

# **AGREEMENTS**

**between**

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

**and**

**Plumbers Local Union No. 5  
United Association**

**Effective from August 1, 2010 through July 31, 2014**

**Plumbers Local Union No. 5**

5891 Allentown Road  
Camp Springs, Maryland 20746  
(301) 899-7861  
www.local5plumbers.org

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

4601 President Drive, Suite 120  
Lanham, Maryland 20706  
(301) 731-0330  
www.mcamw.org

**Plumbers & Pipefitters Medical Fund**

Carday & Associates  
7130 Columbia Gateway Drive, Suite A  
Columbia, Maryland 21046  
(800) 741-9249

**Coordinator - Plumbers**

U.A. Mechanical Trades School  
8509 Ardwick-Ardmore Road  
Landover, Maryland 20785  
(301) 322-8810

**Plumbers and Pipefitters**

**National Pension Fund**

103 Oronoco Street  
Alexandria, Virginia 22314  
(703) 739-9020  
(800) 638-7442

# **BASIC CONSTRUCTION AGREEMENT**

between

Mechanical Contractor Association  
of Metropolitan Washington, Inc.

and

Plumbers Local Union No. 5  
United Association

Effective August 1, 2010 through July 31, 2014

**TABLE OF CONTENTS**

Article		Page
I	Purpose	6
II	Recognition	7
III	Management Rights	7
IV	Union Security	7
V	Working Rules for Journeymen Plumbers and Apprentices	8
VI	Work Jurisdiction	10
VII	Jurisdictional Disputes	10
VIII	Conflict of Interest	10
IX	Tools	11
X	Joint Conference Board	11
XI	Grievance & Arbitration Procedure	11
XII	Subcontracting	12
XIII	Installations & Material Handling	12
XIV	Supervision	13
XV	Labor Supply	13
XVI	Workers' Compensation	13
XVII	Unemployment Compensation	13
XVIII	Safety	13
XIX	Job Steward	14
XX	Hours of Work, Emergency Work, Overtime and Shift Work	14
XXI	Wage & Fringe Benefits	16
XXII	Use of Vehicles	20
XXIII	State Withholding	20
XXIV	Pay Days	20
XXV	Reporting Pay	21
XXVI	Report for Davis-Bacon Wage Rates	21
XXVII	Plumbers and Pipefitters Medical Fund	21
XXVIII	Plumbers and Pipefitters National Pension Fund	21
XXIX	Retirement Savings Fund	22
XXX	Plumbers and Pipefitters Apprenticeship Fund	23
XXXI	Plumbers and Pipefitters Vacation Fund	24
XXXII	Communication and Productivity Fund	24
XXXIII	United Association International Training Fund	24
XXXIV	Industry Fund	24
XXXV	Dues Check-Off	25
XXXVI	Payments to Trust Funds	25
XXXVII	Layoffs	26
XXXVIII	Strikes, Lockouts and Emergency Work During Work Stoppages	26
XXXIX	Separability	26
XL	Modification and Termination	27
XLI	Duration of Agreement	27
	Appendix A (U. A. Jurisdiction)	28
	Appendix B (Non-Exclusive Hiring Hall)	31
	Appendix C (Alcohol and Substance Abuse Policy)	34
	Appendix D Standard for Excellence	43

U.A. Local 5 Jurisdiction is indicated by shaded area.

1. This Basic Construction Agreement (hereinafter "Agreement") is made August 1, 2010, by and between the Mechanical Contractors Association of Metropolitan Washington, Inc. (hereinafter "Association") for and on behalf of all contractor members of said Association, and Local Union #5 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO (hereinafter "Union"). All provisions of this Agreement are binding on those non-Association Employers who become signatory hereto. The Union shall submit to the Association copies of all agreements signed between the Union and non-Association Employers. Contractors, whether members of the Association or not, may be interchangeably referred to as Employer(s) herein.

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

3. The term "Plumber" is hereinafter used to designate a journeyman plumber and/or gasfitter. The term "Apprentice" is hereinafter used to designate an apprentice plumber and/or gasfitter or probationary apprentice plumber and/or gasfitter. The term "Plumbing" is hereinafter used to include gasfitting, when applicable.

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

## **ARTICLE I**

### **Purpose**

5a. The parties hereto agree that:

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

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

5d. Strikes and lockouts are detrimental to the interest alike of employee, Employer and the public, and should be avoided.

5e. Mechanical work will be done by the Mechanical Contracting Industry.

5f. The public interest is conserved, hazard to life and property is reduced, and standards of work are improved by fixing an adequate minimum of qualifications in knowledge and experience as a requirement precedent to the right of the individual to engage in the Mechanical Contracting Industry.

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

5h. There shall be no discrimination against anyone, by either party, for reasons of color, race, creed, national origin, sex, age or disability. Any reference to the male gender in this agreement shall be deemed to include the female gender.

5i. The Association and the Union agree to establish new job classifications at such wage rates as will enable Employers to obtain work in new markets. The Association and the Union recognize and are fully aware of the non-union labor market that exists and is constantly growing within the jurisdictional area covered by this agreement. To counteract this imminent threat to our survival, the parties are willing to consider separate agreements in fields deemed necessary and imperative.

## **ARTICLE II Recognition**

6. The Association and all other employing contractors becoming signatory hereto recognize the Union as the sole and exclusive bargaining representative for all employees in the employ of the Employers and engaged in any and all work covered by this Agreement and the Working Rules with respect to wages, hours and other terms and conditions of employment, provided that this Agreement shall not be applicable to any employee engaged in "Service Work" as that term is defined in the Service Agreement between the Association and the Union except to the extent that the Supplemental Agreement provides for application of the provisions of the Basic Construction Agreement. The Union also recognizes the Association as the sole and exclusive collective bargaining representative for all its members who contract for work which comes within the trade and territorial jurisdiction of the Union.

7. The Union shall grant to all signatories to this Agreement any base rates, fringe benefits cost or working conditions for a particular job bid which may be extended or permitted to any company or association which also bids on the particular job within the geographical jurisdiction of Local #5 and which may be more favorable to an Employer than those contained in this Contract. The Union will report to the Association any present or new conditions, rate or fringes in construction contracts differing from those expressed in this contract. National Agreements are not applicable.

## **ARTICLE III Management Rights**

8. The management of the business is the sole and exclusive prerogative and responsibility of the Employer. This shall include but not limited to the direction of the working force, the right to hire, to plan, direct, control and schedule all operations (including the scheduling of the work force), the right to establish, change or introduce new or improved methods, machinery, quality standards or facilities.

9. The Employer is vested with the right to discipline or to relieve any employee from duty for just cause, or to lay off an employee because of lack of work. The Employer is also vested with the right to promote, demote or transfer employees in line with this Agreement.

10. The Union shall not sanction any employee performing any plumbing after his regular working hours for other than his current Employer.

## **ARTICLE IV Union Security**

11. All Employees covered by this Agreement, members of the Union now in the employ of any Employer signatory hereto, shall remain members in good standing in the Union during the term of this Agreement. All Employees covered by this Agreement, hereinafter employed by any contractor, shall become members of the Union on the eighth (8<sup>th</sup>) day following the beginning of such employment or the effective date of this Agreement, whichever is later, and shall remain members of the Union in good standing during the term of this Agreement. (This clause shall be effective only in those states permitting Union Security.)

12. If any employee who is required, as a condition of continued employment by the Employer to acquire and/or retain membership in good standing in the Union by the Provisions of Paragraph 11 above, shall fail to do so by reason of a failure on his/her part to tender the periodic dues or initiation fees uniformly required as a condition of acquiring or retaining membership, and if the fact of such failure is certified to the Employer by the Financial Secretary-Treasurer of the Union, the Employer will thereupon notify such employees that, unless he/she shall earlier correct such failure by the tender of all such dues and initiation fees that may then be due and owing his/her employment by the Employer will terminate as of the fifth (5<sup>th</sup>) day following the date of receipt of the certification if prior to such fifth (5<sup>th</sup>) day such failure shall not have been so corrected, the Employer will thereupon cause such employment to terminate.

**ARTICLE V**  
**Working Rules for Journeyman Plumbers and Apprentices**

13. It is mutually agreed that neither party to this Agreement shall establish or approve of any rules in their respective organizations at variance with the spirit of this Agreement.

14. Pre-Fabrication. Those Employers who wish to fabricate piping systems in their own shops may do so provided the work is done by plumbers and apprentices, and the shop is located within the jurisdiction of Local #5. The Business Manager of Local #5 must be notified prior to the start of any work. This notice shall be certified or registered mail only.

15. Any plumber (including a foreman) or apprentice employed by a resident Employer and sent out of Local #5's Territorial Jurisdiction to work for said Employer shall be governed by these rules and in addition thereto shall be paid for his transportation and traveling expense as well as for board and lodging. All plumbers and apprentices sent into other jurisdictions shall be governed by these rules. It is further agreed and understood that any plumber or apprentice sent out of Local #5's Territorial Jurisdiction on any work shall not leave said job without first giving his Employer at least three days' notice at home office so that he can be replaced.

16. All pipe shall be cut and threaded by plumbers or apprentices, whether on job site or off the job, excluding nipples six (6) inches or shorter. All pipe machines used for cutting and/or threading pipe for plumbing shall be operated by plumbers or apprentices. All piping to be assembled for plumbing, by whatever mode or method, shall be done by plumbers or apprentices, whether on or off job site. Plumbers and apprentices will be used to unload and distribute all materials on job from delivery point, including the handling and setting of boilers, pumps and tanks.

17. An individual proprietor or one member of a firm will be allowed to work with tools for the first year the individual or firm is in business, subject to the rules and hours of Local #5.

18. No plumber or apprentice will be allowed to perform work for his or any other Employer by contract for a given quantity. No plumber or apprentice will be permitted to work in a shop where such piecework is permitted. Plumbers and apprentices will not be permitted to limit a day's work.

19. No plumber will be permitted to work with an apprentice unless that apprentice is approved by the Washington, D.C. Joint Plumbing Apprenticeship Committee, and is in the process of serving his apprenticeship in accordance with the rules established by said Committee under Article XXX.

20. Plumbers and apprentices will not be permitted to leave job where there is a dispute without first notifying the Business Manager, who will investigate the matter and adjust or refer it to the Joint Conference Board.

21. All plumbers and apprentices must install work according to the applicable Plumbing Code.

22. Plumbers and apprentices will be provided with a suitable place to hang their clothes and same to be weatherproofed, heated, lighted and ventilated.

23. The Employer will assist in helping secure from the prime contractor sanitary conditions with regard to portable toilets. If the prime contractor fails to provide and maintain adequate portable toilets and as allowed by the prime contractor, the employer will provide (1) one portable toilet for the first (20) twenty employees and (2) two portable toilets for employees numbering from 21-40 and so forth for each additional (20) twenty employees per construction site. Each will be provided with a combination lock to allow for exclusive safe use by the employer's employees.

24. In keeping with OSHA Standard 1926.51 (a) (1), the employer will provide at all times an adequate supply of potable water for its employees at each site. The distribution or delivery of such potable water may be mutually agreed upon by the employer and employees at each site.

25. Plumbers and apprentices shall do all cutting of holes in floors; also cutting of chases, channels and holes in brick, tile, and other masonry for installation of plumbing work.

26. The preparation of all shop and field sketches used in the fabrication, erection, sleeving and inserting of plumbing including those taken from original architectural and engineering drawings or sketches may be drawn by plumbers and/or apprentices and bear their signature. The Employer has the right to retain his present employees performing this type of work, and any future employees with similar capacity. The Employer and the Union agree to explore the Union represented employees for their future hiring. Should the parties fail to obtain qualified employees, the Employer shall have the right to hire from other sources.

27. Plumbers and apprentices will not be permitted to make daily reports showing the amount of work done in a day. This does not apply to reports of time-and-materials for jobbing and cost-plus work.

28. The labor in the installation and handling of headers and wellpoints shall be the work of plumbers and apprentices.

29. Where any plumbing fixtures, appliances or appurtenances are turned over to the owner, representative of owner and/or general contractor for use before the building is completed, the maintenance and operation of such units shall be by plumbers and apprentices.

30. The disconnecting and handling of all plumbing equipment for reinstallation on all alterations and remodeling work shall be the work of plumbers and apprentices.

31. Two men shall work together where practical.

32. On all jobs the ratio of employment for men of fifty-five (55) years of age or over to the younger men shall be 1-5, respectively. (Sixth man to be 55 years of age or over provided he is physically fit to perform the work of a plumber.)

33. It shall be a violation of this Agreement for any Employer to contract for a job where plumbing work has been withheld from the plumbing contract by either the owner or general contractor for the purpose of being installed by other than plumbers and apprentices. Plumbing work in this Paragraph shall include the installation of all non-metallic sewers within the property line including both sanitary and storm as well as all open drain tile.

34. Laborers will not be permitted to do any plumbing work or help plumbers or apprentices.

35. Helpers may be used on jobs to the extent permitted by law. The only duties helpers can perform are listed in the Speculative Agreement, Article III. There is no requirement to utilize helpers on any job, and there is no limitation on the use of journeymen on any job. When hired, as permitted herein, the maximum use of helpers shall be in accordance with the following ratio: first hired shall be a journeyman, second hired will be either an apprentice or a helper, and the third hired will be either an apprentice or a helper (this does not mean that two helpers can be hired or two apprentices can be hired). The fourth and fifth persons hired will be journeymen. The next hired after the fifth person will start the sequence from the beginning.

36. All plumbers and apprentices who are out of work must report immediately to the Business Manager and also to the Business Manager when going to work and where. All reports must be made by postal card or telephone. The Employer must notify the Union by facsimile or email of all new hires by no later than the end of the first pay period for such new hire.

37. Slow-downs, stand-by crews and featherbedding practices will not be permitted.

38. It is understood and agreed that plumbers and apprentices shall have the right to refuse to cross any picket line established on any job site, and the refusal of such plumbers and apprentices to cross a picket line on any job or construction project shall not be considered a breach of this Agreement or a strike or concerted refusal to perform work.

39. The Employer and the Union agree to abide by all the rules and regulations governing the apprentices and helpers as set forth by the appropriate Joint Labor-Management Committees. It is further understood that apprentices and helpers cannot solicit their own work and will be referred to jobsite through the Local Union. The Employer will give the Local Union a five (5) day layoff notice for apprentices and helpers so that referrals to Employers can be executed in an orderly and timely manner.

40. The Employer further agrees to notify the Local Union within five (5) days when a helper voluntarily quits or is fired. Said notification must be in writing on the Employer's letterhead. In the case of firing the notification must spell out clearly the reason or reasons the helper was fired. In addition to remedies as set forth in Article XI, it is further understood that the Local Union has full authority to refuse job referrals of apprentices or helpers because of non-compliance by the Employer with the above.

41. The personal use of electronic devices (i.e., cell phones, pagers, MP3 players, Boomboxes, iPods, etc.) during working hours is strictly prohibited except as qualified herein. (This prohibition applies to use on job sites, in pre-fab shops and in company vehicles.) Personal use of cell phones, pagers and texting devices during normal working hours is permitted in the case of an emergency. In addition, personal use of cell phones, pagers and texting devices is permitted during the lunch and break periods. Any violation of the above policy may be cause for termination.

## **ARTICLE VI Work Jurisdiction**

42. The Union agrees that jurisdictional disputes between locals affiliated with the U. A. shall not be a cause for work stoppage.

43. The Employer agrees to abide by and assign all work at the start of and during the course of all jobs to plumbers and apprentices in accordance with the working rules and Trade Jurisdiction of work as listed in the current United Association Constitution, which is as outlined in Appendix A (in back of this agreement) which becomes a part of this Agreement.

44. The act of signing this Agreement on the part of the Employers does not constitute the settlement of any matters of jurisdiction concerning work assignment between Local #5 and Local #602. Any such disputes concerning such jurisdiction are to be discussed by and between the Business Manager of Local #5 and Local #602. If agreement cannot be reached, then such jurisdictional matters between Local #5 and Local #602 are to be submitted immediately to the appropriate United Association officials for their determination. Their decision shall be final and binding on all parties.

45. If during the term of this Agreement, the 1913 Trade Line Agreement is amended, then said amended Trade Line Agreement shall immediately become effective.

46. Subject to the approval of the Business Managers of U. A. Local #602 and the U. A. Local #5 there shall be no jurisdictional consideration for the work assigned on jobs to members of Local #5 and Local #602 for the installation of plumbing or heating work.

47. Any violation of this Agreement, including the working Rules, and Trade Jurisdiction or Trade Rules, shall constitute a breach of this Agreement. The Union shall serve a written notice upon the Employer, effective forty-eight (48) hours after service, and shall have the right to withdraw all plumbers and apprentices from the employ of such Employer, and cancel the Agreement after determination by the Joint Conference Board that the Agreement has been breached.

## **ARTICLE VII Jurisdictional Disputes**

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

## **ARTICLE VIII Conflict of Interest**

49. All employing Contractors bound by this Agreement agree that, during the life of this Agreement any and all plumbing work of any kind and description performed solely by them or by and through any other corporation, firm, partnership or joint business association with other individuals primarily in building and construction work in which the Employer has a financial or proprietary interest, shall be done and performed under the terms of this Agreement. A breach of this Agreement by the Employer as determined by the Joint Conference Board or Impartial Umpire shall be sufficient grounds for the Joint Conference Board or the Impartial Umpire to determine an appropriate remedy, and for the Union to cancel this contract as to said Employer by serving a 30 day written notice upon the Mechanical Contractors Association of Metropolitan Washington, Inc., and the Employer involved.

**ARTICLE IX  
Tools**

50. No plumber or apprentice shall be permitted to furnish tools other than rules and pump pliers. If employee prefers alternative measuring device, he may furnish his preference up to but not to exceed 35 foot tape.

51. Each journeyman so designated shall be issued a complete set of hand tools with a suitable box that can be securely locked. The lock and key will be supplied by the journeyman and will be his property. This is to avoid any possibility of duplicate keys or any other person having access to his toolbox. Each kit of tools issued to the journeyman shall have a list with unit prices inside of the box so that the value of the tools will be known and will thereby establish the price for replacement of lost or otherwise misplaced tools that are to be turned in at termination of employment. The Employee shall sign receipt for the tools issued and said signed receipt shall be returned upon surrender of issued tools intact to the Employer representative. Any tools missing shall be replaced in accordance with the price schedule in the toolbox and shall be paid for as soon after termination as possible. Any grievance resulting from a violation of this Article shall be resolved immediately by both parties to this Agreement.

**ARTICLE X  
Joint Conference Board**

52. The Association and the Union shall form a Joint Conference Board consisting of six (6) members, three (3) members to be appointed by the Association and three (3) members to be appointed by the Union. The Board shall have full power to adjudicate all questions in dispute which concern the application or interpretation of any provisions of this Agreement which affect either members of the Association, any other signatory Contractor hereto, or the Union. However any jurisdictional dispute shall be resolved in accordance with Article VI and VII of this Agreement. All such questions in dispute may be submitted either by the Association, any other signatory Employer hereto, or by the Union. The names and addresses of all members of this Joint Conference Board shall be sent to the Secretaries of the Association and the Union. All Employers bound by this Agreement shall be subject to the authority of the Joint Conference Board.

53. At the meeting of the Joint Conference Board, which shall be held monthly, if necessary, both parties shall have an equal number of votes, whether all members shall be present or not. Five members shall constitute a quorum. All disputes between Employer members of the Association and the Union, and all disputes between the Union and any other signatory Employer hereto shall be submitted immediately to the Joint Conference Board.

54. Should charges be made against either the Association, the Union or any other Employing Contractor signatory hereto, the charged party shall be given one week from receipt of written notice to present its defense. The decision of the Joint Conference Board shall be communicated in writing to the parties to the dispute and shall be final and binding on such parties.

55. For the proper conduct of business, a Chairman shall be chosen at each meeting, but he shall preside only at the meeting for which he is chosen. The duty of the Chairman shall be that usually incumbent upon a presiding officer. The Chairman shall be allowed to vote on all questions should he so desire.

**ARTICLE XI  
Grievance and Arbitration Procedure**

56. Any dispute between the Association and the Union, Employer members of the Association and the Union, and all disputes between the Union and any other signatory Employer hereto, concerning the application, interpretation, or violation of any provision of this Agreement must be reported within 90 days from the time the grieving party knew or should have known of the infraction and shall be treated as a grievance and disposed of in accordance with the following steps:

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

58. *Step Two.* In the event that such dispute cannot be adjusted in this manner, then, no sooner than five (5) working days but within 30 (thirty) working days, (unless mutually agreed to extend the time by

both parties) after the Step One Meeting, the same shall be submitted in writing to the Joint Conference Board as established in Article X.

59. *Step Three.* If the Joint Conference Board is unable by majority vote to reach a decision within thirty (30) calendar days of written notice of a dispute, or in the event the Board decides it is deadlocked, the dispute shall be submitted to an impartial umpire chosen by the Board. If the Board is unable to agree on an impartial umpire within five (5) working days, either party may immediately request the Federal Mediation and Conciliation Service to submit the name of seven (7) persons qualified to serve as an impartial umpire. When said list has been presented to representatives of the parties hereto, each shall have the choice of alternately rejecting the names of three of those seven persons, with the order of choice being determined by lot, and the remaining, or seventh person, shall be selected as the impartial umpire. This selection shall take place within five (5) working days after submission of said list.

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

61. The parties hereto agree that a decision rendered by a majority of the Joint Conference Board shall be final and binding upon the Union, the Association and on either the Employer-member of the Association or any employing Employer signatory or bound hereto. The parties further agree that a decision rendered by an impartial umpire shall be final and binding upon the Union, the Association, or any employing Employer signatory or bound hereto. All costs of the impartial umpire shall be divided equally between the disputing parties.

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

## **ARTICLE XII Subcontracting**

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

## **ARTICLE XIII Installations and Material Handling**

64. All materials shall be unloaded, distributed, and installed by plumbers and apprentices through a plumbing contractor licensed as a Master Plumber who is signatory to this Agreement, and who conducts a legitimate place of business. The importance of this phase of work from the standpoint of public health and safety demands unified responsibility. Any deviation from this method of procedure is a violation of this Agreement.

65. Local #5 reserves the right to refuse to supply plumbers and apprentices or to handle and install materials on the job received from persons or firms who Local #5 considers unfair, but only after a hearing by the Joint Conference Board.

66. It is further understood and agreed that any Employer party signatory to this Agreement hereby agrees to unload, handle, set and install all piping, equipment and appurtenances according to the 50 Articles of the trade jurisdictional claims of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, as shown in Appendix A with plumbers and/or apprentices, with the exception of all piping and equipment for fire protection which is now within the work craft of the sprinkler fitter; and all piping, equipment and appurtenances which were conceded to the craft work of the steamfitter as established in the Trade Line Agreement entered into March 18, 1913 between Local #5 and Local #602 of the United Association, (formerly Local #10 International Association of Steamfitters).

**ARTICLE XIV  
Supervision**

67. It is agreed that the Employer may designate at any time anyone to be superintendent, provided he give orders through the plumber foreman on the job. He will not be allowed to act as foreman at any time. The designation, appointment and determination of foreman and/or general foremen are the sole responsibility of the Employer.

68. It shall be the responsibility of the job foreman to fill out the apprentice job evaluation reports each month. When an apprentice fails to receive an evaluation of average or above the job foreman will counsel said apprentice in the areas that need improvement. If there is no job foreman the Employer will instruct a designated Employer's representative to fill out the evaluation card.

69. All foremen are to provide the manpower information as outlined on self-addressed, stamped post cards which will be furnished by the Local Union. Said post cards to be mailed by the first day of each month.

**ARTICLE XV  
Labor Supply**

70. In carrying out this Agreement, the Parties hereby agree each with the other as to work and employment as follows:

71. As a term and condition of employment, the Union agrees to furnish and supply all necessary plumbers and apprentices as are required provided that all work designated in the Working Rules and Trade Jurisdiction of the Union is contracted for, assigned to and performed by plumbers and apprentices. The Employer shall be the sole judge as to the competency of the plumbers and apprentices so supplied by the Union.

72. Appendix B to this Agreement sets forth the Parties' agreement with respect to the referral of skilled and qualified plumbers.

**ARTICLE XVI  
Workers' Compensation**

73. Every individual Employer will carry Workers' Compensation Insurance and such other liability insurance as may be required by the laws of the District of Columbia and any other state which is within the territorial jurisdiction of Local #5. Every Employer shall furnish satisfactory proof to the Union that they carry such Workers' Compensation Insurance and other liability insurance. Every Employer shall also furnish satisfactory proof to the Union that such insurance policies carry provisions which require the benefits payments provided therein to be paid at least once each month. In addition to remedies as set forth in Article XI, it is further understood that the Local Union may treat failure to furnish satisfactory proof as a breach of contract and remove its members from the Employer.

**ARTICLE XVII  
Unemployment Compensation**

74. The Employer shall pay unemployment compensation tax into the District of Columbia, Maryland and/or Virginia as per the applicable laws. Failure to pay per applicable law will be subject to the grievance procedures.

75. When an employee is discharged, laid off or otherwise terminated from his employment by the Employer, upon inquiry, he shall be notified as to where he should file for unemployment benefits.

**ARTICLE XVIII  
Safety**

76. Employers agree to furnish normally utilized safety equipment, necessary to safe performance of the work including, but not limited to goggles, protective shields, safety harnesses, hard hats, etc. One hard hat and liner shall be furnished the employee when first employed by each Employer, thereafter any replacement will be at the expense of the employee, except for replacement due to normal wear and tear. Employers agree to provide safe working conditions and to instruct their employees in safe

working practices. It shall be the option of the Employer to supply or buy Employer work uniforms to be maintained\* by the employees and worn during working hours.

\*Definition of maintenance: If the employee has the option of taking the clothing home, cleaning will be at the expense of the employee. If the Employer mandates a cleaning service to clean and maintain the uniforms, the Employer is responsible for expense of cleaning.

77. In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the exclusive responsibility of the Employer to ensure the safety and health of its employees and compliance by them with any safety rules contained herein or established by the Employer. Any disregard of such regulations will subject an employee to discipline up to and including discharge. Nothing in this Agreement will make the Union liable to any employees or to any other person in the event that injury or accident occurs.

78. Employees shall be subject to a comprehensive substance abuse policy in accordance with Appendix "C" executed by the parties to this Agreement.

## **ARTICLE XIX Job Steward**

79. A plumber having charge of or acting as foreman of any job or work shall act as job steward and shall be held responsible for the enforcement of all laws and working rules of Local #5. However, where a job carries more than two men, the job steward will be appointed by the Business Manager of Local #5 providing, however, that such appointment be made from existing Employer employees on the job. This will apply also to the shop. The shop steward appointed by the Business Manager will remain on the job until the crew is reduced to two men, excluding foreman, unless he does anything detrimental to the job or shop. There shall be a shop steward in each shop and on each job where warranted.

80. A steward shall, in addition to his work as a plumber, be permitted to perform during work hours such of his union duties as pertain only to that job and cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow the steward a reasonable amount of time for the performance of such duties.

## **ARTICLE XX Hours of Work, Emergency Work, Overtime and Shift Work**

81. *Hours of Work.* Eight (8) hours shall constitute a day's work, and said eight hours to be worked between the hours of 6:00 a.m. and 5:00 p.m. on the job. Working hours may be changed to any time between 6:00 a.m. and 5:00 p.m. by mutual consent of the majority of employees on the job and the Employer involved. There shall be thirty (30) minute lunch break taken near the mid-point of a regular work day between the hours as indicated for a regular work day in this Collective Bargaining Agreement. Furthermore, in order to expand or explore work opportunities by mutual consent of the Employer and the Business Manager the starting time and quitting time as well as the work period of a given project may be modified. These modifications may also be granted due to unforeseen conditions after the start of the project. All such consent must be solicited and granted in writing prior to the start.

82. The working period shall consist of five (5) days a week between 6:00 a.m. on Monday and 5:00 p.m. on Friday, subject to option as stated in Paragraph 81 above. On Shift Work Schedule, time and one-half is figured on shift rate. When double time applies, the base rate is to be used, not the shift rate.

83. If job conditions require that work be performed other than normal work hours and such work will continue for at least five (5) consecutive work days, the Employee shall receive pay 15% above the current negotiated wage. Overtime work shall be as outlined in Paragraph 89, except monies shall be calculated with 15% differential included in base pay. Apprentices and helpers will not be allowed to work under these conditions if work hours conflict with attending related training classes or result in loss of wages (less than 40 hours) to attend classes. The Business Manager must be notified before starting work.

84. Eight (8) hours work shall be scheduled by mutual agreement between the Employer and employees on the job before and after any of the designated holidays as outlined in this Article if said preceding and/or succeeding day(s) is one of the normal works days (Monday through Friday) provided, however, that this scheduling is agreeable to the Owner or General Contractor. Said scheduling to occur at least one week prior to the holiday so affected.

85. The Employer shall give one (1) hour notice of layoff to any employee to enable the employee to return the tools of the Employer in his possession and to gather the personal effects of the employee. The Employer must complete the Separation Notice upon termination layoff or resignation of employee. This form must be signed by the employer and employee, unless the employee is being terminated for not showing up for work. The Employer shall send one copy to the Union, one copy to the Office of the Association (MCAMW), one copy to be retained by the Employer and one copy to the Employee. If the employee is an apprentice, one copy will be sent to the office of the JATC. The Joint Conference Board will meet on a yearly basis to review and purge all incorrect records. After three years all records will be purged. The Employer must give a Separation Notice to the employee when he/she receives his/her layoff/termination check.

86. On all jobs where employees are required to pick up and/or deposit brass or time cards or other means of verification as initiated by the Employer, it shall be done on the Employer's time, except where separate facilities are provided.

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

88. *Emergency Work.* The workmen will be allowed to work on emergency repair work on Saturday for the first four hours of the normal shift for regular wages. The workmen will also be allowed to work on new work on Saturday for the first four hours of the normal shift for regular wages, when in the judgment of the Business Manager, it is necessary to avoid being covered up. The Business Manager must be notified before starting work.

89. *Overtime.* The first twenty (20) hours performed in excess of the standard workday, Monday through Friday and hours worked on Saturday shall be paid at time and one-half. All overtime hours worked in excess of twenty (20) hours in a calendar week and all work performed on Sundays shall be paid at double the base rate of pay. Hours worked on paid holidays shall be paid at double time and one-half the base rate of pay for the first 8 (eight) hours of work, all additional hours will be paid at double time. The employee must work forty (40) hours at regular standard rate of pay, Monday through Friday, in order to qualify for the overtime rates Monday through Saturday. This forty (40) hour requirement shall not apply if the employee is available to work during the standard workday but is not assigned such work by the Employer. Saturday hours may be used to complete the forty (40) hours requirement, at the option of the employee. The employer may establish a flexible work week during the week of a holiday. This week can be changed from five (5) eight (8) hour workdays to four (4) ten (10) hour workdays, however, an employee will not be penalized if he/she does not work the additional 2 hours per day. The employee must inform the foreman at the beginning of the week of his/her desire not to work the additional 2 hours each day. If the Employer is already working four (4) ten (10) hour workdays, the Employer may change his/her shift to accommodate the holiday. The Employee will not be penalized for time off for any of the following circumstances: prior notification given to the Employer for any scheduled time off including vacation (2 working days minimum); death in the immediate family, disabling job injury; major illness or a holiday recognized in the Agreement. These exceptions shall also apply on a pre-established work schedule of four (4) days at ten (10) hours. When a paid Holiday is not worked it shall be paid at a straight (8) eight hours with no fringe benefits.

90. *Weather Day.* In the event it is not possible to work Monday through Friday on the normal eight (8) hours per day workweek (or Monday through Thursday on the ten (10) hours per day workweek) because of weather conditions, Saturday (or Friday during the four-ten workweek) shall be available to the Employer to schedule a make-up day at straight time pay up to forty (40) hours of work. Time worked over forty (40) straight time hours in the workweek shall be at the appropriate overtime rate of pay provided, however, those employees reporting for such make-up days shall receive, weather permitting, a minimum of eight (8) hours of work (five day week) ten (10) hours of work (four day week) at the appropriate rate of pay. In no case can more than eight (8) hours (five day week) and ten (10) hours (four day week) be worked at straight time. The make-up day shall be optional and there shall be no recrimination against any employee choosing not to work the make-up day. In the event, Tuesday through Friday is worked in the four (4) ten (10) hours day week than Saturday would be the make-up day.

91. Shop Stewards shall work on all overtime work unless impractical.

92. On all overtime work, the employee doing same during the regular work hours will have first offer to work overtime. Second offer will go to other employees on the same job. Third offer will go to other employees working for the same Employer.

93. The recognized holidays within this agreement shall be New Year's Day, Martin Luther King Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. These holidays shall be celebrated on the same days as

holidays by the Federal Government for all Federal Employees. Holiday pay shall be paid at a straight (8) eight hours with no fringe benefits paid. Inauguration Day will not be a recognized holiday. If a jobsite cannot be opened due to Inauguration Day's events, the contractor will not have to pay its employees for hours missed.

94. Should an Employer declare a holiday on President's Day (formerly known as George Washington's Birthday), the employees shall not lose wages on that day and shall be paid at the regular rate of pay.

95. An employee must work for an Employer two days before or two days after the holiday in order to qualify for a paid holiday. Notwithstanding the above, if an Employer lays an employee off during the two weeks prior to the holiday, the employee is entitled to the paid holiday. If an employee is hired and had previously been unemployed prior to the two weeks preceding the holiday, the Employer shall pay the employee for that holiday. If an employee is fired for cause the Employer does not have to pay the employee for the holiday. The holiday will be paid in the payroll period in which the holiday falls. No fringes are paid on the holiday unless hours are worked.

96. Employees will be granted his or her full pay for three (3) days off to attend the funeral of his or her spouse, mother, father and/or his or her children. Fringe benefits are not paid on hours paid for bereavement time.

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

98. The first shift of the day shift shall work a regular eight (8) hours shift as outlined in Paragraph 81 of this Article. If two shifts are worked, the second shall be eight (8) hours for which each employee shall receive pay for the hours worked, plus fifteen percent (15%). Work in excess of eight (8) hours shall be paid as outlined in Paragraph 89. Overtime shall be computed on base rate of the shift worked. Where shift work is to be performed, the Employer shall notify the Business Manager and the Association at least 24 hours before start of the first shift.

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

**ARTICLE XXI  
Wage and Fringe Benefits Payments**

100. Wage and Fringe Benefits Payments for the period of August 1, 2010 through December 31, 2010 shall be as set forth in the chart below:

	<b>Licensed Journey- Man</b>	<b>Non Licensed Journeyman</b>	<b>1st Yr. Appr. 47%</b>	<b>2nd Yr. Appr. 55%</b>	<b>3rd Yr. Appr. 65%</b>	<b>4th Yr. Appr. 75%</b>	<b>5th Yr. Appr. 80%</b>
STRAIGHT TIME:	37.67	36.96	17.70	20.72	24.49	28.25	30.14
TIME & ONE-HALF:	56.51	55.44	26.55	31.08	36.74	42.38	45.21
DOUBLE TIME:	75.34	73.92	35.40	41.44	48.98	56.50	60.28
SHIFT WORK:	43.32	42.50	20.36	23.83	28.16	32.49	34.66

**EMPLOYER CONTRIBUTIONS:**

MEDICAL FUND:	7.27	7.27	7.27	7.27	7.27	7.27	7.27
PENSION FUND:	5.13	5.13	0.25	0.44	0.75	0.75	0.75
RETIREMENT SAVING FD:	1.33	1.33	1.33	1.33	1.33	1.33	1.33
APPRENTICESHIP FUND:	0.86	0.86	0.86	0.86	0.86	0.86	0.86
INDUSTRY FUND:	0.09	0.09	0.09	0.09	0.09	0.09	0.09
PROMOTIONAL FUND:	0.04	0.04	0.04	0.04	0.04	0.04	0.04

INT. TRAINING FUND:	0.10	0.10	0.10	0.10	0.10	0.10	0.10
---------------------	------	------	------	------	------	------	------

**DEDUCTIONS FROM WAGES:**

VACATION FUND:	0.50	0.50	0.00	0.00	0.50	0.50	0.50
DUES CHECK OFF:	1.00	1.00	0.26	0.26	0.70	0.70	0.85

**SHIFT WORK SCHEDULE:**

SHIFT WORK:	43.32	42.50	20.36	23.83	28.16	32.49	34.66
TIME & ONE-HALF:	64.98	63.75	30.54	35.75	42.24	48.74	51.99
DOUBLE TIME:	75.34	73.92	35.40	41.44	48.98	56.50	60.28

TOTAL PACKAGE:	52.49	51.78	27.64	30.85	34.93	38.69	40.58
----------------	-------	-------	-------	-------	-------	-------	-------

(STRAIGHT TIME)

101. Wage and Fringe Benefits Payments for the period of January 1, 2011 through July 31, 2011 shall be as set forth in the chart below:

	Licensed Journey- Man	Non Licensed Journeym	1st Yr. Appr. 47%	2nd Yr. Appr. 55%	3rd Yr. Appr. 65%	4th Yr. Appr. 75%	5th Yr. Appr. 80%
STRAIGHT TIME:	37.67	36.96	17.70	20.72	24.49	28.25	30.14
TIME & ONE-HALF:	56.51	55.44	26.55	31.08	36.74	42.38	45.21
DOUBLE TIME:	75.34	73.92	35.40	41.44	48.98	56.50	60.28
SHIFT WORK:	43.32	42.50	20.36	23.83	28.16	32.49	34.66

**EMPLOYER CONTRIBUTIONS:**

MEDICAL FUND:	6.95	6.95	6.95	6.95	6.95	6.95	6.95
PENSION FUND:	5.90	5.90	0.54	0.76	1.11	1.11	1.11
RETIREMENT SAVING	0.88	0.88	0.88	0.88	0.88	0.88	0.88
APPRENTICESHIP	0.86	0.86	0.86	0.86	0.86	0.86	0.86
INDUSTRY FUND:	0.09	0.09	0.09	0.09	0.09	0.09	0.09
PROMOTIONAL FUND:	0.04	0.04	0.04	0.04	0.04	0.04	0.04
INT. TRAINING FUND:	0.10	0.10	0.10	0.10	0.10	0.10	0.10

**DEDUCTIONS FROM WAGES:**

VACATION FUND:	0.50	0.50	0.00	0.00	0.50	0.50	0.50
DUES CHECK OFF:	1.00	1.00	0.26	0.26	0.70	0.70	0.85

**SHIFT WORK SCHEDULE:**

SHIFT WORK:	43.32	42.50	20.36	23.83	28.16	32.49	34.66
TIME & ONE-HALF:	64.98	63.75	30.54	35.75	42.24	48.74	51.99

DOUBLE TIME:	75.34	73.92	35.40	41.44	48.98	56.50	60.28
--------------	-------	-------	-------	-------	-------	-------	-------

TOTAL PACKAGE:	52.49	51.78	27.16	30.40	34.52	38.28	40.17
----------------	-------	-------	-------	-------	-------	-------	-------

(STRAIGHT TIME)

102. Wage and Fringe Benefits shall be increased by \$1.50 for the period of August 1, 2011 through July 31, 2012, such amount to be allocated prior to August 1, 2011 in accordance with the procedure set forth in Paragraphs 103-105 of this Agreement.

103. Negotiated increase amounts shall be allocated to wages and/or fringe benefits in accordance with the procedure set forth herein. The Union shall, in the first instance, propose a recommended allocation to the Association no less than forty-five (45) days prior to the August 1<sup>st</sup> effective date of the increase. The Association shall have ten (10) days to object in writing to the Union's proposed allocation. If the Association fails to object timely, the Union's proposed allocation shall be deemed accepted and shall be implemented as of the effective date.

104. If the Association timely objects to the Union's proposed allocation, the Parties shall convene a meeting of the Joint Conference Board within ten (10) days of receipt of the objection. If the Joint Conference Board is unable to reach agreement on the allocation within five (5) days of the Joint Conference Board meeting, the dispute over the proposed allocation shall be submitted jointly to binding arbitration in accordance with Paragraphs 58 and 60 of the Parties' Agreement.

105. If the arbitrator does not issue a decision with ten (10) days prior to the August 1<sup>st</sup> effective date of the increase, the Union's proposed allocation shall be put into effect until the arbitrator issues his/her decision. The arbitrator's decision will be made effective prospectively only, starting on the first day of the third payroll period following issuance of the decision, or sooner, if the Parties mutually agree. All reference to days herein shall be to calendar days, not working days. Time lines as outlined above may be extended if mutually agreed upon by both parties in writing.

106. The Parties have agreed to the following procedure to determine the increases to the wage/fringe benefit package for Year 3 (August 1, 2012 through July 31, 2013) and Year 4 (August 1, 2013 through July 31, 2014) of the Agreement:

- a. The Parties shall commence negotiations over increases to the wage/fringe benefit package for both Years 3 and 4 by no later than March 15, 2012.
- b. If the Parties have not reached agreement over the increases to the wage/fringe benefit package by May 1, 2012 the question of what increase to the wage/fringe package shall be paid effective August 1, 2012 shall be submitted to final and binding interest arbitration in accordance with subsection (c) through (i) below.
- c. The Parties will attempt to agree on the designation of an independent arbitrator to resolve the dispute. In the event that Parties are unable to agree upon an arbitrator by May 5, 2012, the Parties shall jointly request the Federal Mediation and Conciliation Service to submit the name of seven (7) persons qualified to serve as the arbitrator. Thereafter, if the Parties cannot agree upon the designation of an arbitrator from the list of seven (7), the Parties shall select the arbitrator in accordance with the alternate striking procedure described in Step Three of the Grievance and Arbitration Procedure set forth in Paragraph 59 of this Agreement. The remaining, or seventh person, shall be selected as the arbitrator to decide the dispute ("Arbitrator").
- d. By no later than June 1, 2012, the Parties shall submit to the Arbitrator their last, best and final offer presented during negotiations as of May 20, 2012. The Parties may also submit for the Arbitrator's consideration any written materials in support of their last, best and final offer. Although the Parties may continue to discuss a resolution of the wage/benefit package increase after May 20, evidence of such discussions shall not be introduced or relied on as evidence at the hearing.
- e. The Arbitrator shall convene a hearing by no later than June 15 to hear verbal presentations of representatives of both Parties based on the last, best and final offer submitted as of June 1, 2012. Each side shall be given three (3) hours to make its verbal presentation.
- f. The Arbitrator shall have the discretion to issue any award s/he deems warranted based on the evidence presented; however, the Arbitrator shall not be authorized to

issue an award that is greater than the Union's proposal or less than the Association's proposal.

- g. The Arbitrator shall issue a written decision on the dispute by no later than July 10 of the year in question. In his decision, the Arbitrator shall not allocate the increase between wages and benefits for each year in dispute. Rather, the Arbitrator shall state the increase to the total wage/benefit package. The Arbitrator shall also state the total increase for Year 3 and shall separately state the total increase for Year 4. The Arbitrator's decision shall be final and binding on all Parties and all employees performing work covered by this Agreement.
- h. The Union shall allocate the increase for Year 3 by no later than July 20, 2012 and the Association shall be promptly notified of the allocations so that increases may be made as of August 1, 2012. The Union shall allocate the increase for Year 4 by no later than July 1, 2013 and the Association shall be promptly notified of the allocations so that increases may be made as of August 1, 2013.
- i. The Arbitrator shall have no authority to decide any issue other than the increase to the total wage/fringe benefit package for Year 3 and Year 4 of this Agreement.

107. To receive the full wage rate increase for Year 2 (2011-2012), Year 3 (2012-2013) and Year 4 (2013-2014) of the Agreement, a Journeyman must have and maintain a plumbing and gasfitters license in one of the following jurisdictions: District of Columbia, WSSC, State of Maryland or the Commonwealth of Virginia. A Journeyman who fails to obtain a license as set forth herein shall receive half of the increase allocated to wages.

108. Travel Allowance. Travel allowance will be paid on apprentices and helpers only as follows:

20 miles from 0 milestone	no travel pay
20-40 miles from milestone	\$5.00 per day
over 40 miles from milestone	\$8.00 per day

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

110. Foreman. On jobs with four journeymen and/or apprentices, up to and including ten, there shall be a foreman paid a minimum of \$1.00 per hour if uncertified and \$2.25 per hour if certified in the addition to journeyman's wage.

111. On jobs with eleven up to and including 20 journeymen and/or apprentices there shall be one general foreman paid a minimum of \$1.25 per hour if uncertified and \$2.50 per hour if certified in addition to journeyman's wage. Also, one foreman shall be paid a minimum of \$1.00 per hour if uncertified and \$2.00 per hour if certified in addition to journeyman's wage.

112. On jobs with twenty-one up to and including 30 journeymen and/or apprentices, there shall be one general foreman whose wages are negotiated between Employer and employee, but not less than \$1.25 per hour if uncertified and \$2.50 per hour if certified in addition to journeyman's wage. Also, two foremen shall be paid a minimum of \$1.00 per hour if uncertified and \$2.25 per hour if certified in addition to journeyman's wage. On jobs with 31 or more men, the General Foreman shall be paid a minimum of \$1.25 if uncertified and \$2.50 if certified in addition to journeyman's wage. All foremen shall be paid a minimum of \$1.00 per hour if uncertified and \$2.25 per hour if certified in addition to journeyman's wage and direct no more than 10 men.

113. The Apprenticeship Program shall be five (5) years, the first year to be the probationary period, which shall count as time served in the five (5) year program. The ratio for apprentices shall be three (3) journeymen to one (1) apprentice based on the availability of the apprentices, however, the Business Manager is authorized to grant a one (1) to one (1) ratio if requested for a specific jurisdiction.

114. The Apprentice will be paid one day's wages for the day he or she performs the module work at the Apprentice school. This project requires work to be done during the regular work hours. The wages are to be paid by the Employer of that individual. Verification of participation of the apprentice working on the module will be furnished to the Employer by the Union.

115. When an Employer provides Specialized Training to an employee, the employee shall be responsible for reimbursement for the cost of this training to the Employer if this employee should voluntarily separates his employment within one (1) year period of the training. This requirement must be agreed upon by both the Employer and the employee in writing before any Special Training begins.

**ARTICLE XXII**  
**Use of Vehicles**

116. Employees required to use their vehicles for carrying hand tools only to go from job to job will be allowed ten dollars (\$10) per day and forty-five cents (.45¢) per mile. When leaving the job at the end of the day with the tools to go to a job the following day, this will be considered one move at ten dollars (\$10.00). The employee moving the tools to a new job shall be compensated by the job receiving the tools.

117. Employees driving Employer owned or leased vehicles will adhere to a reasonable vehicle operating and written parking policy of that Employer.

**ARTICLE XXIII**  
**State Withholding**

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

**ARTICLE XXIV**  
**Paydays**

119. All employees covered by this Agreement shall be paid on the day of the week designated as payday by the Employer. No time in excess of three (3) days shall be withheld on paydays. Once the payday is designated by the Employer, it shall not be changed without the written permission of the Business Manager of the Union.

120. When paychecks are delivered to the job all employees shall receive their pay not later than the designated quitting time on payday. When an Employer fails to pay an employee's wage due by the designated quitting time on payday, the Employer shall pay the employee two (2) hours maximum waiting time at the regular rate of pay and a sum equal to eight (8) hours pay for each calendar day beyond the regular payday that the employee waits for his pay. Waiting time will not be charged against an employee's regular pay, but will be considered a payment for delinquency and written on a separate check.

121. Paychecks via the U. S. Postal Service are to be received no later than the designated payday. Should the mailed pay checks not be received timely, a good check must be delivered to the jobsite the following day and the worker will be paid for two (2) hours waiting time at the regular rate of pay for the check being late on the designated payday. Checks received beyond one day, the waiting period shall carry an additional penalty of eight (8) hours pay for each calendar day late beyond the normal payday. Waiting time will not be charged against employee's regular pay but will be considered a payment for delinquency and written on a separate check. If the Joint Conference Board approved payment by check, such check shall be drawn from a local bank and/or branch located within the territorial jurisdiction of Local Union #5. The Agreement shall be applicable to all such work. All charges of violation of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

122. By mutual agreement of the Employer and the employee the method of payment may be by direct deposit. The Employer shall be responsible for all cost incurred by the employee as a result of direct deposit errors.

123. If any employee fails to receive his/her wages from his/her Employer for work performed at the expiration of the week, and should said employee report the fact to the Union, no employee will be allowed to work for said Employer until the employee who failed to receive his/her wages is paid in full. This claim must be filed within one week to be valid.

124. When a plumber or apprentice is discharged or laid off, he shall be paid in full at the time or be paid for the period that he waits for his pay, subject to provisions of Paragraph 119 of this Article XXIV.

125. In the event the Employer fails to pay timely and the reasons therefore are acts of God, mechanical failure, robbery or conditions beyond its control, the Employer shall then pay as soon as possible and not be penalized as so indicated in the aforementioned Paragraph of this Article.

126. When a holiday, as set forth in Paragraph 93 Article XX of this Agreement, falls on a payday, employees shall be paid by quitting time on the last regular workday prior to the holiday.

### **ARTICLE XXV Reporting Pay**

127. 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. An employee, who reports and is assigned work, shall receive not less than four (4) hours pay. Exceptions, however, shall be when strike conditions make it impossible to put such employee to work, or when stoppage of work is occasioned thereby, or when an employee leaves work of his own accord. When the conditions set forth in this Paragraph occur on an overtime day, or on shift work, the premium rate shall be paid.

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

### **ARTICLE XXVI Reporting for Davis-Bacon Wage Rates**

129. It is mutually agreed that in order to better facilitate protection of wage rates adopted under the Davis-Bacon Act, all Employers signatory to this Agreement shall submit timely, to the Local Union, the name of their project and the peak number of employees represented by Local #5 that are utilized upon the construction each month. This requirement may be modified as necessary by mutual agreement of the Association and the Union during the life of this contract.

### **ARTICLE XXVII Plumbers and Pipefitters Medical Fund**

130. The Association and the Union agree to operate, through Trustees, the Plumbers and Pipefitters Medical Fund. For all hours worked by all employees whose wages are covered by this Collective Bargaining Agreement, the Employers signatory to this Agreement hereby agree to make contributions to the Plumbers and Pipefitters Medical Fund in accordance with Wage and Fringe Benefit Schedule in Article XXI.

131. This sum, with the other designated sums as outlined in Article XXI, is to be sent to the Central Depository. This sum is then to be allocated and sent by the Central Depository to the Trustees of the Plumbers and Pipefitters Medical Fund as indicated. The Association and the Union shall each designate three (3) Trustees to administer and control the Plumbers and Pipefitters Medical Fund. This Fund shall be a separate and distinct Trust Fund and shall comply in all respects with Section 302 of the Labor-Management Relations Act. The Association and Union Trustees have executed a written Health and Medical Trust Agreement setting forth the terms and the conditions of the Health and Medical Fund benefits to be paid to all employees covered by this Agreement.

132. Each Employer signatory or otherwise bound to this Agreement agrees to become party to the current Restated Agreement and Declaration of Trust establishing the Plumbers and Pipefitters Medical Fund and further agrees to be bound to the Declaration of Trust and any amendments adopted thereto.

### **ARTICLE XXVIII Plumbers and Pipefitters National Pension Fund**

133. Commencing with the first day of September, 1998, and for the duration of the current Collective Bargaining Agreement between the said parties, and any renewals or extensions thereof, the Employer agrees to make payments to the Plumbers and Pipefitters National Pension Fund for each employee in each classification listed in the amount shown in Article XXI of the Collective Bargaining Agreement.

134. For each hour or portion thereof, for which employee receives pay, the Employer shall make the contribution set out in Article XXI to this Pension Fund. (Each overtime hour shall be counted as one regular hour for which contributions are payable.)

135. Contributions as set out in Article XXI, shall be paid starting with the employee's first day of employment in a job classification covered by the Collective Bargaining Agreement. Contributions shall continue for any compensated employees who were previously covered by the National Pension Fund as members of the bargaining unit and who are continuing to perform work of the type covered by this 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.

136. The payments to the Pension Fund required above shall be made to the "Plumbers and Pipefitters National 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 terms 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.

137. 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 to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.

138. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have a qualified representative audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Fund.

139. If an Employer fails to make contributions to the Pension Fund within twenty days after the date required by the Trustees, 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 for collecting the payments due together with attorney's fees, interest at the highest rate permitted by the state in which the delinquency occurred, and such late payment fees which may be assessed by the Trustees. 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.

140. Copies of the Collective Bargaining Agreement and all renewal or extension agreements will be furnished promptly to the Pension Fund Office and, if not consistent with the language of this section, can be used by the Trustees as the basis for termination of participation of the Employer.

## **ARTICLE XXIX Retirement Savings Fund**

141. The Association and the Union established, effective September 1, 1998, the Plumbers and Gasfitters Local 5 Retirement Savings Fund. For all hours worked by all employees whose wages are covered by this Collective Bargaining Agreement, the Employers signatory to this Agreement hereby agree to make contributions to the Plumbers and Gasfitters Local 5 Retirement Savings Fund in accordance with the Wage and Fringe Benefit Schedule in Article XXI. This sum, along with the other designated sums as outlined in Article XXI, is to be sent to the Central Depository. This sum is then to be allocated and sent by the Central Depository to the Trustees of the Plumbers and Gasfitters Local 5 Retirement Savings Fund.

142. The Plumbers and Gasfitters Local 5 Retirement Savings Fund will operate through Trustees. The Association and the Union shall each designate (3) three Trustees to administer and control the Plumbers and Gasfitters Local 5 Retirement Savings Fund. The Fund shall be a separate and distinct Trust Fund and shall comply in all respects with Section 302 of the Labor-Management Relations Act. The Association and Union Trustees will execute a written Trust Agreement and a written Plan of

Benefits for the Plumbers and Gasfitters Local 5 Retirement Savings Fund setting forth the terms and conditions of the Retirement Savings Program. Each Employer is bound to terms of said Trust Agreement. It is agreed that the Plan of Benefits adopted by the Trustees of the Retirement Savings 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 Retirement Savings Fund as a deduction for income tax purposes.

143. The Trustees of the Plumbers and Gasfitters Local 5 Retirement Savings Fund are authorized to enter into reciprocal agreements with Trustees of other Pensions Fund providing for the transfer of contributions between funds on behalf of employees temporarily working outside their home fund's jurisdiction. The Trustees shall determine the terms of such reciprocal agreements.

144. By signing a separate participation agreement with the Trustees, the Employer may continue contributions to the Plumbers and Gasfitters Local 5 Retirement Savings Fund for any compensated employees who were previously covered by the Fund as members of the bargaining unit and who are continuing to supervise work covered by the Collective Bargaining Agreement. The Trustees shall, in their sole discretion, determine the terms of such participation agreements.

145. Each Employer signatory or otherwise bound to this Agreement agrees to become party to the current Restated Agreement and Declaration of Trust establishing the Plumbers and Gasfitters Local 5 Retirement Savings Fund and further agrees to be bound to the Declaration of Trust and any amendments adopted thereto.

### **ARTICLE XXX Plumbers and Pipefitters Apprenticeship Fund**

146. The Association and the Union agree to operate, through Trustees, the Plumbers and Pipefitters Apprenticeship Fund for the training of apprentices and the education and training of plumbers. For all hours worked by all employees whose wages are covered by this Collective Bargaining Agreement, the Employers signatory to this Agreement hereby agree to make contributions to the Plumbers and Pipefitters Apprenticeship Fund in accordance with Wage and Fringe Benefit Schedule in Article XXI.

147. This sum, with the other designated sums as outlined in Article XXI, is to be sent to the Central Depository. This sum is then to be allocated and sent by the Central Depository to the Trustees of the Plumbers and Pipefitters Apprenticeship Fund as indicated.

148. The Association and the Union shall each designate four (4) Trustees to administer and control the Plumbers and Pipefitters Apprenticeship Fund and the program of training provided by the Fund. The Trustees shall be known as the Washington, D.C. Joint Plumbing Apprenticeship Committee. This Fund shall be a separate and distinct Trust Fund and shall comply in all respects with Section 302 of the Labor-Management Relations Act. The Association and the Union Trustees have executed a written Educational Trust Agreement setting forth the objects and purposes of the Educational Trust, and the powers and duties of the Trustees in administering the Plumbers and Pipefitters Apprenticeship Fund and the program of training provided by the Fund.

149. The detailed duties and functions of this Joint Committee, the establishment of working rules, regulations for attendance of school sessions, Apprenticeship Standards, Course of Study, Term of Apprenticeship, and all details pertinent to the successful functioning of Apprenticeship are contained in the Plumbing Apprenticeship Agreement which in effect becomes a part of this Agreement.

150. It is hereby understood and agreed that all Employing Contractors signatory to this Agreement will carry out the arrangements formulated by the Washington, D. C. Joint Plumbing Apprenticeship Committee concerning the establishment of Day School for apprentices.

151. It is the policy of the Washington, D.C. Joint Plumbing Apprenticeship Committee that apprentices shall not be employed during a time which will interfere with their attendance at school.

152. It is the policy of the Washington, D.C. Joint Plumbing Apprenticeship Committee shall have full authority to transfer apprentices from one job or Employer to another, on a yearly rotation. All transfers and assignments for work shall be issued by the Committee through the Business Manager.

153. Each Employer signatory or otherwise bound to this Agreement agrees to become party to the current Restated Agreement and Declaration of Trust establishing the Plumbers and Pipefitters Apprenticeship Fund and further agrees to be bound to the Declaration of Trust and any amendments adopted thereto.

**ARTICLE XXXI**  
**Plumbers and Pipefitters Vacation Fund**

154. The Association and the Union agree to operate, through Trustees, the Plumbers and Pipefitters Vacation Fund. The Employers agree to withhold from the hourly wage rate of plumbers and apprentices during the life of this Agreement an amount in accordance with Wage and Fringe Benefit Schedule in Article XXI.

155. The Association and the Union shall each designate three Trustees to administer and control the Plumbers and Pipefitters Vacation Fund. This Fund shall be a separate and distinct Trust Fund and shall comply in all respects with section 302 of the Labor-Management Relations Act. The Association and Union Trustees have executed a written Vacation Fund Trust Agreement, setting forth terms and conditions of the Vacation benefits to be paid to all employees covered by this Agreement.

156. Each Employer signatory or otherwise bound to this Agreement agrees to become party to the current Restated Agreement and Declaration of Trust establishing the Plumbers and Pipefitters Vacation Fund and further agrees to be bound to the Declaration of Trust and any amendments adopted thereto.

**ARTICLE XXXII**  
**Communication and Productivity Fund**

157. The Communication and Productivity Fund shall be administered by a Board of two (2) Trustees from the Union and one (1) Trustee from the Mechanical Contractors Association.

158. It is expressly understood and agreed that said Communication and Productivity Fund shall be applied in payment of the operating costs, but not limited to the expenses of conducting Communications and Production.

159. Communication and Productivity to engage in Research and Development Programs concerning various aspects of the Construction Industry, including, but not limited to, new Technologies in Construction, Occupational Safety and Health, Labor Relations and new methods of improved production and to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

160. Each Employer signatory or otherwise bound to this Agreement agrees to become party to the current Restated Agreement and Declaration of Trust establishing the Communication and Productivity Fund and further agrees to be bound to the Declaration of Trust and any amendments adopted thereto.

**ARTICLE XXXIII**  
**United Association International Training Fund**

161. The Employers signatory to this Agreement hereby agree to make a contribution in accordance with the Wage and Fringe Benefit Schedule in Article XXI (but no less than ten cents (\$0.10) per hour) for all hours worked by all employees whose wages are covered by this Agreement. Each Employer signatory to this Agreement agrees to become party to the current Restated Trust Agreement establishing the International Training Fund and further agrees to be bound to the Declaration of Trust and any amendments adopted thereto.

**ARTICLE XXXIV**  
**Industry Fund**

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

163. It is expressly understood and agreed that said Industry Fund shall be applied in payment of the operating costs of the Association, including, but not limited to, the expense of conducting public relations, public education as applied to the plumbing, heating, piping and air conditioning industry, costs and expenses connected with the promotion of stability of relations between labor and management; Employers' costs of collective bargaining on an industry-wide basis; Employers' costs of

Employers' representative in the adjustment of grievances and in arbitration, and in comparable undertakings engaged in from time to time.

164. Each Employer signatory or otherwise bound to this Agreement agrees to become party to the current Restated Agreement and Declaration of Trust establishing the Industry Fund and further agrees to be bound to the Declaration of Trust and any amendments adopted thereto.

### **ARTICLE XXXV Dues Check-Off**

165. Upon receipt of a properly signed authorization form from the employee, the Employer agrees to deduct from the wages of such employee covered by this Agreement, regular hourly union dues as certified by the Financial Secretary-Treasurer of the Plumbers Local No. 5. Such deductions shall be made on an hourly basis, deducted from the weekly paycheck for all employees working under this Collective Bargaining Agreement, that are on the Employer's payroll and who have properly authorized such deductions and shall be remitted to the Central Depository on or before the 15<sup>th</sup> day from the end of each calendar month when they were withheld from the employees' wages.

### **ARTICLE XXXVI Payments to Trust Funds**

166. The total sum as listed in Article XXI is per hour for all hours worked, including any reporting time which shall be compensated for, by all plumbers and apprentices. This total sum is in addition to the wage rates for plumbers and apprentices as outlined in Article XXI.

167. The above amounts shall be paid as follows: One check shall be made payable to the order of the Central Depository as designated by the respective Trustees, and one check shall be made payable to the Plumbers and Pipefitters National Pension Fund.

168. Payments made to the Central Depository are to be allocated by the Central Depository and transferred to the applicable funds.

169. The payments to be made in accordance with Articles XXVII through XXXV shall be made by the Employer on or before the fifteenth (15<sup>th</sup>) day following the end of each calendar month. The Employer shall within fifteen (15) days from the end of each calendar month to transmit to the Administrator of the Trust Funds a report containing:

- a. the names and Social Security numbers of persons to whom this Agreement is applicable, and who have been in the employ of the Employer during such calendar month;
- b. the number of hours during said calendar month for which compensation (including compensation for reporting and waiting time) was payable; and
- c. such other information required by the respective Board of Trustees and/or Funds for the proper administration thereof.

170. In the event the payments provided for in Articles XXVII through XXXV are not paid within fifteen (15) days following the end of each calendar month, the Union may treat such failure as a breach of contract and remove its members from the job of such delinquent Employer.

171. All Employers are required to post a cash bond. Requirements for such bonds are to be determined 30 day prior to the date the Employer performs work under this Agreement. As of this start of work date, Employers have 60 days in which an insurance certificate must be presented to the Union. If no such bond is obtained, the Union employees will be removed from the jobs of such delinquent Employer.

172. The parties hereto agree that payments made in accordance with Articles XXVII through XXXV are, together with the report form, due on the fifteenth (15<sup>th</sup>) day following the end of each calendar month. In the event an individual Employer is in default, the amount of damage to each of the Funds resulting from the default shall be, by way of liquidated damages and not as a penalty, a sum equal to fifteen percent 15% of the delinquent payments, but not less than twenty dollars (\$20) for each month a payment or payments are due the Fund which amount shall be added to and become a part of said amount due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid; provided, however, an Employer shall be bound to pay any higher percentage

required by a fund's trust agreement. Thereafter, the delinquent Employer must post a cash bond equal to twice the average monthly payments to the funds during the preceding year. In addition to the amount due in liquidated damages and the cash bond, the individual Employer shall be obligated to pay all reasonable expenses incurred by each of the Funds in the collection of the same through litigation including but not limited to reasonable attorney's and accountant's fees, cost of attachment and court costs.

173. There is hereby established a committee known as the "Local #5 Trust Fund Collection Committee," composed of one representative from Local Union #5 and one from the Mechanical Contractors Association of Metropolitan Washington, Inc. who are vested with the full authority and responsibility of collecting all payments payable to the respective Trust funds by any Employer signatory to the Collective Bargaining Agreement with U. A. Local #5. Said Committee is authorized and empowered to enforce the provisions of Paragraph 170 and 172 of Article XXXVI of this Agreement, in accordance with the rules adopted by the Committee shall be authorized to take any and all action it deems necessary to carry out its duties. The Committee shall make a detailed regular report to the Trustees.

### **ARTICLE XXXVII Layoffs**

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

175. Notwithstanding this preferred order of layoff, any Employer may retain an employee and not lay that employee off if the Employer concludes that such employee has special skills, as set forth in Paragraph 12 of Appendix B, not possessed by an employee in a higher category. In any dispute regarding a layoff selection based on special skills, the Union shall bear the burden of proof.

### **ARTICLE XXXVIII Strikes, Lockouts and Emergency Work During Work Stoppage**

176. It is agreed by the Union that there shall be no strikes, partial strikes, slowdowns or any cessation of work during the term of this Agreement against any Employer bound by this Agreement, and the Union officials and officers will take affirmative action to prevent same. An Employee who engages in an unauthorized work stoppage as described above shall be subject to disciplinary action, up to and including discharge. The Employers agree that they will not lock out employees for the term of this Agreement. It is understood that this no strike clause shall not apply to sympathy strikes. It is also understood and agreed that plumbers and apprentices shall have the right to refuse to cross any picket line established on any job site, and the refusal of such plumbers and apprentices to cross a picket line on any job or construction project shall not be considered a breach of this Agreement or a strike or concerted refusal to perform work. The withdrawal of manpower pursuant to Paragraphs 47 and 170 of this Agreement shall not be considered a violation of Paragraph 176 or of this Agreement.

177. In the event of an area strike at the expiration of this Agreement, the Union agrees to furnish employees during the period of the strike for emergency work under conditions mutually acceptable to the Union and the Employer. If agreement cannot be reached, the issue will be immediately referred to the Joint Conference Board. If the Joint Conference Board is unable to reach a decision, or in the event the Board deadlocks, then the matter shall be submitted to final and binding resolution by an impartial arbitrator as set forth in Paragraph 59 of this Agreement.

### **ARTICLE XXXIX Separability**

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

**ARTICLE XL**  
**Modification and Termination**

179. Should either party desire a change in this Agreement upon its expiration, a notice in writing must be given by the party desiring the change to the other party on or before May 1, 2014. If no changes are requested, then this Agreement shall be self-renewing for a period of one (1) year from August 1, 2014.

**ARTICLE XLI**  
**Duration of Agreement**

180. This Agreement shall go into effect August 1, 2010 and shall continue in force until July 31, 2014 and it is understood and agreed that it embraces every rate, requirement or regulation which shall be asked for or enforced by either party to this Agreement and no change in this shall be made for the period covered by this Agreement, except as per the provisions of Article VI, Paragraph 47, if applicable.

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

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

\_\_\_\_\_  
Brooke C. Greer

\_\_\_\_\_  
Michael A. Mack

\_\_\_\_\_  
Sean Boland

\_\_\_\_\_  
Stephen C. Pierce

For: **PLUMBERS LOCAL UNION NO. 5, UNITED ASSOCIATION OF JOURNEYMAN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA:**

\_\_\_\_\_  
James E. Killeen, III

\_\_\_\_\_  
Jack D. Taylor

\_\_\_\_\_  
Joseph P. Sollers

\_\_\_\_\_  
Joseph I. Short

## **APPENDIX A**

### **Jurisdiction of Work of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada**

By the decision of the American Federation of Labor, rendered at both the Atlanta and Rochester conventions, the substance of this action of these conventions of the American Federation of Labor was that there was only room for one organization in the pipe fitting industry, and that the United Association of Journeymen and Plumbers and Steam Fitters is recognized as the only organization having complete control of the pipe fitting trade and industry in its entirety throughout the United States and Canada.

It is the imperative duty of the members of the United Association to be ever alert to see to it that the work as outlined here in this jurisdiction of work shall be done by the members of the United Association throughout our entire jurisdiction.

The following are the official decisions of the American Federation of Labor:

#### **Atlanta Decision**

The Atlanta convention of the American Federation of Labor, held in Atlanta, Georgia, November 13<sup>th</sup> to 25<sup>th</sup> inclusive, 1911 declared "that both for harmony and practicability the pipe fitting trade should be represented in the American Federation of Labor, also in the Building Trades Department, by one general association of the Pipe Fitting Industry, namely the United Association of Plumbers, Gas Fitters, Steam Fitters and Steam Fitters' Helpers of the United States and Canada, and further that the Executive Council of the Building Trades Department be requested to carry that declaration into effect". (see page 339 of the 1912 Rochester Convention's proceedings)

#### **Rochester Decision**

The adjustment Committee's report to the delegates assembled at the Rochester Convention of the American Federation of Labor, held at Rochester, NY, November 11<sup>th</sup> to 23<sup>rd</sup>, inclusive, 1912, is as follows:

"Your committee reports that it has considered carefully the efforts made by the Executive Council of the American Federation of Labor to carry out and make effective the instructions of the Atlanta Convention which declared that both for harmony and practicability the pipe fitting trade should be represented in the American Federation of Labor, also in the Building Trades Department, by one general association of the pipe fitting industry, namely, the United Association of Plumbers, Gas Fitters, Steam Fitters and Steam Fitters' Helpers of the United States and Canada."

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

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 building, 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, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc.
7. All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and washrooms, shower stalls, etc.

8. All bathroom, toilet room and shower room accessories, i.e., as towel racks paper holders, glass shelves, etc., as per the 1965 U.A. – Carpenter's Agreement.
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 pipe fitting industry.
11. All fire stand pipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories, and all piping for sprinkler work of every description.
12. All block tin coils, carbonic gas piping for soda fountains and bars, etc.
13. All piping for railing work, and racks of every description, whether screwed or welded.
14. All piping for pneumatic vacuum cleaning systems of every description.
15. All piping for hydraulic, vacuum, pneumatic, air water, steam, oil or gas, used in connection with railway cards, railway motor cars, and railway locomotives.
16. All marine piping, 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 method of making joints, hangers, and erection of same.
19. All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc.
20. All soot blowers and soot collecting piping systems.
21. The setting, erecting, and piping for all smoke consuming and smoke washing and regulating devices.
22. The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards, and other controls used in connection with power, heating, 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, 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 underfeed stokers, fuel burners, and piping, including gas, oil power fuel and cold air piping, and all accessories and parts of burners and stokers, etc.
26. All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.
27. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, and mixing devices, and piping thereto of every description.
28. The setting, 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 for every description, and laundries for all purposes.
31. All piping for oil, or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.

32. All piping for power, or heating purposes, either by water, air steam, gas, oil, chemicals, or any other method.
33. All piping, setting and hanging of all units and fixtures for air conditioning, cooling, heating, roof cooling, refrigerating, ice making, humidifying, dehumidifying, dehydrating, by any method, and the charging and testing, servicing of all work after completion.
34. All pneumatic tube work and all piping for carrying systems by vacuum, compressed air, steam, water, or any other method.
35. All piping to stoves, fire grates, blast and heating furnaces, ovens, driers, heaters, oil burners, stokers and boilers and cooking utensils, etc., of every description.
36. All piping in connection with central distributing filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, and aeration basins.
37. All process piping for refining, manufacturing, industrial, and shipping purposes, of every character and description.
38. All air piping of every description.
39. All temporary piping of every description in connection with building and construction work, 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, sleeves, thimbles, hangers, conduit and boxes, used in connection with pipe fitting industry.
41. The handling and setting of boilers, setting of fronts, setting of soot blowers, and attaching of all boiler trimmings.
42. All pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts, and water lines, and booster stations of every description.
43. All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints, or any other mode or methods 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 the erection and installation of all work and materials used in the pipe fitting industry.
48. The operation, maintenance, repairing, servicing and dismantling of all work installed by journeymen members of the United Association.
49. All piping for cataracts, cascades, (i.e., artificial waterfalls), makeup water fountains, captured waters, water towers, cooling towers, and spray ponds, used for industrial, manufacturing, commercial, or for any other purposes.
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 pipe fitting industry, regardless of size or shapes.

## **APPENDIX B**

### **MEMORANDUM AGREEMENT: Non-Exclusive Hiring Hall**

Effective August 1, 2010 through July 31, 2014

THIS AGREEMENT entered into this 1<sup>st</sup> day of August, 2010 by and between the Mechanical Contractors Association of Metropolitan Washington, Inc., hereinafter called the Association, and on behalf of all contractor members of said Association, hereinafter called the Employer(s), and Local Union No. 5 of the United Association of Journeyman and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO, hereinafter called the Union. All provisions of this Agreement are binding on those non-Association Employers who become signatory hereto.

WHEREAS, the Association and the Union desire to maintain productivity and establish an orderly system for the referral of skilled and qualified plumbers;

NOW, THEREFORE, the Association and the Union hereby agree to the following non-exclusive system of referral for employment.

1. Employers may, but are not required to, hire journeymen plumbers by calling or writing the Union referral office and stating the qualifications required of the plumber and the location of the job.
2. Journeymen plumbers are required to register with the Union referral office when seeking employment through that office. Journeymen plumbers satisfying the requirements set forth in this agreement are free to solicit employment.
3. In the event a request is made by the Employer and the Union is unable within 48 hours to supply qualified journeymen (including journeymen with special skills), the Employer may secure qualified journeymen from any other source.
4. *Registration.* The Union shall maintain a registration list as provided for in this section, of qualified plumbers, who are available for employment as journeymen plumbers.
5. Registration for referral will be accepted only from qualified journeymen plumbers who have had at least five (5) years' actual practical working experience in the plumbing trade in the building and construction industry, or by qualified journeymen who have five (5) years' actual practical working experience in the plumbing trade in the Building and Construction Industry and have successfully completed apprenticeship training in the plumbing trade, including at least 1050 hours of classroom training under the Apprenticeship Program approved by the Federal Bureau of Apprenticeship Training, or a State Division of Apprenticeship Training or a State Division of Apprenticeship Standards.
6. Each applicant shall list whether they have special skills such as welding, layout, jobbing, drafting, estimating, coordination, supervision and any other recognized special skills in the plumbing trade and the number of years of experience.
7. Individuals who wish to register for referral may be required to submit proof of their experience, qualifications, and special skills through employment records, affidavits, or otherwise.

8. *First Category.*

A. Journeymen who:

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

B. Journeymen who:

1. Have five (5) years of experience in the plumbing trade.

2. Have successfully completed apprenticeship training in the plumbing trade, including 1050 hours of classroom training under the Apprenticeship Program approved by the Federal Bureau of Apprenticeship Training, or a State Division of Apprenticeship Training or a State Division of Apprenticeship Standards.
3. Are local residents of the geographical area constituting the normal construction labor market for the Great Metropolitan Washington, D.C. area, and
4. For a period of at least one (1) of the last three (3) years:
  - (a) Have been employed by an Employer who has been bound or signatory to a contract with the Union, or
  - (b) Have had contributions made to the Union benefit trust funds in their behalf.

9. *Second Category.*

A. Journeymen who:

1. Have five (5) years experience in the plumbing trade, and
2. Have successfully completed apprenticeship training in the plumbing trade, including at least 1050 hours in classroom training trade under the Apprenticeship Program approved by the Federal Bureau of Apprenticeship Training, or a State Division of Apprenticeship Training, or a State Division of Apprenticeship Standards or who have passed an equivalent competency examination given by the Union's Examining Board.

B. Journeymen who:

1. Have five (5) years of experience in the plumbing trade, and
2. Have successfully completed apprenticeship training in the plumbing trade, including at least 1050 hours in classroom training under an Apprenticeship Program approved by the Federal Bureau of Apprenticeship Training, or a State Division of Apprenticeship Training or a State Division of Apprenticeship Standards.

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

11. *Referral.* Except as provided in Paragraphs 13, 14 and 15, the Union shall refer applicants to the Employer upon the Employer's request by first referring applicants from the first category, in order of the dates they register their availability for employment, then from the second category, in order of the dates these applicants register, and then from the third category, in order of the dates these applicants register. Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions, or by any other aspect of union membership policies or obligations.
12. Requests by Employers for journeymen who are skilled in welding, layout, jobbing, drafting, estimating, coordination, supervision, or any other recognized special skills in the plumbing trade will be honored. The Union shall refer applicants to the Employer upon the Employer's request for special skill by first referring applicants with such skills from the first category, in order of the dates they register their availability for employment, then from the second category, in order of the dates these applicants register, and then from the third category, in order of the dates these applicants register.
13. The Union will honor requests by Employers for specific journeymen who have worked for any Employer bound by or signatory to a contract with the Union. An Employer requesting a journeyman by name may do so by calling or writing the referral office.
14. Recognizing that the Employer and the Union have mutual responsibility for non-discriminatory hiring practices, it is agreed that the Union will make a good faith effort to furnish to the Employers, upon request, qualified minority or female journeymen and/or apprentices in order to comply with the requirements of Executive Order 11246 and the duly promulgated regulations of the Department of Labor implementing the Executive Order and the Civil Rights Act of 1964.
15. The Employer retains the right to reject any job applicant referred by the Union. The Employer shall be the sole judge as to the competency of the plumbers supplied by the Union.

## **APPENDIX C**

### **MEMORANDUM OF UNDERSTANDING: Alcohol and Substance Abuse Policy**

Effective January 6, 1997  
Amended August 1, 2007

# **ALCOHOL AND SUBSTANCE ABUSE POLICY**

## **I. PREAMBLE**

Alcohol and substance abuse is an issue that concerns us all and efforts are being made on many levels to create an environment that discourages this destructive problem. Being under the influence of prohibited drugs or alcohol poses unnecessary and unacceptable safety and health risks not only to the user but to all those who work with him or her. Plumbers Local Union No. 5 ("Union" or "Local 5") and the Mechanical Contractors Association of Metropolitan Washington Inc. ("MCAMW") have a vital interest in maintaining a work environment that promotes the safety, health, security and productivity of employees and, to that end, have agreed to the following Alcohol and Substance Abuse Policy.

Recognizing that it is the Employer's obligation to maintain a drug-free workplace, this Policy allows an Employer to conduct drug and/or alcohol testing. The specific conditions under which that testing may be performed are described in detail in this Policy and generally include pre-employment testing, post incident testing, reasonable cause testing, random testing, and contractually required testing. This Policy also sets forth the consequences to employees of reporting to or performing work under the influence of drugs and/or alcohol. The Union and the MCAMW recognize that drugs and alcohol present a serious health problem and encourage all employees to seek assistance for such problems.

While the MCAMW and the Union encourage signatory contractors to institute an Alcohol and Substance Abuse Policy for all of their employees, regardless of classification, this particular Policy is limited to MCAMW-member Employers and any other signatory Employer who employ employees represented by Local 5. For purposes of this Policy, the term "Employer" shall mean those contractors who employ employees represented by Local 5 and who are signatory to a collective bargaining agreement with Local 5. The term "employee" shall mean any individual currently employed by an Employer in a unit represented for purposes of collective bargaining by the Union, or any individual seeking to be employed by any such Employer in a Local 5-represented bargaining unit. The term "Collective Bargaining Agreement" shall mean the collective bargaining agreement executed by Local 5 and the MCAMW, which binds all MCAMW member contractors and any other contractor who executes a letter of assent agreeing to be bound by such agreement.

Upon mutual agreement, the Parties shall have the right to change the drugs tested, the cut-off levels and the analysis procedures as new technology in substance abuse testing warrants.

Upon execution, the Union will distribute this Policy to all members. Additionally, each Employer shall distribute this Policy to all new hires.

## **II. TESTING**

### **A. Pre-Employment Testing**

Employees may be tested as a condition of employment. Where an Employer institutes pre-employment testing for a job or jobs, all employees at such jobsite(s), including management and supervisory personnel, shall be subject to pre-employment drug-testing. Refusal to submit to testing means the prospective employee has withdrawn his or her application for employment.

### **B. Post Incident**

All employees involved in an incident or accident as described below may be tested:

1. Incidents or accidents on Employer property or in the course of conducting Employer business that involve bodily injury to the employee, another employee or a third party that requires medical treatment beyond first aid;
2. Incidents or accidents on Employer property or in the course of conducting Employer business that involve major property damage to Employer property or a third party's property;
3. Possession of any drug/alcohol or relevant paraphernalia on or about Employer property.

### **C. Reasonable Cause Testing**

An employee on the jobsite may be required to submit to a scientifically approved chemical and/or intoxilizer test to determine the existence of alcohol and/or prohibited drugs, if there is a

reasonable, objective basis to believe that the employee is impaired on the jobsite. A reasonable, objective basis will exist under the following circumstances:

1. The employee's conduct or actions indicating alleged impairment shall be observed first-hand by two supervisors on the jobsite. The supervisors must document in writing their observations within 24 hours after their observation; and
2. A determination is made by a supervisor, who has successfully completed a bona-fide training session or sessions in drug or alcohol abuse, including with respect to signs and symptoms of prohibited drugs or alcohol use, that the employee's conduct is symptomatic of alcohol or drug impairment. The supervisor's determination must be based on specific and objective observations concerning the appearance, behavior, speech or breath odor of the employee which is characteristic of use of prohibited drugs or alcohol. Any supervisor designated to make determinations under this subsection shall be relieved of the responsibility for determining reasonable cause if, on three consecutive occasions, he / she concludes an employee may be under the influence of alcohol and/or drugs, and that determination is found to be erroneous.

For purposes of this provision, a "supervisor" is defined as any managerial or supervisory employee, including a foreman.

D. Reinstatement Testing

All employees who have tested positive must test negative before returning to work. The return to work policy is referenced in the disciplinary section of this Policy.

E. Random Testing

The Employer may conduct random drug and alcohol testing so long as the Union is advised in writing at least two days prior to the initiation of any such program. At that time, the Union must also be notified of the manner in which and the frequency that employees will be selected for testing. If the Employer elects to conduct random testing, it shall implement a random method of selection. The selection method may be by computerized random selection or by any nondiscriminatory non-mechanical means. Regardless of the procedure utilized, each person subject to testing shall have an equal chance of being selected each time whether or not that employee has been selected before. An Employer which engages in random drug testing shall include all of its employees in such random drug testing, including office employees, managerial and supervisory employees. The Union shall be given the opportunity to observe the selection process.

F. Contractually Required Testing

Where it is a condition for bidding, access, or performance of a job or contract by an owner, client, general contractor, the Employer shall be permitted to engage in any drug or alcohol testing permitted by applicable federal and state law. This includes, but is not limited to, pre-employment testing, post-incident testing, reasonable cause testing, and random testing.

### **III. PRE-TESTING AND APPLICABLE PROCEDURES**

- A. The Employer may use an industry accepted and proven testing tool (i.e., a test cup) to pre-screen applicants and employees for the presence of prohibited drugs and alcohol identified in Article IV (G) below. Such pre-testing may be utilized only under the same circumstances that testing is otherwise permitted under Article II of this Policy. Such pre-tests must be administered by a trained representative of the Employer.
- B. If the test is negative, the applicant/employee may be employed or continue employment with the Employer without further testing as is otherwise provided by this Policy.
- C. If the pre-test is positive, the applicant/employee will be treated as if no pre-test had been conducted but will otherwise be subject to testing as provided for in this policy.

### **IV. TESTING PROCEDURES**

The following sets forth the procedures to be followed when intoxilizer, urine and/or blood drug analysis is requested:

- A. The employee to be tested for reasonable cause or post incident shall be taken immediately to the laboratory or medical facility by his or her supervisor or the supervisor's designated representative.
- B. The employee will be required to sign the consent-and-release form attached to this Policy upon his/her employment with the Employer. Any employee who refuses to sign the consent-and-release form, refuses to go to the medical facility or laboratory, refuses to provide specimens or provides tampered specimens for testing, or otherwise fails to cooperate in the test procedure may be discharged.
- C. Testing of an injured employee will take place only if it will not jeopardize necessary medical attention for the employee.
- D. Employees subject to the requirement for testing may, at the total discretion of the Employer, for safety reasons be suspended, effective immediately, for the period of time required to process, screen, and confirm test results. If the test result is negative, the employee shall be immediately returned to work and made whole for any loss of pay.
- E. An employee whose drug/alcohol test reveals a positive result will receive copies of the following:
  - 1. His or her test results;
  - 2. A copy of this Policy, which includes notice of the possible disciplinary actions an Employer may take; and
  - 3. A list of employee assistance programs for drug/alcohol abuse.
- F. A positive result for alcohol shall be the blood alcohol level established by State or Federal law as prima facie evidence of driving under the influence of alcohol.
- G. A positive result for prohibited drugs and alcohol shall be as follows:

<b>Drug or Intoxication</b>	<b>Initial/Screening Test Cutoff Limits</b>	<b>Confirmatory Test Cutoff Limits</b>
Amphetamines	1,000 ng/mL	500 ng/ml
Barbiturates	200 ng/mL	200 ng/mL
Benzodiazepines	200 ng/mL	200 ng/mL
Cannabinoids	50 ng/mL	15 ng/mL
Cocaine	300 ng/mL	150 ng/mL
Methadone	300 ng/mL	300 ng/mL
Methaqualone	25 ng/mL	25 ng/mL
Opiates	300 ng/mL	300 ng/mL
Phencyclidine	25 ng/mL	25 ng/mL
Propoxyphene	300 ng/mL	300 ng/mL
Alcohol	Per Applicable law	Per Applicable law

- H. All tests, which show a positive result on the drug analysis, must be confirmed by the testing of the same specimen using a technique known as gas chromatographs/mass spectrometry ("GS/MS"). If the GS/MS confirms the positive results, the employee will be notified as soon as possible by the independent Medical Review Officer ("MRO"). An employee may rebut a positive result with an additional test performed on the same specimen. The employee must notify the Employer or the MRO within two working days of notification of a positive test result that the employee wishes to have the specimen re-tested. The proper chain of custody and documentation must be adhered to by the second lab. The additional analysis must be performed at a laboratory satisfying standards approved by the Employer and shall be performed at the employee's own cost. If the Employer is satisfied that the initial analysis was in

error, the Employer will accept the negative result and shall make whole the employee for any lost wages and other expenses reasonably incurred in connection with the test.

After testing and confirmation testing, the facility must retain a sufficient portion of the sample for independent re-testing and store that portion in a scientifically acceptable, preserved manner for one year.

- I. Collection of specimens shall be by a physician or health care professional. Specimen containers shall be labeled with a number and the donor's signature and shall be closed with a tamper-proof seal initialed by the donor and collecting agent. The labeling shall be done in the employee's presence, and a copy of the labeling or other information identifying the specimen shall be given to the employee upon request.

The specimen number and identifying information on the donor shall be entered on a log and signed by the collecting technician in the presence of the employee, and the employee shall initial the proper line on the log entry.

The volume of each sample shall be such that sufficient amounts will remain for both confirmation tests and independent testing.

Samples shall be stored in a scientifically secure manner. All handlers and couriers of the sample must complete entries and identify themselves on a proper chain of custody form.

- J. Results shall be communicated in writing to the Employer's authorized representative within three (3) working days of the specimen's arrival at the laboratory. The laboratory may only report drug or alcohol concentrations if the appropriate test indicates that the specimen contains levels of substance(s) in violation of the standards set forth in this Policy. All such communications between the MRO and the Employer's authorized representative must be kept in strict confidence. Special attention to confidentiality must be observed at the jobsite.

- K. After submitting to a drug and/or alcohol test, an employee may voluntarily provide the MRO with evidence indicating that a positive result from the test may be caused by the employee's ingesting of medication or drugs as prescribed by his/her physician. If such evidence is presented to and accepted by the MRO, a positive test result will not result in the disciplinary measures set forth in this Policy so long as the levels of the medication or drug revealed in the test do not exceed the permissible levels prescribed by the physician and otherwise demonstrate to the physician that the positive test result was not the product of taking and/or ingesting of prohibited substances.

- L. The role of the MRO is as follows:

1. Reporting and review of laboratory test results will be by an MRO.
2. The MRO will be a licensed physician who has knowledge of substance abuse disorders.
3. The MRO will conduct the final review of all test results reported by the laboratory. Review of negative test results is administrative only.
4. The MRO review and verification of positive results will be required before results are reported to the Employer.
5. The MRO will contact the employee whose test result is positive and provide the employee an opportunity to discuss the results.
6. If the MRO cannot contact the employee within three days and after making three attempts, the Employer representative will be notified to contact the employee and advise the employee to contact the MRO. At this time no test results will be given to the Employer.
7. If, after twenty-four hours of being notified by the Employer to do so, the employee does not contact the MRO, the MRO will verify the positive test result to the Employer.
8. If the Employer cannot contact the employee within 3 working days, the employee may be subject to disciplinary action up to and including discharge.

9. Where there is evidence that the employee is avoiding contact by the MRO or the Employer, the employee may be subject to disciplinary action, up to and including discharge.
10. If the employee refuses to discuss the test results with the MRO, the test will be reported as positive to the Employer.
11. Appropriate procedures will be required by the MRO if the test result is positive for opiates to ascertain if there is a clinical reason for the positive test.
12. The MRO may notify the authorized Employer representative of results by telephone, computer interface and/or in writing.
13. The employee may request, through the MRO, a retest of the same specimen. This request must be made within two working days of being notified of a positive test result.

M. Confidentiality Requirements

1. Information on test results and the fact of testing shall be communicated only to those who must know the information in order to ensure safety and enforce the Policy's rules. Copies of all documents including test results and chain of custody forms, shall be delivered to the donor.
  2. Information regarding an employee's drug test results or rehabilitation may be released only upon the written consent of the employee, except that such information must be released, where permitted by law:
    - a. regardless of consent to the DOT or the representative of a state agency upon request as part of an accident investigation;
    - b. if the MRO believes the information could result in the medical disqualification of the employee under a DOT or other regulatory agency rule;
    - c. if the MRO believes that continued performance by the employee of his/her sensitive-safety function could pose a significant safety risk to the employee or to others; or
    - d. regardless of consent to the individual designated by the Washington, D.C. Joint Plumbing Apprenticeship Committee ("Committee"), but only with respect to tests administered to an apprentice(s) or helper(s) employed by the Employer who is participating in the Committee's Apprenticeship and Training Program, and only if such test(s) is determined to be positive. The Committee and its designee shall maintain the confidentiality of the test results, which shall be used to determine the apprentice's or helper's continued eligibility for participation in the Apprenticeship and Training Program.
  3. Disclosure of information is limited to the Employer, the Committee (as expressly set forth in Section 2(d) above), or other regulatory agency. In the event that any disclosure is made, the Employer shall notify the employee of the contents of the disclosure, to whom the disclosure was made, and the purpose of the disclosure.
  4. Information disclosed pursuant to this Policy cannot be used for personnel matters except as provided for in this Policy, and in any event, shall be kept in a file separate from the employee's regular personnel file.
  5. Nothing contained in this subsection shall restrict access by the employee (and with his/her consent, the Union) or Employer to any records collected under this Policy for the purpose of the grievance and arbitration proceedings set forth in the collective bargaining agreement between the Union and any Employer.
- N. The Employer shall compile a list of testing facilities. All such facilities must be certified by the U.S. Department of Health and Human Services to perform such testing, and must meet the minimum criteria established in the Mandatory Guidelines for Federal Workplace Drug Testing Programs published in the Federal Register. All medical personnel at the laboratory/testing facilities, and all other personnel and agents involved in the testing, shall adhere to the American Occupational Medical Association ("AOMA")'s Code of Ethical Conduct for Physicians Providing Occupational Medical Services, adopted by the Board of Directors of AOMA July 23, 1976, and AOMA Drug Screening in the Workplace Ethical Guidelines, adopted July 26, 1986.

## **V. DISCIPLINARY ACTIONS**

- A. An employee who tests positive for drugs and/or alcohol pursuant to a properly implemented medical test, as described in Section III above, will receive verbal counseling with a written reprimand. The employee must enroll in a drug and/or alcohol rehabilitation or counseling program. The employee will be allowed to continue working provided he/she is capable of performing the work of a plumber, but will be re-tested within 30 days of the receipt of the results from the first test. If the second test or any subsequent test is positive, the employee may be discharged. If the second test is negative, the employee shall continue working.
- B. Any employee who tests positive on a second or subsequent occasion shall be subject to appropriate disciplinary action including, but not limited to, suspension (with or without pay), and discharge with the right to apply for rehire within six months.
- C. Discharge, with no right of rehire until after six months, may be final for:
  - 1. Refusal to submit to testing;
  - 2. Attempting to provide a specimen or providing a specimen for testing when there is evidence of any form of tampering or substituting of specimens;
  - 3. Sale, transfer, manufacture or distribution of drugs/alcohol while on the Employer's property or jobsite, or while on property utilized by the Washington, D.C. Joint Plumbing Apprenticeship Committee for training.
  - 4. Employee's failure to notify the Employer of his/her criminal conviction based upon the sale, transfer, distribution, or possession with the intent to distribute drugs/alcohol, where such notification is required by law.
- D. Any finding of unfitness for duty and any discipline imposed under this Policy shall be subject to the grievance/arbitration procedure found in the Collective Bargaining Agreement.

## **VI. OTHER CONDITIONS**

- A. The Employer, all of its medical personnel, supervisors and other personnel, shall adhere to all applicable federal and state laws or regulations governing substance and/or alcohol testing.
- B. No employee shall be required to sign any waiver limiting liability of the Employer, the owner/client, testing laboratory or any person involved in the chain of custody of the specimen nor any consent abrogating any provision of this Policy.
- C. The Union is not responsible for ascertaining or monitoring the drug- or alcohol-free status of any employee. Moreover, the Union is not responsible for informing Employers of the drug- or alcohol-free status of any employee or potential employee. Employers wishing to obtain this information may conduct pre-employment or other drug and/or alcohol testing consistent with this Policy to ascertain such status.
- D. Where testing is performed on the jobsite, the facility used for specimen collection shall be sanitary and sufficiently private so that there is no opportunity for other individuals on the jobsite to observe that a specimen is being collected.
- E. The Association and the Union agree that a drug-free workplace is critically important and that drug abuse by any employee may seriously endanger workplace safety and negatively impact work performance. In order to be considered fit for duty, an employee must be drug free.
- F. The Employers who administer drug tests pursuant to the Substance Abuse Policy set forth in Appendix C shall have the affirmative duty of notifying the Union in writing when an employee is denied employment or removed or laid off from employment because of a positive drug test.
- G. Upon notification from an Employer that an employee has tested positive for drugs, such an employee shall be considered unfit for duty and also unfit for referral as follows:
  - 1. For a first offense in a twelve-month period, the employee shall be ineligible for referral for a period of two weeks and after that two-week period of ineligibility for referral, fitness for duty and for referral shall be re-established by the employee's presentation of a certification from an approved laboratory that the employee has passed a drug test administered in

accordance with the guidelines of Appendix C. The cost of such drug test shall be borne by the employee.

2. For a second offense in a twelve-month period, the employee shall be ineligible for referral for a period of thirty days and after that fitness for duty and for referral shall be re-established by the employee's presentation of certification from an approved laboratory that the employee has passed a drug test administered in accordance with the guidelines of appendix C. The cost of such drug test shall be borne by the employee.
  3. For a third offense in a twelve-month period, the employee shall be ineligible for referral for a period of six months and after that fitness for duty and for referral shall be re-established by the employee's presentation of a certification from an approved laboratory that the employee has passed a drug test administered in accordance with the guidelines of Appendix C. The cost of such drug test shall be borne by the employee.
- H. Employers who hire employees directly rather than as the result of a referral from the Union, shall have the right to contact the Union to ascertain if an applicant is fit for duty or referral under this Article.
- I. Employers will provide language to the Local Union holding the Local Union harmless from any legal ramifications resulting from the implementation of this policy that is outside the Local Union's control.

**CONSENT AND RELEASE FORM**

I have been given a copy of the Local 5/MCAMW Substance and Alcohol Abuse Policy ("Policy"). I have read the Policy and understand its contents.

As a condition of employment, I applicant/employee (circle one), hereby consent to submit to such urinalysis, blood test and/or other tests as shall be determined by \_\_\_\_\_ (name of Employer) for the purposes of determining the presence of prohibited drugs or alcohol. I agree that any specimens collected for these tests may be forwarded by the Employer to an approved testing laboratory for analyses. I further agree to and hereby authorize the release of the results of said tests and any information regarding said tests to the Employer, its agents, servants and employees, and the Local Union's authorized persons as set forth in the Policy. If I am an Apprentice or a Helper, I further agree to authorize the release of any tests performed by an Employer or by a substance or alcohol rehabilitation program in which I am enrolled to the Washington, D.C. Joint Plumbing Apprentices Committee.

I understand that my refusal to submit to testing as required and/or permitted under the Policy or falsification of a test, or a positive test result will remove me from the selection process and from consideration for employment.

I have carefully read the foregoing Consent and Release Form and fully understand its contents. I acknowledge that my signing this Consent and Release Form is a voluntary act on my part and that I have not been coerced into signing this document by anyone.

\_\_\_\_\_  
Name of Applicant/Employee

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness (Print Name)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

## **APPENDIX D**

### **STANDARD FOR EXCELLENCE**

The United Association Standard for Excellence is incorporated by reference and adapted by the parties to this Agreement.

1. A Productivity Committee consisting of one member appointed by the Union and one member appointed by the Association and a Public Member who shall be a neutral party appointed by both these members shall be formed to consider any complaint from the Union, any employee, member or any signatory employer arising from or relating to the Standard for Excellence.
2. The Productivity Committee shall have the power to make a final and binding decision on any matter referred to it which shall be complied with by the Local Union, signatory Employers and the Association, as the case may be, and employees covered by the collective bargaining agreement. The Committee is not authorized to add to, or subtract from, or modify any of the provisions of the collective bargaining agreement and its decision shall be in accord with the Agreement.
3. A member who is discharged for cause 3 times within a twelve-month period or who has engaged in egregious conduct in violation of the Standard for Excellence shall be referred to the neutral member of the Committee to determine the applicant's continued eligibility to seek referral or continue to work for signatory contractor. The neutral member of the committee shall, within five business days, review the qualifications of the applicant, the reason for the discharges or other evidence relating to violation with the Standard for Excellence.
4. The neutral member of the Committee, may, in his/her sole discretion issue a final and binding decision providing: (1) that the member obtain further training from the JATC; (2) disqualify the member for referral or continued employment for any signatory contractor for a period of two weeks or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the member to an employee assistance program, if available for evaluation, treatment, or recommended action; or (4) declare the member eligible for continued referral employment, pursuant to the collective bargaining agreement including restoration of the applicant to his/her appropriate place on the referral list.
5. The Committee shall have the power to establish rules concerning persons referred to the Committee, including the use of transcripts, lawyers and the like in keeping with the need to maintain an orderly and efficient process unencumbered by excessive formality and delay.
6. Nothing in the process described herein shall prevent a member from filing a grievance relating to the underlying termination for cause in a timely manner after that termination occurs. The process shall also not negate any established agreed upon drug policy, including the penalties contained in that policy.\*
7. The costs of the Committee, including the cost of the neutral member shall be borne equally by the Local Union and the Association.

\*Note: A member shall have 10 working days to file a grievance if he/she disagrees with the reason for separation as stated on the Separation Notice.

**SUPPLEMENTAL SERVICE  
AGREEMENT**

between

Mechanical Contractors Association of  
Metropolitan Washington, Inc.

and

Plumbers Local Union No. 5  
United Association

Effective August 1, 2010 through July 31, 2014

## TABLE OF CONTENTS

<b>Article</b>		<b>Page</b>
I	Recognition	47
II	Geographical Territory	47
III	Scope of Work, Plumbing Service and Maintenance	47
IV	Uniforms	48
V	Classification of Employees	48
VI	Labor Supply	48
VII	Supervision	48
VIII	Hours of Work, Overtime, Shift Work, Standby and Makeup	48
IX	Wage and Fringe Benefit Payments	50
X	Vacations	54
XII	Emergency Service During Work Stoppage	54
XII	Modifications, Duration and Termination	54

This Supplemental Service Agreement, entered into first day of August, 2010 , by and between the Mechanical Contractors Association of Metropolitan Washington, Inc. (hereinafter called the "Association") and on behalf of all contractor members of said Association ( hereinafter called the Employer(s)), and Local Union No. 5 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO ( hereinafter known as the "Union") shall be a supplement to the Basic Construction Agreement entered into by the Employer and the Union, effective August 1, 2010 to July 31, 2014 (also referred to herein as the "Basic Agreement"). Thus, all provisions of the Basic Agreement that are not in conflict with the provisions of this Supplemental Service Agreement shall be in full force and effect on all work performed by the Employer under this Supplemental Service Agreement.

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

NOW, THEREFORE, the Employer and the Union, in consideration of the mutual premises and covenants hereto contained, mutually agree that all contractor members of the Employer and other non-member contractors signatory to the Basic Agreement who maintain separate Service Departments, or whose business is service or maintenance work, may apply the terms of this Supplemental Agreement for work covered by this Agreement.

### **ARTICLE I Recognition**

1. The Employer recognizes the Union as the sole and exclusive bargaining representative for all Plumbing Equipment Service and Maintenance Journeymen (hereinafter called "Journeymen") all Plumbing Equipment Service and Maintenance Apprentices (hereinafter called "Apprentices") in the employ of the Employer in respect to wages, hours and other terms and conditions of employment, on any work in the plumbing equipment service and maintenance industry described in this Agreement.

2. The Union also recognizes the Association as the sole and exclusive collective bargaining representative for Employers performing work which comes within the trade and territorial jurisdiction of the Union.

### **ARTICLE II Geographical Territory**

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

### **ARTICLE III Scope of Work, Plumbing Service and Maintenance**

4. Plumbing service and maintenance work is the work normally performed by service Employer, either by contract or on an emergency call basis, who is equipped to handle all work relative to start-up, inspection, operating, maintenance and service calls necessary to keep a mechanical system of plumbing in operational order.

5. Service and maintenance shall include all the replacing, maintaining, cleaning, adjusting, repairing, overhauling, starting and balancing of any existing system or component part thereof, in an occupied structure regardless of size or location, including all other service and maintenance work assigned to the Employer by the owner.

6. The installing of new fixtures under the scope of service and maintenance, as previously defined, shall be limited to a maximum of ten on any one job, unless excepted by special permission of the Business Manager in writing.

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

8. This service agreement may also be used for all speculative residential single family houses, or a single family residential development under one roof, which does not exceed four stories in height, regardless of number of units, and all site utilities, lawn sprinkler systems, etc., in connection with same.

9. This service agreement covers fast food chains, tenant work in shopping malls, small stores, gasoline stations, and other such light commercial work.

**ARTICLE IV  
Uniforms**

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

**ARTICLE V  
Classification of Employees**

11. Plumbing Equipment Service and Maintenance Journeymen must be skilled craftsmen in their trade, and have a minimum of five (5) years actual, practical working experience in the plumbing and pipefitting and/or plumbing equipment service and maintenance industry. They shall be allowed to perform all of the work covered under this Agreement.

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

**ARTICLE VI  
Labor Supply**

13. In carrying out the Agreement, the parties hereby agree each with the other as to work and employment as follows:

14. As a term and condition of employment, the Union agrees to furnish and supply all necessary plumbers, and apprentices as are required provided that all work designated in the working rules and Trade Jurisdiction of the Union is contracted for, assigned to and performed by plumbers and apprentices. The Employer shall be the sole judge as to the competency of the plumbers and apprentices so supplied by the Union.

15. Appendix B to the Basic Agreement sets forth the Parties' agreement with respect to the referral of skilled and qualified plumbers.

**ARTICLE VII  
Supervision**

16. On any specific job employing four (4) or more men, up to and including ten, one shall be designated foreman.

**ARTICLE VIII  
Hours of Work, Overtime, Shift Work, Standby and Makeup**

17. *Hours of Work.* The regular eight-hour workday may be scheduled during the hours between 6:00 a.m. and 5:30 p.m., including Saturday and Sunday. Should Saturday and Sunday be included, these two days shall be paid at the base rate plus 15%. Work may be scheduled at any time provided that the

employee is paid one and one-half times the scale for each hour beyond forty (40) hours worked in one week, or eight (8) hours in any one day.

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

19. In order to explore and or expand work opportunities by mutual consent of the Employer and the Union the starting time and quitting time as well as the work period of any employee may be set or changed.

20. The Employer shall give one (1) hour's notice of layoff to an employee to enable said employee to return the tools of the Employer that are in his possession and to gather his personal effects of the employee. The Employer must complete the Separation Notice upon termination, layoff or resignation of employee. This form must be signed by the employer and employee, unless the employee is being terminated for not showing up for work. The Employer shall send on copy to the Union, one copy to the office of the Association (MCAMW), one copy retained by the Employer, and one copy to the Employee. If the employee is an apprentice, one copy will be sent to the office of JATC. The Joint Conference Board will meet on a yearly basis to review and purge all incorrect records. After three years all records will be purged. The Employer must give a Separation Notice to the employee when he/she receives his/her layoff/termination check. The same policy applies for the Separation Notice as the policy for the layoff/termination check.

21. *Overtime.* All overtime worked shall be a time and one-half. The employee must work forty (40) hours at regular standard rate of pay, Monday through Friday, in order to qualify for the overtime rates Monday through Saturday. This forty (40) hour requirement shall not apply if the employee is available to work during the standard workday but is not assigned such work by the Employer. Saturday hours may be used to complete the forty (40) hours requirement, at the option of the employee. The Employee will not be penalized for time off for any of the following circumstances: prior notification given to the Employer for any scheduled time off including vacation (2 working days minimum); death in the immediate family, disabling job injury; major illness or a holiday recognized in the agreement. These exceptions shall also apply on a pre-established work schedule of four (4) days at ten (10) hours. Hours worked on paid holidays shall be paid at double time and one-half the base rate of pay for the first (8) eight hours of work, all additional hours will be paid at a time and one-half. The employer may establish a flexible work week during the week of a holiday. This week can be changed from five (5) eight (8) hour workdays to four (4) ten (10) hour workdays, however, an employee will not be penalized if he/she does not want to work the additional 2 hours per day. The employee must inform his foreman at the beginning of the week of his desire not to work the additional 2 hours each day. If the Employer is already working four (4) ten (10) hour workdays, the Employer may change his/her shift to accommodate the holiday.

22. The recognized paid holidays within this agreement shall be Labor Day, Veterans' Day, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day, the Fourth of July, Thanksgiving Day and the day after Thanksgiving Day (or President's Day optional for service work only - must only take one or the other, not both). If an employee works the day after Thanksgiving and President's Day for the same Employer, he must be paid time and one-half for one of the day's worked. These holidays shall be celebrated on the same days as holidays by the Federal Government for all Federal Employees. Holiday pay shall be at a straight (8) eight hours with no fringe benefits paid. Inauguration Day will not be recognized holiday. If a jobsite cannot be opened due to Inauguration Day's events, the contractor will not have to pay their employees for hours missed.

23. An employee must work for an Employer two days before or two days after the holiday in order to qualify for a paid holiday. Notwithstanding the above, if an Employer lays an employee off during the two weeks prior to the holiday, the employee is entitled to the paid holiday. If an employee is hired and had previously been unemployed prior to the two weeks preceding the holiday, the Employer shall pay the employee for that holiday. If an employee is fired for cause the Employer does not have to pay the employee for the holiday. The holiday will be paid in the payroll period in which the holiday falls. No fringes are paid on the holidays unless hours are worked.

24. Employees will be granted his/her full pay for three (3) days off to attend the funeral of his/her spouse, mother, father and/or his/her children.

25. *Shifts:*

a. By mutual consent of the Employer, employee and the Union, any consecutive five (5) days of work may be scheduled, including Saturday, Sunday and holidays. Saturday, Sunday and holidays

shall be paid at the base rate plus 15%. The employee working overtime shall be paid in accordance with Paragraph 21.

b. By mutual consent of the Employer, employee and the Union, any consecutive four (4) days of work may be scheduled, including Saturday, Sunday and holidays. Saturday, Sunday and holidays shall be paid at the base rate plus 20%. The employee working overtime shall be paid in accordance with Paragraph 21.

c. By mutual consent of the Employer, employee and the Union, any consecutive three (3) days of work may be scheduled, including Saturday, Sunday and holidays. Saturday, Sunday and holidays shall be paid at the base rate plus 25%. The employee working overtime shall be paid in accordance with Paragraph 21.

26. When so elected by the Employer, multiple shifts on a temporary basis may be worked. When two (2) or three (3) shifts are worked, the first shift shall be the day shift and shall be established on an eight (8) hour basis, the second and third shifts shall be on an eight (8) hours basis paid at a rate of 15% above the hourly rate of the first shift. Temporary shift shall be a minimum of five (5) consecutive days.

27. *Standby.* Standby beyond the regular work schedule shall be agreed upon by Employer and employee.

28. *Make-Up Day.* A day lost during the regularly scheduled work week may be made up on Saturday at the straight time rate up to eight (8) hours for that day and forty (40) hours for that week mutually agreed upon by Employer and employee. No recrimination shall be taken against any individual who does not work the make-up day.

29. Negotiated increase amounts shall be allocated to wages and/or fringe benefits in accordance with the procedure set forth herein. The Union shall, in the first instance, propose a recommended allocation to the Association no less than forty-five (45) days prior to the August 1<sup>st</sup> effective date of the increase. The Association shall have ten (10) days to object in writing to the Union's proposed allocation. If the Association fails to object timely, the Union's proposed allocation shall be deemed accepted and shall be implemented as of the effective date.

30. If the Association timely objects to the Union's proposed allocation, the Parties shall convene a meeting of the Joint Conference Board within ten (10) days of receipt of the objection. If the Joint Conference Board is unable to reach agreement on the allocation within five (5) days of the Joint Conference Board meeting, the dispute over the proposed allocation shall be submitted jointly to binding arbitration in accordance with Paragraphs 59 and 61 of the Parties' Basic Agreement.

31. If the arbitrator does not issue a decision with ten (10) days prior to the August 1<sup>st</sup> effective date of the increase, the Union's proposed allocation shall be put into effect until the arbitrator issues his/her decision. The arbitrator's decision will be made effective prospectively only, starting on the first day of the third payroll period following issuance of the decision, or sooner, if the Parties mutually agree. All reference to days herein shall be to calendar days, not working days. Time lines as outlined above may be extended if mutually agreed upon by both parties in writing.

**ARTICLE IX  
Wage and Fringe Benefits Payments**

32. Wage and Fringe Benefits Payments for the period of August 1, 2010 through December 31, 2010 shall be as set forth in the chart below:

	<b>Licensed Man</b>	<b>Non Licensed Journeyman</b>	<b>1st Yr. Appr. 47%</b>	<b>2nd Yr. Appr. 55%</b>	<b>3rd Yr. Appr. 65%</b>	<b>4th Yr. Appr. 75%</b>	<b>5th Yr. Appr. 80%</b>
STRAIGHT TIME:	37.67	36.96	17.70	20.72	24.49	28.25	30.14
TIME & ONE-HALF:	56.51	55.44	26.55	31.08	36.74	42.38	45.21
DOUBLE TIME:	75.34	73.92	35.40	41.44	48.98	56.50	60.28
SHIFT WORK: 15% - 5 or more Days	43.32	42.50	20.36	23.83	28.16	32.49	34.66
SHIFT WORK - 20% - 4 DAYS	45.20	44.35	21.24	24.86	29.39	33.90	36.17
SHIFT WORK - 25% - 3 DAYS	47.09	46.20	22.13	25.90	30.61	35.31	37.68

**EMPLOYER CONTRIBUTIONS:**

MEDICAL FUND:	7.27	7.27	7.27	7.27	7.27	7.27	7.27
PENSION FUND:	5.13	5.13	0.25	0.44	0.75	0.75	0.75
RETIREMENT SAVING FD:	1.33	1.33	1.33	1.33	1.33	1.33	1.33
APPRENTICESHIP FUND:	0.86	0.86	0.86	0.86	0.86	0.86	0.86
INDUSTRY FUND:	0.09	0.09	0.09	0.09	0.09	0.09	0.09
PROMOTIONAL FUND:	0.04	0.04	0.04	0.04	0.04	0.04	0.04
INT. TRAINING FUND:	0.10	0.10	0.10	0.10	0.10	0.10	0.10

**DEDUCTIONS FROM WAGES:**

VACATION FUND:	0.50	0.50	0.00	0.00	0.50	0.50	0.50
DUES CHECK OFF:	1.00	1.00	0.26	0.26	0.70	0.70	0.85

**SHIFT WORK SCHEDULE:**

<b>SHIFT WORK 15% - 5 or more Days</b>	43.32	42.50	20.36	23.83	28.16	32.49	34.66
TIME & ONE-HALF:	64.98	63.75	30.54	35.75	42.24	48.74	51.99
DOUBLE TIME:	75.34	73.92	35.40	41.44	48.98	56.50	60.28

<b>SHIFT WORK - 4 Days 20%</b>	45.20	44.35	21.24	24.86	29.39	33.90	36.17
TIME & ONE-HALF:	67.80	66.53	31.86	37.29	44.09	50.85	54.26
DOUBLE TIME:	75.34	73.92	35.40	41.44	48.98	56.50	60.28

<b>SHIFT WORK - 3 Days 25%</b>	47.09	46.20	22.13	25.90	30.61	35.31	37.68
TIME & ONE-HALF:	70.64	69.30	33.20	38.85	45.92	52.97	56.52
DOUBLE TIME:	75.34	73.92	35.40	41.44	48.98	56.50	60.28

TOTAL PACKAGE: (STRAIGHT TIME)	52.49	51.78	27.64	30.85	34.93	38.69	40.58
-----------------------------------	-------	-------	-------	-------	-------	-------	-------

33. Wage and Fringe Benefits payments for the period of January 1, 2011 through July 31, 2011 shall be as set forth in the chart below:

	Licensed Journey- Man	Non Licensed Journeyman	1st Yr. Appr. 47%	2nd Yr. Appr. 55%	3rd Yr. Appr. 65%	4th Yr. Appr. 75%	5th Yr. Appr. 80%
STRAIGHT TIME:	37.67	36.96	17.70	20.72	24.49	28.25	30.14
TIME & ONE-HALF:	56.51	55.44	26.55	31.08	36.74	42.38	45.21
DOUBLE TIME:	75.34	73.92	35.40	41.44	48.98	56.50	60.28
SHIFT WORK: 15% - 5 or more Days	43.32	42.50	20.36	23.83	28.16	32.49	34.66
SHIFT WORK - 20% - 4 DAYS	45.20	44.35	21.24	24.86	29.39	33.90	36.17
SHIFT WORK - 25% - 3 DAYS	47.09	46.20	22.13	25.90	30.61	35.31	37.68

**EMPLOYER CONTRIBUTIONS:**

MEDICAL FUND:	6.95	6.95	6.95	6.95	6.95	6.95	6.95
PENSION FUND:	5.90	5.90	0.54	0.76	1.11	1.11	1.11
RETIREMENT SAVING FD:	0.88	0.88	0.88	0.88	0.88	0.88	0.88
APPRENTICESHIP FUND:	0.86	0.86	0.86	0.86	0.86	0.86	0.86
INDUSTRY FUND:	0.09	0.09	0.09	0.09	0.09	0.09	0.09
PROMOTIONAL FUND:	0.04	0.04	0.04	0.04	0.04	0.04	0.04
INT. TRAINING FUND:	0.10	0.10	0.10	0.10	0.10	0.10	0.10

**DEDUCTIONS FROM WAGES:**

VACATION FUND:	0.50	0.50	0.00	0.00	0.50	0.50	0.50
DUES CHECK OFF:	1.00	1.00	0.26	0.26	0.70	0.70	0.85

**SHIFT WORK SCHEDULE:**

<b>SHIFT WORK 15% - 5 or more Days</b>	43.32	42.50	20.36	23.83	28.16	32.49	34.66
TIME & ONE-HALF:	64.98	63.75	30.54	35.75	42.24	48.74	51.99
DOUBLE TIME:	75.34	73.92	35.40	41.44	48.98	56.50	60.28

<b>SHIFT WORK - 4 Days 20%</b>	45.20	44.35	21.24	24.86	29.39	33.90	36.17
TIME & ONE-HALF:	67.80	66.53	31.86	37.29	44.09	50.85	54.26
DOUBLE TIME:	75.34	73.92	35.40	41.44	48.98	56.50	60.28

<b>SHIFT WORK - 3 Days 25%</b>	47.09	46.20	22.13	25.90	30.61	35.31	37.68
TIME & ONE-HALF:	70.64	69.30	33.20	38.85	45.92	52.97	56.52
DOUBLE TIME:	75.34	73.92	35.40	41.44	48.98	56.50	60.28

<b>TOTAL PACKAGE:</b>	52.49	51.78	27.16	30.40	34.52	38.28	40.17
-----------------------	-------	-------	-------	-------	-------	-------	-------

(STRAIGHT TIME)

34. Wage and Fringe Benefits shall be increased by \$1.50 for the period of August 1, 2011 through July 31, 2012, such amount to be allocated prior to August 1, 2011 in accordance with the procedure set forth in the Basic Agreement.

35. The Parties have agreed to determine benefit increases to the wage/fringe benefit package for Year 3 (August 1, 2012 through July 31, 2013) and Year 4 (August 1, 2013 through July 31, 2014) of the Agreement in accordance with the procedures set forth in Paragraph 106 of the Basic Agreement.

36. To receive the full wage rate increase for Year 2 (2011-2012), Year 3 (2012-2013) and Year 4 (2013-2014) of the Agreement, a Journeyman must have and maintain a plumbing and gasfitters license in one of the following jurisdictions: District of Columbia, WSSC, State of Maryland or the Commonwealth of Virginia. A Journeyman who fails to obtain a license as set forth herein shall receive half of the increase allocated to wages.

37. Rates for Supervisors who have completed the certified joint Association and Union training Program are reflected in the following Paragraphs. This rate may be negotiated between Employer and employee.

38. Foreman. On jobs with four journeymen and/or apprentices, up to and including ten, there shall be a foreman paid a minimum of \$1.00 per hour if uncertified and \$2.25 per hour if certified in the addition to journeyman's wage.

39. On jobs with eleven up to and including 20 journeymen and/or apprentices there shall be one general foreman paid a minimum of \$1.25 per hour if uncertified and \$2.50 per hour if certified in addition to journeyman's wage. Also, one foreman shall be paid a minimum of \$1.00 per hour if uncertified and \$2.25 per hour if certified in addition to journeyman's wage.

40. On jobs with twenty-one up to and including 30 journeymen and/or apprentices, there shall be one general foreman whose wages are negotiated between Employer and employee, but not less than \$1.25 per hour if uncertified and \$2.50 per hour if certified in addition to journeyman's wage. Also, two foremen shall be paid a minimum of \$1.00 per hour if uncertified and \$2.25 per hour if certified in addition to journeyman's wage. On jobs with 31 or more men, the General Foreman shall be paid a minimum of \$1.25 if uncertified and \$2.50 if certified in addition to journeyman's wage. All foremen shall be paid a minimum of \$1.00 per hour if uncertified and \$2.25 per hour if certified in addition to journeyman's wage and direct no more than 15 men.

41. When an Employer provides Specialized Training to an employee, the employee shall be responsible for reimbursement for the cost of this training to the Employer if this employee should voluntarily separates his employment within one (1) year period of the training. This requirement must be agreed upon by both the Employer and the employee in writing before any Special Training begins.

42. *Maintenance Helper*: there is hereby established a classification of employees which may be employed by Employers to perform certain unskilled plumbing service work covered by this Agreement as follows:

- a. Loading, unloading, distribution and stockpiling of pipe, materials and equipment, including the relocation of stockpiles, at job sites.
- b. Loading and unloading of tools at job site.
- c. Setting up and tearing down of scaffolds, etc.
- d. Cleaning of fixtures and equipment.
- e. Sweeping and removal of debris.
- f. Assisting a journeyman with the installation of exterior sewers, including bell-holing, crumbling, etc.
- g. Assisting a journeyman with the installation of lawn sprinkling systems and sewer cleaning.
- h. Any other such work as may be agreed to by the Business Manager.

43. The Employer agrees that he will not permit any employee under this classification to perform other work than outlined above.

44. A Maintenance Helper may be assigned to each shop covered by this Agreement. Thereafter, a ratio of four journeymen, 1 apprentice and 1 helper must be maintained, and two apprentices must be hired before the second helper, third apprentice before third helper, etc.

45. *Wages*: The Maintenance Helper shall be paid the wage of Helper Category II set forth in the Speculative "B" Agreement. Employer fringe contributions shall be made on the Maintenance Helper for hours worked per Article IV of the Speculative "B" Agreement.

46. It shall be the responsibility of the job foreman to fill out the apprentice job evaluation reports each month. When an apprentice fails to receive an evaluation of average or above the job foreman will counsel said apprentice in the areas that need improvement. If there is no job foreman the Employer will instruct a designated Employer's representative to fill out the evaluation card.

47. All foremen are to provide the manpower information as outlined on self-addressed, stamped post cards which will be furnished by the Local Union. Said post cards to be mailed by the first day of each month.

48. All travel time, in excess of reasonable commuting time, before and after an Employee's normal work hours shall be paid for at straight time, and such travel shall not be considered hours worked and the pay therefore shall not be considered as pay for hours worked. Reasonable commuting time shall be that time required for Employees to travel to and from job assignments within a fifty (50) mile radius or one hour drive time of their established residence (normally the Employer's local office or a designated point to which the Employee is permanently assigned).

**ARTICLE X  
Vacations**

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

**ARTICLE XI  
Emergency Service During Work Stoppage**

50. In the event of an area strike at the expiration of this Agreement the Union shall furnish men during the period of the strike to the Employer for performance of his service and maintenance operation to comply with his contract with the customer, and for the performance of emergency service work, whereby it affects the public health and welfare and then only on equipment usually maintained or serviced by the Employer. Any employee working under the conditions of this Paragraph shall be bound by wages and conditions of the duly negotiated Agreement on its effective date.

**ARTICLE XII  
Modifications, Duration and Termination**

51. The provisions of the Basic Agreement between the Mechanical Contractors Association of Metropolitan Washington, Inc. and Plumbers Local No. 5, which are not in conflict with the provisions of this Supplemental Agreement shall be in full force and effect on all work performed by the Employer under this Supplemental Agreement.

52. It is understood and agreed between the signatories that this Supplemental Agreement shall be in force immediately as of August 1, 2010 and shall continue in force and effect until midnight, July 31, 2014. If notice to terminate or amend the Basic Agreement is given by either party in accordance therewith, such notice shall be automatically applicable to this Supplemental Agreement also, without specific reference hereto. Should either the Employer or the Union desire a change in this Supplemental Agreement upon its expiration, a notice in writing must be given by the party desiring the change to the other party, on or before May 1, 2014. If no changes are requested, then this Supplemental Agreement shall be self-renewing for a period of one (1) year from August 1, 2014.

53. IN WITNESS THEREOF, these parties by their duly authorized representatives, agree and subscribe to the foregoing.

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

\_\_\_\_\_  
Brooke C. Greer

\_\_\_\_\_  
Michael A. Mack

\_\_\_\_\_  
Sean Boland

\_\_\_\_\_  
Stephen C. Pierce

For: **PLUMBERS LOCAL UNION NO. 5, UNITED ASSOCIATION OF JOURNEYMAN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA:**

\_\_\_\_\_  
James E. Killeen, III

\_\_\_\_\_  
Jack D. Taylor

\_\_\_\_\_  
Joseph P. Sollers

\_\_\_\_\_  
Joseph I. Short

**SPECULATIVE AGREEMENT “B”**

between

Mechanical Contractors Association  
of Metropolitan Washington, Inc.

and

Plumbers Local Union No. 5  
United Association

Effective August 1, 2010 through July 31, 2014

## TABLE OF CONTENTS

<b>Section</b>		<b>Page</b>
I	Recognition	57
II	Scope of Work	57
III	Mechanical Helper	58
IV	Wages and Fringe Benefit Payments	58
V	Working Rules	61
VI	Duration of Agreement	61

This Speculative Agreement, entered into first day of August, 2010, by and between the Mechanical Contractors Association of Metropolitan Washington, Inc. (hereinafter called the "Association") and on behalf of all contractor members of said Association ( hereinafter called the Employer(s)), and Local Union No. 5 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO ( hereinafter known as the "Union") shall be a supplement to the Basic Construction Agreement entered into by the Employer and the Union, effective August 1, 2010 to July 31, 2014 (also referred to herein as the "Basic Agreement"). Thus, all provisions of the Basic Agreement that are not in conflict with the provisions of this Speculative Agreement shall be in full force and effect on all work performed by the Employer under this Speculative Agreement.

WHEREAS, the Association and the Union are mutually desirous that the signatories hereto become more competitive on certain type of work in geographical jurisdiction.

NOW, THEREFORE, , the Association and the Union, in consideration of the mutual premises and covenants herein contained, mutually agree as follows:

**ARTICLE I  
Recognition**

1. The Association and all other employing contractors becoming signatory hereto recognize the Union as the sole and exclusive bargaining representative for all journeymen plumbers and pipefitters and their apprentices and mechanical helpers in the employ of the Employers and engaged in any and all plumbing and pipefitting work covered by this Agreement and the working rules with respect to wages, hours, and other terms and conditions of employment. The Union also recognizes the Association as the collective bargaining agency for its employing contractor members who contract for work which comes within the trade and territorial jurisdiction of the Union.

2. All provisions of this Agreement are binding on those non-Association members who become signatory hereto.

**ARTICLE II  
Scope of Work**

3. The Parties recognize the following groups of work performed under this Agreement:

**GROUP I**

In the counties and cities of Maryland and Virginia, for new construction, renovations and alteration of plumbing and pipefitting facilities for:

- a. Schools, Colleges and speculative office buildings;
- b. Single family occupancies;
- c. Multi-family occupancies, townhouses, condominiums, apartments (except hotels);
- d. Strip shopping centers;
- e. Churches;
- f. Light commercial refrigeration and/or air conditioning systems are defined as those serving a single business in a single-story building. Neither the air conditioning nor the refrigeration system shall exceed five (5) h.p. or tons. Any self-contained package unit up to and including five (5) h.p. or tons;
- g. Water coolers, room air conditioning units, appliances and packaged ice machines.

**GROUP II**

In the District of Columbia for new construction, renovations and alterations of plumbing and pipefitting facilities for:

- a. Single family occupancies;
- b. Multi-family occupancies, including apartments, townhouses, condominiums (except hotels).

**GROUP III**

By mutual agreement between the Association and the Business Manager of Local #5 work not covered by this Agreement may be classified under this Agreement in order to be competitive, said Agreement to be put in writing.

**ARTICLE III  
Mechanical Helper**

4. Under the Speculative Agreement, the Helper can perform the following duties:
- a. Loading, unloading, distribution and stockpiling of materials and equipment.
  - b. Loading and unloading of tools.
  - c. Tool repair, cleaning and pick-up activity.
  - d. Job clean-up activity.
  - e. Cleaning of fixtures and equipment.
  - f. Cutting, patching and grouting under the direction of a journeyman.
  - g. Service contractor equipment.
  - h. Core Drilling.
  - i. Setting up and tearing down scaffold.
  - j. On Site Work, the helper can be used on a one-to-one-to-one ratio i.e. one journeyman, one helper, one apprentice.
  - k. Cleaning and knocking out of inserts and sleeves if necessary.
  - l. Watching concrete pours, if necessary.

The Employer and Business Manager may, however, mutually agree that the helper can perform additional duties, and the above description of a helper's duties can be modified accordingly. The Employer and the Business Manager may also mutually agree that, due to special circumstances being present on a job about to be bid, helpers can perform additional duties. It is understood and agreed that any such agreed upon changes will only apply on that particular job or project involved.

**ARTICLE IV  
Wage and Fringe Benefits Payments**

5. The wage rate for journeymen plumbers and helpers covered by this Agreement are as follows for the period of August 1, 2010 through December 31, 2010:

	Journeyman	Journeyman Tier I*	Journeyman Tier II*	Helper II**	Helper I**
STRAIGHT TIME:	22.66	23.66	24.66	11.96	10.86
TIME & ONE-HALF:	33.99	35.49	36.99	17.94	16.29
DOUBLE TIME:	45.32	47.32	49.32	23.92	21.72
SHIFT WORK:	26.06	27.21	28.36	13.75	12.49

**EMPLOYER CONTRIBUTIONS:**

MEDICAL FUND:	7.27	7.27	7.27	6.95	6.95
PENSION FUND:	1.32	1.32	1.32	0.00	0.00
RETIREMENT SAVING FD:	0.43	0.43	0.43	0.00	0.00
APPRENTICESHIP FUND:	0.24	0.24	0.24	0.24	0.24
INDUSTRY FUND:	0.09	0.09	0.09	0.09	0.09
PROMOTIONAL FUND:	0.04	0.04	0.04	0.04	0.04
INT. TRAINING FUND:	0.10	0.10	0.10	0.10	0.10

**DEDUCTION FROM WAGES:**

DUES CHECK OFF:	0.50	0.51	0.53	0.13	0.13
-----------------	------	------	------	------	------

**SHIFT WORK SCHEDULE:**

SHIFT WORK:	26.06	27.21	28.36	13.75	12.49
-------------	-------	-------	-------	-------	-------

TIME & ONE-HALF:	39.09	40.82	42.54	20.63	18.74
DOUBLE TIME:	45.32	47.32	49.32	23.92	21.72

TOTAL PACKAGE: (STRAIGHT TIME)	32.15	33.15	34.15	19.38	18.28
-----------------------------------	-------	-------	-------	-------	-------

\*When an individual becomes eligible for either Tier I or Tier II wages, the Local Union will notify the contractor that the rate increase is due.

\*\* By mutual agreement between Local 5 and the MCAMW, no one is to be paid the Helper I category

6. The wage rate for journeymen plumbers and helpers covered by this Agreement are as follows for the period of January 1, 2011 through July 31, 2011:

	Journeyman	Journeyman	Journeyman	Helper	Helper
		Tier I*	Tier II*	II**	I**
STRAIGHT TIME:	22.66	23.66	24.66	11.96	10.86
TIME & ONE-HALF:	33.99	35.49	36.99	17.94	16.29
DOUBLE TIME:	45.32	47.32	49.32	23.92	21.72
SHIFT WORK:	26.06	27.21	28.36	13.75	12.49

**EMPLOYER CONTRIBUTIONS:**

MEDICAL FUND:	6.95	6.95	6.95	6.95	6.95
PENSION FUND:	1.52	1.52	1.52	0.00	0.00
RETIREMENT SAVING FD:	0.55	0.55	0.55	0.00	0.00
APPRENTICESHIP FUND:	0.24	0.24	0.24	0.24	0.24
INDUSTRY FUND:	0.09	0.09	0.09	0.09	0.09
PROMOTIONAL FUND:	0.04	0.04	0.04	0.04	0.04
INT. TRAINING FUND:	0.10	0.10	0.10	0.10	0.10

**DEDUCTION FROM WAGES:**

DUES CHECK OFF:	0.50	0.51	0.53	0.13	0.13
-----------------	------	------	------	------	------

**SHIFT WORK SCHEDULE:**

SHIFT WORK:	26.06	27.21	28.36	13.75	12.49
TIME & ONE-HALF:	39.09	40.82	42.54	20.63	18.74
DOUBLE TIME:	45.32	47.32	49.32	23.92	21.72

TOTAL PACKAGE: (STRAIGHT TIME)	32.15	33.15	34.15	19.38	18.28
-----------------------------------	-------	-------	-------	-------	-------

\*When an individual becomes eligible for either Tier I or Tier II wages, the Local Union will notify the contractor that the rate increase is due.

\*\* By mutual agreement between Local 5 and the MCAMW, no one is to be paid the Helper I category.

7. Wage and Fringe Benefits shall be increased by \$1.50 for the period of August 12, 2011 through July 31, 2012, such amount to be allocated prior to August 1, 2011 in accordance with the procedure set forth in the Basic Agreement.

8. The Parties have agreed to determine increases to the wage/fringe benefit package for Year 3 (August 1, 2012 through July 31, 2013) and Year 4 (August 1, 2013 through July 31, 2014) of the Agreement in accordance with the procedure set forth in Paragraph 106 of the Basic Agreement.

9. Journeymen covered under the Speculative Agreement will receive the following increases if they meet the following requirements: 1<sup>st</sup> Tier: Upon their first anniversary they will receive \$1.00 increase when they have completed classes to improve their skills and 1,600 hours of on the job related work. 2<sup>nd</sup> Tier: Upon their second anniversary they will receive \$1.00 increase when they have completed additional classes to improve their skills and 1,600 hours of on the job related work.

10. When an individual becomes eligible for either Tier I or Tier II wages, the Local Union will notify the Contractor that the rate increase is due.

11. By mutual agreement between the Union and the MCAMW, no one is to be paid the Helper I category.

12. Any violation by the Employer assigning plumbers and helpers on jobs covered by the Basic Agreement will result in the Employer being called before the Joint Conference Board. Such violation will result in a fine being levied against the Employer and the monies will be paid to the Plumbers and Pipefitters Apprenticeship Fund.

13. The ratio of the crew make-up shall be as follows:

1 Basic Construction Journeyman  
to 1 Apprentice  
to 1 Helper  
The Fourth employee at the Employer's discretion.

Five Person Crew:  
2 Basic Construction Journeymen  
to 1 Apprentice  
to 1 Helper  
to 1 Any Classification

Six Person Crew:  
2 Basic Construction Journeymen  
to 2 Apprentices  
to 2 Helpers

The Ratios continue where on an eight (8) person crew there would be three Basic Construction Journeymen and a ten (10) person crew would have four, etc. (e.g.) 4 Basic Construction Journeymen to 3 Apprentices to 3 Helpers).

Basic Construction workers shall receive wages and fringes as set forth in the Basic Agreement.

On jobs requiring four (4) or less journeymen plumbers and helper, exceptions may be made by mutual consent between the Employer and Business Manager of Plumbers Local 5.

14. The Travel Zone rate and terms and conditions of Article XXI, Paragraph 108 of the Basic Construction Agreement applies to this Article IV.

15. The Employer will be the sole judge of his work force. The Employer and the Union agree to abide by all rules and regulations governing helpers as set forth by the appropriate subcommittee of the Joint Apprenticeship Committee. Helpers can be directly hired by the Employer without utilizing the referral procedures of this Agreement, provided that any helper who is directly hired will be sent for a referral within five (5) days of the hire, and provided further, that the Employer will furnish a written notice to the Union containing the date of hire, the wage rate paid and the name, social security number, address and phone number of the helper. Failure to abide by this language, the Employer may be brought before the Joint Conference Board.

16. Apprentices indentured to the Joint Apprenticeship Committee may be used in this field, with the consent of the Business Manager. All wage rates and fringes will be the same as the established apprentices' rates.

17. When paychecks are delivered to the job, all employees shall receive their pay not later than the designated quitting time on payday. When an employing Contractor fails to pay an employee's wage due by the designated quitting time on payday, the Employer shall pay the employee two (2) hours maximum waiting time at the regular rate of pay and a sum equal to eight (8) hours pay for each calendar day beyond the regular pay day that the employee waits for his pay. Waiting time will not be charged against an employee's regular pay, but will be considered payment for delinquency and written on a separate check.

18. Paychecks via the U. S. Postal Service are to be received no later than the designated payday. Should the mailed paychecks not be received timely, a good check must be delivered to the jobsite the following day and the worker will be paid for two (2) hours waiting time at the regular rate of pay for the check being late on the designated pay day. Checks received beyond one day, the waiting period shall carry an additional penalty of eight (8) hours pay for each calendar day late beyond the normal payday. Waiting time will not be charged against employees' regular pay but will be considered a payment for delinquency and written on a separate check. If the Joint Conference Board approved payment by check, such check shall be drawn from a local bank and/or branch located within the territorial jurisdiction of Local Union No. 5.

19. The Agreement shall be applicable to all such work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

20. The Employer agrees to withhold state income tax for the District of Columbia, Virginia and Maryland where applicable for all workers employed under this Speculative Agreement and report and pay same to the proper state agencies.

21. Every individual Employer will carry Workers' Compensation Insurance and such other liability insurance as may be required by the laws of the District of Columbia and any other state that is within the territorial jurisdiction of Local #5. Every Employer shall furnish satisfactory proof to the Union that such insurance policies carry provisions that require the benefit payments provided therein to be paid at least once each month.

## **ARTICLE V Working Rules**

22. Subject to the mutual consent of the Business Manager of Local No. 5 and the Business Manager of Local No. 602, there shall be no jurisdictional consideration for the work assigned to members of Local No. 5 and Local No. 602 for the installation of plumbing or heating work.

23. No plumber or apprentice shall be permitted to furnish tools other than rules and pump pliers. If employee prefers alternative measuring device, he may furnish his preference up to but not to exceed 35 foot tape.

24. Each journeyman so designated shall be issued a complete set of hand tools with a suitable box that can be securely locked. The lock and key will be supplied by the journeyman and will be his property. This is to avoid any possibility of duplicate keys or any other person having access to his toolbox. Each kit of tools issued to the journeyman shall have a list with unit prices inside of the box so that the value of the tools will be known and will thereby establish the price for replacement of lost or otherwise misplaced tools that are to be turned in at termination of employment. The Employee shall sign receipt for the tools issued and said signed receipt shall be returned upon surrender of issued tools intact to the Employer representative. Any tools missing shall be replaced in accordance with the price schedule in the toolbox and shall be paid for as soon after termination as possible. Any grievance resulting from a violation of this Article shall be resolved immediately by both parties to this Agreement.

25. When conditions exist which are unsanitary or hazardous to the safety of the employees, and the conditions are not corrected after proper authorities have been notified, or employees do not comply with the Employer's safety regulations, it shall be the duty of the Business Manager to remove men from the job. Signatories to this Supplemental Agreement are mutually agreed that the OSHA Safety Code shall be minimum the standard for work under the entire jurisdiction of Local No. 5.

## **ARTICLE VI Duration of Agreement**

26. The provisions of the Basic Agreement (effective August 1, 2010 through July 31, 2014) between the Mechanical Contractors Association of Metropolitan Washington, Inc. and Plumbers Local Union

No. 5 which are not in conflict with the provisions of this Speculative Agreement shall be in full force and effect on all day work performed by the Employer under this Speculative Agreement.

27. It is understood and agreed between the signatories that this Speculative Agreement shall be in force as of August 1, 2010 and shall continue in force and effect until midnight July 31, 2014. Should either the Employer or the Union desire a change in this Speculative Agreement upon its expiration, a notice in writing must be given by the party desiring the change to the other party, on or before May 1, 2014. If no changes are requested then this Speculative Agreement shall be self-renewing for a period of one (1) year from August 1, 2014.

IN WITNESS WHEREOF, the parties or their duly authorized representatives, agree and subscribe to the foregoing:

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

\_\_\_\_\_  
Brooke C. Greer

\_\_\_\_\_  
Michael A. Mack

\_\_\_\_\_  
Sean Boland

\_\_\_\_\_  
Stephen C. Pierce

For: **PLUMBERS LOCAL UNION NO. 5, UNITED ASSOCIATION OF JOURNEYMAN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA:**

\_\_\_\_\_  
James E. Killeen, III

\_\_\_\_\_  
Jack D. Taylor

\_\_\_\_\_  
Joseph P. Sollers

\_\_\_\_\_  
Joseph I. Short

# **CORE DRILLING AGREEMENT**

between

Mechanical Contractors Association of  
Metropolitan Washington, Inc.

and

Plumbers Local Union No. 5  
United Association

Effective August 1, 2010 through July 31, 2014

## TABLE OF CONTENTS

<b>Section</b>		<b>Page</b>
I	Recognition	65
II	Classifications	65
III	Wages and Fringe Benefit	66
IV.	Duration of Agreement	68

This Core Drilling Agreement, entered into first day of August, 2010, by and between the Mechanical Contractors Association of Metropolitan Washington, Inc. (hereinafter called the "Association") and on behalf of all contractor members of said Association ( hereinafter called the Employer(s)), and Local Union No. 5 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO ( hereinafter known as the "Union") shall be a supplement to the Basic Construction Agreement entered into by the Employer and the Union, effective August 1, 2010 to July 31, 2014 (also referred to herein as the "Basic Agreement"). Thus, all provisions of the Basic Agreement that are not in conflict with the provisions of this Core Drilling Agreement shall be in full force and effect on all work performed by the Employer under this Core Drilling Agreement.

WHEREAS, the Association and the Union are mutually desirous that the signatories hereto become more competitive on certain type of work in geographical jurisdiction.

NOW, THEREFORE, the Association and the Union, in consideration of the mutual premises and covenants herein contained, mutually agree as follows:

### **ARTICLE I Recognition**

1. The Association and all other employing contractors becoming signatory hereto recognize the Union as the sole and exclusive bargaining representative for all journeymen plumbers and pipefitters and their apprentices and mechanical helpers in the employ of the Employers and engaged in any and all plumbing and pipefitting work covered by this Agreement and the working rules with respect to wages, hours, and other terms and conditions of employment. The Union also recognizes the Association as the collective bargaining agency for its employing contractor members who contract for work which comes within the trade and territorial jurisdiction of the Union.

2. All provisions of this Agreement are binding on those non-Association members who become signatory hereto.

### **ARTICLE II Classifications**

3. The classifications covered by this Core Drilling Agreement are Journeyman, Technician (I, II and III) and Helper.

4. The requirements to move from Tech I to Tech II are as follows:

- a. Complete a five hour safety course
- b. Complete a beginner's core drilling course.
- c. Have a minimum of 500 hours field experience.
- d. An additional 500 hours field experience may be substituted for the Beginners' Core Drilling course.
- e. The Employer and the Union may agree to waive the requirements in (a) and/or (b) above for newly signed contractors and newly organized employees.

5. The requirements to move from Tech II to Tech III are as follows:

- a. Complete a ten-hour safety course.
- b. Complete an intermediate concrete cutting course.
- c. Have a minimum of 1500 hours field experience.
- d. An additional 1,000 hours field experience may substituted for the Intermediate Concrete course.
- e. The Employer and the Union may agree to waive the requirements in (a) and/or (b) above for newly signed contractors and newly organized employees.

6. The requirements to move from Tech III to Journeyman are as follows:
  - a. Complete a blue print reading course.
  - b. Complete an advanced concrete cutting course.
  - c. Have a minimum of 3000 hours field experience.
  - d. An additional 1,500 hours field experience may be substituted for the Advance Concrete Cutting course.
  - e. The Employer and the Union may agree to waive the requirements in (a) and/or (b) above for newly signed contractors and newly organized employees.
7. The Employer must have at least a one-to-one ratio of Journeymen to Technicians.
8. Helpers will not be permitted to core drill without the supervision of a Journeyman. This means if a Helper is core drilling there must be a Journeyman onsite.
9. If an individual is hired with three or more years experience in core drilling, that individual will fall in the category of Tech III. After he works a minimum of 600 hours he will then be qualified as a Journeyman as long as he meets the requirements for Journeyman.
10. The Local Union requires a five day notice for reduction of force for any Helper employed by the Contractor.
11. The Memorandum of Agreement for the Cause Program also applies to the work performed under this Agreement.

**ARTICLE III  
WAGES AND FRINGE BENEFITS**

12. Wage and Fringe Benefits Payments for Journeymen, Technicians and Helpers covered by this Agreement for the period of August 1, 2010 through December 31, 2010 are as follows:

**CORE DRILL**

	<b>SAW CUT MECHANIC</b>	<b>TECH I 60%</b>	<b>TECH II 75%</b>	<b>TECH III 85%</b>	<b>HELPER II</b>
STRAIGHT TIME:	22.66	13.60	17.00	19.26	11.96
TIME & ONE-HALF:	33.99	20.40	25.50	28.89	17.94
DOUBLE TIME:	45.32	27.20	34.00	38.52	23.92
SHIFT WORK:	26.06	15.64	19.55	22.15	13.75

**EMPLOYER CONTRIBUTIONS:**

MEDICAL FUND:	7.27	7.27	7.27	7.27	6.95
PENSION FUND:	1.32	1.32	1.32	1.32	0.00
RETIREMENT SAVING FD:	0.43	0.43	0.43	0.43	0.00
APPRENTICESHIP FUND:	0.24	0.24	0.24	0.24	0.24
INDUSTRY FUND:	0.09	0.09	0.09	0.09	0.09
PROMOTIONAL FUND:	0.04	0.04	0.04	0.04	0.04
INT. TRAINING FUND:	0.10	0.10	0.10	0.10	0.10

**DEDUCTIONS FROM WAGES:**

DUES CHECK-OFF:	0.27	0.16	0.20	0.23	0.13
-----------------	------	------	------	------	------

**SHIFT WORK SCHEDULE:**

SHIFT WORK:	26.06	15.64	19.55	22.15	13.75
TIME & ONE-HALF:	39.09	23.46	29.33	33.23	20.63
DOUBLE TIME:	45.32	27.20	34.00	38.52	23.92

TOTAL PACKAGE:	32.15	23.09	26.49	28.75	19.38
----------------	-------	-------	-------	-------	-------

(STRAIGHT TIME)

13. Wage and Fringe Benefits Payments for the period of January 1, 2011 through July 31, 2011 shall be as set forth in the chart below:

**CORE DRILL**

**SAW CUT    TECH I    TECH II    TECH III    HELPER**  
**MECHANIC    60%    75%    85%    II**

STRAIGHT TIME:	22.66	13.60	17.00	19.26	11.96
TIME & ONE-HALF:	33.99	20.40	25.50	28.89	17.94
DOUBLE TIME:	45.32	27.20	34.00	38.52	23.92
SHIFT WORK:	26.06	15.64	19.55	22.15	13.75

**EMPLOYER CONTRIBUTIONS:**

MEDICAL FUND:	6.95	6.95	6.95	6.95	6.95
PENSION FUND:	1.52	1.52	1.52	1.52	0.00
RETIREMENT SAVING FD:	0.55	0.55	0.55	0.55	0.00
APPRENTICESHIP FUND:	0.24	0.24	0.24	0.24	0.24
INDUSTRY FUND:	0.09	0.09	0.09	0.09	0.09
PROMOTIONAL FUND:	0.04	0.04	0.04	0.04	0.04
INT. TRAINING FUND:	0.10	0.10	0.10	0.10	0.10

**DEDUCTIONS FROM WAGES:**

DUES CHECK-OFF:	0.27	0.16	0.20	0.23	0.13
-----------------	------	------	------	------	------

**SHIFT WORK SCHEDULE:**

SHIFT WORK:	26.06	15.64	19.55	22.15	13.75
TIME & ONE-HALF:	39.09	23.46	29.33	33.23	20.63
DOUBLE TIME:	45.32	27.20	34.00	38.52	23.92

TOTAL PACKAGE:	32.15	23.09	26.49	28.75	19.38
----------------	-------	-------	-------	-------	-------

(STRAIGHT TIME)

14. Wage and Fringe Benefits shall be increased by \$1.50 for the period of August 12, 2011 through July 31, 2012, such amount to be allocated prior to August 1, 2011 in accordance with the procedure set forth in the Basic Agreement.

15. The Parties have agreed to determine increases to the wage/fringe benefit package for Year 3 (August 1, 2012 through July 31, 2013) and Year 4 (August 1, 2013 through July 31, 2014) of the Agreement in accordance with the procedure set forth in Paragraph 106 of the Basic Agreement.

16. If the Employer employs a Basic Agreement Plumber, the wages and benefits set forth in the Basic Construction Agreement will apply.

**ARTICLE IV**  
**Duration of Agreement**

17. The provisions of the Basic Construction Agreement dated August 1, 2010 through July 31, 2014 between the Mechanical Contractors Association of Metropolitan Washington, Inc. and Plumbers Local Union No. 5 which are not in conflict with the provisions of this Core Drilling Agreement shall be in full force and effect on all work performed by the Employer under this Agreement.

18. It is understood and agreed between the signatories that this Agreement shall be in force effective August 1, 2010 and shall continue in force and effect until midnight July 31, 2014. Should either the Employer or the Union desire a change in this Core Drilling Agreement upon its expiration, a notice in writing must be given by the party desiring the change to the other, on or before May 1, 2014. If no changes are requested then this Core Drilling Agreement shall be self-renewing for a period of one (1) year from August 1, 2014.

IN WITNESS WHEREOF, the parties or their duly authorized representatives, agree and subscribe to the foregoing:

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

\_\_\_\_\_  
Brooke C. Greer

\_\_\_\_\_  
Michael A. Mack

\_\_\_\_\_  
Sean Boland

\_\_\_\_\_  
Stephen C. Pierce

For: **PLUMBERS LOCAL UNION NO. 5, UNITED ASSOCIATION OF JOURNEYMAN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA:**

\_\_\_\_\_  
James E. Killeen, III

\_\_\_\_\_  
Jack D. Taylor

\_\_\_\_\_  
Joseph P. Sollers

\_\_\_\_\_  
Joseph I. Short

# **GROUND PENETRATING RADAR AGREEMENT**

between

Mechanical Contractors Association of  
Metropolitan Washington, Inc.

and

Plumbers Local Union No. 5  
United Association

Effective August 1, 2010 through July 31, 2014

## TABLE OF CONTENTS

<b>Section</b>		<b>Page</b>
I	Recognition	71
II	Wages and Fringe Benefits	71
III	Miscellaneous	73
IV	Duration of Agreement	73

This Ground Penetrating Radar (“GPR”) Agreement, entered into first day of August, 2010, by and between the Mechanical Contractors Association of Metropolitan Washington, Inc. (hereinafter called the “Association”) and on behalf of all contractor members of said Association ( hereinafter called the Employer(s)), and Local Union No. 5 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO ( hereinafter known as the “Union”) shall be a supplement to the Basic Construction Agreement entered into by the Employer and the Union, effective August 1, 2010 to July 31, 2014 (also referred to herein as the “Basic Agreement”). Thus, all provisions of the Basic Agreement that are not in conflict with the provisions of this GPR Agreement shall be in full force and effect on all work performed by the Employer under this GPR Agreement.

WHEREAS, the Association and the Union are mutually desirous that the signatories hereto become more competitive on certain type of work in geographical jurisdiction.

NOW, THEREFORE, the Association and the Union, in consideration of the mutual premises and covenants herein contained, mutually agree as follows:

**ARTICLE I  
Recognition**

1. The Association and all other employing contractors becoming signatory hereto recognize the Union as the sole and exclusive bargaining representative for all journeymen plumbers and pipefitters and their apprentices and mechanical helpers in the employ of the Employers and engaged in any and all plumbing and pipefitting work covered by this Agreement and the working rules with respect to wages, hours, and other terms and conditions of employment. The Union also recognizes the Association as the collective bargaining agency for its employing contractor members who contract for work which comes within the trade and territorial jurisdiction of the Union.

2. All provisions of this Agreement are binding on those non-Association members who become signatory hereto.

**ARTICLE II  
Wages and Fringe Benefits**

3. Wage and Fringe Benefits Payments for GPR Mechanics, Technicians and Helpers covered by this Agreement for the period of August 1, 2010 through December 31, 2010 are as follows:

	<b>GPR MECHANIC</b>	<b>TECH 75%</b>	<b>HELPER II</b>
STRAIGHT TIME:	22.66	17.00	11.96
TIME & ONE-HALF:	33.99	25.50	17.94
DOUBLE TIME:	45.32	34.00	23.92
SHIFT WORK:	26.06	19.55	13.75

**EMPLOYER CONTRIBUTIONS:**

MEDICAL FUND:	7.27	7.27	6.95
PENSION FUND:	1.32	1.32	0.00
RETIREMENT SAVING FD:	0.43	0.43	0.00
APPRENTICESHIP FUND:	0.24	0.24	0.24
INDUSTRY FUND:	0.09	0.09	0.09
PROMOTIONAL FUND:	0.04	0.04	0.04
INT. TRAINING FUND:	0.10	0.10	0.10

**DEDUCTIONS FROM WAGES:**

DUES CHECK-OFF:	0.27	0.20	0.13
-----------------	------	------	------

**SHIFT WORK SCHEDULE:**

SHIFT WORK:	26.06	19.55	13.75
TIME & ONE-HALF:	39.09	29.33	20.63
DOUBLE TIME:	45.32	34.00	23.92

TOTAL PACKAGE:	32.15	26.49	19.38
----------------	-------	-------	-------

(STRAIGHT TIME)

4. Wage and Fringe Benefits Payments for the period of January 1, 2011 through July 31, 2011 shall be as set forth in the chart below:

	<b>GPR MECHANIC</b>	<b>TECH 75%</b>	<b>HELPER II</b>
STRAIGHT TIME:	22.66	17.00	11.96
TIME & ONE-HALF:	33.99	25.50	17.94
DOUBLE TIME:	45.32	34.00	23.92
SHIFT WORK:	26.06	19.55	13.75

**EMPLOYER CONTRIBUTIONS:**

MEDICAL FUND:	6.95	6.95	6.95
PENSION FUND:	1.52	1.52	0.00
RETIREMENT SAVING FD:	0.55	0.55	0.00
APPRENTICESHIP FUND:	0.24	0.24	0.24
INDUSTRY FUND:	0.09	0.09	0.09
PROMOTIONAL FUND:	0.04	0.04	0.04
INT. TRAINING FUND:	0.10	0.10	0.10

**DEDUCTIONS FROM WAGES:**

DUES CHECK-OFF:	0.27	0.20	0.13
-----------------	------	------	------

**SHIFT WORK SCHEDULE:**

SHIFT WORK:	26.06	19.55	13.75
TIME & ONE-HALF:	39.09	29.33	20.63
DOUBLE TIME:	45.32	34.00	23.92

TOTAL PACKAGE:	32.15	26.49	19.38
----------------	-------	-------	-------

(STRAIGHT TIME)

5. Wage and Fringe Benefits shall be increased by \$1.50 for the period of August 12, 2011 through July 31, 2012, such amount to be allocated prior to August 1, 2011 in accordance with the procedure set forth in the Basic Agreement.

6. The Parties have agreed to determine increases to the wage/fringe benefit package for Year 3 (August 1, 2012 through July 31, 2013) and Year 4 (August 1, 2013 through July 31, 2014) of the Agreement in accordance with the procedure set forth in Paragraph 106 of the Basic Agreement.

7. If the Employer requests the need for a Basic Agreement Plumber, the wages and benefits for the Basic Construction Agreement will apply.

**ARTICLE III**  
**Miscellaneous**

8. The Local Union requires a five-day notice for reduction of force for any Helper employed by the Contractor.

9. The Memorandum of Agreement for the Cause Program also applies to the work performed under this Agreement.

10. Advancement from Helper category through GPR Mechanic/Technician category is at the discretion of the Employer.

**ARTICLE IV**  
**Duration of Agreement**

11. The provisions of the Basic Agreement dated August 1, 2010 through July 31, 2014 between the Mechanical Contractors Association of Metropolitan Washington, Inc. and Plumbers Local Union No. 5 which are not in conflict with the provisions of this Ground Penetrating Agreement shall be in full force and effect on all day work performed by the Employer under this Ground Penetrating Agreement.

12. It is understood and agreed between the signatories that this Ground Penetrating Agreement shall be in force effective August 1, 2010 and shall continue in force and effect until midnight July 31, 2014. Should either the Employer or the Union desire a change in this Ground Penetrating Agreement upon its expiration, a notice in writing must be given by the party desiring the change to the other, on or before May 1, 2014. If no changes are requested then this Ground Penetrating Agreement shall be self-renewing for a period of one (1) year from August 1, 2014.

IN WITNESS WHEREOF, the parties of their duly authorized representatives, agree and subscribe to the foregoing:

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

\_\_\_\_\_  
Brooke C. Greer

\_\_\_\_\_  
Michael A. Mack

\_\_\_\_\_  
Sean Boland

\_\_\_\_\_  
Stephen C. Pierce

For: **PLUMBERS LOCAL UNION NO. 5, UNITED ASSOCIATION OF JOURNEYMAN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA:**

\_\_\_\_\_  
James E. Killeen, III

\_\_\_\_\_  
Jack D. Taylor

\_\_\_\_\_  
Joseph P. Sollers

\_\_\_\_\_  
Joseph I. Short

