

STEAMFITTERS AND PLUMBERS LOCAL UNION NO. 198 EAST
BATON ROUGE, LOUISIANA AND VICINITY
BUILDING AND CONSTRUCTION TRADES BRANCH
MASTER WORKING AGREEMENT

This AGREEMENT entered into this 1st day of September, 2016 by and between Bob Bernhard & Associates Mech., hereinafter called the "Employer" and the UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, LOCAL UNION NO. 198 (American Federation of Labor-Congress of Industrial organization), hereinafter called the "Union".

The below signed Mechanical Contractor recognizes the Plumbers, Steamfitters and Refrigeration Journeymen of Local Union No. 198, United Association of Journeymen and Apprentices Canada, hereinafter referred to as the "Local" as the exclusive collective bargaining agent for all Journeymen and Apprentices who are members of the said Local on all work coming within the Jurisdiction of and claimed by the said Local Union. The Local Union agrees to bargain and execute separate contracts now and in the future on behalf of its members of Commercial, Residential, Industrial and Building and Trades work arising in their Jurisdiction.

WHEREAS, the Employer is engaged in the Plumbing and Pipefitting Industry in Baton Rouge, Louisiana, and surrounding area coming under the Jurisdiction of this Agreement, and in the performance of such work requires the services of competent, skilled and qualified Journeymen and Apprentices of the United Association; and,

WHEREAS, the Union is affiliated with the American Federation of Labor-Congress of Industrial Organization and has in its membership competent and qualified Journeymen to perform all work coming within its trade Jurisdiction; and

WHEREAS, the Employer and the Union desire to mutually establish and stabilize wages, hours and working conditions for Journeymen and Apprentices and further to encourage closer cooperation and better understanding between the Employer and the Union in the Plumbing and Pipefitting Industry to the end that a satisfactory, continuous and harmonious labor relationship will exist between the parties to the Agreement; and

NOW, THEREFORE, the undersigned Employer and Union in consideration of the mutual promises and covenants herein contained mutually agree as follows.

I. TRADE OR WORK JURISDICTION

- A. This Agreement covers the rate of pay, rules and working conditions of all Journeymen and Apprentices of the Plumbing and Pipefitting Industry engaged in the installation of all Plumbing and Pipefitting systems and components parts

- thereof, including all work in connection therewith coming within the Trade Jurisdiction claims of the United Association, including all receiving, handling, storage, and transporting of all materials, tools, etc. Required for this trade.
- B. In recognition of the above Work Jurisdictional claims, it is understood that the assignment of work and settlement of Jurisdictional disputes with other Building Trades Organizations shall be adjusted in accordance with the procedures established by the National Joint Board, or any successor agency of the Building Trades Department.
- C. There shall be no work stoppage because of jurisdictional disputes.

II. SCOPE OF AGREEMENT

- A. All wages and working conditions hereunder shall be effective in all places within the Territorial Jurisdiction of Local Union 198, where Plumbing and Pipefitting work is being performed by the Employer, or by any person, firm or corporation owned or financially controlled by the Employer.
- B. It is understood that no other regulations concerning working rules coming within the area of matters subject to collective bargaining may be adopted by either party without the consent of the other party and such regulations that may be agreed to hereafter by both parties shall be set forth in writing and made a part of this Agreement.
- C. The Union agrees that if during the life of this Agreement it grants to any Employer any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employers under this Agreement and the Union shall immediately notify the Employers of any such concessions.

III. UNION SECURITY

To the extent required by law, all employees who are members of the Union on the effective date of this contract shall be required to remain members of the Union as a condition of employment during the terms of this contract to the extent required by law. All employees may be required to become and remain members of the Union as a condition of employment from and after the thirty-first day following the dates of their employment or the effective date of this contract, whichever is later, to the extent required by law.

IV. HIRING PROCEDURES

- A. The employer shall have the right to determine the competency, desirability and qualifications of the employees, and shall have the right to employ and discharge accordingly.

- A
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- B. In hiring employees the Employer agrees to notify and use the Union as the source for positions covered by the scope of this Agreement. Contractor may hire 50% by name of employees regardless of their position on the out-of-work list that in his opinion, posses special skills required in his employment. General Foreman and Foremen are not included in this tally.
 - C. In the event that the Union cannot provide an individual pursuant to a request by the Company, the following procedure shall apply:
 - 1) With respect to Journeymen and Apprentices, and Pre-Apprentices, the Company is free to utilize outside sources in the event the Union cannot provide a requested individual(s) within 36 hours of the Company's request, but the Company agrees to require such individual to report to the Union Hall within 24 hours of hiring for the processing of a referral under this Agreement.
 - 2) With respect to Foremen and General Foremen, the Company is free to utilize outside sources in the event the Union cannot provide a requested individual(s) within 5 days of the company's request, but the Company agrees to require such individuals to report to the Union Hall within 24 hours of hiring for the processing of a referral under this Agreement.
 - 3) The Company agrees to not utilize such outside sources as a means of replacing or causing the layoff of employees directly referred by the Union.

V. WAGES

(See Appendix "A" for annual increases and fringe benefit contributions)

Rates to become effective at the beginning of the first payroll period.

Working Assessments shall be paid to U.A. Local 198 Health & Welfare Fund in this manner, Two percent (2%) per hour for Journeymen and One percent (1%) per hour for Apprentices on the gross income for hours worked. If working assessment hours do not equal hours worked and paid into U.A. local 198 Health & Welfare, Pension and Education Fund, monies will not be accepted.

There shall be special classification known as Pre-Apprentices. Pre-Apprentices shall constitute one (1) year actual working experience. The rate of pay for Pre-Apprentices shall be 45% of Journeyman. The only fringe paid will be ~~\$4.00~~ \$5.00 *ceb* for Health & Welfare.

The undersigned Contractor Employer agrees to be bound by the following payment and

reporting schedule and schedule of assessments, penalties and fees adopted by the Board of Trustees of the Funds pursuant to its powers and authority as set forth in the Agreements.

1. Each Contractor-Employer shall file monthly reports concerning all employees covered by and participating in the Funds and programs maintained by the Funds, stating the total number of hours worked by said employees.

Amount of fringe benefit contribution to be decided by the membership at any time during the life of this agreement. Employer agrees there will be a late penalty of 20%.

VI. HOURS AND OVERTIME

A. Overtime will be paid at the rate of time and a half on work performed over 10 hours on any given day over 40 hours on any given work week, with the exception of Saturday, which will be paid at time and one half and Sunday and holidays which will be double time. Overtime on all service work will be at one and one-half times the regular rate and only after forty (40) hours.

1. Holidays shall be New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Day after Thanksgiving, and Christmas Day. When a holiday falls on Sunday, the following Monday will be observed. When a holiday falls on Saturday, Friday will be observed.
2. Page 3 - paragraph A: As a mutual agreement between the contractor and the employees covered under this Agreement, four (4) ten (10) hour days per week will be allowed, Monday through Thursday. Friday may be used as a make-up day in the event of a full-lost day.
3. 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 end of preceding day's work shift, and employee who reports for work and for whom work is available shall receive not less than four (4) hours pay, and if more than four (4) hours are worked in any one (1) day, he shall receive not less than a full day's pay. Exceptions however, shall be when strike conditions make it impossible to put such an employee to work, or when stoppage of work is occasioned thereby, or when an employee leaves work of his own accord. Inclement Weather. 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, will receive two- (2) hours pay for reporting time. To be eligible to receive such reporting pay the employee must check in at the job or shop at the regular starting time and remain there for two (2) hours. In order to qualify for the pay provided for in this Article, the employee must remain on the job available for work during the period of time for which he receives pay unless released sooner by the employer's principal

supervisor. After starting to work and work is stopped because of weather conditions, 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.

In the event of obviously inclement weather, the employee shall have the obligation and responsibility to call the company office and confirm that no work is available. In such case, and when it is confirmed that no work is available, no show-up time will be paid.

All jobs will remain open for work the day before and the day after any holiday if that day is a regular scheduled workday. Exception shall be to close by mutual agreement of majority of employees and contractor.

MEAL ALLOWANCE

When an employee is required to work more than three (3) hours of unscheduled overtime beyond his regularly scheduled shift, the contractor will arrange either to have him receive one (1) hot meal or give him \$8.00 in lieu of the meal. This provision will be repeated after each four- (4) hours of overtime thereafter. (Meal allowance is only applicable to unscheduled overtime.

VII. FOREMAN

- A. All General Foreman and/or Foreman shall be practical mechanics of the trade.
- B. Foreman shall act as agent of the Employer only and shall not apply or attempt to apply any regulation, rule, by-law, or provision of the Union Constitution in any respect, or obligation of Union Membership.

VIII. APPRENTICES

No Employer shall use an Apprentice before he has a Journeyman employed. All apprentices are to be directly under the supervision of a journeyman at all times.

IX. UNION REPRESENTATION AND ACCESS TO JOBS

- A. Authorized representatives of the Union shall have access to jobs, through established Employer and/or customer or client procedures, where employees covered by this Agreement are employed.
- B. A steward shall be working Journeymen appointed by the Business Manager or Business Agent of Local Union who shall, in addition to his work as a Journeyman, be permitted to perform during working hours such of his Union duties as cannot

be performed at other times, (it being understood and agreed that the steward's duties shall not include any matters relating to referral, hiring or termination). The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow the steward reasonable amount of time for the performance of such duties.

X. SHIFT WORK

- A. Shift work may be established at the option of the Employer provided it is worked for not less than five (5) consecutive workdays.
- B. The first of day shift shall work a regular eight (8) hour shift. If two (2) shifts are worked, the second shift shall be eight (8) hours for which each employee shall receive pay for the hours worked, plus fifteen percent (15%).

There is no intent in this section to prolong a shift by keeping a minimum number of employees on this work.

- C. When three (3) shifts are worked, the Employer and the Union shall establish mutually acceptable hours and pay.
- D. On larger projects, the Contractor may establish "rolling shifts."

XI. PAY DAY

- A. At employer's discretion, electronic payroll will be used, ~~on a six month trial basis~~. When electronic payroll is used, the employee's money shall be available on the same day that a paper check would have been issued. No more than ~~three (3)~~ ⁽⁵⁾ normal workdays exclusive of payday, shall be withheld on Journeyman or Apprentice's pay.
- B. When employees are laid off or discharged, they shall be paid in full on the job immediately and if required to some other point or to the office of the Employer the employees shall be paid for the time required to go to such places. The case exception shall be when an employee is terminated during an overtime period in which case the Employer shall be allowed until noon of the next regular shift to prepare the premium pay check, without penalty.
- C. Any employee being paid by check that is N.S.F. shall receive compensation at the straight time rate not to exceed eight (8) hours per day until such time that the N.S.F. check is redeemed in cash. Any Employer so issuing a non-negotiable check shall thereafter pay all of his employees in cash. Maximum forty (40) hours straight time per week.
- D. If a holiday falls on Friday or a banking holiday, pay day shall be the preceding day

during work hours.

- E. Accompanying each payment of wages shall be a separate or detachable stub showing total earning, hours worked, and the amount of each deduction.
- F. The Employer agrees to deduct field dues from the weekly pay check of all employees. The Employer will send the total amount of deductions to the Health & Welfare Fund or bank designated by the Fund. These payments will be made in accordance with the terms and conditions of the Trust Agreements establishing the Pension, Annuity, Education, and Health & Welfare Funds. The payments will be mailed to U.A. Local 198 Health & Welfare Funds in care of the Financial Secretary.
- G. A voluntary electronic payroll may be set up at the employers option. An employee could elect to have their paycheck sent directly to his bank account if such a plan is implemented by the employer.

XII. STATEMENT OF CONDITIONS

- A. Journeymen using the welding torch shall perform any of the work of the trade, and shall work under the supervision of the craft foreman.

It is not the intent of the parties signatory hereto to employ qualified welding specialists to perform other than welding except when such is necessary for the practical economic prosecution of the job.

When the Employer requires a welding test, it is agreed that the employee while taking such test shall be in the employ of the Employer.

- B. There shall be no limit on production of workmen or restriction on the full use of proper tools or equipment and there shall not be any task or piecework.
- C. Jurisdictional disputes shall be settled in accordance with the procedure established by the Building Trades Department of AFL-CIO or in special cases as agreed and established by two (2) or more International Unions, without interruption or work or delay to the job.
- D. So-called area practice, not a part of this collective bargaining agreement, shall not be recognized nor shall they be enforced.
- E. There shall be no strikes, work stoppage, or lock out during the processing of any grievance or dispute in accordance with the manner prescribed in this Agreement.
- F. Sanitary and drinking facilities must be available to all journeymen and apprentices

during all working hours, in compliance with the State Sanitary Code. Chemical hand cleaner will be provided upon request when soap and water are not available or adequate. These facilities shall be furnished by the Employer's signatory to this agreement.

- G. All work of the Employer shall be performed under approved safety conditions, which must conform to the standards established by OSHA. The Employer shall have the right to require that the workmen conform to safety measures and regulations.
- H. Any employee who suffers an injury on the job, and such injury requires medical attention, shall be furnished suitable transportation, without unnecessary delay, to the doctor's office or hospital, and return to job or home, on the day of injury as demanded by the situation. By "suitable" is meant a mode of transport that will not of itself incur unnecessary risk of aggravating the injury. The employee who is injured and has to go home shall receive a full day's pay.
- I. Journeymen covered in this Contract shall not be required to work more than sixteen (16) consecutive hours in any one twenty-four (24) hour period and shall have at least eight (8) hours off before being called back on the job.
- J. The Local Unions and the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex national origin, age or disability.
- K. When employees are required to work on pipe or any work of the Pipefitting industry containing acid or chemical which could contaminate his clothing, he shall be furnished wearing apparel and rubber boots. These clothes shall remain on jobs as property of Employer and shall be laundered by Employer.

The loss of work clothes or other wearing apparel suffered by employees due to acids or other unnatural hazard will be refunded by the Company.

- L. Employees losing time from an Employer's payroll, wherein such is necessary to enforce the collection of fringe benefits payments, shall be paid for such time lost by his Employer, but not to exceed eight (8) hours a day or forty (40) hours a week.

In case of Contractors hereinafter newly signatory to or bound by this Agreement or hereinafter commencing operations in this area under this Contract, the Union may, at its discretion, require that they post a security bond with good security (or cash, at the option of the Contractor) with the Board of Trustees of the Health & Welfare Plan, Pension and Trust Plan, and Education Trust Fund, and the Credit Union, to guarantee payment of the contributions due to these various funds under this Agreement. The amount of the bond required must be reasonable under all existing circumstances and calculated to protect

the Trust Funds from loss. The Trustees may collect delinquencies from the bond or cash so deposited and/or from the contractor.

- M. If a workman is welding, burning or assisting welding on galvanized metals, he shall be furnished a pint of milk every four (4) hours or blowers by the Employer.
- N. No shop steward shall be terminated on any job or shop until the Business manager or his designated agent has been notified.
- O. The shop steward shall be notified when any member is to work overtime at least by the end of the next day.
- P. No journeyman shall work at rigging or any type of dangerous work by himself.
- Q. Contractor shall furnish employees parking spaces or shall pay fees for space in vicinity of job.
- R. When an employee is directed to work in the mud, he shall be furnished rubber boots.
- S. No Journeyman shall work at rigging or any type of dangerous work by himself.
- T. The following tools will be furnished by the Journeyman.
 - 1. small tubing cutters
 - 2. three (3) screwdrivers
 - 3. crescent wrenches (6" and 8")
 - 4. channel lock pliers
 - 5. Six foot ruler, or tape
 - 6. pocket level
 - 7. Small ball peen or claw hammer
 - 8. Tool pouch
 - 9. 10'-12' rigid pipe wrench
 - 10. Hacksaw
 - 11. Basin wrench
 - 12. Plumb bob
 - 13. Cold chisel
 - 14. Welding gloves (will be replaced upon presentation of worn out pair)
 - 15. None of the above tools will be replaced if stolen
 - 16. *Tools shall be replaced if broken or worn out
*Exception: no replacement or rules or tapes

The apprentice will furnish the following tools:

1. Ruler
2. Channel lock pliers
3. Crescent wrench (8")
4. 1 pencil

V. The Employer shall furnish OSHA approved heating for the change house.

XIII. GRIEVANCE PROCEDURE

A. All grievances or questions in dispute shall be adjusted by the duly authorized representatives of each of the parties of this agreement. In the event that these two (2) are unable to adjust any matter within forty-eight (48) hours they shall refer it to the Joint Conference Committee.

There shall be a Joint Conference Committee of not less than three (3) representing the Union and not less than three (3) representing the Employer, with equal representation afforded both parties to this Committee, to whom shall be directed any complaints or grievances that may arise over the interpretation of this Agreement to adjust differences without interruption of work. The above Committee

Shall meet monthly or within forty-eight (48) hours after receiving notice by either party to this Agreement to adjust difference that may arise.

C. All matters coming before the Committee shall be decided by a majority vote. Four (4) members of the Committee, two (2) from each of the parties hereto, shall be a quorum for the transaction of business, but such party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

D. In the event the grievance cannot be settled within five (5) days thereafter, it shall be referred to an Arbitration committee consisting of a Representative of the Employer, a Representative of the Union, and a third member to be chosen by those jointly. Should these two arbitrators fail to agree on a third within forty-eight (48) hours, the United States Conciliation and mediation Service shall be requested to submit a list of five (5) Arbitrators with each party, in turn, striking one from this list until the final name remaining shall act as the third arbitrator. The decision of the majority of the arbitrators shall be final and binding on the parties to this Agreement. The company shall have the privilege to make the first deletion.

XIV. INSURANCE

All contractors who sign this Agreement shall carry a \$10,000 voluntary medical insurance policy and also show proof of having paid compensation insurance BI and PD from \$50,000 to \$100,000 coverage to be carried on all vehicles for the duration of this

XV. SUB-JOURNEYMAN

A. There will be a classification known as "SUB-JOURNEYMAN"

- (1) No licensed plumber of Local Union 198 will ever be considered a "sub-journeyman".
- (2) If the company has to hire a licensed plumber off the street to do plumbing work, then he can be classified as a "sub-journeyman" until he becomes a member of Local Union 198. A "sub-journeyman" can receive 90% pay on check. He will receive 100% of the benefits
- (3) If a Local 198 journeyman is hired to do plumbing work only, then he will be considered an unlicensed journeyman and receive 90% pay on check and 100% of the benefits.
- (4) If an apprentice has finished school and passed all of the exit tests, but has not taken and passed his state test, then he will be considered an unlicensed journeyman until he does so, and receive 90% pay on check and 100% of the benefits.
- (5) There shall be no calls for "sub-journeyman".

XVI. STANDARD OF EXCELLENCE

A. All Contractors are fully aware of the United Associations policy for the Standard of Excellence.

contract by having their insurance company verify this by writing letters to the Conference Committee. They shall also show that they are paying Social Security and Old Age Benefits by filing their account numbers with the Conference Committee of the Contractors and Local Union #198.

XV. DURATION

This Agreement shall expire on the 31ST day of August, 2019.

XVI. SAVING CLAUSE

It is not the intent of either party hereto to violate any laws or rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event any provision of this Agreement is held to be unlawful or void by any tribunal having the right to so hold, the remainder of the Agreement shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining parts of this Agreement.

This Agreement entered into this 1st day of September, 2016.

**PLUMBERS AND STEAMFITTERS
LOCAL UNION 198**

[Handwritten signature]

MECHANICAL CONTRACTOR

[Handwritten signature]

Bob BERNHARDT ASSOC. MECH

APPENDIX "A"

The rate of wages shall be as follows:

	September 1, 2016	September 1, 2017	September 1, 2018
JOURNEYMAN	\$38.35	\$39.50	\$40.69
H&W	\$5.00	\$6.00	\$6.00
PENSION	\$7.25	\$7.60	\$7.95
ED.FUND	\$0.25	\$0.25	\$0.25
U.A. EDUCATION	\$0.10	\$0.10	\$0.10
ANNUITY	\$0.44	\$0.44	\$0.44
TOTAL ON CHECK	\$25.31	\$25.11	\$25.95

Ben 14.74

This contract expires August 31, 2019

FOREMAN \$1.00 / Hour above Journeyman Scale
 GENERAL FOREMAN \$0.50 / Hour above Foreman Scale

40.69
25.95

14.74 current Ben
25.95 wages

APPRENTICES:

- 1st year-----52%
- 2nd year-----61%
- 3rd year-----72%
- 4th year-----79%
- 5th year-----85%

14.74
3.6

15.10

5.17

Payroll deductions for Apprentices will be the same as itemized above for Journeyman, except for pension and annuity for which the applicable percentages will apply.

Note: The only exception will be for first year apprentices who will only pay Health and Welfare, the rest of the benefits will be put on his check.

Working Assessments shall be paid to Local 198, 5888 Airline Hwy. B.R. La 70805. Two percent (2%) per hour for Journeymen and One percent (1%) per hour for apprentices on the gross income for hours worked. U.A.Organizing Fund \$.15 per hour on gross income for hours worked and \$0.10 per hour for PAC Fund.

wages 26.95
PROJECT 15.10 Ben

42.05

200