

LABOR / MANAGEMENT AGREEMENT  
FOR  
PLUMBING AND PIPEFITTING WORK  
PERFORMED WITHIN THE  
GEOGRAPHICAL JURISDICTION  
OF  
UNITED ASSOCIATION LOCAL 26  
2009- 2012



Effective 6/1/2009 through 5/31/2012

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**Section 1  
PURPOSE**

The purpose of this Agreement is to establish wages, hours and other conditions of employment, and to establish rules and procedures for the settlement of disputes and differences between the parties and to secure at all times a sufficiency of skilled journeymen and apprentices or other classifications which are covered by this Agreement; so that the Employer may have sufficient capable employees and the employees may have as much continuous employment as possible, thereby preventing waste and unnecessary expenses, annoyance or delay caused by strikes, lockout or other labor/management disputes. Local 26 and the Employer mutually agree that the intention of this Agreement is to promote productivity, efficiency, and quality workmanship. Both parties will continue in our combined efforts to improve productivity, efficiency, and quality workmanship in the Plumbing and Pipefitting Industry.

**Section 2  
PARTIES AND AREA COVERED**

2.1 This Agreement shall be binding on Local 26 and upon all employers who have (1) signed this agreement or an agreement to adopt the terms of this Agreement, or (2) expressly or impliedly have authorized some other person to sign on such employer's behalf, or (3) adopted this Agreement by conduct evidencing an intent to be bound by the terms of this Agreement. If Local 26 agrees to more favorable terms with one employer in an area, it must extend those more favorable terms to all employers signatory to this agreement.

2.2 This Agreement applies to all plumbing and pipefitting work as defined in Section 5 (Bargaining Unit Work) performed within Local 26 territorial jurisdiction as it currently exists or as may be modified by the International (United Association) and after mutually agreed to by the Employer and Local 26.

2.3 The territorial jurisdiction of Local 26 is the same territorial jurisdiction allocated to Local 26 by the United Association and includes all of Island, Skagit, Snohomish, Whatcom, San Juan, Kitsap, Mason, Pierce, Lewis, Thurston, Grays Harbor, Pacific, Cowlitz, Clark (northern tip, including the City of Woodland), Skamania, and Wahkiakum counties.

**Section 3  
BARGAINING UNIT RECOGNITION**

After the Union requested recognition, the Employer recognized the Union as the exclusive section 9(a) bargaining representative of its employees and acknowledges that the Union has satisfactorily demonstrated and submitted proof thereof to the Employer that it represents a majority of the Employer's employees in an appropriate unit.

**Section 4  
HIRING HALL RECOGNITION**

The employer and the union agree to be bound to the referral rules as appended to this Agreement in Appendix B.

**Section 5  
BARGAINING UNIT WORK**

The term "*plumbing and pipefitting work*" includes:

5.1 Work defined in the Constitution of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO ("International") as, within the craft jurisdiction of the International attached in Appendix C.

5.2 Work awarded to the International by agreements of record or decisions of the National Joint Board for the Settlement of Jurisdictional Disputes and its successors.

5.3 Work recognized by local practice as being work within the craft jurisdiction of Local 26. Copies of decisions and records of agreements shall be made available upon request.

5.4 Qualified employees covered by this Agreement may operate forklifts, Boom Trucks or other equipment to accommodate the work of the United Association.

## **Section 6 UNION SECURITY**

6.1 The Employer, as a condition of employment, shall require all employees engaged in plumbing and pipefitting work who are members of Local 26 on the date of execution of this Agreement to maintain such membership in good standing. The Employer, as a condition of employment, shall require all other employees, whether presently on the payroll or new hires, who are engaged in plumbing and pipefitting work to acquire and maintain membership in good standing in Local 26 on and after the eighth (8th) day following the commencement of their employment, or the date of execution of this Agreement, whichever is later. Since all employees are employed within a single multi-employer bargaining unit, only one eight-day grace period will be recognized for each employee during the term of this Agreement.

6.2 For purposes of this Section, membership in good standing means the tendering of an initiation fee, monthly dues, and working dues to Local 26. The amount of fees and dues, and the time of payment following the grace period, shall be established by Local 26.

6.3 The Employer shall terminate any employee who has not acquired or maintained membership in good standing as required by this Section, within forty-eight (48) hours after receiving written notice from Local 26.

6.4 The Employer shall deduct from the wages of each Employee the amount of working dues or service fees owed by the Employee to the Union. The amount of such dues shall be as provided in the "Constitution and By-Laws of U. A. Local 26 as it now exists and as duly amended from time to time. Such dues shall be deducted from each paycheck and shall be remitted by the Employer, on a monthly basis, to the account of the Union at the same bank that serves as the depository of the fringe benefit funds. The monies deducted shall be reported on an approved Trust contribution reporting form. The Employer's obligation to make deductions from the wages of each Employee under this Section is conditioned upon receipt of a written authorization from the Employee.

## **Section 7 PROTECTION OF RIGHTS**

7.1 Management Rights. The management of the Employer's business, including but not limited to the direction of the workforce, the right to hire, plan, direct, control, schedule work, to lay off employees for lack of work, and to terminate employees for just cause is the right and responsibility of the Employer, except as limited by the terms of this Agreement. The Employer may utilize the most efficient methods or techniques of construction, tools or other labor saving devices to accomplish the work.

7.2 Employee Rights. It shall not be a violation of this Agreement and it shall not be cause for discharge, discipline or permanent replacement for any Employee covered by this Agreement to refuse to cross or work behind any lawful primary picket line.

7.3 STANDARD OF EXCELLENCE- See Appendix C. The Union and the Contractors agree to the principles of the UA Standards of Excellence. The parties further agree that these standards shall be included in the Employee Information Packets.

## **Section 8 SUBCONTRACTING AND FABRICATION**

8.1 The Employer shall not subcontract or otherwise transfer, in whole or in part, any plumbing or pipefitting work as described in this agreement to be done at the site of construction, unless the person, firm, partnership, joint venture, corporation, or other business entity to whom the work is subcontracted or transferred is a party to a written agreement with the United Association covering wages, hours, terms and other conditions of employment of plumbing and pipefitting employees. Violations of this section shall be processed through the grievance and arbitration procedure and shall not be the subject of economic action.

8.2 Any work held to be under the jurisdiction of the United Association and covered by this Agreement, may be fabricated at the job site or at a location within the employer's free zone by UA members, and installed anywhere within the jurisdiction of the local union where the fabrication took place. Such fabrication and installation is to be performed by UA members under the terms of this Agreement or a supplemental addendum to this Agreement. In the event the employer establishes a fabrication shop outside the free zone, he shall pay travel pay and/or subsistence.

8.3 All pipe formations of every description involved in mechanical work at the option of the employer may be fabricated on the job site or in a UA shop within the territorial jurisdiction of the Washington State Association provided that if the employers shop is located outside the jurisdiction of Local 26 the employers home local reciprocates the same procedure to shops that are located within Local 26's jurisdiction. If the shop is located outside the jurisdiction of the local union, the employer must insure that all work related to the fabrications was performed with the benefit of a UA Agreement.

## **Section 9 NO STRIKES, WORK STOPPAGE, OR LOCKOUT**

9.1 During the term of this agreement, each of the signatory parties agrees that there will be no strike, work stoppages or lockouts by members of the Union or by the employer provided, however, the Union may strike when an employer fails to pay wages in full and on time or the Union has been advised by the administrative office of the employee benefit funds in accordance with Section 13 that an employer is delinquent in the payment of employee benefits.

This no strike, no lockout commitment is based upon the agreement by both parties to be bound by the grievance and arbitration provisions of this agreement.

9.2 It shall not be a violation of this agreement or of the non-strike clause if members of the union refuse to cross a lawful primary picket line. Where such a picket line has been set up, every possible effort shall be made by the Business Manager to make arrangements which will permit the employees subject to this Agreement to continue to work. No employee will suffer discharge or replacement because of respecting a lawful primary picket line.

## **Section 10 CHANGE OF LEGAL STRUCTURE**

10.1 The employer shall provide to Local 26 written notice of any changes to its name or to the form of its company such as a change from a corporation or partnership to a Limited Liability Company.

## Section 11 GRIEVANCES

11.1 In the event of any disputes between parties to this agreement as to the rights and/or obligations under this agreement, a representative of the Union and a representative of the Employer shall be immediately notified. Every effort possible shall be made by the Local Union and the Employer to settle the dispute before the subsequent provisions of this article are invoked.

11.2 All grievances brought by the Employer or the union shall be submitted to the other party to this agreement within seven (7) working days of occurrence. Grievances not presented within seven (7) working days of occurrence shall not be considered valid.

11.3 In the event that a dispute is not settled between the Employer and the Union it shall be referred to the Joint Grievance Committee. The party filing the dispute shall notify the other party and MCA by fax. A Grievance Committee mutually agreed to by both parties composed of three (3) representatives of Local 26 selected by the Union that are not part of the staff and three (3) signatory contractor representatives selected by MCA shall meet within seven (7) working days following receipt of written notice. The Committee shall attempt to resolve the dispute to the satisfaction of the parties.

11.4 In the event a grievance is not settled by the Joint Grievance Committee to the satisfaction of both parties within five (5) working days after having first been considered by the Joint Grievance Committee, the Union or the Contractor may elect to submit such grievance to impartial arbitration by notifying the other party in writing. If the Union or Contractor does not notify the other party within five (5) working days after the grievance meeting, any subsequent request for arbitration shall be considered invalid. The Union and the Contractor may mutually agree to a permanent impartial arbitrator. If they have not agreed to a permanent arbitrator the Union and the Contractor shall thereupon select a disinterested person to act as an impartial arbitrator for such grievance. If the Union and the Contractor cannot agree upon such impartial arbitrator within five (5) working days after a grievance has been referred to impartial arbitration, then such impartial arbitrator shall be selected from a list of seven (7) arbitrators to be furnished by the Federal Mediation and Conciliation Service, said selection to be effected by the parties alternately striking names from such list and the person whose name remains on the list after six (6) having been stricken shall be the impartial arbitrator. Such selection of the impartial arbitrator shall be effected within five (5) days (excluding Saturdays, Sundays and Holidays) after receipt of the list from the Federal Mediation and Conciliation Service.

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

11.6 Each party to this agreement shall bear the expenses of preparing and presenting its own case. The fees and expenses of the arbitration shall be borne equally by the parties hereto. The party or parties ordering a transcript shall pay for stenographic records and transcripts.

11.7 Any time limits provided for in the grievance and arbitration procedure set forth in this Section may be waived or extended by mutual agreement between the Union and the Contractor.

## **Section 12 JURISDICTIONAL DISPUTES**

12.1 For the purpose of avoiding jurisdictional disputes with other trades and crafts, the Union and Employer agree that, whenever possible the Employer shall attempt to bid and embrace in its bids and job contracts and specifications, all of the piping, fixtures, and all other appliances and appurtenances that are necessary to make a complete plumbing and/or pipefitting installation as herein defined as the jurisdiction of work of members of the United Association.

12.2 There will be no strikes, no work stoppages or slow downs or other interferences with the work because of jurisdictional disputes.

12.3 The parties hereto agree that all jurisdictional disputes over the division of work with crafts affiliated with the Building and Construction Trades Department, AFL-CIO will be settled in accordance with the procedural rules and regulations of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, effective June 1, 1984 or any successor plan. All signatory employers to this Agreement agree to assign work and be bound to the terms and conditions of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, and the Union agrees that the work assignments made by the Employer shall be followed until the dispute is resolved in accordance with this Section.

## **Section 13 FRINGE BENEFIT CONTRIBUTIONS**

13.1 The employer adopts and agrees to be bound to the Trust Agreements establishing the Northwest Plumbing & Pipefitting Industry Health, Welfare & Vacation Trust Fund, Washington State Plumbing & Pipefitting Industry Pension Trust Fund, the Western Washington UA Supplemental Pension Trust Fund, the Plumbers and Pipefitters National Pension Fund, the International Training Fund, the Local 26 JATC Educational Development Trust funds and the Mechanical Contracting Industry Improvement Fund.

13.2 The Employer and Local Union have entered into an agreement whereby the Employer will make contributions to the Western Washington Supplemental Pension Trust (the trust) on behalf of employees represented by Local 26. Section 4.3 of the Western Washington U.A. Supplemental Pension Plan provides that participating employees who have been employed by the same participating Employer for thirty (30) or more consecutive days may elect to have additional funds deducted from their hourly wages, on a pre-tax basis, and contributed to the Trust as an elective employee contribution. The Employer hereby agrees to honor and implement such payroll deduction elections and to pay the amounts withheld from the employee's wages to the Trust in accordance with the rules established by the Trust's Board of Trustees and the following.

13.3 The pre-tax, payroll deduction contributions covered by this Agreement shall be remitted to the Trust on or before the due date for making the Employer's contributions or, if earlier, the fifteenth (15th) business day of the month next following the month in which the payroll deductions were made.

**13.4** In the event the Employer fails to remit the payroll deduction contributions within the time specified in the preceding paragraph, any funds subsequently paid to or collected by the Trust or any other Employee benefit trust fund to which the Employer is required to contribute shall be applied first to the delinquent payroll deduction contributions until all such contributions are paid, with any remainder then being applied to any other contributions due.

**13.5** The Employer party to this agreement agrees to contribute to the Plumbers and Pipefitters National Pension Fund and the International Training Fund for each hour an employee receives pay in accordance with the standard form of participation agreement attached to and made part of this agreement in the amount set forth under Section 17 - Economic Package.

**13.6** Copies of the Washington State Plumbing & Pipefitting Industry Pension Plan, Health & Welfare and Vacation Plan, Western Washington UA Supplemental Pension Plan, and the Local 26 JATC Educational Development Trust, and this Agreement shall be forwarded by the Plumbers and Pipefitters Council to each of its constituent Local Unions which have members or represents employees, directly affected thereby, in accordance with Section 104 of the Labor/Management reform act of 1959.

**13.7** It is recognized and acknowledged by all parties, including the participating Employers, that the regular and prompt payment of contributions is essential to the maintenance of an employee benefit plan and that it would be extremely difficult, if not impractical, to fix the actual expense and damage to the plan which would result from the failure of an individual employer to pay proper contributions within the time provided. Therefore, if any individual employer shall be delinquent in submitting his contributions or shall fail to pay contributions on behalf of all employees when such contributions are due, such employer shall be obligated for a surcharge in an amount no greater than twenty percent (20%) of the contributions not paid when due. Such amount shall become due and payable as liquidated damages, and not as a penalty, upon the day immediately following the due date for such contributions. The liquidated damages provided for herein shall apply to each separate month for which an employer is delinquent and shall be cumulative and charged to the Employer until paid in full. In addition to the above, in the event any employer fails to make any of the contributions required, such employer shall be required to pay in addition to the principle sum due and liquidated damages, interest thereon at the maximum rate allowed by law. In the event of a delinquency, an Employer shall be liable for and reimburse the Fund for reasonable attorney fees, cost of payroll audits and all other expenses incurred in connection with said delinquency, whether or not legal proceedings are initiated. It is recognized that the cost of legal services and the expense necessary for the collection of delinquent contributions or liquidated damages may have no relation to the actual dollar amount of the delinquent contributions or liquidated damages which may be relatively small in a particular case.

**13.8** Contributions shall be transmitted to the Trust office through the last pay period of the preceding month on all hours reported as income paid to the employees covered by this agreement in the preceding month, in a manner described by the Joint Administration Board. Contributions to each of the funds shall be made subject to all applicable Federal and State laws governing employee pension and welfare benefit plans. The Board of Trustees of the Health & Welfare Fund and the Board of Trustees of the Pension Trust Administration shall make available to each participant or beneficiary covered there under, (1) a description of the plan and (2) an annual report in accordance with Section 8 of the Welfare and Pension plans disclosure act of 1958, as amended.

**13.9** Each participating employer agrees that the jurisdiction and venue of any civil action for the collection of contributions due to any of the above mentioned funds by the Trustees against such Employer shall be laid in King County, State of Washington, or such other legally appropriate county as selected by the Board of Trustees. If employers conducting business in other states should become participants, it is agreed that the jurisdiction and venue of any civil action against such Employer for the collection of contributions due the Trust shall be in that jurisdiction selected by the Board of Trustees.

In addition to the remedies set forth herein, the Union shall (notwithstanding any express or implied no strike clause in this Agreement) remove the employees from or strike and picket any Employer failing to make any payment of money required by this section. The employer shall be liable for earnings lost by his employees because of the strike, but such earnings shall not exceed two (2) eight (8) hour pay periods for each employee so affected.

**13.10** The Employer contributions submitted to the Trust Office must be postmarked by the post office no later than the 15th of the month following the month in which the contributions are earned. Employers may hand deliver contributions to the Trust office by noon on the 20th of the month, however if the 20th of the month is a Saturday, Sunday or Holiday, then the contributions may be hand delivered before noon on the following regular workday.

**13.11** Contributions to the Western Washington Mechanical Contracting Industry Improvement Fund shall be paid by the Employers signatory to this agreement for all applicable hours worked and such payments to be made to the Trustees described in Section 13.1 who are hereby authorized to receive such funds as collection agent for transfer to the trustees of the said Industry Fund. The Fund is generally for the promotion and advancement of the mechanical contracting industry, to educate the public concerning desirable, safe and economic mechanical installations, to sponsor education research and develop activities to improve the industry, all as more particularly provided in the Agreement and Industry Fund Trust document creating the Fund. A Board of Trustees designated by the MCA of Western Washington shall manage the Industry Fund. The duties and plans of the Trustees are more fully defined in the Agreement and the Industry Fund Trust document governing its operation. No Journeyman or Apprentice shall have any vested right in the sums contributed by the Employer hereunder to the Industry Fund. Said Fund shall not be considered wages for purposes of overtime compensation, withholding taxes, and social security taxes or for any other purpose.

## **Section 14 WORK RECOVERY / PREVAILING WAGE**

**14.1** The Business Manager shall have the authority to invoke work recovery measures, even though such measures may modify existing conditions of this agreement. If Local 26 approves the use of National Agreements that provide more favorable conditions for a specific project all signatory employers to this Agreement may utilize those conditions. In the event Local 26 grants to any employer terms or conditions more advantageous than those contained in this Agreement, then all signatory contractors may utilize those more favorable conditions.

**14.2** Section 14 shall not apply to projects where all bidders are U.A. signatory.

**14.3** Wages and fringes for all prevailing wage work for Federal, State, County and other public agencies shall be frozen for the duration of the projects based at the time of bid. In the event of a project being re-bid, the later bid date shall apply. The employer agrees to contribute any additional contributions requested in writing from the Health & Welfare that is required for the maintenance of current benefits. All other fringe benefits shall remain the same.

**14.4** This section shall not apply to prevailing wage projects bid prior to the effective date of this agreement. (They will be completed under the provisions of the contract language that was adopted in the previous contract.)

**14.5** Section 14 shall not apply to a project bid after the effective date of this agreement if a contractor accepts a Local 26 work recovery grant for that project.

**Section 15  
SEPARABILITY**

It is the intent of both parties that all provisions of this Agreement are in compliance with applicable law, if any portion of this agreement is held to be illegal or in violation of any law by any court or agency of competent jurisdiction, such portion shall be immediately inoperative and either party shall have the right to reopen negotiations pertaining to such regulations and/or provisions by giving the other party written notice. If no agreement is reached within sixty (60) days of such notice, the parties shall submit to binding arbitration as described in Section 11.4. All other provisions shall continue in effect for the duration of the Agreement.

**Section 16  
TERM OF AGREEMENT**

This Agreement shall be effective from June 1, 2009 through May 31, 2012 and shall continue from year to year thereafter unless either Local 26 or the Employer or its representative shall notify the other sixty (60) days or more prior to its expiration of their intention to negotiate, extend, supplement, or terminate this Agreement. The Employer waives the right, if any exists, to repudiate this Agreement during its term and during the term of any extension, modification, or amendment. The Employer and Local 26 agree to negotiate in good faith with respect to a successor agreement, in the event either gives notice to modify or terminate this Agreement.

**Section 17  
ECONOMIC PACKAGE  
INDUSTRIAL/COMMERCIAL WORK**

Effective 6/1/2009	Zones 1, 2, 3, 5, 6 & 7	Zone 4
Base	34.29	33.79
Vacation	4.00	4.00
<b>Total Taxable</b>	<b>38.29</b>	<b>37.79</b>
H&W	7.31	7.31
State Pension	5.19	5.19
National Pension	2.38	2.38
ITF	.10	.10
Supp. Pension	1.00	1.00
JATC	1.50	1.50
Ind. Improvement	.30	.30
<b>Total Package</b>	<b>\$ 56.07</b>	<b>\$ 55.57</b>

Wage/fringe increases for all zones to be allocated over the life of this contract.

	<b>Zones 1, 2, 3,5,6,7</b>	<b>Zone 4</b>
<b>Effective June 1, 2009</b> (See MOU for Refineries and Pulp Mills)	\$1.90 Base Wage + \$0.10 to Ed-Dev	\$2.05to Base Wage +\$0.10 to Ed-Dev
<b>Effective January 1, 2010</b> (For those facilities covered under the MOU for Refineries and Pulp Mills)	\$1.90 Base Wage + \$0.10 to Ed-Dev	\$2.05to Base Wage +\$0.10 to Ed-Dev
<b>Effective June 1, 2010</b> To Be Allocated By Local 26	\$2.25	\$2.45
<b>Effective June 1, 2011</b> All Zones are now at the same package.	\$3.25	\$3.55
<b>Total Increase</b>	<b>\$ 7.50</b>	<b>\$8.15</b>

Foreman Scale: add 10% of the Total Taxable to Base pay

General Foreman Scale: add 17.5% of the Total Taxable to Base pay

All increases are to be allocated by the membership of Local 26 at least thirty (30) days prior to the effective date of the increase.

Local 26 may reallocate funds for the maintenance of Health & Welfare and the Education Development Trust at the request of the respective Trustees, after written notification to the union and MCA. Local 26 will make every effort to ensure that any of these allocations will coincide with scheduled increases.

### Section 18 TERMINATION, PAYDAY AND ACCOUNTABILITY

**18.1** Each employer shall pay his employees on or before five (5) days after the end of each payroll period. Employees working 4-10 shifts shall be paid no later than at the end of their shift on Thursday. When employees are laid off or discharged they shall be paid in full at the time of termination of employment. If an employee quits he will be paid in full at the ends of the next regular pay period. Payday is on Friday except that employees working swing shift shall be paid before their shift ends on Thursday. The employer may choose to mail payroll checks to the employee, provided that the checks are mailed with sufficient time to reach the employee on Thursday. Lay off checks for non scheduled shut down work shall be paid on estimated hours at termination with the correction wages paid by 3:00 p.m. the following regular work day. Checks not picked up in person by 3:00 p.m. the following business day, will be mailed to the address provided at time of hire.

Employee's terminated for cause, unless the cause is for a failed weld test, shall be paid by certified mail by the following business day.

**18.2** An employee that does not receive his or her check by quitting time shall be paid two (2) hours taxable income at the applicable shift rate for each day until the employee is made whole for all payroll owed.

18.3 The employee will account for all tools, and issued properties belonging to the employer upon termination of employment.

18.4 Employees may be terminated for cause and may appeal a termination through the grievance and arbitration procedure in Section 11.

## Section 19 APPRENTICES

19.1 The Contractor agrees to employ apprentices in conformity with the approved minimum apprenticeship standards of the Washington State Apprenticeship and Training Council and further agrees to employ apprentices in the ratio of journeymen as provided for in the applicable standards of the Local JATC where the work is being done.

19.2 When the employer has met the current apprenticeship ratios as outlined in the standards as adopted by the (JATC), Additional apprentices for a new project may be dispatched at a lower or higher percentage as determined necessary by the Business Manager.

19.3 All working conditions governing the employment of journeymen shall also apply to apprentices.

19.4 Apprentices shall work under the direct supervision of a journeyman who shall make every effort to see that the apprentice works in a safe and efficient manner and that he receives the necessary on the job training required to become a competent mechanic. This section does not imply that the Journeymen and apprentice must work hand in hand, however the Journeyman must provide direction to the apprentice.

19.5 The Contractor and the local Joint Apprenticeship Committee shall require all apprentices to attend scheduled training classes.

19.6 Training procedures for apprentices sponsored by the Plumbing and Pipefitting Industry shall be governed by the Rules & Regulations of the Journeyman & Apprentice Training Fund which is incorporated into this agreement by this reference.

19.7 The JATC shall conduct manual first aid classes to enable foremen, general foremen and stewards to meet the requirements of Section 21.3.

19.8 Apprentices shall receive an hourly straight time wage and fringe rate based upon a percentage of the established rate for journeymen employed within the bargaining unit as follows:

Period	Base Wage	Vac.	H&W Dental	State Pension	Natl. Pension	ITF	Supp. Pension	JATC	IND. IMP.
1st 6 Mos. @ 0-1000 hrs	50%	50%	100%	50%	50%	100%	\$0	100%	100%
2nd 6 Mos. @ 1001- 2000 hrs	55%	55%	100%	55%	55%	100%	\$0	100%	100%
3 <sup>rd</sup> 6 Mos. @ 2001- 3000	60%	60%	100%	60%	60%	100%	60%	100%	100%
4 <sup>th</sup> 6 Mos. @ 3001-4000	65%	65%	100%	65%	65%	100%	65%	100%	100%
5 <sup>th</sup> 6 Mos. @ 4001-5000	70%	70%	100%	70%	70%	100%	70%	100%	100%
6 <sup>th</sup> 6 Mos. @ 5001-6000	75%	75%	100%	75%	75%	100%	75%	100%	100%
7 <sup>th</sup> 6 Mos. @ 6001-7000	80%	80%	100%	80%	80%	100%	80%	100%	100%
8 <sup>th</sup> 6 Mos. @ 7001-8000	85%	85%	100%	85%	85%	100%	85%	100%	100%
9 <sup>th</sup> 6 Mos. @ 8001-9000	90%	90%	100%	90%	90%	100%	90%	100%	100%
10 <sup>th</sup> 6 Mos. @ 9001-10,000	90%	90%	100%	90%	90%	100%	90%	100%	100%

## Section 20 MECHANICAL HELPER

**20.1** Work under this classification shall be closely coordinated by the Business Manager so as not to interfere with the established apprenticeship program in regards to ratios, standards, legal restrictions, etc.

**20.2** Recruiting shall be from the apprenticeship waiting list first, and then from any source.

**20.3** The number of helpers shall be limited to one to each employer employing a minimum of three journeymen. If upon request for an additional helper and a suitable training opportunity exists in the best judgment of the JATC, an apprentice will be dispatched. No second helper shall be dispatched until an additional five journeyman are employed and suitable apprentice participation is realized. On jobs where a special condition exists, a request for an additional helper may be made at the direction of the Business Manager. An employer who fails or refuses to hire apprentices in accordance with the ratio of apprentices to journeymen shall not be entitled to any helpers. The reverse ratios shall apply in regards to layoffs.

**20.4** Helpers are considered workers not possessing the skills of a journey level person and are to be used with the following limitations to assist signatory employers compete against unfair competition in the plumbing and pipefitting industry. (Prevailing Wage Jobs "Federal or State Funded" may not allow the use of helpers). CHECK FIRST THE WAGE AND FRINGE BENEFITS AS THEY APPLY.

**20.5** Helpers will be allowed to perform the following work under this agreement under the supervision of a journeyman or Foreman on the job:

- a. Digging/ Backfilling and Compacting of ditches, excluding the running of heavy equipment.
- b. Loading and Unloading, distribution and stockpiling of materials and equipment to the general work area from ground level, storage area or point of first drop.
- c. Loading and Unloading of tools, welding machines, pipe stands, etc...
- d. Tool repair, cleaning and general pickup
- e. Jobsite Cleanup
- f. Hole cutting, except core drilling, drilling for inserts or wood cutting
- g. Assist Journeymen with the following: laying of side sewer pipe, water main pipe laying, lawn sprinkler pipe laying, setting of pipe to grade, septic tank installation, or to assist in the lifting of heavy equipment.
- h. Fire-Watch for hot work
- I. Hole Watch

**20.6 Fab Shop Helpers:** May be employed in a bona-fide fabrication shop working under a UA Label under the following restrictions. Penalty for violation of this section shall be the removal of the helper classification from the shop for a period of 6 months.

Each Fab Shop shall be allowed (1) helper per shift. In addition to the regular helper scope of work as listed above, fab-shop helpers may perform the following:

- a. Operate the following stationary tools, punch, shear, drill, drill press, brake band saw, cut-off saw, chop saw or hydraulic cutting device that are used to support the building of mechanical appurtenances.
- b. Bead blasting, paint removal on fittings by grinding for the purpose of providing a clean surface to be welded. Beveling or Tri-tooling of pipe or fittings is not permitted.
- c. "Under No circumstances shall the helper be allowed to cut pipe for fabrication or field installation by end to end measurements by the use of flame cutting devices or weld any of the same".

**20.7** It is the understanding that helpers may be placed into the apprenticeship on the basis of their location on the applicant waiting list when the need arises.

**20.8** The Contractor is responsible for the training, certification or licensing as may be necessary for safety or the operation of forklifts.

**20.9** Effective 6/1/09 the economic package for a Mechanical Helper shall be a base wage calculated at forty percent (40%) of the current journeyman base wage and the Plan A Health & Welfare contribution rate.

## Section 21 WORK RULES AND MISCELLANEOUS PROVISIONS

The following working rules are applicable to all work covered by this Agreement.

**21.1** Foreman: A foreman shall be designated on all projects where two (2) or more journeymen are employed. A Foreman may act as foreman on more than one project, providing the total manpower of the combined projects does not exceed ten (10) U.A. employees. A foreman shall not supervise a crew in excess of ten (10) U.A. employees.

**21.2** General Foreman: A general foreman shall be designated when a second foreman of the same craft is required on a project. General Foreman may supervise a maximum of thirty-three (33) employees (three crews of ten and three foremen).

A general foreman may act as a general foreman over one (1) or two (2) crews and supervise a crew of his own.

**21.3** Each foreman, general foreman, and job steward shall be required to possess a valid, current first aid card in accordance with State Law.

**21.4** There shall be no limit on production by workmen, or restrictions on the full use of tools or equipment by qualified craftsmen. There shall be no restriction on efficient use of manpower other than as may be required by Safety Regulations.

**21.5** Security procedures for the control of tools, equipment and materials are solely the responsibility of the Employer with the full cooperation and participation of the Employees.

**21.6** Slowdowns and featherbedding practices will not be tolerated.

**21.7** An applicant that fails a weld test shall be ineligible for redispach for the same test procedure to that employer for sixty (60) working days.

**21.8** An employee, after being hired and reporting for work at the regular starting time and for whom no work is available, shall receive pay for two (2) hours at the basic straight time hourly rate of wages, unless he has been notified before leaving his home not to report. Exceptions, however, shall be when strike conditions make it impossible to put such an employee to work, or when stoppage of work is occasioned thereby, or when an employee leaves work of his own accord. When the conditions set forth in this paragraph occur on an overtime day, the premium rate shall be paid.

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

**21.10.** The Employer shall notify the Union of all contract awards in excess of one million dollars in mechanical scope and at the request of the Union shall agree to schedule a pre job conference to discuss the scope of work and job assignments for the project.

## **Section 22 USE OF MANPOWER**

**22.1** Employers may transfer Local 26 members freely within the selected work zones indicated on the members work dispatch or to any work zone after the employee has worked for at least 6 months for the employer. Employers may place up to twenty (20) employees at their option on stand-by for a maximum of thirty 30 calendar days. The employer shall furnish to local 26's dispatch office a current list of all members on standby no later than 5:00PM every Friday. This list shall indicate the names and date of all individuals placed on stand-by.

**22.2** Local 26 and the employers agree to abide with the currently adopted Washington State Association of the U.A. Freedom of Movement Agreement for the duration of this Agreement. The WSA Agreement allows for the transfer of U.A. employees to jobsites located both outside and inside the signatory employers' home local subject to the limitations specifically adopted in that Agreement.

22.3 Employees dispatched from the B, C, or D list, as indicated on the dispatch form, or under the FOM (Freedom of Movement Provisions as adopted by the WSA (Washington State Association) shall not be transferred.

22.4 Under the rules of this agreement employees shall be terminated for lack of work on a project by project basis in reverse order of hire, D, C, B, then employees from the A list, except in those instances where the employee possesses a special skill or certification required to complete the work being performed and the others on the project that preceded him or her on the hiring priority lists do not have that skill or certification.

22.5 The employer may assign work to U.A. employees based upon the skill level of the employee.

### Section 23 HOURS OF WORK, OVERTIME AND SHIFT WORK

23.1 A regular workday shall consist of eight hours between 8:00 a.m. and 4:30 p.m. Monday through Friday.

23.2 After notification to the union, a variance in working hours shall be permitted to allow a single shift operation between the hours of 6:00 a.m. and 6:00 p.m. Shifts that are not performed between the 6:00a.m. - 6:00p.m. must continue for a minimum of (3) consecutive days or shall be paid at the 1-1/2 (Time and ½ Rate) up to 10 hours. Hours in excess of 10 hours shall be paid at the 2 time (Double-Time Rate) and include the meal allowance. All employees working a single or multiple shifts scheduled outside of these hours shall receive an additional ten (10) percent of taxable income as shift differential.

23.3 The Employer may institute a ten (10) hour day for a minimum of four (4) consecutive days Monday through Thursday, after prior notification to the union. If a scheduled workday Monday through Thursday is missed due to "inclement weather", a voluntary make up day may be scheduled on a Friday. Work in excess of ten (10) hours for shifts Monday through Thursday shall be paid at the double time (2 time) rate. The first ten (10) hours on Friday and Saturday shall be paid at the time and one half (1½) rate. Sundays and holidays shall be paid at the double time (2 time) rate. When the employer finds it necessary to schedule work on a six (6) or seven (7) day a week basis, payroll shall be based on a five (5) day, eight (8) hour schedule. In the event additional man-power is needed, they shall be compensated at the same rate of pay as those working the 4-10 established shift, regardless of when they began employment.

23.4 Overtime worked on a regular eight (8) hour schedule shall be paid at the time and one-half (1½) rate for all hours worked over eight hours per day up to and including ten (10) hours per day. The first 10 hours worked on Saturday shall be at the time and one-half (1½) rate. Sundays, holidays and work over ten (10) hours per day including four-ten shifts shall be paid at double time rate. Overtime rates shall apply to all taxable income.

23.5 When an Employee works continuously over ten (10) consecutive hours, he shall be allowed a paid lunch period of one-half (½) hour and every four (4) hours thereafter. The Employer agrees to either allow reasonable time to travel to the nearest suitable place where food is available or arrange to have suitable lunches brought to the job site. With the consensus of the crew, the Employer may elect to pay an additional one (1) hour of double time in lieu providing a meal for the first additional lunch period only.

23.6 Employees, at the direction of the Employer, working four (4) or more hours of overtime prior to a scheduled shift or a regular work day shall work the scheduled shift or regular work day at one and one half (1½) times the basic rate of pay

unless there is a break of eight (8) hours prior to the regular scheduled shift. Any hours worked during the balance of the regular scheduled shift will be paid at time and one-half (1½) when employees are directed to report back to work after the regular scheduled starting time.

## Section 24 HOLIDAYS

**24.1** Local Holidays shall be New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas.

**24.2** In the event any of the above named Holidays falls on a Sunday, the following day (Monday) shall be observed as the Holiday. If any of the above named Holidays falls on a Saturday, the previous day (Friday) shall be observed as the Holiday.

## Section 25 TRAVEL AND SUBSISTENCE

**25.1** Recognized travel free zones shall be established in Bellingham, Mt. Vernon, Everett, Bremerton, Lacey, Aberdeen, and Longview. Employers shall be entitled to a travel free zone of thirty-five (35) road miles in all directions from the following locations:

Zone 1	Bellingham:	The intersection of I-5 and Iowa Street
Zone 2	Mt Vernon:	The intersection of I-5 and Kincaid Street
Zone 3	Everett:	The intersection of I-5 and Pacific Avenue
Zone 4	Bremerton:	The intersection of Hwy 3 and Kitsap Way
Zone 5	Lacey:	The intersection of I-5 and Marvin Road
Zone 6	Aberdeen:	The intersection of Hwy 12 and Hwy 101
Zone 7	Longview:	The intersection of I-5 and Tennant Way

**25.2** The employer shall pay the current Federal Mileage Reimbursement Rate per mile for employees driving their own vehicle in excess of thirty-five (35) miles beyond the intersections as listed above.

**25.3** Any employee sent out of town shall receive reasonable room and board. Subsistence when paid to the employee in lieu of the employer furnishing reasonable room and board shall be based: \$85.00 per day. For purposes of subsistence only, any holiday named in this agreement shall be treated as a day worked if the employee is available for work on the regular work day preceding or following the holiday if the holiday falls within the work week.

**25.4** On subsistence jobs in isolated or restricted areas where the jobsite is beyond 35 miles from suitable living accommodations, the employer may either furnish transportation for the employees or pay them the current Federal Mileage Reimbursement Rate for any distance beyond the 35 mile limit.

25.5 Employees required to travel over a toll bridge or over water from the established dispatch point for that project, shall be reimbursed for individual fares and bridge tolls. Employees shall only be paid for travel over water if it occurs during normal working hours.

25.6 When a project requires travel time which exceeds fifteen (15) minutes from a designated parking area to the jobsite the signatory contractor and Local 26 shall mutually agree on reasonable travel time compensation.

### **Brinks Decision (Supreme Court Ruling)**

25.7 The Employer reserves its traditional and customary right to provide Employer owned vehicles to employees for use in commuting. The provision of vehicles for commuting is reserved by and to Employer and may be withdrawn from any or all employees without notice.

The time spent commuting in employer furnished vehicles shall be non-compensable when and to the extent that:

- a. Activities performed are incidental to the use of the vehicle for commuting. Activities considered incidental to commuting include, but are not limited to, transporting material, parts and/or hand tools and communicating with the Employer.
- b. The Employee shall not be prohibited from engaging in personal activities that are incidental to commuting.

## **Section 26 JOB FACILITIES**

26.1 Each employee shall have adequate time before the established quitting time for the purpose of putting away tools, when necessary.

26.2 Adequate shelters for the change of clothing, heat for drying same, proper clean sanitary facilities, and drinking water are to be supplied by the Employer under City and State law. Where the length of the job warrants, or where five (5) or more men may be employed, a shed or shop must be provided by the Employer as a place for employees to change clothing. If the nature of the work is such as to require drying facilities, there must be provisions made by the Employer for drying wet clothing, shoes, boots, etc. No employee shall be required to eat lunch in a tool shed, or a cement shed, or to change clothing therein. A proper toilet shall be provided for the use of employees, except on small individual house jobs. In the event the Employer provides no toilet, employees shall not be penalized for leaving the job in case of necessity.

26.3 The Employer will provide all safety equipment as required to meet safety requirements except that when safety toed work shoes are required they will be furnished by the employee. No employee shall be required to wear any equipment worn by another employee until it has been properly sanitized. The employee shall furnish their own coat, work boots, rubber boots, and raingear with the exception of fire resistant clothing required by the customer suitable for the work.

26.4 When an employee is directed to stand-by because of the breakdown of any equipment or for any other reason that prevents the employee from working, the stand-by time shall be paid at the normal rate required for that shift. Time lost because of a breakdown of equipment or for any other reason preventing the Member from working is not to be made up as "time lost" by the employee involved.

## **Section 27 ORDINANCES**

27.1 No member of the Union shall install or be required to install any work of any type except in accordance with any applicable city, county, or state ordinances and code. In areas where no ordinance or code has been adopted, no member of the Union shall continue in the employment of any Employer unless the work that was being performed and the materials being installed comply with whatever the minimal published standards of safety, health, and sanitation that the Department of Health, for the State of Washington, may require.

27.2 Any member of the Union finding work installed contrary to applicable ordinances or codes, or in an unsanitary manner, shall report his findings to the Local Union Business Representative immediately.

27.3 A member of the Union installing work in violation of applicable codes may be required to complete necessary changes on his own time and to the satisfaction of the Examining and Appeals Board.

## **Section 28 STEWARDS RULES**

No member of the Union shall remain on any job where the following Stewards Rules do not apply:

28.1 Shop or Job Stewards shall be appointed or removed by the Business Manager or the Business Representative of the Local Union. No Foreman shall be appointed as Shop or Job Steward. A Steward shall be a qualified craftsman performing work of his/her craft and shall exercise no supervisory functions. There shall be no non-working Stewards. All shop and job stewards shall have a current first aid card.

28.2 It is agreed that harmonious relations between labor and management are enhanced when the Union's job Steward has the opportunity to attend the pre-job conference for continuity on such job from the start of the work until its conclusion. Therefore, the parties agree that the Union may designate its Steward in time for him or her to participate in and attend the pre-job conference and that the employment continuity of such Steward on the particular job will be from the start to the conclusion thereof, unless terminated for good cause.

28.3 The Local Union Business Manager, Business Representative or Stewards shall be allowed access to all places where employees covered by this agreement are employed provided that such representatives of the Union shall not interfere with the employee's production and further they shall be required to follow all appropriate project check-in, parking, security and safety procedures and they shall check in with the Employers designated project contact as designated on the work referral prior to entering the jobsite.

28.4 Job and Shop Stewards shall be allowed reasonable time for the performance of their duties and in no case shall a Steward suffer discrimination because of the performance of his Union functions.

28.5 The Steward on the job shall immediately report all accidents to the Local Union Business Representative.

28.6 In the event any employee is injured or becomes ill on the job, the Steward shall take care of his personal belongings.

28.7 The job Steward shall not be transferred, furloughed, change shifts, or be terminated without at least 12 hours advance notice to the Business Manager. Upon appointment, the Steward shall identify himself to the Employer or his representative.

28.8 The Local Union appointed Shop Steward shall be on the job when any overtime work is required, provided that he or she is qualified and regardless of the number of members employed thereon, or shall appoint a replacement.

28.9 New hires shall notify the job or shop steward of their employment. Stewards shall be notified of any disciplinary action taken by the Employer.

## Section 29 SUBSTANCE ABUSE

Local 26 and the Mechanical Contractors Association of Western Washington believe that substance abuse testing, treatment, and protection are as necessary in the skilled construction trades as they are in other high technology and safety-sensitive workplaces. Substance abuse testing and treatment measures are appropriate for all employer non-bargaining unit employees as well, including company executives and officers. MCAWW and Local 26 also recognize that broad mandates of such policies are being issued increasingly from both public and private purchasers of construction.

MCAWW and U.A. Local 26 regard worker safety, health and well being as integral to top quality work performance and successful project delivery. Therefore, in the mutual interests of contractors, Local 26, workers and their families, and the purchasers of construction services, MCAWW and U.A. Local 26 jointly subscribe to the following elements of substance abuse policies:

- public and/or private owner, customer, general contractor and signatory contractor substance abuse and testing mandates;
- prohibitions against the possession and use of alcohol and illegal substances at work;
- a prohibition against impairment at work;
- testing on the basis of pre-employment, reasonable suspicion, random, post-accident, annual, and return-to-work from treatment;
- stringent controls (such as computerized selection of individuals for unscheduled testing) against abuse in selecting individuals for testing;
- testing methods using non-invasive procedures; (no blood or hair samples)
- thresholds for positive results shall be consistent with state and federal law if applicable;
- treatment coverage (EAP's)
- those to be tested in the event of an accident, in addition to those directly involved, shall be by mutual

- agreement of the Foreman, Steward and Superintendent responsible for the work
  - the employee shall be paid actual time required for testing.
  - employees that provide a sample which is determined to be diluted will be given one opportunity to retest. Two (2) diluted samples shall constitute a positive result.
  - employees refusing to submit to testing will be treated as receiving a positive test.
  - employees failing to provide an adequate volume of urine to conduct a test without a valid medical explanation will be treated as receiving a positive test.
  - any conduct that clearly obstructs the collection process is prohibited.
  - providing false information about a urine specimen or attempting to contaminate or alter a urine specimen is prohibited. Any adulterated specimen shall be considered a positive test.
  - the reporting of results of the drug test shall be handled discreetly between the testing facility and Employer. The results shall be reported as follows:
    - A. Yes, the employee is within the limits described by the Employer.
    - B. No, the employee is not within the limits described by the Employer.
- employees that generate a positive test result from a “quick” or litmus test shall not be returned to the Hiring Hall or terminated until the results of the gas chromatography/mass spectrometry (CG/MS) are reported. Employee’s that generate a positive test will not be paid for testing. Employee’s shall be paid for all hours worked on the job site, if employed pending results of test.
- Employees that generate a positive test may request, within 72 hours of notification by the MRO, a re-test of his/her urine specimen at another SAMHSA certified laboratory at the Employee’s expense. Chain of custody for this sample shall be maintained. In the event of a negative test result on the re-test, the Employer shall pay for the re-test and any lost wages.
- the Employer and the testing facility agree that the detailed results of the described tests are to be held in the strictest CONFIDENCE between the Employer and the testing facility, unless due to contractual agreement the owner or general contractor is the program administrator, then any information given will not go beyond the negative or positive outcome of any test conducted. They further agree that the results of the above tests will not be provided to anyone without express written consent of the employee unless the results are being provided for grievance resolution.
  - the Employer and U.A. Local 26 agree that the grievance procedure contained in the Labor Agreement shall apply for dispute resolution relative to this policy.

Local 26 agrees to abide with alcohol and drug testing policies that conform to these guidelines.

## APPENDIX -A- HIRING HALL RULES & REGULATIONS

### Section 1 DELEGATION OF AUTHORITY

In order to foster and maintain at all times a permanent pool of journeymen artisans and mechanics skilled in their trade and available to serve the requirements of the building and construction needs of the areas covered by this Agreement, the employer hereby delegates to the Union and the Union hereby accepts the exclusive privilege of exercising the authority of the employer so delegated in selecting applicants for employment within the bargaining unit.

**Section 2  
HIRING HALL**

2.1 The Union shall establish non-discriminatory work registration and hiring facilities, which shall be the exclusive source of applicants referred to employment within the bargaining unit at the request of the employer party to this Agreement.

2.2 Any charge of discriminatory conduct shall be investigated by the Appeals Board under the guidelines of the UA Standard's of Excellence.

**Section 3  
HIRING HALL AREA**

A hiring hall shall operate within the defined geographical area of Local 26 jurisdiction.

**Section 4  
HIRING HALL COSTS**

The hiring hall shall be operated at the expense of the Union.

**Section 5  
METHOD OF OPERATION**

The hiring hall shall be open to all applicants who have demonstrated their competence and skill as journeymen in the plumbing and pipefitting industry. The hiring hall shall be non-discriminatory in that the selection of applicants for referral to work within the bargaining unit shall not be affected by any aspect of union membership, policies, or requirements, except that a union member may be denied access to the hiring hall when he or she is not in compliance with the maintenance of membership provisions of Section 6 of the Labor/Management Agreement. It shall be the burden of the Union to establish that the denial of access to the established hiring hall register is consistent with the provisions of the Labor Management Relations Act.

**Section 6  
THE HIRING AGENT**

The hiring hall shall be under the direct supervision and control of the duly elected, qualified, and acting Business Manager or his assignee. For the purposes of this Agreement, this official may be referred to as the "Hiring Agent".

**Section 7  
HIRING FORMS**

The Union and Contractors shall adopt and publish all forms to be used in this hiring system, including but not limited to the following:

- |         |                                     |
|---------|-------------------------------------|
| Form #1 | Applicant's Registration            |
| Form #2 | Work Referral                       |
| Form #3 | Employer's Termination              |
| Form #4 | Applicant's Re-registration         |
| Form #5 | Applicant's Request for Examination |
| Form #6 | Appeal                              |

Form #7 Employer's Work Order  
Form #8 Applicant's Request for Vacation

## Section 8 HIRING HALL RECORDS

All hiring hall records are to be filed and maintained separate and apart from union records.

## Section 9 APPEALS BOARD

**9.1** A permanent Examining and Appeals Board (EAB) shall be established. The United Association's Standard for Excellence is implemented by reference and adopted by all parties to this agreement. Local 26 shall appoint two (2) members and Mechanical Contractors Association of Western Washington shall appoint two (2) Employer members bound by this Agreement and a neutral member (who shall be appointed by both parties) to consider any complaint by the Union, the MCA, employee, applicant, or any signatory employer arising from or relating to the Standard for Excellence. It shall be the duty of the EAB to investigate and determine the qualifications of any Employee or applicant for employment whose Journeyman status is in doubt. The EAB shall review the qualifications and status of any applicant who receives two (2) or more terminations for cause within a twelve (12) month period or when an applicant receives two (2) or more ineligible for rehire terminations within a twelve (12) month period. The EAB shall have the right to suspend the Hiring Hall rights or request that the applicant receive counseling or treatment, enroll in Journeyman training or other professional treatment or training deemed necessary by the EAB. The EAB shall also investigate and determine any dispute relating to the operation of the Hiring Hall. In the event the EAB becomes deadlocked with respect to any matter within its jurisdiction, any interested party shall be permitted to submit the matter to an impartial umpire. Fees and selection procedures shall be in accordance with the American Arbitration Association rules.

**9.2** Indemnification of Board Members: All members of the Appeals Board, including the neutral member, shall be indemnified and held harmless against any judgment, including court costs and attorney's fees incurred and/or paid for on behalf of the Appeals Board in defending any lawsuit, or other legal proceeding brought against the Board. Any loss, claim or damage which, if established, against any member or members of the Appeals Board or if incurred in the performance of his or their duties as such a member or members, shall constitute valid and collectible loss sustained by either the employer or the Union, as the circumstance may dictate.

## Section 10 EXAMINATIONS

**10.1** The Examining Board shall be requested to examine otherwise qualified applicants by the Hiring Agent on a standard form (Form #5).

**10.2** In the conduct of required examinations, the Board will utilize standard tests, which may be oral, written or manual, or a combination of any of these, for the purpose of determining the degree of skill, training and competence the applicant possess. Examination results will be graded and forwarded to the applicant and the Hiring Agent within twenty-four (24) hours from the date of examination.

**10.3** If any individual should fail the first examination, he must wait a minimum of thirty (30) days before taking a second exam. If an individual should fail a second examination, he must wait a minimum of sixty (60) days before taking a third exam. If an individual should fail a third exam, he must wait a minimum of ninety (90) days for every failed test thereafter. The Examining Board shall be paid by the applicant an established fee, which shall be collected by the Hiring Agent for the Examining Board.

## Section 11 APPEALS

**11.1** Hiring hall lists are posted at the Hiring Hall. It is the obligation of the applicant to verify that his name appears on the correct list, showing registration at the correct date and time. Any mistakes appearing on the list must be brought to the attention of the dispatcher within one week of registration. All grievances must be registered at the business office, within five (5) working days of the alleged offence, in writing. No other allegations shall be considered.

**11.2** The Appeals Board shall either hear or otherwise adjudicate all grievances asserted against the Hiring Hall, including but not limited to grievances arising out of work registration, work referrals, and the preparation of the referral registration lists. No grievance for out-of-order referrals due to mistaken placement on the hiring list shall be considered where the applicant did not verify his place on the hiring list and notify the dispatcher of the mistake within five (5) working days of his registration on the list.

**11.3** The Appeals Board shall hear all properly filed appeals in as timely a manner as is possible within the confines of Section 9.

## Section 12 THE HIRING LIST

**12.1** All applicants for work must be classified by the Hiring Agent either on the "A" list, the "B" list, the "C" list, or the "D" list as established by the Union.

**12.2** Local 26, MCA and signatory Employers agree to adopt the necessary hiring hall changes should a jointly developed journeyman training program that provides hiring incentives for those applicants that participate be established.

### 12.3 "A" LIST APPLICANTS

The "A" list applicants shall be all those registered available for work who have had five (5) or more years \*experience at the trade within the territorial jurisdiction of the applicable hiring hall.

\*Experience shall mean that the registrant must have had a minimum of five (5) years of reasonably and continuous employment at the trade prior to registration. Reasonably and continuous employment shall mean a minimum of 1500 hours during a calendar year

### 12.4 "B" LIST APPLICANTS

The "B" list applicants shall be all those registered as available for work who have had five (5) or more years \*experience at the trade within the territorial jurisdiction of the Washington State Association provided their home local reciprocates the same privileges. \*Experience shall mean that the registrant must have had a minimum of five (5) years of reasonably and continuous employment at the trade prior to registration. Reasonably and continuous employment shall mean a minimum of 1500 hours during a calendar year

### 12.5 "C" LIST APPLICANTS

The "C" list applicants shall be all those registered as available for work who have had five (5) or more years \*experience at the trade outside the jurisdiction of the Washington State Association but whose home work area has a common bond with the Washington State Association and this Local Union.

\*Experience shall mean that the registrant must have had a minimum of five (5) years of reasonably and continuous employment at the trade prior to registration. Reasonably and continuous employment shall mean a minimum of 1500 hours during a calendar year

## 12.6 "D" LIST APPLICANTS

The "D" list applicants shall be all those registered as available for work who have had five (5) or more years experience at the trade outside the scope of the "C" list applicants.

\*Experience shall mean that the registrant must have had a minimum of five (5) years of reasonably and continuous employment at the trade prior to registration. Reasonably and continuous employment shall mean a minimum of 1500 hours during a calendar year.

### Section 13 HIRING PROCEDURE

13.1 The employer may call by name from the "A" List the first two (2) employees dispatched to each project. Work located at the same jobsite is considered a separate project if that work is at least five hundred (500) U.A. man hours.

Additionally, on a company wide basis the employer may call by name from the "A" List any person covered by this Agreement, however for each person called for work in this manner, the employer's next two (2) requests will be filled by the first available qualified person from the "A" List. There shall be no accumulation of calls by name.

13.2 The Employer may select by name from the "A" list the necessary supervision required. Employees hired as supervision must possess the required qualification skills. When an applicant is referred under this section, the employee shall maintain foreman or general foreman status for the duration of his/her employment. Employees dispatched as supervision under this section shall not be considered a call by name as described in 13.1.

### Section 14 ROTATIONAL PREFERENCE

14.1 In all instances where the employer does not exercise his right to select applicants under the rules established hereby, referral to work shall be in the order in which their names appear on the "A" list by the Hiring Agent. When the "A" list is exhausted, applicants shall be referred to work under similar procedures by the Hiring Agent from the "B" list. When both the "A" list and the "B" list are exhausted, applicants shall be referred from the "C" list. When "A", "B", and "C" lists are exhausted, applicants shall be referred from the "D" list.

14.2 Under the rules of this agreement employees shall be terminated for lack of work on a project by project basis in reverse order of hire, D, C, B, then employees from the A list.

### Section 15 HIRING HALL PROCEDURES

15.1 The hiring hall shall be open from 8:00 a.m. to 12:00 noon and 1:00 PM to 4:00 P.M. Monday through Friday. Dispatch hours shall be from 8:00 AM to 12:00 noon Monday through Friday. In cases of emergency as determined by the Business Manager dispatch hours may be modified to meet any additional future needs. If because of an emergency it becomes necessary to dispatch employees outside of regular hiring hall dispatch hours, the dispatcher shall dispatch in order those registered on the referral lists. Those applicants unable to be contacted, or who refuse the call, will not be charged for the work rejection. Those applicants able to be contacted shall be dispatched to the contractor requesting employees. Those applicants dispatched during this time shall perform the emergency work only, and upon completion of said work, shall return to the hiring hall.

15.1B In cases of an emergency, an applicant may be name called for a same day dispatch. An emergency shall be considered a life, safety or indirect circumstance that would result in a substantial loss to the customer that could not be

considered for the following business day.

**15.2** All applicants shall provide all of the necessary documentation to the hiring agent to prove US citizenship or prove US employment authorization. No applicant will be dispatched who is not authorized for US employment.

**15.3** Any applicant seeking work within the established bargaining unit shall register his/her availability by completing and filing with the hiring hall a registration form (Form #1). Other than supplying the usual employment data, the applicant shall designate all trade skills such as plumber, fitter, refrigeration fitter or welder. The applicant may list those special skills in which he holds certificates showing satisfactory completion of journeyman training courses or current certification cards. Applicants shall be placed on the hiring hall register between the hours of 1:00 PM and 5:00 PM Monday thru Friday.

**15.4** At the time of registration all applicants must elect the zones in which he or she is seeking work. The applicant may elect any zone or combination of zones. The work zones shall encompass the following areas.

- Zone 1: Whatcom County
- Zone 2: Skagit and San Juan Counties
- Zone 3: Snohomish and Island Counties
- Zone 4: Kitsap and Mason Counties
- Zone 5: Pierce, Lewis and Thurston Counties
- Zone 6: Grays Harbor, Pacific and Wahkiakum Counties
- Zone 7: Cowlitz, Skamania and the northern tip of Clark Counties

**15.5** Where it appears from the applicant's registration that the applicant has served an apprenticeship at the trade under any system acceptable to the US Bureau of Labor Standards; or, in the alternative, has had not less than five (5) years of experience in the plumbing and pipefitting trade and has passed any standard examination determinative of the degree of skill and training possessed, the applicant shall be placed on the appropriate hiring hall register in the order of registration. Where applicable, Union records may be used in determining the applicant's trade, skill and experience qualifications. It shall be the burden of the applicant to prove trade, skill and competency qualifications.

**15.6** No applicant shall register work availability at more than one hiring hall during any one period of unemployment. Violators of this rule shall be placed at the bottom of the lengthier of the hiring registers of the two or more hiring halls at which he may have registered for the first offense. For a second offense, the applicant shall be summoned before the Appeal Board who shall determine if the applicant should be suspended from all hiring hall registers, and for what period of time.

**15.7** No applicant may register for any person other than himself. All registration must be in person, except as stated in Section 15.3.

**15.8** Any applicant unable to prove submittal to an examination at any time designed to determine their skill and competence shall not be placed on the hiring hall register irrespective of training and experience. Said applicant shall be directed to the Examining Boards for the examination as required by this Agreement (Form #5). At the time of filing his request with the Hiring Agent, the applicant requesting examination shall pay the standard examination fee. The fee shall be used to defray the expenses of the examination. The applicant's name shall not be added to the hiring hall register until the Hiring Agent shall have received the written notification of the Examining Board that he has successfully passed the examination.

**15.9** The applicant may specify the type of examination he requires to establish a specialized skill. In the event the applicant limits the examination to a special skill, the successful completion of the examination shall operate to limit the

applicants work availability to that skill. In the event an applicant requests any additional examination for any reason, the standard examination fee shall accompany each request.

**15.10** In instances where it appears that a position has been obtained on the hiring hall register through fraud, misrepresentation, or other questionable means; the Hiring Agent shall refer the matter to the Appeals Board. If the applicant is found to be guilty of fraud or misrepresentation, the Appeals Board shall establish the penalty to be imposed in accordance with the severity of the offense. Penalties may range from down grading on the hiring register through suspension for a specific period of time.

**15.11** Any applicant who has been suspended from the hiring hall register shall re-register his availability at the end of the suspension period. His name shall then be placed at the bottom of the register.

**15.12** Any applicant, whose name has been stricken from a hiring hall register for a period of thirty (30) days or longer, may file a petition for reinstatement to the hiring hall register. The petition shall detail the change of circumstances relied upon by the petitioner in seeking reinstatement to the hiring hall register. The petition shall be addressed to the Appeals Board and Hiring Agent.

## **Section 16 PHYSICAL AVAILABILITY FOR WORK**

**16.1** Each applicant must be physically available for work offers within twelve (12) hours after a call as a condition of retaining his respective position on the hiring hall register. Failure to be available within the time specified shall be charged against the applicant as a work rejection.

**16.2** **Illness or Injury:** In the event an applicant is incapacitated because of either occupational or non-occupational illness or injury, his position on the hiring hall register shall continue to move until he is in first position. Upon obtaining a written release from his medical attendant, the applicant shall report that fact to the hiring agent for the purpose of work referral. It shall be the burden of the applicant to prove physical disability in order to retain his position on the hiring hall register.

**16.3** **Vacation:** Under this section, to take the burden of proof off the dispatcher, there will be a vacation form made available (Form #8). The vacationing member will fill in the dates that he intends to be on vacation and sign the form. This form must be used if a member is to be immune from receiving a rejection of work during the vacationing time period. Any applicant electing to apply for and receiving a vacation shall not thereby lose his place on the hiring hall register. Applicants shall be allowed up to three (3) weeks annual vacation to be taken a minimum of five (5) days consecutively.

**16.4** **Employer Work Orders:** Upon request by the employer for men from the hiring hall, the Hiring Agent shall refer competent and qualified men whose trade classification is indicated on the applicant's basic registration form #1.

## **Section 17 WORK REFERRALS**

**17.1** An applicant shall be referred to work in the order of position on the hiring hall register either as a journeyman, apprentice, trainee or helper except in those instances where the employer calls for an applicant by name or specifies a special skill, which requires an examination or certification.

**17.2** The hiring agent agrees to refer competent, skilled, qualified and experienced applicants to the Employer within 48 hours of the Employer's request, exclusive of Saturdays, Sundays and Holidays, after which time such request shall be considered canceled and the Employer may employ applicants from any source. Section 6 Union Security, of the Labor Management Agreement shall apply.

17.3 Work referrals shall be made in triplicate on a work referral (Form #2). The applicant shall receive two copies of the work referral, one of which he will present to the employer and the other to the steward. Referrals electronically transmitted shall be copied by the employer and provided to the shop steward.

17.4 The Hiring Agent shall make two (2) work calls to the telephone number(s) supplied by the applicant at the time of registration. It shall be the responsibility of the applicant to provide their current telephone number(s).

17.5 If the applicant supplies no telephone number, it shall be the applicants' responsibility to keep him or herself available for work referrals by the Hiring Agent. Applicants on the hiring hall register shall be available for work referral during the dispatch hours as posted in the hiring hall.

## Section 18 MAINTENANCE & LOSS OF POSITION ON HIRING HALL REGISTER

18.1 Length of Work: **Long Term** (81 regular hours or more.) Any applicant dispatched from the Hiring Hall list that accepts work from a period of eighty one (81) hours or more of continuous employment (excluding Saturdays, Sundays and holidays) shall thereby lose their position on the Hiring Hall register. Upon accepting a third (3rd) call, applicants will be removed from the list and must re-register at time of termination. Upon termination, applicants must re-register within twenty-four (24) hours: Saturdays, Sundays and Holidays are excluded.

Length of work: **Short term** (80 regular hours or less.) Any applicant dispatched from the "Short Call" hiring list that accepts work shall thereby lose their position on the "Short Call" Hiring Hall register. Upon termination applicants must reregister within twenty four (24) hours: Saturdays, Sundays and Holidays are excluded.

18.2 If the applicant fails to meet the jobsite requirements in place on the project the applicants name shall be stricken from the hiring hall register for a period of fifteen (15) days for the first offense; thirty (30) days for the second offense; for the third offense the applicant shall be summoned before the Appeal Board for appropriate action. After the suspension period the burden of re registration shall be borne by the applicant.

18.3 Any applicant who has accepted a work referral and thereafter is unable to report at the time and place ordered shall notify the Hiring Agent at least twelve (12) hours in advance of his inability to report as referred as a condition of retaining his/her position on the hiring hall register.

18.4 Applicants failing to report as referred, without documentation shall be placed at the bottom of the hiring hall register for the first offense. A second offense shall be sufficient reason for the Appeal Board to summon the applicant to appear before it for the purpose of showing cause why their name should not be suspended from the hiring hall register.

18.5 Voluntary Quits or Termination for Cause: Every applicant who accepts a work referral and thereafter quits or is terminated for cause shall not be permitted to retain his/her position on the hiring hall register, but must re-register his/her availability at the hiring hall.

18.6 Work Rejection: Long Term (81 regular hours or more); any applicant may reject two (2) offers of work made by the Hiring Agent without losing his/her position on the hiring hall register. After a third (3rd) rejection of employment the applicant's name shall be placed at the bottom of the hiring hall register unless documentation is provided to prove injury, illness, or other emergency. The burden of providing documentation shall be the applicants. (For the purpose of this subsection an applicant who has limited his availability to a special skill shall not be charged with a work rejection for refusing a work referral to employment outside of the applicants registered specialty.)

**Work Rejection:** Short Term (80 regular hours or less); any applicant rejecting a work call from the "Short Call" hiring list

shall thereby lose their position on the "Short Call" hiring register and be placed at the bottom of the list. (For the purpose of this subsection an applicant who has limited his availability to a special skill shall not be charged with a work rejection for refusing a work referral to employment outside of the applicants registered specialty.)

**Work Rejection:** Any B, C or D card member seeking employment within the jurisdiction of Local 26 and rejects (3) work offers made by the hiring agent shall have their travel card sent back to their home local for a minimum of 30 calendar days unless documentation is provided to prove injury, illness, or other emergency. The burden of providing documentation shall be the applicants. (For the purpose of this subsection an applicant who has limited his availability to a special skill shall not be charged with a work rejection for refusing a work referral to employment outside of the applicants registered specialty.)

**18.7** Any applicant rejecting work within the classification he/she is registered and within the zone or zones selected by the applicant on Applicant Registration form #1 will be charged with a work rejection and if called for the same contractor for a separate future work order, will have the opportunity to accept or reject.

**18.8 Work Termination:** On the date of termination or severance of any applicant from the employ of any employer, the employee shall be given a termination form (Form #3), which shall state the reason for termination: e.g., reduction in force, voluntary quit, discharge for cause, etc. If the applicant desires to re-register for work at the hiring hall he/she shall present to the Hiring Agent the termination form at the time of registration. Employees terminated with an "ineligible for rehire" are ineligible for rehire to that employer for 60 days. The Employer shall notify the union and employee in writing stating the reason and duration for ineligible for rehire periods in excess of 60 days. An employee discharged for cause, fired, or poor work performance, no less than twice (2) in a calendar year, shall be summoned before the EAB or the local Executive Board for review. Such member shall be placed on Hold status, until such time as a decision has been rendered.

**18.9** Any applicant who is registered on the "A" list and takes a travel card to seek employment in another Local Union, upon returning to their home Local Union, will be placed on the "A" list according to the last date and time of registration as shown by his last registration form #1.

## **Section 19 DEFINITIONS**

For the purpose of these hiring hall rules and procedures above, the following terms are defined as follows:

**19.1 Applicant:** Any person available for work within the bargaining unit and duly registered as available for work with the hiring hall.

**19.2 Available for Work:** Declaration by any applicant that he/she is available for work and is ready, able and willing to accept immediately any suitable work at his/her trade which may be offered to him through the hiring hall.

**19.3 Employer:** The employer signatory to the Labor/Management Agreement of the Plumbing & Pipefitting Industry, or any other employer of the Plumbers and Fitters working within the area covered and party to a valid, exclusive, non-discriminatory hiring agreement with the United Association or any component thereof.

**19.4 Suitable Work:** Work offered within the customary occupation of the applicant which meet the trade skills and zone selections as provided by the applicant in accordance with registration form #1.

## **Section 20 SAVING CLAUSE**

If any term or provision of these hiring hall rules and procedures as adopted and published should, in operation or interpretation, discriminate against the Employer, or applicant, or against any person because of Union or Non-Union

membership, or is found to be illegal by the National Labor Relations Board, or by any court of competent jurisdiction, that term or provision shall be immediately suspended, pending proper review and necessary revision.

## **Section 21 POSTING**

Section 6 of the Labor/Management Agreement, Plumbers & Pipefitters Industry, together with these hiring hall rules and procedures shall be made available at the hiring hall or upon request.

### **APPENDIX -B**

**The following 53 items are the jurisdiction of work of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada.**

1. All piping for plumbing, water, waste, floor drains, drain grates, supply, leader, soil pipe, grease traps, sewage and vent lines.
2. All piping for water filters, water softeners, water meters, and the setting of same.
3. All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above mentioned equipment.
4. All water services from mains to buildings, including water meters and water meter foundations.
5. All water mains from whatever source, including branches and fire hydrants, etc.
6. All down spouts and drainage areas, soil pipe, catch basins, man holes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc.
7. All liquid soap piping, liquid soap tanks, soap valves and equipment in bath and washrooms, shower stalls, etc.
8. All bathrooms, toilet room and shower room accessories; i.e., as towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc. (Refer to June 29, 1965, Jurisdictional Agreement between the UA and Carpenters International Union.)
9. All lawn sprinkler work, including piping, fittings, and lawn sprinkler heads.
10. All sheet lead lining for x-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipefitting industry.
11. All fire standpipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories, and all piping for sprinkler work of every description.
12. All block tin coils, carbonic gas piping, for soda fountains and bars, etc.
13. All piping for railing work, and racks of every description whether screwed or welded.
14. All piping for pneumatic vacuum cleaning systems of every description.

15. All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil, or gas, used in connection with railway cars, railway motor cars, and railway locomotives.
16. All marine piping, and all piping used in connection with ship building and ship yards.
17. All power plant piping of every description.
18. The handling, assembling, and erecting of all economizers, super heaters, regardless of the mode or methods of making joints, hangers and erection of same.
19. All internal and external piping of boilers, heaters, tanks and evaporators, water legs, water backs, and water grates, boiler compound equipment, etc.
20. All soot blowers and soot collecting piping systems.
21. The setting, erecting, and piping for all smoke consuming and smoke washing and regulating devices.
22. The setting, erecting, and piping of instruments measuring devices, thermostatic controls, gauge boards, and other controls used in connection with power, heating, refrigeration, air conditioning, manufacturing, mining and industrial work.
23. The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers and all piping for same in power houses, distributing and boosting stations, refrigeration, bottling, distilling and brewing plants, heating, ventilating and air conditioning systems.
24. All piping for artificial gases, natural gases, and holders and equipment for same; chemicals, minerals and by-products and refining of same for any and all purposes.
25. The setting and erecting of all underfed stokers, fuel burners, and piping, including gas, oil, power fuel, hot and cold air piping and all accessories and parts of burners and stokers, etc.
26. All ash collecting and conveyer piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.
27. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer tanks, transfer pumps, mixing devices and piping thereto of every description.
28. The setting, erecting, and piping of all cooling units, pumps, reclaiming systems and appurtenances in connection with transformers, and piping to switches of every description.
29. All fire extinguishing systems, and piping, whether by water, steam, gas, or chemical, fire alarm piping, and control tubing, etc.
30. All piping for sterilizing, chemical treatment, deodorizing and all cleaning systems of every description and laundries for all purposes.
31. All piping for oil or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.
32. All piping for power or heating purposes, either by water, air, steam, gas, oil, chemical, or any other method.
33. All piping, setting, and hanging of all units and fixtures for air conditioning, cooling, heating, roof cooling, refrigerating, ice making, humidifying, dehumidifying, and dehydrating, by any method, and the charging, testing, and servicing of all work

after completion.

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

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

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

37. All process piping for refining, manufacturing, industrial, and food processing and shipping purposes of every character and description and shall include all piping for collection of dust, grindings or shavings that are created by the manufacturing process.

38. All air piping of every description.

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

40. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, (including all structural supports for rooftop heating and cooling equipment) sleeves, thimbles, hangers, conduits and boxes, used in connection with the pipefitting industry.

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

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

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

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

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

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

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

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

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

50. Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, wood, or any other kind of material,

or product manufactured into pipe usable in the pipefitting industry, regardless of size or shapes.

51. All lead flashings shall be manufactured exclusively by Members of the Union. Lead flashings will be allowed to be fabricated in any shop and shall be allowed to be installed anywhere in the State by UA Members.

52. The fabrication and installation of all equipment stands, pipe supports, seismic restraints, brackets, and hangers of every description that are not standard catalog items.

53. The installation of Chilled Beams containing piping or tubing as primarily installed in commercial or academic environments.

A. The above 53 points are subject to Rulings of the Joint Board of Impartial Jurisdictional Disputes.

## **APPENDIX -C**

### **STANDARD FOR EXCELLENCE**

#### **MEMBER AND LOCAL UNION RESPONSIBILITIES**

To ensure the **UA Standard for Excellence** platform meets and maintains its goals, the Local Union Business Manager, in partnership with his implementation team, including shop stewards and the local membership, shall ensure all members:

- Meet their responsibilities to the employer and their fellow workers by arriving on the job ready to work, every day on time (Absenteeism and tardiness will not be tolerated.)
- Adhere to the contractual starting and quitting times, including lunch and break periods (Personal cell phones will not be used during the workday with the exception of lunch and break periods.)
- Meet their responsibility as highly skilled crafts workers by proving the required tools as stipulated under the local Collective Bargaining Agreement while respecting those tools and equipment supplied by the employer
- Use and promote the local union and international training and certification systems to the membership so they may continue on the road of lifelong learning, thus ensuring UA craft workers are the most highly trained and sought after workers.
- Meet their responsibility to be fit for duty, ensuring a zero tolerance policy for substance abuse is strictly met.
- Be productive and keep inactive time to a minimum.
- Meet their contractual responsibility to eliminate disruptions on the job and safely work towards the on-time completion of the project in an auspicious manner.
- Respect the customers' property (Waste and property destruction, such as graffiti, will not be tolerated.)
- Respect the UA, the customer, client and contractor by dressing in a manner appropriate for our highly skilled and professional craft (Offensive words and symbols on clothing and buttons are not acceptable.)

- Respect and obey employer and customer rules and policies.
- Follow safe, reasonable and legitimate management directives.

## **EMPLOYER AND MANAGEMENT RESPONSIBILITIES**

MCAA/MSCA, PFI, UAC and NFSA and their signatory contractors have the responsibility to manage their jobs effectively, and as such have the following responsibilities under the **UA Standard for Excellence**.

- Replace and return to the referral hall ineffective superintendants, general foreman, foremen, journey workers and apprentices.
- Provide worker recognition for a job well done.
- Ensure that all necessary tools and equipment are readily available to employees.
- Minimize workers' downtime by ensuring blueprints, specifications, job layout instructions and material are readily available in a timely manner.
- Provide proper storage for contractor and employee tools.
- Provide the necessary leadership and problem-solving skills to jobsite supervision.
- Ensure jobsite leadership takes the necessary ownership of mistakes created by management decisions.
- Encourage employees, but if necessary, be fair and consistent with discipline.
- Create and maintain a safe work environment by providing site specific training, proper equipment and following occupational health and safety guidelines.
- Promote and support continued education and training for employees while encouraging career building skills.
- Employ an adequate number of properly trained employees to efficiently perform the work in a safe manner, while limiting the number of employees to the work at hand, thereby providing the customer with a key performance indicator of the value of the **UA Standard for Excellence**.
- Treat all employees in a respectful and dignified manner, acknowledging their contributions to a successful project.
- Cooperate and communicate with the job steward.

PLUMBERS AND PIPEFITTERS NATIONAL PENSION FUND  
Revised Standard Form of Participation Agreement

The undersigned Employer and Union agree that the Employer shall make pension contributions to the National Pension Fund in accordance with the terms of this agreement on behalf of those Employees who are covered by the National Pension Fund pursuant to the Collective Bargaining Agreement.

1. a) Commencing with the first day of \_\_\_\_\_, \_\_\_\_\_, and for the duration of the current Collective Bargaining Agreement between the parties, and any renewals or extensions thereof, the Employer agrees to make payments to the Plumbers and Pipefitters National Pension Fund for each Employee who is in each classification listed below in accordance with the Collective Bargaining Agreement, as follows:

<u>CLASSIFICATION</u>	<u>AMOUNT</u>	<u>EFFECTIVE DATE</u>
Journeyman	_____ per hour	_____
Apprentice	_____ per hour	_____
Other - specify	_____ per hour	_____

Any classification of Employees who are excluded from the Plan pursuant to good faith bargaining and for whom contributions are not required shall not participate in the Plan. Persons in such excluded classifications shall not be considered "Employees" for purposes of the Plan and this Standard Form of Participation Agreement.

- b) The Employer shall make the contributions set out in subparagraph 1(a) for each hour or portion thereof, for which an Employee is paid or entitled to payment for performance of duties for the Employer. (Each overtime hour shall be counted as one regular hour for which contributions are payable.)
- c) Contributions set out in subparagraph 1(a) above shall be paid starting with the Employee's first day of employment in a job classification covered by the Collective Bargaining Agreement.
- d) The Employer shall continue contributions to the Fund for any compensated Employees who were previously covered by the Fund as members of the bargaining unit and who are continuing to perform work of the type covered by the Collective Bargaining Agreement for at least half of their hours with the Employer. It is understood that the Employer may not make contributions on behalf of an Employee who owns, or whose spouse owns 10% or more of the corporation unless it signs and abides by a participation agreement covering such owner Employees. It is also agreed that the Employer shall not make contributions to the Fund on behalf of any Employees other than those specified herein.
2. The payments to the Pension Fund required above shall be made to the "Plumbers and Pipefitters National Pension Fund" which was established under an Agreement and Declaration of Trust, dated July 23, 1968 and restated December 13, 1978. The Employer, by signing the Standard Form of Participation Agreement, or by signing a Collective Bargaining Agreement providing for participation in the Plumbers and Pipefitters National Pension Fund, agrees to be bound by all of the term and conditions of the Restated Agreement and Declaration of Trust. Any Employer so adopting the Restated Agreement and Declaration of Trust thereby ratifies, accepts and designates as its representatives the Employer Trustees then serving as such and authorizes said Employer Trustees to designate additional Employer Trustees and successor Employer Trustees in accordance with the terms and conditions thereof, and authorizes the Trustees to adopt amendments to the Restated Agreement and Declaration of Trust. The Employer hereby acknowledges receipt of a copy of the Restated Agreement and Declaration of Trust in effect when this Agreement is signed.

3. It is agreed that the Pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension fund as a deduction for income tax purposes.
4. It is agreed that all contribution shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to retain and accountant or accounting firm to perform payroll audits of the Employer to determine whether the correct amount of contributions have been made or to determine whether contributions have been made on behalf of all Employees covered by the Plan.
5. If an Employer fails to make contributions to the Pension Fund within 20 days of the end of the month during which the work was performed, the Union shall have the right to take whatever steps are necessary to secure compliance, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs and expenses for collecting the payments due, together with attorneys' fees, interest on the unpaid contributions of 12% per annum, and liquidated damages of 10% of the unpaid contributions. The Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure or the "no-strike" clause provided under the Collective Bargaining Agreement
6. The parties agree that this Participation Agreement shall be considered a part of the Collective Bargaining Agreement between the undersigned parties.
7. The expiration date of the present Collective Bargaining Agreement between the undersigned parties is \_\_\_\_\_, \_\_\_\_\_. Copies of the Collective Bargaining Agreements and all renewal or extension agreements will be furnished promptly to the Pension Fund office and, if not consistent with this Participation Agreement, can be used by the Trustees as the basis for termination of participation of the Employer.

FOR LOCAL UNION NO.   26  , UNITED ASSOCIATION

BY \_\_\_\_\_ Business Manager  
 (Authorized Union Officer)

FOR THE EMPLOYER\*  
 \_\_\_\_\_  
 (Insert Name of Employer)

Address \_\_\_\_\_

By \_\_\_\_\_  
 (Authorized Officer of Employer)

Date \_\_\_\_\_, 20\_\_\_\_.

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

Note: This form should be attached to the Collective Bargaining Agreement. It is not necessary to repeat the clause in the Collective Bargaining Agreement. You may refer to it in your Collective Bargaining Agreement by stating therein: "The Employer agrees to make contributions to the Plumbers and Pipefitters National Pension Fund in accordance with the Standard Form of Participation Agreement attached to and made part of this Agreement." If you want to include the language of this form in the body of a Collective Bargaining Agreement that may be done and the signature of the parties at the end of that agreement will be sufficient.

(Revised May, 1994)

**RATIFICATION AND ADOPTION OF AGREEMENT BY EMPLOYERS**

For Plumbing and Pipefitting work performed within the geographical  
Jurisdiction of United Association Local 26 for the following time period.

**EFFECTIVE JUNE 1, 2009 THROUGH MAY 31, 2012**

**EMPLOYER INFORMATION:**

Sole Proprietorship

Partnership

Corporation

Joint Venture

\_\_\_\_\_  
Federal Employer ID No.

\_\_\_\_\_  
Washington State Contractor ID No.

**FOR THE EMPLOYER:**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Mailing Address

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

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

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

\_\_\_\_\_  
Web Site

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**FOR THE UNION:**

United Association  
U.A. Local 26  
8501 Zenith Court NE  
Lacey, WA 98516

Phone: (360) 486-9300  
Toll Free (888) 495-8099  
Fax (360) 486-9317

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
Phillip L. Dines  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date