



K#: 9178

COLLECTIVE BARGAINING AGREEMENT

Between

**MCA-SMACNA
of San Antonio, Inc.**

and

**Local Union No. 142
of the United Association
of Journeymen and Apprentices
of the Plumbing and Pipefitting
Industry of the United States
and Canada – AFL-CIO**

October 9, 2007 to June 30, 2010



COLLECTIVE BARGAINING AGREEMENT

ARTICLE I PARTIES

The Plumbing and Pipefitting Collective Bargaining Unit of the MCA-SMACNA of San Antonio, Inc. hereinafter called the "Employer" and Local Union No. 142 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada AFL-CIO, hereinafter called the "Union" agree and contract as follows:

ARTICLE II RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative for purposes of collective bargaining in respect to rates of pay, wages, hours and other conditions of employment for all employees of the Employer performing all work coming within the jurisdiction of the Union as set out in Appendix A hereto. The Union recognizes the Employer as the exclusive representative for purposes of collective bargaining for every contractor performing work within the plumbing, heating, air conditioning, refrigeration and/or pipefitting industry who is a signatory to this Agreement. (A "Signatory" includes every contractor who has assigned bargaining rights to the Employer, or who, as a party to the so called "national agreement" is bound to this agreement to the extent prescribed thereby. All other contractors performing work within the above described industry shall sign this Agreement before obtaining any of its benefits, and upon signing, shall thereafter during the term of this Agreement be considered a signatory.)

Section 2. It is expressly understood and agreed that the Union's constitution and by-laws and any other rules and regulations are not to be construed to be a part of this agreement nor used in any way in interpreting or applying the terms and provisions of this Agreement.

Section 3. The United Association Standard For Excellence is a cooperative effort by Labor and Management to produce quality

construction installation and maintenance of plumbing and mechanical systems. The Standard For Excellence is hereby adopted and incorporated by reference into this Agreement as set out in Appendix B. The Plumbing and Pipefitting Joint Industry Board shall monitor compliance with the Standard through regular meetings and resolve any non-compliance with the UA Standard of Excellence.

Section 4. The geographical area covered by this Agreement shall be the following counties in the State of Texas: Atascosa, Bandera, Bexar, Blanco, Comal, Dewitt, Edwards, Frio, Gillespie, Guadalupe, Gonzales, Karnes, Kendall, Kerr, Kimble, LaSalle, Lavaca, Medina, Real, Sutton, Uvalde, Wilson, and Zavala.

Section 5. The Employer agrees that any work covered by this agreement which is to be further subcontracted as provided by the provisions of Section 8 (e) of the Labor-Management Relations Act will be subcontracted only to firms which are parties to an executed, current, collective bargaining agreement with Plumbers and Pipefitters Local Union No. 142 and shall bind such subcontractor not to further subcontract said work except under the same terms.

ARTICLE III REFERRAL AND HIRING PLAN

Section 1. Qualified Craftsmen. Employers shall only employ journeymen plumbers, pipefitters and HVAC mechanics who are qualified for employment by at least five (5) years practical working experience at the plumbing, pipefitting or HVAC trade as journeymen or apprentices in the building and construction industry and who either:

- a. Have successfully served an apprenticeship at the trade under an apprenticeship program approved by the United States Bureau of Apprenticeship Training, or
- b. Have had previous employment as a journeyman plumber, pipefitter or HVAC mechanic with a signatory to this agreement and whose services have proved satisfactory, or
- c. Have successfully passed a competency examination that adequately tested the degree of skill and training necessary to be a

competent journeyman plumber, pipefitter or HVAC mechanic. Any question as to what constitutes a "competency" examination shall be resolved by the Union.

Section 2. Seniority. a. Employees covered by this Agreement accrue seniority through length of service with any Employer. Length of service is defined as a period of at least two thousand (2,000) hours during the preceding two (2) consecutive years in the geographic area covered by this agreement based on pension plan records. Once established, seniority is permanent.

b. Any qualified journeyman plumber, pipefitter or HVAC mechanic who has been unable to acquire or maintain seniority rights solely because of full time service with the Union or in any other position of any labor organization shall upon his return to work as a plumber, pipefitter or HVAC mechanic be deemed to have seniority rights.

Section 3. Registration. a. The Union will maintain out of work listings for each craft (plumber, pipefitter and HVAC mechanic). Applicants for work will be placed on the appropriate list in order of time and date of registration. Applicants will furnish such data, records, names, employers, length of employment, licenses and special skills as are required for registration. Such listings will be provided to the Employer on a regular basis.

b. An applicant who has had five (5) years practical working experience at the plumbing, pipefitting or HVAC trade but who had not passed a competency examination will be accepted for registration but will not be dispatched until he passes such examination.

Section 4. Exclusive Hiring. a. Employers shall hire qualified journeymen plumbers, pipefitters or HVAC mechanics by notifying the Union, either in writing or by telephone. If in writing, the request will be made on company stationery.

b. The Union Dispatcher shall refer competent and qualified registrants from the appropriate plumber, pipefitter or HVAC mechanic out-of-work list to meet the Employer's request within forty-eight hours.

(1) (a) An Employer shall be entitled to call out any employee by name for any work under this Agreement, regardless of his place on the out of work list. Parties agree to a contract re-opener after eighteen (18) months to evaluate the effectiveness and fairness of the call-out provision in reclaiming work.

(b) A member has the right to refuse three jobs while on the out of work list, after which his name will be moved from number one to the bottom of the out-of-work list.

Section 5. Apprentices. Employment of apprentices shall be governed by the provisions of the Joint Apprenticeship Training program provided for in other Articles of this Agreement.

Section 6. Non Discriminatory Referral. The Union and the Employer agree that referral of journeymen plumbers, pipefitters or HVAC mechanics shall be on the following basis:

a. 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 any other aspect or obligation of union membership, policies or requirements.

b. The Employer retains the right to reject any job applicant referred by the Union.

c. The Union and the Employer shall post, in places where notices to all employees and applicants for employment are customarily posted, all provisions relating to functioning of the hiring provisions of this Agreement.

d. No person will be discriminated against because of age, race, color, creed, sex, national origin or disability.

Section 7. Hiring Committee. The Union agrees to fairly enforce the provisions of this Article through a Hiring Committee, elected by the membership of the Union, using rules, regulations and procedures designed to accomplish the same and employing the services of an impartial umpire to resolve any dispute.

ARTICLE IV

REGULAR HOURS, HOLIDAYS, AND OVERTIME

Section 1. Hours a. Forty hours work, Monday through Friday, shall constitute the work week. Scheduling of the work week shall be by mutual agreement of the Employer and the Union, as job conditions warrant. Notification of scheduling changes will be provided the employees at least 24 hours in advance. The Employer may schedule a week of five (5) eight (8) hour days or four (4) ten (10) hour days to accommodate the scheduling of the job. Regular daily work will not be scheduled prior to 7:00AM on an eight (8) hour day and not prior to 6:00AM on a ten (10) hour day nor end later than 6:00PM on any day, with not more than one half hour for lunch.

b. It is agreed that employees will begin work at the scheduled starting time but shall not be required to report prior to fifteen minutes before starting time. Employees shall not be required to work before pay starts, nor shall they stop work before pay stops. Employees shall leave the job at quitting time. If employees report to the shop, then they would leave the shop at quitting time.

Section 2. Holidays. The following shall be recognized as holidays: Sundays, New Years Day, Memorial Day, Fourth of July (Independence Day), Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas (or days observed as such). When a holiday falls on a Saturday, the preceding Friday will be recognized as a holiday; where a holiday falls on a Sunday the following Monday shall be recognized.

Section 3. Overtime. The first eight (8) hours worked following a regularly scheduled workday shall be paid at time and one half. Any time worked thereafter until the beginning of the regular work shift on the following day shall be paid at double time. The regular eight (8) hour work shift on Saturday shall be paid at time and one half and any time worked thereafter on Saturday, Sunday or holiday shall be paid at double time.

Section 4. Shifts. a. Shifts may be established in accordance with job requirements. Such shifts must be established for a minimum of five (5) working days to qualify as recognized shift work. When two (2) or three (3) shifts are worked, the first shift will cover the normal eight and one half (8 1/2) hour day, including a

thirty (30) minute non paid meal period. The second shift will cover an eight and one-half (8 1/2) hour period, including a thirty (30) minute non paid meal period. The third shift will cover a seven and one half (7 1/2) hour period, including a thirty (30) minute paid meal period. Employee is to receive eight (8) hours pay for this third shift.

b. The starting time for each shift may vary by one hour in order to be compatible with the start time of the regularly scheduled work day.

c. Compensation for the second and third shifts will be paid at the regular wage rate plus a twenty percent (20%) premium. Provided, however, there shall be no pyramiding of premium pay and overtime for hours worked. No hour of work during any shift shall be compensated at both the twenty percent (20%) premium and the time and one half (1 1/2x) or double time (2x) overtime premium. Any hour of work during any shift that qualified for overtime, whether at time and one half (1 1/2x) or double time (2x), shall not qualify for any other premium.

d. When work is of such a nature that it cannot be performed during regular working hours, second and third shifts may be established at shift rates of pay without the requirement of a first shift.

ARTICLE V WAGES AND CLASSIFICATION

Section 1. Wages a. Effective October 10 , 2007 the journeyman hourly base wage will be \$26.74. (See Figure 1 for wages, benefits and deductions for all classifications).

b. The journeyman base wage will be increased on July 1, 2008 and July 1, 2009 by the cost of living. The cost of living will be based on the Department of Labor Consumer Price Index for all Urban Consumers, US City Average for the preceding March to March report. The increase is not to exceed 6% of the journeyman taxable wage, Health and Welfare, Pension and Apprenticeship Training contributions nor be lower than a 2.8% minimum.

c. When an employee is sent by an Employer to work in the jurisdiction of another union where the wage scale is higher than

that required by this Agreement, he shall receive the higher scale.

Section 2. Supervision. Foremen and other supervisors shall be selected and hired solely by the Employer and, whether a member of the union or not, shall act as agent of the Employer

a. Foreman. A journeyman shall be designated foreman when he supervises two (2) or more men on a job or in the shop covered by this agreement. The Employer will be the sole judge of whether or not a foreman shall work with the tools.

b. Sub Foreman. After a foreman is on a job and eight (8) journeymen are assigned, a ninth (9th) journeyman would cause a sub-foreman to be assigned who may supervise up to eight (8) additional journeymen. The next journeyman assigned will cause an additional sub foreman to be assigned who may supervise up to eight (8) additional journeymen. Any additional assignment of journeymen will require assignment of an additional foreman. (See Figure 2)

c. General Foreman. When three (3) or more foremen, having a majority of a crew under their supervision, as described in a. above, are required on any job a general foreman shall be designated who shall be in charge of the job.

d. Superintendent. At the discretion of the employer he may appoint any journeyman in a superintendent capacity to act as the employer's representative.

e. Sub foremen shall be paid a premium of \$1.25 above the journeyman base wage. Foremen shall be paid a premium of \$2.40 above the journeyman base wage. General foremen shall be paid a premium of \$3.25 above the journeyman base wage. Superintendent shall be paid a premium of \$4.25 above the journeyman base wage.

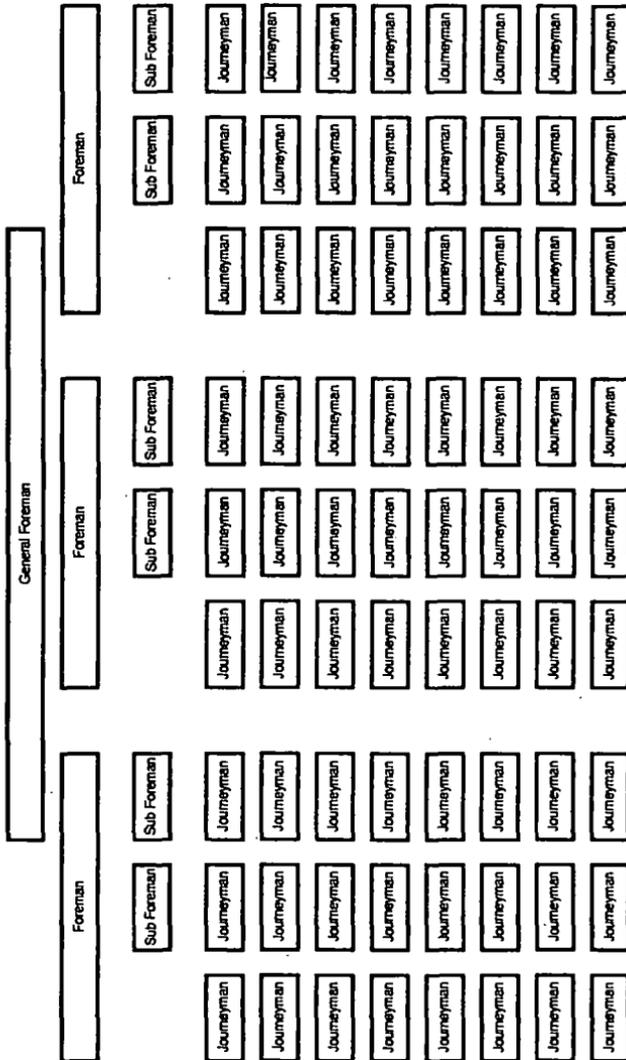
Figure 1

Plumber & Pipefitter Local 142 Wage Effective October 10, 2007

	Hourly Wage	Savings	Working Assessment	Health Benefits	Pension	ITF	Appr Training	Industry Fund	Total Wage
Journeyman	26.74	(1.56)	(0.53)	3.98	3.32	0.05	0.55	0.12	34.76
Sub Foreman	27.99	(1.56)	(0.56)	3.98	3.32	0.05	0.55	0.12	36.01
Foreman	29.14	(1.56)	(0.58)	3.98	3.32	0.05	0.55	0.12	37.16
Gen Foreman	29.99	(1.56)	(0.60)	3.98	3.32	0.05	0.55	0.12	38.01
Superintendent	30.99	(1.56)	(0.62)	3.98	3.32	0.05	0.55	0.12	39.01
Apprentices									
1st year 45%	12.03		(0.24)	3.98		0.05	0.55	0.12	16.73
2nd year 50%	13.37	(0.81)	(0.27)	3.98	3.32	0.05	0.55	0.12	21.39
3rd year 60%	16.04	(0.81)	(0.32)	3.98	3.32	0.05	0.55	0.12	24.06
4th year 70%	18.72	(0.81)	(0.37)	3.98	3.32	0.05	0.55	0.12	26.74
5th year 80%	21.39	(0.81)	(0.43)	3.98	3.32	0.05	0.55	0.12	29.41
Unindentured Appr (min)	9.50			3.98			0.25	0.12	13.85

Figure 2

Supervision



Section 3. Apprentices a. Apprentices shall be employed under the rules of the San Antonio Joint Apprenticeship and Training Committee (JATC) and shall be enrolled in the apprenticeship training program. Selection and training of apprentices shall be the responsibility of that committee in accordance with the standards approved by the Bureau of Apprenticeship Training, U.S. Department of Labor.

b. Employers having one journeyman steadily employed shall be authorized one apprentice and shall be allowed one additional apprentice when available for each additional journeyman steadily employed. This shall in no way require the JATC to exceed its normal ratio of apprentices during the year, nor to exceed its ability to provide adequate training for apprentices. If an apprentice is not available, the employer may use an unindentured apprentice.

c. Apprentices shall not be used as helpers, laborers, or drivers nor be allowed to sit idle thus hindering their training.

d. Any Employer discharging or laying off an apprentice except as provided by the JATC shall not be entitled to another apprentice for a period of six (6) months.

e. During the first two years of apprenticeship each apprentice may be employed in three different jobs or by three different employers. Any decision involving such rotation shall be determined by the San Antonio Plumbers and Pipefitters Local Union 142 Referral procedures, after appropriate notification to the Employer.

ARTICLE VI TRAVEL EXPENSES

Section 1. A forty mile radius zone is established centered on the Bexar County Court House. No travel or allowances are paid for work performed in this zone.

Section 2. A second zone from 40 to 75 miles radius is established centered on the Bexar County Court House. A per diem of \$20 is payable for work performed in this zone.

Section 3. Work performed beyond the 75 mile radius zone will receive a per diem of \$60.00 for housing and food or a \$30 food allowance when the employer provides mutually acceptable lodging at his expense. In addition, mileage is to be paid at the IRS rate one way to and from the job site. Riding time for work within this zone which is before or after the regularly scheduled workday is considered wage time and will be paid at time and one half. Fringe benefits and other tax deductions will be made in the normal manner.

ARTICLE VII REPORTING FOR WORK AND SHOW UP PAY

Section 1. a. Any employee reporting for work at the regular starting time and for whom no work is provided shall receive pay for four (4) hours at the regular hourly wage rate, unless he has been notified before the end of the last preceding work day not to report. Any employee who reports to work and for whom no work is provided shall receive not less than four (4) hours pay at the regular hourly wage rate, and if more than four (4) hours are worked, he shall receive not less than eight (8) hours pay at the regular hourly wage rate. However, the exception shall be when weather or strike conditions make it impossible to put the employee to work when stoppage of work is occasioned thereby or when an employee leaves of his own accord. Any employee referred to prospective employment upon request of an Employer in accordance with the terms of this agreement and who is rejected by the Employer shall receive pay for two (2) hours at the regular hourly wage rate. If there is a stoppage of work, regular or overtime due to customer directive, employee will be paid for two (2) hours at the regular hourly wage rate.

b. HVAC service personnel or plumbing service personnel will receive a minimum of two hours show up pay at the regular hourly rate for an interview if hired. If rejected by the Employer, no pay is due.

Section 2. All employees shall report for work to their respective jobs, unless notified by the Employer to do otherwise.

Section 3. When an Employer has no permanent place of

business located within the jurisdictional area covered by this Agreement (see Article II, Section 2), he shall be considered to have his place of business located in San Antonio, Texas.

Section 4. a. Employees covered by this agreement shall be paid each week by check drawn on a San Antonio bank. Each employee shall be paid no later than quitting time on Friday for hours worked by him during the immediately preceding weekly pay period through Wednesday. (At Employers option, he may include pay for Thursday and Friday hours in this payment) Pay shall be equal to the total of the employee's regular hourly rate of pay times the number of straight time hours worked, plus any daily or weekly overtime, travel expenses, show up pay and other premium pay for fringe benefits to which he is entitled for the period, less deductions required by State and Federal law or required by this Agreement. A check stub or slip showing all hours worked and each deduction will be provided to the employee with his check. When employees are laid off or discharged they shall at that time be paid all wages due them, failing which, they shall charge the applicable regular hourly rate of pay until payment is received.

b. Notwithstanding the preceding provision of this Section, if an employee agrees in advance in writing, an Employer may deposit, not later than quitting time on the employee's designated pay day, the employee's pay directly in the employee's account in a financial institution of the employee's choice, rather than providing him with a check. An employee receiving pay through direct deposit shall be entitled to receive at the job site a check stub or slip showing all hours and each deduction.

Section 5. Employers agree to provide each employee who is terminated with a uniform termination notice signed by the principal of the company showing the reason for and the date of termination. One copy of this notice shall be retained by the Employer, and one copy shall be issued to the employee, and the third copy sent to the Union. Any employee receiving three unsatisfactory work termination notices for the same type of work will be required to enroll in journeyman training courses for assistance in correcting his deficiency.

Section 6. When Employees must report to job sites in areas where parking is not available, except for paid areas or lots and transportation to the jobsite is not provided by employer from a

non-paid parking area to the job site, then employer will provide such employees with a parking allotment. Such allotment will be paid for periods accrued along with pay and expenses as provided in Section 4 above.

Section 7. There shall be no penalty for the inadvertent delay in the delivery of paychecks by the employer. Employees paid later than the time specified above due to employer "paycheck abuse" shall be paid eight (8) hours at their regular hourly rate of pay for each day until payment is received. The penalty for "paycheck abuse" shall not be due until the circumstances of the late payment are reviewed by the Joint Industry Board. Upon determination of the Board that the cause of the late payment is reasonably beyond the contractor's control, the penalty shall be waived.

ARTICLE VIII WORKING RULES

Section 1. There shall be no limitation to the amount of work an employee may perform during his working day. No employee will be permitted to sub-contract or do piece work.

Section 2. There shall be no restriction on the use of machinery or tools used in connection with the installation of work, provided that if power cutting and threading machines are used on the job or in the shop they shall be operated by journeymen and/or apprentices. There shall be no restrictions on the use of any raw or manufactured materials except prison-made. Any lead to be used will have to be wiped by shop using same; however, lead can be purchased from shop displaying Local 142 label, manufactured under the local collective bargaining agreement.

Section 3. The Employer shall furnish all tools necessary to make a complete plumbing, heating, piping, refrigeration, or air conditioning installation, which shall include welders hoods, gloves, sleeves, hard hats, rubber boots, rain gear, safety goggles, dust masks and safety belts which shall be kept in a sanitary condition. All employees shall be familiar with and comply with safety requirements as specified by OSHA. Hand tools furnished employees by the Employer become the responsibility of the employees who shall be permitted to transport tools up to and including a 14 inch wrench in their personal vehicles for

safekeeping purposes. The employees agree to sign an itemized listing of all hand tools furnished and further agree to pay for all hand tools lost or not accounted for. Responsibility for the replacement of tools, which are broken or worn out, remains with the Employer. Any differences arising regarding hand tools shall be referred to the Joint Industry Board whose decision shall be final. No power tools regardless of size shall be carried in the employee's personal vehicle.

Section 4. During working hours, no vehicle of any description which is not furnished by Employer shall be used by any employee in the performance of his work.

Section 5. Each Employer will carry Workers' Compensation Insurance and Unemployment Compensation Insurance on employees covered by this Agreement in accordance with Texas statutes governing such insurance, whether required by such statutes or not.

Section 6. Any unloading, handling, rigging, transfer and/or distribution of materials necessary for work covered by this agreement and the supervision of same shall be performed by employees covered by this agreement, except that others may make the first drop of materials at the job site at ground level in a storage area designated by the Employer. There shall be one drop site per building except where mechanical means are utilized to unload. Such work shall be subject to any award of the National Joint Board for Settlement of Jurisdictional Disputes.

Section 7. Sanitary drinking cups, or sanitary fountains and ice water, rest rooms, and provision for washing hands and face must be available for all employees at the jobsite.

Section 8. The Union may designate one journeyman per jobsite as a steward. In addition to his work as a journeyman he shall be allowed during working hours to perform such of his union duties as cannot be reasonably performed at other times, including gathering of information for and making steward reports, checking hours of work for purposes of benefit plans, handling grievances as hereinafter provided and any other administrative duties of a like nature (it being expressly understood and agreed that his/her duties shall not include any matters relating to referral, hiring, termination, disciplining of employees, calling strikes, initiating work

stoppage or threatening to do so.) The union shall be notified at least seventy-two (72) hours prior to any layoff or discharge of a steward. No steward will be discriminated against because of carrying out the duties described above.

Section 9. Employer shall not allow more than one member/owner of the firm not covered by this agreement to handle tools, and then only if one or more journeymen covered by this agreement are employed. All such work must be performed under the working conditions of this agreement for journeymen.

Section 10. Only employees covered by this agreement shall operate power equipment to cut holes for piping of any type.

Section 11. All Employers shall cooperate with and notify the union of any wage discrepancies in jobs to be bid. Each Employer shall fill out and forward to the union, U.S. Department of Labor Wage Determination Forms (furnished by the Union) for every job obtained.

Section 12. A Joint Labor-Management Committee will be created to develop a safety training program for all employees providing for uniform content, frequency requirements and proposed funding. Upon development, the program must be ratified by the Union and Employers to be implemented.

ARTICLE IX

TRUST FUNDS, DEDUCTIONS AND ASSESSMENTS

Section 1. Joint Trusts The parties agree to be bound by the separate agreements and declarations of trust establishing the various trusts covered by this Article. Said trust agreements shall be considered a part of this collective bargaining agreement. The Employer agrees to deduct contributions for the following trust funds from the total wage rate of each employee as specified in Article V. Contributions will be reported on the fringe benefit form provided by the Union for each hour worked by each employee covered by this Agreement and paid to the funds administrator no later than the 15th day of the month following the month in which the hours were worked. Cost of health insurance will be equal for all union members.

- a. UAPP Local 142 Pension Plan and Trust \$3.32
- b. UAPP Local 142 Benefits Plan and Trust \$3.98
- c. Plumbers and Pipefitters Local 142 San Antonio Area Joint Apprenticeship and Training Plan and Trust (JATC) * .55
- d. UAPP International Training Fund (ITF) * .05

* The ITF contribution will increase on January 1, 2008 to \$.10 and JATC contribution rate will decrease on January 1, 2008 to \$.50.

e. The pension plan shall accept individual employee contributions through salary deductions only as permitted by the Internal Revenue Code; and the employer shall process the appropriate wage deductions from the employees' salaries and remit those amounts as contributions in the same manner as for the other trust funds set forth in this Agreement; however, in no event shall such elective wage deferral be changed by the employee more than two (2) times per calendar year.

Section 2. Savings Accounts a. The following amounts will be deducted from the total wage rate of each employee covered by this agreement for deposit into an individual savings account as follows:

Journeymen	\$1.56 per hour worked
Apprentices (except 1st year)	.81 per hour worked

b. This deduction will be reported for each employee on the fringe benefit form provided by the Union and the amount paid to the funds administrator by the 15th day of the month following the month during which the hours were worked.

c. The funds administrator will forward the money so paid to the Local 142 Federal Credit Union for credit to the individual interest bearing savings account of each employee.

d. Money so deposited shall, at all times, remain the exclusive property of the individual employee from whose pay the money was deducted. Each individual employee shall have the right to leave such monies on deposit or withdraw all or any part of such deposits as desired.

e. Each employee for whom a separate savings account is established, hereunder, shall execute with the Credit Union the

usual instruments setting forth the conditions under which savings accounts are established and controlled.

f. Any employee desiring vacation shall give his Employer or supervisor at least a 30 day notice.

Section 3. Industry Fund a. Effective July 1, 2001 and continuing through the life of this agreement, each Employer will pay into the San Antonio Plumbing and Pipefitting Industry Fund twelve (12) cents per hour for all hours worked by each employee covered by this agreement.

b. This contribution will be reported on the fringe benefit form provided by the Union and the amount paid to the funds administrator by the 15th day of the month following the month during which the hours were worked.

c. The funds administrator will forward the money so deposited to the San Antonio Plumbing and Pipefitting Industry Fund.

d. Money so deposited shall, at all times, remain the exclusive property of the San Antonio Plumbing and Pipefitting Industry Fund.

Section 4. Contribution Guarantee a. Guarantee of contributions by employers will be as specified in the various trust agreements for the funds covered in this article.

Section 5. In order to provide health and welfare, apprenticeship and pension funding, the Joint Industry Board will agree to meet to discuss changes in the contributions of any of these funds. Changes will be sent to the union membership for ratification.

ARTICLE X GRIEVANCE AND ARBITRATION

Section 1. For the purpose of adjusting complaints and grievances and controversies between an Employer and any one or more employees or between an Employer and the Union, the following procedure shall apply. Any individual employee or employees complaining shall present their grievance to the Steward who shall attempt to adjust the grievance with the appropriate supervisor.

Should the steward be unable to adjust satisfactorily the grievance or should he fail to take up the grievance within a reasonable time either he or the employee shall advise the business manager and/or business agent of the Union who shall attempt to adjust the grievance. The Business Manager and/or Business Agent shall have the right to visit, at any reasonable hour of the work day, signatory shops and jobs where employees are working under the terms of this Agreement, to check the working and safety conditions, to adjust grievances, and to confer with Employer.

Section 2. Should the Business Manager and/or Business Agent be unable to satisfactorily adjust the matter or should an Employer have any complaint, grievance, or controversy, it shall be presented to the Joint Industry Board for settlement. The Joint Industry Board shall consist of six (6) representatives of each party hereto. The board shall meet a minimum of three (3) times annually or at a special meeting called upon forty-eight (48) hours' notice by either party. The Board shall attempt to adjust any complaint, grievance or controversy, but should it fail to agree within a reasonable time the issue will be submitted to a Federal Mediator for possible resolution. Should the matter not be resolved by mediation either party may submit the matter to an impartial umpire to be selected by the parties. The matter shall be submitted to the umpire within fifteen (15) days after request therefore. All testimony, either written or verbal, shall be submitted to the umpire, who shall render a decision within forty-eight (48) hours after the testimony is submitted to him and his decision shall be final and binding on all parties.

ARTICLE XI NO STRIKE, NO LOCKOUT

Neither the Union nor any of the employees covered by this agreement will collectively, concertedly or individually induce, engage or participate, directly or indirectly in any strike, picketing, slowdown, stoppage, or other curtailment or interference with Employer's operations, or interference with the flow of materials or persons into or out of places where Employer is doing business. The Union agrees to exert every effort to end any unauthorized interruption of work. Employer will not lockout any of the employees covered by this agreement. The parties agree that, in the manner set forth in Article X, they will submit to arbitration all

grievances and disputes that may arise between them and any misunderstanding as to the meaning or intent of all or any part of this agreement, provided however, Employer shall not be required to resort to the grievance and arbitration prior to resorting to other remedies in the event of violation of this Article.

ARTICLE XII MANAGEMENT RIGHTS

Section 1. Management Rights. The right of management to control operations, including, but not limited to, the direction of work forces, promotion, demotion, discharge for cause, and the right to relieve employees from work because of lack of work, are vested solely and exclusively in the Employer. Subject to the provisions of this Agreement, the Employer has full control of matters relative to the management of personnel and the conduct of business operations. The Employer further has the right to study and/or introduce new and improved methods of operations. This article enumerates existing management rights but does not confer any new management rights.

ARTICLE XIII LABOR LAWS

Section 1. It is the intention of both parties of this agreement to abide by all applicable State and Federal laws, and the provisions of this agreement are made subject to such laws and interpretations currently placed on them and shall be interpreted so as to conform therewith. If any provision of this agreement is in contravention of the laws and regulations of the United States or of the State of Texas such provisions shall be superseded by the appropriate provision of such law or regulation so long as the same is in force and effect but all other provisions of this agreement shall continue in full force and effect. If the parties are unable to agree in effect as to whether any provision hereof is in contravention of any such laws or regulations the provisions hereof involved shall remain in effect until the disputed matter is settled by a court or other authority having jurisdiction in the matter. However, any provision agreed to be unlawful or found to be unlawful shall not be the basis for civil action by either party.

Section 2. It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect and to the lawful regulations, rulings and orders of regulatory bodies having jurisdiction. In the event of change of applicable Federal or State laws affecting this agreement, the provisions of such laws shall supersede the affected provisions of this Agreement and shall be modified to conform thereto.

Section 3. It is further understood and agreed that the provisions in this agreement relating to the referral and hiring plan have been entered into in order to comply with the Mountain Pacific doctrine of the National Labor Relations Board. In the event of any decision or administrative ruling modifying or changing the Mountain Pacific doctrine or upon any change in the Federal law or decision of a competent court of the State of Texas which has the same effect, either party to this agreement shall have the right to re-open negotiations pertaining to hiring upon giving thirty (30) days' written notice to the other party.

ARTICLE XIV SUBSTANCE ABUSE CONSORTIUM

Section 1. Consortium Objective. The objective of the consortium is to provide consistent, objective, fair, and manageable procedures for drug screening of employees that will comply with MCA – SMACNA of San Antonio Substance Abuse Policy which will be accepted by project owners, and to maintain a central data base of individuals in order to expedite their employment.

The purpose of the drug-testing program is to increase on-the-job safety and productivity by denying job site presence to individuals whose abilities are impaired by drugs or alcohol. The types of testing conducted under this program will involve pre-employment, random, post accident, probable cause, return to work, and work opportunity mandated testing. This Consortium program, along with the employee assistance referral program, will help produce a drug-free work place and improve work place safety.

Section 2. Consortium Statement. This is to notify all employees that the use, abuse, presence in the body, or reporting to work under the influence, bringing onto the worksite, the unlawful manufacture, distribution, possession, transfer, storage, concealment, transportation, promotion or sale of illegal and

unauthorized drugs, controlled substances, alcoholic beverages or drug related paraphernalia by employees is strictly prohibited and is a violation of the MCA – SMACNA of San Antonio Substance Abuse Policy. Each employee must acknowledge in writing their acceptance of the Policy and Consortium and provide consent to be tested (See Exhibit A – Employee Notice of Policy and Consent).

All employers signatory to the collective bargaining contract agree to implement this Policy for all employees and management.

Section 3. Consortium Administration and Audit. The development, implementation and overall responsibility of this program shall be the responsibility of the Joint Industry Board. The daily administration and management of the consortium will be provided by CONSTRUCTION DATA SERVICES (CDS). The consortium administrator shall make testing records available so as to meet the requirements of federal, state and local agencies, the contractual requirements of Owners, upon request to the parties of a grievance initiated by the employee or union and to workers compensation carriers for post accident testing.

Section 4. Consortium Membership. Each contractor and Labor Group is required to register with CDS to become a member of the Consortium.

Section 5. Employee Assistance Referral Program (EAP). The consortium recognizes that chemical dependency and other medical behavioral conditions are highly complex problems, which often can be successfully treated. Each employee is responsible for seeking help before an alcohol or drug problem leads to disciplinary action. The employee's decision to seek assistance (Self-Referral) prior to a violation of the Consortium Rules will not be used as a basis for disciplinary action and will not be used against the employee in any disciplinary proceeding.

Employees, who voluntarily request assistance under such EAP, shall be placed on a leave of absence without pay for up to ninety (90) calendar days for the purpose of enrollment in such program. An employee returning from an EAP leave of absence must supply CDS with evidence from the EAP that he/she has successfully completed or is actively participating in the requirements of the program. An employee shall be entitled to only one (1) EAP leave of absence and, if a leave is granted, the employee agrees upon return to submit a urine screen to the Administrator to determine

the existence of foreign substances and/or alcohol within the system. Employees are encouraged to contact their individual Health and Welfare Programs for assistance.

Section 6. Training and Education. Communicators will be provided training and education in their responsibilities and administration of the program. The program administrator will provide training and education to supervisory personnel responsible for determining whether an employee must be tested based on reasonable cause. Training shall cover the specific, contemporaneous physical, behavioral and performance indicators of drug and alcohol abuse.

Section 7. Substance Abuse Testing Protocols. Employees will be required to undergo substance abuse testing to determine the use of any illegal or unauthorized drug, alcohol or substances prohibited by the consortium.

- A. Confidentiality: An employee's expectation of privacy and confidentiality is a top priority of this Consortium. Accordingly, all testing records will be considered confidential and will only be released upon written consent of the employee, except that such information will be released, regardless of consent, upon a request from a representative of a state or federal agency, or the parties of a grievance initiated by the employee or union in which the test results are a material issue.
- B. Sample collections: Urine samples will be collected by trained collection specialists utilizing NIDA/SAMHSA procedures to insure both proper chain of custody and employee confidentiality. All urine samples will be collected with concern for each employee's personal privacy, dignity, and confidentiality. CDS offers the following two (2) options for drug screening collections:
 - 1. Mobile On-Site Collections: Our trained collectors are available to conduct the drug screening collections at the job site or the contractor's office when feasible and practical. To arrange on-site collections call 210-479-8040.
 - 2. Clinical Collections: CDS has made arrangements with 50 clinical collection sites within the San Antonio area for contractor members to have their employees tested. These collection sites consist of Quest Diagnostics

Laboratory facilities, hospitals and occupational medical facilities.

- a. Prior to sending an employee to a clinical collection site, the contractor needs to provide notification to CDS by fax (866-645-5577) of the employee being tested.
- b. The employee needs to complete the EMPLOYEE NOTICE OF POLICY AND CONSENT (Exhibit A) which should be faxed to 866-645-6767.
- c. Contractor members, who have a preference for a clinical collection site that is not on the list, should contact CDS at 210-479-8040 or 800-439-1454 to request that the collection facility be added to the list.

C. Types of Testing to be Conducted:

1. Implementation Testing: Employees will be required to have a negative drug test prior to acceptance into the consortium. To allow for timely entry of employees into the Consortium, CDS will set up a certain number of days at the Union Hall for implementation testing. On-site mobile collections will be available when feasible and practical.
 - a. "Grandfathering"- Member contractors will be allowed to "grandfather in" workers on a one time basis from the initial Implementation Testing date. Member contractors must provide CDS with certification of a previous drug test occurring within (120) days that meets or exceeds the standards of the consortium, and which indicates a negative result for each of the drugs listed under Item 4 – Specimen Analysis.
2. Pre-employment Testing: New prospective employees are subject to drug screening to ascertain whether an applicant is capable of safely performing the duties and meeting the prerequisites of the employment offered. However, testing is not required if the employee has an Active Status in the Consortium.
3. Random Testing: Employees shall be subject to unannounced random drug and alcohol testing. Random selections will be made twelve times a year from the Active

Pool at an annualized rate of fifty (50) percent. Random selections will be made by use of a computer generated numerical program designed to ensure that no employee can be singled out.

4. **Post-Accident/Incident Testing:** Employees will be required to take a drug and alcohol test when having involvement in, or cause of, a reportable accident or incident which causes or could have caused personal injury or damage to equipment or property. Testing of employees will be consistently/equally applied to all employees. This test should occur as soon as possible or a maximum of 6 hours after the accident or incident.
5. **Probable Cause or Reasonable Suspicion Testing:** Employees will be subject to a drug and alcohol test based on reasonable and articulated belief that an employee is using or has recently abused drugs, alcohol or substances prohibited by this program. A decision to test will be based on specific physical, behavioral or performance indicators and documented by a supervisor who has received training in the detection of possible symptoms of drugs and alcohol use and must be witnessed by a second supervisor.
6. **Return To Work, Post Treatment, Rehabilitation Testing:** Employees shall be required to successfully pass a drug and alcohol test upon release from an approved rehabilitation and/or assessment program prior to being returned to the Active Pool.
7. **Work Opportunity Mandated Testing:** Employees may be subject to additional drug testing where a member contractor is required to agree to an Owner mandated testing program in order to qualify as a bidder on or to perform work on a project.
8. **Retest:** Individuals receiving a confirmed positive test result shall have the right to request that their **original sample** be retested by a NIDA/SAMHSA approved laboratory of their choice. The request must be made to the MRO within twenty-four (24) hours of the notification of a confirmed positive test. The employee requesting the retest shall pay the initial cost for a retest in advance to the MRO. In the event that said retest should prove to be

negative, the employee shall be reimbursed for the cost of the test and be returned to the Active Pool.

9. **Federally Mandated Testing:** Any employee, for whom testing is mandated under a Federal Substance Abuse Testing Program, will remain subject to such testing notwithstanding the requirements of this Consortium.
10. **Probationary Status Testing:** Individuals being returned to the Active Pool upon completion of the Return to Work Testing will be subject to additional random testing for a period of up to twenty four (24) months at an annualized rate of fifty (50) percent.
11. **Mandatory Follow-up Testing:** A Drug Test will be required of individuals whom have not been tested within a (36) thirty six month period

D. **Specimen Analysis:** All urine samples collected under this program will be analyzed by Quest Diagnostics Laboratory, a NIDA/SAMHSA certified laboratory, and shall include an initial Enzyme Multiplied Immunoassay Screening Test (EMIT) and a Gas Chromatography/Mass Spectrometry (GC/MS) Confirmation Test. Said testing must screen, as a minimum, for the following substances and levels:

The Joint Industry Board 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 or as DOT regulations change.

<u>Drugs Tested</u>	<u>(EMIT) Test Level (ng/ml)</u>	<u>(GC/MS) Confirmation Test Cut-Off Level (ng/ml)</u>
Amphetamines	1,000	500
Cocaine Metabolite	300	150
Marijuana Metabolites	50	15
Opiates	2,000	2,000
Phencyclidine (PCP)	25	25
Breath Alcohol Content (BAC)	.04	.04
Removal from the job site (BAC)	.0200 - .0399	.0200 - .0399

- E. **Medical Review Officer:** All urine samples confirmed as positive by the laboratory shall be referred to a Medical Review Officer for interpretation. The MRO is a licensed physician who has knowledge of substance abuse disorders and has received the appropriate medical training to interpret and evaluate an individual's positive test result as it relates to the Employee's medical history and any other biomedical condition.
- F. **Employee Status:** Negative test results will normally be available to the Communicator the NEXT DAY. To ensure employee confidentiality, positive test results are handled directly by the Medical Review Officer after confirmation by a second analytical procedure.
- G. **Record Keeping:** Hard copy testing results shall be maintained AND KEPT CONFIDENTIAL by the consortium administrator for the following specified periods:

Negative testing results will be maintained for not less than one (1) year

Positive test results will be maintained for five (5) years

Rehabilitation records will be maintained for five (5) years.

Section 8. Policy Violations. An employee's failure to comply with any provisions of the Consortium Policy shall be cause for the employee to be reclassified to the Inactive Suspended Pool.

- A. **Determination for Violation of Policy:**
 - 1. A confirmed positive drug or alcohol test.
 - 2. Failure or refusal to sign Notice of Policy and Consent to be Tested.
 - 3. Failure to contact the Medical Review Officer as directed.
 - 4. Failure to report as directed for random testing.
 - 5. The use, possession, sale or distribution of alcohol or a controlled illegal or unauthorized substance, or the presence of any employee in the work place with such ingested substances for non-medical reasons.

6. Working, reporting to work, being in the work place, or in an owner or employer owned, leased or rented vehicle while Under The Influence Of Alcohol (.04 BAC or greater).
7. Switching, adulterating, or attempting to tamper with any sample submitted for drug or alcohol testing, or otherwise interfering or attempting to interfere with the testing process.
8. Refusal to submit a specimen for testing will be viewed as a positive test and will carry with it the same consequences as specimens tested and reported as positive.
9. The use of a controlled substance by an individual other than the individual for whom the controlled substance was prescribed or the abuse of a controlled substance by the individual for whom it was prescribed.

B. Confirmed Positive Test Results:

1. Medical Review Officer Notification (MRO)

After confirmation of a positive test by the laboratory, it will be necessary for the MRO to speak with the employee to allow him/her the opportunity to explain the positive test. Employees who fail to contact the MRO within 2 days of their notification will be reported as a non-contact positive, and reclassified to the Inactive Suspended Pool.

2. Illegal and/or Controlled Substances

Any employee who receives a confirmed positive test result for a substance prohibited by the Consortium Policy will be reclassified to the Inactive Suspended Pool pending the satisfactory completion of the reinstatement requirements.

3. Alcoholic or Intoxicating Beverages

The following actions that involve alcoholic beverages are prohibited by the Consortium Policy and any violation thereof will be cause for the employee to be reclassified to the Inactive Suspended Pool:

- a. The consumption, manufacture, distribution, possession, use, sale, or storage of any alcoholic beverage while on or in the work place is prohibited.
- b. The performance or attempted performance of any job function or the operation of any Owner's or Employer's property or equipment while Under the Influence of Alcohol.
- c. An alcohol screening and confirmation result of .04 BAC or greater will cause the employee to be reclassified to the Inactive Suspended Pool. A result of .0200 - .0399 BAC shall require the employee's removal from the job site for a minimum of 24 hours.

C. Reinstatement Requirements:

An individual with an Inactive Suspended Status will be reclassified to the Active Pool when all of the following conditions are satisfied:

1. Evidence is submitted to CDS that the individual has completed or is actively participating in an approved drug/alcohol assessment, treatment, and/or counseling program.
2. The employee agrees upon return to submit a urine screen to the Administrator to determine the existence of foreign substances and/or alcohol within the system and such screening tests is negative.
3. The individual submits a signed statement to CDS that requires him to continue the prescribed treatment

D. Probationary Status:

1. Individuals who test positive will be subject to additional random testing at an annualized rate of fifty (50) percent for a period of up to twenty-four (24) months.

Section 9. Communicator. Each contractor member assigned access rights shall be required to designate a minimum of a primary and an alternate communicator. Each Communicator will be provided with an access code and password. The Communicators will be the only persons allowed to request or receive testing results.

Communicator duties include:

- A. Completion of Communicator and Reasonable Cause Training.
- B. MRO contact person

The Communicator is responsible for receiving positive test results from CDS and notifying the employee to contact the MRO.

- C. Administering the random selection list

Upon receiving the random selection list from CDS, the Communicator will have ten (10) days to make arrangements to have the selected employee tested on-site or at a clinical location. Once the Communicator notifies the employee, the employee should immediately report to a collection site for testing.

- D. Making inquiries

1. Communicators are required to make an inquiry at the time of hire or placement to ascertain the status of an employee.
2. Inquiries can be made by:
 - a. Internet Access – Communicators are allowed secure confidential Internet access (www.cdsonsite.com) to SATIS.
 - b. Phone – Communicators can inquire on a worker by phone. The Communicator's access code and password must be provided. Call 800-439-1454
 - c. Fax - Communicators can inquire on workers by fax
3. Passage is protected by a series of access codes and passwords. No information will be released without the proper security clearance.
4. A member contractor's inquiry will cause the worker inquired upon to be re-assigned to that member contractor.
5. Pool Status

The Administrator shall maintain a database (SATIS) of employees tested under this Substance Abuse Consortium Program. Employees will be classified in the Active or Inactive Pool, as follows:

a. Active Pool

Employees in the Active Pool have been subject to and have complied with this Consortium Policy. To remain in the Active Pool, the employee shall remain constantly subject to this Substance Abuse Testing Program which includes Random testing. Employees with an Active Status are available for immediate placement without a test.

b. Inactive Pool

An Inquiry by the Communicator will result in one of the following responses:

1. Inactive

Employees who have missed a random test through no fault of their own (not willful), a diluted test result or unsuitable test result. These employees can be tested and immediately go to work.

2. Pending

An employee with a pending status are those employees who have provided a specimen sample but the final results have not been received from the laboratory and/or MRO to determine if the employee is negative or positive. Employees with a pending status are not eligible for referral by the Local Union until a final disposition has been received on their previous test.

3. Reinstate

Indicates that the worker has been suspended from the Consortium for violation of this Policy. Employees with a reinstate status must complete the Reinstatement Requirements prior to being returned to the Active Pool.

4. Random (To be implemented in near future)

A Random Status indicates that the employee has been selected for a random test. Employees with a random status must be tested for drug and alcohol. Employees who have not been tested by

the random completion date will be reclassified to the Inactive Status.

Section 10. Types of Laboratory Results

A. Negative

A negative result indicates that a substance has not been detected in the sample.

B. Positive

A positive test result indicates that the laboratory and MRO have confirmed an illegal drug(s) in the person's system as described in this Policy.

C. Adulterated

The donor has tainted the specimen with a foreign contaminate, such as bleach, to prevent the detection by the laboratory of an illegal substance. An adulterated sample is considered an administrative positive and has the same consequences as a positive test result.

D. Diluted

A diluted test result means that the specific gravity of the specimen is 1.003 or less and the creatinine level is less than 20 mg/dl. The following are some of the causes for a diluted sample and the related procedures:

1. Dialysis or chemotherapy
2. A kidney or pancreas disorder requiring medical attention.
3. The individual is attempting to flush out their system of illegal substances. This requires an enormous amount of water to be consumed over approximately 24 hours prior to providing a sample. The normal consumption of liquids or consuming liquids prior to testing will not cause a sample to be diluted.
4. Workers will be allowed to provide (3) three diluted test results under the consortium. After (3) three diluted test results, the worker will be required to seek medical assistance to determine if there is a valid medical reason for the diluted test results. If a medical reason cannot be determined or if the worker refuses to seek medical

assistance, the (4) fourth or remaining diluted test results will be at the workers expense.

5. A diluted specimen with a creatinine level of less than 20 mg/dl but greater than 5 mg/dl will require the employee to provide another sample.
6. A diluted specimen with a creatinine level greater than or equal to 2 mg/dl, but less than or equal to 5 mg/dl will require the employee to provide another specimen under direct observation
7. A diluted specimen with a creatinine level of less than 2 mg/dl will be ruled as a substituted specimen and will have the same consequences as a positive test result.

E. Unsuitable

An unsuitable test result is when the laboratory determines that the specimen contains a foreign contaminate or the individual has ingested fluids to mask the illegal/unauthorized drug but the levels are not in the range to legally determine if the specimen is adulterated or substituted. An unsuitable test result will require the individual to provide another sample under direct observation. Workers will be allowed to provide (2) two unsuitable test results under the consortium. After (2) two unsuitable test results, the (3) third or remaining unsuitable test results will be at the employee's expense.

F. Not Consistent with Human Urine or Substituted

This test result is self-explanatory. A not consistent with human urine or substituted test

ARTICLE XV UNINDENTURED APPRENTICES

Section 1. a. An unindentured apprentice may be used to fill a call in order to maintain a journeyman to apprentice ratio of 1:1. The unindentured apprentice can perform any work covered by Article VIII, and will work under the direct supervision of a journeyman or foreman.

b. The wage rate for Unindentured Apprentice will not be less than \$9.50 per hour plus health benefits and apprentice training fund contribution of twenty five cents.(\$.25).

c. In order to qualify as an unindentured apprentice, an applicant must complete an application including but not limited to Pipe Trades Apprenticeship Form #1, provide a high school diploma and transcript or GED, a DD Form 214 if he has served in the military, and a certified birth certificate.

d. The unindentured apprentice must obtain a Texas State Board of Plumbing Examiners Apprentice Card or Plumbing License and keep it current. Unindentured apprentices will not be registered with the Bureau of Apprentice Training, and will not attend apprentice school, however, unindentured apprentices may apply to the Apprenticeship Program and may take any journeyman training classes offered by the Union.

ARTICLE XVI MARKET RECOVERY

Section 1. The Union agrees to present to its membership a resolution for adoption of a Market Recovery Program to be funded from the Employees Wage Package. Upon adoption by the Union, procedures for deduction of the authorized amount will become part of this agreement.

Section 2. Employers agree to designate a single point of contact for Market Recovery or other Union issues. Employers agree to notify Union and its members when the program is successful.

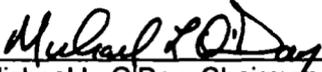
ARTICLE XVII DURATION

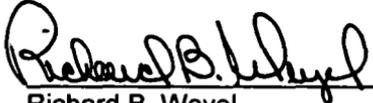
The parties previous agreement continued in effect through October 9, 2007. This agreement shall be in effect October 10 2007 through June 30, 2010 and shall continue in force and effect from year to year thereafter unless written notice of intention to terminate or desire to modify this agreement shall be given at least ninety (90) days prior to the anniversary date. Such written notice shall be considered as an offer to meet and confer with the other party for the purpose of negotiating a new agreement and the

parties shall meet and negotiate in good faith. If no agreement has been reached within thirty (30) days from said ninety (90) days notice, the Federal Mediation and Conciliation Service shall be given notice of the existence of a dispute and both parties shall continue to meet and negotiate in good faith and continue in full force and effect, without resorting to strike or lock-out, all the terms and conditions of the existing agreement until the expiration date of the Agreement.

IN WITNESS WHEREOF, both parties hereto have caused their duly authorized representatives to affix their signatures this 19th day of OCTOBER, 2007.

Approved:


Michael L. O'Day, Chairman
Plumbing & Pipefitting
Collective Bargaining Unit
MCA-SMACNA of San Antonio


Richard B. Weyel
Business Manager, Local Union
No. 142 of the United Association
of Journeymen and Apprentices
of the Plumbing and Pipefitting
Industry of the United States and
Canada, AFL-CIO

AGREEMENT BY CONTRACTORS SIGNATORY

In consideration for obtaining benefits under the Collective Bargaining Agreement by and between the Plumbing and Pipefitting Collective Bargaining Unit of the MCA-SMACNA of San Antonio and Local Union No. 142 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO, Contractor Signatory and the Union do hereby contract and agree to adopt and be bound by the terms of said Collective Bargaining Agreement during the effective term of such agreement.

IN WITNESS WHEREOF, both parties have caused their duly authorized representatives to affix their signatures this _____ day of _____, 2007.

Approved:

Richard B. Weyel Business Manager, Local Union
No. 142 of the United Association of Journeymen and
Apprentices of the Plumbing and Pipefitting Industry of
the United States and Canada, AFL-CIO

Name _____

Firm _____

Address _____

City _____

Phone _____

APPENDIX A JURISDICTION OF WORK

The following is the jurisdiction of work of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO.

1. All piping for plumbing, water, waste, floor drains, drain grates, supply, leader, soil pipe, grease traps, sewerage and vent lines.
2. All piping for water filters, water softeners, water meters and the setting of same.
3. All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above mentioned equipment.
4. All water services from mains to buildings, including water meters and water meter foundations.
5. All water mains from whatever source, including branches and fire hydrants, etc.
6. All water spouts and draining 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. towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.
9. All lawn sprinkler work including piping, fittings, and lawn sprinkler heads.
10. All sheet lead lining for x-ray rooms, fountains, swimming pools or shower stalls, tanks, or vats for all purposes and for roof flashing in connection with the plumbing and pipefitting 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, steam, oil, or gas, used in connection with railway cars, railway motor cars and railway locomotives.
16. All marine piping and all piping used in connection with ship building and ship yards.
17. All power plant piping of every description.
18. The handling, assembling, and erecting of all economizers, super-heaters, regardless of the mode or method of making joints, hangers, and erection of same.
19. All internal and external piping on boilers, heaters, tanks, and evaporators, water grates, boiler compound equipment, etc.
20. All soot blowers and soot collecting piping systems.
21. The setting, erecting, and piping, for all smoke consuming and smoke washing and regulating devices.
22. The setting, erecting, and piping of instruments, measuring devices, thermostatic controls, gauge boards and other controls used in connection with power, heating, refrigerating, air conditioning, manufacturing, mining, and industrial work.
23. The setting and erecting of all boiler feeder water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers, and all piping for same in power houses, distributing, and boosting stations, refrigeration, bottling, distilling,

and brewing plants, heating ventilating, and air conditioning systems.

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

25. The setting and erection of all underfed stokers, fuel burners, and piping, including gas, oil powder fuel, hot and cold air piping and all accessories and parts of burners and stokers, etc..

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

27. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, and mixing devices and piping thereto of every description.

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

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

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

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

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

33. All piping, setting, and hanging of all units and fixtures for air conditioning, cooling, heating, roof cooling, refrigeration, ice making, humidifying, 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, blasts, 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, conduits, and boxes used in connection with the pipe fitting industry.

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

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

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

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

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

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

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

48. The operation, maintenance, repairs, servicing and dismantling of all work installed by employees covered by a collective bargaining contract with any local of, or with, the United Association.

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

50. Piping herein specified means pipe made from metal, tile, glass, rubber, plastics, woods, or any other kind of material, or product manufactured into pipe usable in the pipe fitting industry regardless of size or shapes.

Construction Data Services

INTERNATIONAL ON-SITE DRUG TESTING, SAFETY & FIRST-AID COMPANY SERVING THE CONSTRUCTION INDUSTRY

MCA-SMACNA of San Antonio Substance Abuse Testing Consortium Employee Notice Of Policy & Consent

Your employer is a member of the MCA – SMACNA of San Antonio Substance Abuse Consortium. The consortium's main goal is to provide an effective and reliable drug program that will satisfy all regulatory obligations and safeguard the employee's rights.

Your employer became a member of the Consortium to provide his employees an objective, fair and manageable procedure for drug screening and testing. By joining, your employer made a strong commitment to ensure a safe, healthy, and drug free work environment.

Dependency on alcohol and/or drugs can interfere with an employee's health and job performance and may pose serious safety and/or health risks not only to the abuser, but also to those who work with the abuser. It is the Consortium's policy that:

1. The use, possession, sale or distribution of alcohol or a controlled illegal or unauthorized substance, or the presence of any employee member on the company's work place, premises or project site, or while operating or in an owner or employer owned, leased or rented vehicle, or while conducting company business with such ingested substances for non-medical reasons is prohibited.

I acknowledge that I am subject to the drug testing requirements of the consortium and recognize that as a precondition to my hiring, placement and/or continued employment, that I may be required to undergo and successfully pass drug tests at the time of my hiring, on a random basis, for reasonable cause and after an accident or incident.

I understand that my refusal to submit to an alcohol or drug test, or my refusal to cooperate fully with the drug testing procedures, a positive test result, or any violation of the consortium's substance abuse policy, will be sufficient cause for my suspension from the MCA – SMACNA of San Antonio Substance Abuse Consortium.

I consent to have trained personnel selected by CDS, its agents or subcontractors to collect blood, urine, saliva, and breath samples from me to determine the presence or use of drugs or controlled substances. I authorize the release of my test results to my current or future employer for employment purposes or upon request to the parties of a grievance initiated by the employee or union or to workers compensation carriers in the event I am tested under post accident in which the test results are a material issue.

Employee Signature

SS#

Craft/Trade

Employee (printed) name

Employer

Date

Please Fax To: 866-645-6767

STANDARD FOR EXCELLENCE

MEMBER AND LOCAL UNION RESPONSIBILITIES:

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

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

EMPLOYER AND MANAGEMENT RESPONSIBILITIES:

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

- Replace and return to the referral hall ineffective superintendents, general foremen, foremen, journey workers and apprentices.

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

PROBLEM RESOLUTION THROUGH THE UA STANDARD FOR EXCELLENCE POLICY:

Under the UA Standard for Excellence it is understood, that members through the local union, and management through the signatory contractors, have duties and are accountable in achieving successful resolutions.

MEMBER AND LOCAL UNION RESPONSIBILITIES:

- The Local Union and the Steward will work with members to correct and solve problems related to job performance.
- Job Stewards shall be provided with steward training and receive specialized training with regard to the UA Standard for Excellence.
- Regular meetings will be held where the job steward along with UA Supervision will communicate with the management team regarding job progress, work schedules, and other issues affecting work processes.
- The Job Steward shall communicate with the members about

issues affecting work progress.

- The Business Manager or his delegate will conduct regularly scheduled meetings to discuss and resolve issues affecting compliance of the UA Standard for Excellence policy.
- The Steward and management will attempt to correct such problems with individual members in the workplace.
- Individual members not complying with membership responsibility shall be brought before the Local Union Executive Board, which will address such members' failure to meet their obligation to the local and the UA, up to and including filing charges. The Local Union's role is to use all available means to correct the compliance problem.

EMPLOYER AND MANAGEMENT RESPONSIBILITIES:

- Regular meetings will be held where the management team and UA Supervision will communicate with the Job Steward regarding job progress, work schedules, and other issues affecting the work process.
- Management will address concerns brought forth by the Steward or UA Supervision in a professional and timely manner.
- A course of action shall be established to allow the job Steward and/or UA Supervision to communicate with higher levels of management in the event there is a breakdown with the responsible manager.
- In the event that the employee is unwilling or unable to make the necessary changes, management must make the decision whether the employee is detrimental to the UA Standard for Excellence platform and make a decision regarding his further employment.

ADDITIONAL JOINTLY SUPPORTED METHODS OF PROBLEM RESOLUTION:

- In the event an issue is irresolvable at this level, the Local or the Contractor may call for a contractually established Labor Management meeting to resolve the issues.
- Weekly job progress meetings should be conducted with Job Stewards, UA Supervision and Management.
- The Local or the Contractor may involve the customer when their input is prudent in finding a solution.
- Foremen, General Foremen, Superintendents and other management should be educated and certified as leaders in the UA Standard for Excellence policy.



