOCAL UNION shall meet on the first Monday of each month, unless otherwise mutually agreed, to discuss joint problems of the Industry. The Committee may make such recommendations to the EMPLOYERS' ASSOCIATION, to the Employer and to the LOCAL UNION as it deems advisable, but shall not be authorized to effect any change in this Agreement or in customary working conditions.

SECTION 5

Committee to Study Ways of Increasing Employment

Promptly after the execution of this Agreement, the LOCAL UNION and the EMPLOYERS' ASSOCIATION will each appoint an equal number of their respective members (such number to be determined by mutual agreement) to serve as a committee to carry on a study for the purpose of devising methods to increase opportunities of employment, as well as to increase the volume of work available to Employers, and to recruit Employees that will meet the needs of the piping industry. The Committee will make periodic reports to the EMPLOYERS' ASSOCIATION and to the LOCAL UNION of its findings and recommendations.

The above mentioned Committee shall meet at such time and place as shall be mutually agreed upon.

The Committee shall not have any authority to effect any change in this Agreement or in customary working conditions, nor shall any of the Committee's recommendations be binding upon the parties hereto, except upon mutual written agreement of the EMPLOYERS' ASSOCIATION and the LOCAL UNION.

ARTICLE XV

Standard or Catalogued Apparatus, Etc.

Employees shall not be required to connect up to or with any standard and/or catalogued apparatus, materials, equipment or appurtenance in connection with the installation of heating, piping, air conditioning, refrigeration and processed piping systems, unless such apparatus, materials, equipment or appurtenance shall be furnished by the Employer contractor doing the installation.

ARTICLE XVI

SECTION 1

Sources of Employees Other Than Apprentices

(a) Subject to the other provisions of this Article, Employer may obtain Employees other than Apprentices either by hiring persons applying directly to Employer, or by soliciting persons to come into its employ by any means other than advertising, or by requesting LOCAL UNION to refer applicants for employment to Employer, or by all of such methods.

(b) Subject to the other provisions of this Article, every Employee or prospective Employee to whom this agreement is applicable other than an Apprentice, may seek and obtain employment either by direct communication to or from Employer, or by requesting LOCAL UNION to refer him or her to Employers seeking Employees, or by both such methods.

SECTION 2

Job Referrals — Apprentices — Notices

(a) The hiring of apprentices shall be governed by Rules and Regulations, as amended from time to time, of the Joint Apprenticeship Committee.

(b) It is the desire of the parties to promote "open solicitation" for jobs in the industry. Employees, whether members or non-members of the LOCAL UNION, may openly seek and solicit employment with any Employer as set forth in Section 1 of this Article. It is understood, however, that the LOCAL UNION will maintain a voluntary hiring hall for the convenience of Employers, Union Members, and other persons seeking work. Use of the LOCAL UNION hiring hall is not required by any Employee seeking work or Employer seeking to hire Employees and the referral procedures set forth in this Article shall not be construed as establishing an "exclusive hiring hall."

(c) In order to make possible the effectuation of the provisions of this Agreement, every Employer and every Employee subject to this Agreement shall, within forty-eight (48) hours after an Employee is informed that he or she is hired, report in writing to the LOCAL UNION the name and Social Security number of the Employee, the name of the Employer and the location of the job. The Employer shall immediately, upon demand of the LOCAL UNION, discharge any Employee who has not, within the time specified, made such report to the LOCAL UNION, or whose Employer has not, within the time specified, made such report to the LOCAL UNION. Upon receipt by the LOCAL UNION of a report that an Employee has been hired, such Employee's name shall be removed from the LOCAL UNION'S "Register of The Unemployed."

SECTION 3

Registration With Local Union

In order to be entitled to any rights or referral under this Article, an Employee must have registered himself at the LOCAL UNION office as unemployed, upon such registration form as may uniformly be required of all Employees seeking employment through the LOCAL UNION hiring hall. All rights for referral through the LOCAL UNION shall begin as of the date of such registration and shall be forfeited if the registrant makes a material misstatement on the registration form.

SECTION 4

Order of Referral

(a) If the Employer desires the LOCAL UNION to supply him with Employees, he must give the LOCAL UNION, whenever possible, forty-eight (48) hours notice of the number of Employees he desires, the location of the job, and the probable duration of the job, it being understood that the Employer will incur no obligation to guarantee such duration.

(b) The LOCAL UNION will refer registrants to the Employer in the following order:

FIRST: From among the unemployed members. Such members will be referred for employment in the following order:

(i) Any members who have been in the Employer's employment at any time during the preceding six (6) calendar months, whom the Employer may request, and who is willing to be hired by such Employer.

(ii) In the absence of a request by the Employer as set forth in clause (i), or if the member requested is unwilling or unable to take employment with such Employer, then the member whose date of registration with the LOCAL UNION as being unemployed and seeking employment is the oldest.

SECOND: When there are no unemployed members on the LOCAL UNION'S register, then from among unemployed persons who have registered with the LOCAL UNION as seeking employment and who have worked as Journeymen at the Pipefitting trade for at least three (3) years.

SECTION 5

Registrant's Right to Refuse Referrals

An Employee shall have the right to refuse two (2) consecutive referrals of work without losing his or her position on the list. However, upon a third consecutive refusal to accept a referral to work, said Employee shall be placed on the list as if he or she had registered as unemployed on the date of such third consecutive refusal.

SECTION 6

Referred Employees Working Less Than Ten (10) Days

If an Employee, after being referred to work, is employed for less than ten (10) working days, he or she shall retain his or her position on the list as if he or she had not been referred to work.

SECTION 7

Applicants Who Cannot Be Reached

An Employee will lose his or her position on the list if he or she cannot be reached when employment is available and efforts to reach the Employee are unsuccessful.

SECTION 8

Posting Copies of This Article

Employer and LOCAL UNION shall post a copy of this Article XVI in places where notices to Employees and applicants for employment are customarily posted.

SECTION 9

Union Sole Administrator

The LOCAL UNION agrees that it shall be the sole administrator of the hiring hall arrangement and shall not be considered to act as the agent of the Employer; and thereby the LOCAL UNION assumes responsibility for any violation of the law committed by it in connection with its administration of the hiring hall arrangement. The Employer assumes responsibility for any violation of the law committed by Employer in connection with the hiring or severance of employment.

ARTICLE XVII

Affirmative Action Program

The parties hereto agree that the existing Affirmative Action Program between said parties is incorporated herein by reference thereto and made a part hereof.

ARTICLE XVIII

Drug-Free Workplace Rules

Both parties agree to comply with the Anti-Drug Abuse Act of 1988 and related state and local regulations and to strive to drug-free work sites within their jurisdictions. The Employers' Association and Local Union agree to meet, confer and negotiate for the establishment of a new Drug Testing Policy. Such new policy will permit drug tests only if required by the Owner, after an on-the-job accident or when reasonable cause exists. Except in relation to apprentices, such policy shall not permit pre-employment drug testing. To the extent feasible, the parties shall attempt to structure a policy that will avoid repetitious testing among contractors who are members of the Employers' Association. The parties agree that they shall negotiate such Drug Testing Policy by December 31, 2002, the policy to be made effective by May 1, 2003. Upon agreement by the parties, the new Drug Testing Policy shall be published and shall be considered as a part of this Agreement.

ARTICLE XIX

SECTION 1

Reporting of Bargaining Unit Work

Employers shall report to Local Union, in writing, the name and address (location) of all jobs contracted for an amount in excess of five thousand dollars (\$5,000) where any such job involves work covered by this Agreement.

SECTION 2

Protection of Bargaining Unit Work

If any Employer covered by this Agreement on a project as a Prime or Sub-Contractor is forced to cease work on that project because of failure on the part of the Owner, Prime Contractor, or Sub-Contractor, to pay monies due for properly submitted progress payment and/or payments for completed work and/or payments for approved changes and/or payments for work done under a notice to proceed order when such payments are due, then the Union is free, and not in violation of this Agreement, not to furnish Journeypersons or Apprentices to the Owner, Prime Contractor, Sub-Contractor, or other Contractor for purposes of completing that work, and the purpose of the aforementioned is to protect the ability of the Employer to properly pay their labor and funds.

ARTICLE XX

Most Favored Nation Clause

LOCAL UNION agrees that should it enter into any collective bargaining agreement with any other Employer during the effective period of this Agreement containing terms or conditions, including wages, (at the rate of which shall be related to that specified for each of the Districts set forth in Article III hereof), or contributions, more favorable or advantageous to such Employer than those provided herein, then Employer members of Mechanical Contractors Association of Eastern Pennsylvania, Inc. and in the respective Districts, may at his, its or their option, elect to substitute any or all of such more favorable conditions for those provided herein.

ARTICLE XXI

Compliance With Existing Laws

It is not the intention of the parties to this Agreement to violate any existing federal, state or municipal law or regulation. However, should any article, section, paragraph, sentence or clause of the within Agreement be held to be illegal or in contravention or violation of any existing law by a court of competent jurisdiction, such part or parts shall immediately be held to be inoperative under this Agreement. All other provisions hereof shall continue to remain in full force and effect for the duration of this Agreement.

ARTICLE XXII

Employers Parties to Agreement

The EMPLOYERS' ASSOCIATION hereby represents that Exhibit "A" attached hereto contains the names of all Employers who, on the date of the execution of this Agreement, were members in good standing of said EMPLOYERS' ASSOCIATION and who are, therefore, parties to this Agreement.

ARTICLE XXIII

Memorandum of Agreement

The parties hereto agree that the Memorandum of Agreement for Competitive Bidding dated May 1, 1989 shall be incorporated by reference hereto and made a part of this Agreement.

ARTICLE XXIV

Supplemental Agreement

The Supplemental Agreement for Commercial, Industrial, and Institutional Maintenance, Repair, and Renovation, and the Memoranda of Agreement (Text: Appendices A, B, and C) between EMPLOYERS' ASSOCIATION and LOCAL UNION made and effective May 1, 2002, are hereby incorporated by reference hereto and made a part of this Agreement.

EMPLOYERS' ASSOCIATION and LOCAL UNION made and effective May 1, 2005, are hereby incorporated by reference hereto and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

**United Association of Journeymen and Apprentices of
the Plumbing and Pipe Fitting Industry of the United
States and Canada, Local No 420**

By: Thomas Gallo
Business Manager

By: Kevin F. Heffernan
President

By: Edward L. McGehean, Jr.
Vice President

**Mechanical Contractors Association
of Eastern Pennsylvania, Inc.**

By: Harry Santangelo
President

Attest: Jack H. James
Executive Vice President/Secretary

**APPENDIX A
SUPPLEMENTAL AGREEMENT**

for

**COMMERCIAL, INDUSTRIAL AND INSTITUTIONAL
MAINTENANCE REPAIR AND RENOVATION**

by and between

**MECHANICAL CONTRACTORS ASSOCIATION
OF EASTERN PENNSYLVANIA, INC.
(EMPLOYERS' ASSOCIATION)**

and

**LOCAL UNION NO. 420
(LOCAL UNION)**

of the

**UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF
THE PLUMBING AND PIPE FITTING INDUSTRY OF THE
UNITED STATES AND CANADA**

(UNITED ASSOCIATION)

SUPPLEMENTAL AGREEMENT made and effective this 1st day of May, 2005, by and between MECHANICAL CONTRACTORS ASSOCIATION OF EASTERN PENNSYLVANIA, INC. (hereinafter called "EMPLOYERS' ASSOCIATION") acting on behalf of itself and on behalf of such Employers (hereinafter individually referred to as "Employer") as now are, or at any time during the life of this Supplemental Agreement, become members or associate members of the EMPLOYERS' ASSOCIATION and LOCAL UNION No. 420 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO (hereinafter called "LOCAL UNION"), to Agreement between the same parties made and effective the 1st day of May, 2005, as amended (hereinafter called "AGREEMENT").

WITNESSETH:

ARTICLE I

Recognition

The Employer recognizes the Union as the sole and exclusive bargaining representative for all affiliated with the LOCAL UNION and in the employ of the Employer in respect to wages, hours, and other terms and conditions of employment, on any work for maintenance, repair, replacements, and renovation in various plants and facilities within the geographical jurisdiction of the LOCAL UNION described in the AGREEMENT between LOCAL UNION and the EMPLOYERS' ASSOCIATION.

ARTICLE II

**Scope of Work
Maintenance**

This Supplemental Agreement covers all work assigned by the Owner to the Employer and performed by the Employees of the Employers covered by this Supplemental Agreement.

"Maintenance" shall be defined as any work performed to renovate, replace, repair, or maintain the character within the limits of a plant property, or any existing occupied building (e.g. hospital, office building, hotel, manufacturing, etc.).

The word "repair," used within the terms of this Supplemental Agreement and in connection with maintenance, is work required to restore by replacement of portions of existing facilities to efficient operating condition.

The word "renovation," used within the terms of this Supplemental Agreement and in connection with maintenance, is work required to improve and/or restore by replacement or by revamping sections of existing mechanical systems to efficient operating condition.

The term "existing facilities," used within the terms of this Supplemental Agreement, is limited to a structural unit already completed and occupied and shall not apply to any new unit to be constructed in the future, even though the new unit is constructed on the same property or premise. When the usage of a building is changed (e.g. manufacturing to condo, etc.) or when a mechanical system is completely renovated and the work falls within the jurisdiction of the United Association, but not within the scope as outlined herein as being maintenance, such work shall be done in accordance with the AGREEMENT.

In the event a dispute arises as to whether a work operation is new work or work falling within the scope of this Supplemental Agreement, the matter shall be resolved in accordance with Article I of the AGREEMENT or by mutual consent between the LOCAL UNION and the EMPLOYERS' ASSOCIATION.

ARTICLE III

Management Rights

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 the AGREEMENT and this Supplemental Agreement are retained by the Employer.

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, discipline, or discharge for cause in line with the AGREEMENT.

ARTICLE IV

Work Hours and Overtime

Eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday to Friday, inclusively, shall constitute a week's work. The regular starting time shall be between the hours of 6:00 AM and 9:00 AM by mutual agreement between the Employer and the Union. The regular quitting time shall be no later than 5:30 PM; lunch time shall be 12 noon to 12:30 PM. or one-half (1/2) hour at a time to be mutually-agreed upon by Employer and Union.

When three (3) shifts are required, the first shift shall work eight (8) hours at the regular straight-time rate. The second shift shall work seven and one-half (7-1/2) hours and receive eight times (8x) the regular straight-time rate plus fifteen percent (15%). The third shift shall work seven (7) hours and receive eight times (8x) the regular straight-time hourly rate plus fifteen percent (15%). In addition, the fringe benefit contributions for such work shall be increased by fifteen percent (15%) in accordance with Article IX, Section 1.

When two (2) shifts are required, the first shift shall work eight (8) hours at the regular straight-time rate. The second shift shall work eight (8) hours at the straight-time rate plus fifteen percent (15%). In addition, the fringe benefit contributions for such work shall be increased by fifteen percent (15%) in accordance with Article IX, Section 1.

When a single or double shift is required in place of the established workday 6:00 AM to 5:30 PM, by mutual agreement between the Employer and the Union, such shift or shifts shall work eight (8) hours at the straight-time rate plus fifteen percent (15%). Single shifts shall run a minimum of five (5) days. In addition, the fringe benefit contributions for such work shall be increased by fifteen percent (15%) in accordance with Article IX, Section 1.

Except for shift work, all time worked before and after the established work week of eight (8) hours Monday through Friday and all time worked on Saturday shall be paid at the rate of time and one-half (1-1/2) the regular hourly rate. All time worked on Sundays and Holidays as stated in the AGREEMENT shall be paid at the rate of double (2) the regular hourly rate.

When shift work applies, a thirty (30) minute lunch period shall be mutually agreed upon by the Employer and the LOCAL UNION and shall not be considered as time worked.

If any other craft, employed by the same Employer or its subcontractor in the plant or premises on maintenance, repair, renovation, or replacement is receiving double-time (2x) wages in lieu of the time and one-half (1-1/2) wage rate as set forth in this Supplemental Agreement, the UNITED ASSOCIATION Employees will automatically be entitled to the double-time (2x) rate of pay during the period that aforementioned crafts are employed.

ARTICLE V

Benefits and Funds

For all Employees covered by this Supplemental Agreement, except as specifically modified herein, hours of work shifts, shift premiums, overtime premiums, reporting pay provisions, pay differentials, and contributions or deductions for plans or funds for pensions, welfare, apprentice training, vacations, and industry advancement shall be in accordance with the existing negotiated AGREEMENT between the EMPLOYER'S ASSOCIATION and LOCAL UNION.

ARTICLE VI

Miscellaneous

In the event of a conflict between the provisions of the within Supplemental Agreement and Collective Bargaining Agreement between the parties dated and executed on the 1st day of May, 2005, then, as to such conflict, the provisions of this Supplemental Agreement shall prevail.

IN WITNESS WHEREOF, the parties have caused this Supplemental Agreement to be executed by their duly authorized representatives on the day and year first above written.

**Mechanical Contractors Association of Eastern
Pennsylvania, Inc.**

By: Jack H. James
Executive Vice President/Secretary

**United Association of Journeymen and
Apprentices of the Plumbing and Pipe Fitting
Industry of the United States and Canada, Local
No. 420**

By: Thomas Gallo
Business Manager

APPENDIX B

MEMORANDUM OF AGREEMENT

by and between

**MECHANICAL CONTRACTORS ASSOCIATION
OF EASTERN PENNSYLVANIA, INC.
(EMPLOYERS' ASSOCIATION)**

and

**LOCAL UNION NO. 420
(LOCAL 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, it is the earnest desire of the parties to this Memorandum of Agreement to provide to the Owner who uses the services of mechanical contractor members of the EMPLOYERS' ASSOCIATION, the most economical heating, cooling, ventilating, and piping installation consistent with desired quality, and

WHEREAS, in today's modern building and construction complexes the mechanical systems constitute a significant portion of a total project, including the cost, and

WHEREAS, any given project, be it large or small, must necessarily involve the skills of such recognized craftsmen as steamfitters performing under the auspices of responsible contractor management teams, and

WHEREAS, it is the avowed intent that the provisions of this Memorandum of Agreement shall apply to any job where any of the parties hereto are involved.

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

1. There shall be no work stoppage due to unauthorized or illegal strikes, lockouts, disputes, or grievances.
2. The contractor shall have the responsibility to efficiently manage equipment with which to carry out the needed installation and the scheduling of an adequate number of workmen to meet job requirements and conditions. The direction of the working force, the right to hire, to plan, direct, control, and schedule all operations, in cooperation with other trades and the specified requirements of the User, shall be the responsibility of the contractor, including the right to establish, eliminate, change, or introduce methods, machinery, or techniques to efficiently perform all tasks.
3. There shall be no limitations on the productivity of workmen or on full use of tools of the trade and construction equipment.
4. Every effort shall be made by the parties to insure the highest level of productivity and the expeditious performance of the work with the pledge of "eight hours work for eight hours pay". Workmen shall be on the job at the designated starting time and will not leave until the designated quitting time. There shall be no organized breaks. Loafing, excessive tardiness, and unexcused absenteeism will not be tolerated.
5. To insure a sufficient number of skilled craftsmen to meet the needs of the industry, the Parties will continue to expand and improve their presently recognized apprenticeship and journeymen training programs.
6. The project safety rules and the rules and regulations of the Occupational Safety & Health Act shall apply and be abided by during the construction of a project.
7. Sufficient numbers of journeymen and apprentices will be made available for a project in order that working of overtime will be unnecessary except under extraordinary circumstances. Shift work may be utilized in order to expedite the job and meet completion schedules.
8. It is understood that the User of construction services is concerned with the total project being completed and delivered on time without unnecessary or undue delay created by the involved contractors. Full cooperation and coordination of the efforts of all contractors, their workmen, and supervisory personnel is required.
9. Anything contained in the respective Collective Bargaining Agreements between the parties hereto to the contrary notwithstanding, the work day as defined in the said respective Collective Bargaining Agreements may be changed during the term of said Collective Bargaining Agreements by mutual agreement between Employer and LOCAL UNION to such work day as shall be established as aforesaid on any given project on a job-for-job basis.
10. The requirements of the User with respect to security conditions, safety, maintenance of production, parking, and use of vehicles and other regulations will be upheld. The contractor will inform himself of such requirements and, in turn, inform his work force.
11. Under no circumstances will there be a work stoppage or slow down as a result of a work assignment or jurisdictional dispute. Settlement of work assignments shall follow legal and contractual avenues established for such disputes.

Where conflict seems likely, pre-assignment conferences with the contractors and Business Representatives of the LOCAL UNION shall be held well in advance of actual work performance for the purpose of making a positive determination if there is thought to be a difference of opinion.

Area practice, prior agreements and decisions of record shall be taken into account; however, in the event a unanimous agreement is not reached, the contractor who has responsibility for the performance and installation shall make a specific assignment.

12. Parties to this agreement shall not discriminate against any Employee because of race, color, religion, sex, national origin, or age. The parties will comply with established minority employment plans as required.

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

Signed and effective this 1st day of May, 2005.

**Mechanical Contractors Association of Eastern
Pennsylvania, Inc.**

By: Jack H. James
Executive Vice President/Secretary

**Steamfitters Local Union 420 United Association
of Journeymen and Apprentices of the Plumbing
and Pipe Fitting Industry of the United States
and Canada**

By: Thomas Gallo
Business Manager

APPENDIX C

MEMORANDUM OF AGREEMENT

by and between

MECHANICAL CONTRACTORS ASSOCIATION

OF EASTERN PENNSYLVANIA, INC.

(EMPLOYERS' ASSOCIATION)

and

LOCAL UNION NO. 420

(LOCAL 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 May, 1972 (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 EMPLOYERS' ASSOCIATION and the LOCAL 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 EMPLOYERS' ASSOCIATION and the LOCAL 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 (60) 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.

Signed and effective this 1st day of May, 2005.

**Mechanical Contractors Association of Eastern
Pennsylvania, Inc.**

By: Jack H. James
Executive Vice President/Secretary

**Steamfitters Local Union 420 United Association
of Journeymen and Apprentices of the Plumbing
and Pipe Fitting Industry of the United States
and Canada**

By: Thomas Gallo
Business Manager

EFFECTIVE MAY 1, 2005 TO APRIL 30, 2008

CONSENT AND APPROVAL STATEMENT

by

**EMPLOYERS NOT AFFILIATED WITH THE
MECHANICAL CONTRACTORS ASSOCIATION
OF EASTERN PENNSYLVANIA, INC.**

I, or we, the undersigned EMPLOYER intending to be legally bond, agree to the terms and conditions in the foregoing agreement.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____ FAX NO.: _____

FEDERAL IDENTIFICATION NO.: _____

NAME/TITLE (print): _____

SIGNATURE: _____

Date

**STEAMFITTERS' LOCAL UNION No. 420 - UNITED ASSOCIATION
14420 TOWNSEND ROAD, SUITE A
PHILADELPHIA, PA 19154
(267) 350-4200 Fax: (267) 350-4299**

BY: _____

THOMAS P. GALLO, Business Manager

DATE: _____

BUSINESS AGENT: _____