

June 1, 2019

INDUSTRIAL AGREEMENT

By and Between
Mechanical Contractors Association
and
Pipe Fitters Association,
Local Union 597 U.A.

INDUSTRIAL AGREEMENT

Adopted and Effective

June 1, 2019

This Agreement is made as of the first day of June 1, 2019 by and between the Mechanical Contractors Association of Chicago, Illinois (hereinafter for convenience referred to as “Association”), for and on behalf of Employers, and Pipe Fitters Association of Chicago, Illinois, (hereinafter for convenience referred to as “Union”), for and on behalf of Employees. The Union is further identified as Local Union 597 in its affiliation with the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry in its affiliation with the A.F.L.-C.I.O.

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ARTICLE I

Purpose and Intent, Recognition, Definition and Scope of Work

Section 1 – Purpose and Intent

- (a) It is the express purpose and intent of the parties to this Agreement: to promote and improve the relationship between the Association and the Union, and between Employers and Employees; to eliminate strikes and lock-outs and the causes thereof; to facilitate peaceful and orderly resolution of disagreements and disputes; and to enter into contractual relations with respect to wages, hours of work, and other conditions of employment to be faithfully observed by both parties.
- (b) The parties recognize their respective responsibility for, and mutual interest in, continuity of employment gained through efficient service to the customer and sincere fulfillment of their joint obligation to the public in promoting the best interests of the Pipe Fitting Industry.
- (c) It is agreed that during the time of this Agreement, and any extension thereof, there shall be no lock-out by any Employer nor any strike, stoppage, slowdown, picketing or boycott by the Union, any of its members or any Employees.
- (d) This Agreement is limited, and applies only, to Industrial Work, as defined in Section 3 of this Article I.

Section 2 – Recognition

- (a) The Association recognizes the Union, and the Union recognizes the Association, as the exclusive bargaining agency, respectively for Employees and Employers, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for all Employees who perform, and with respect only to, Industrial Work which comes within the Trade and Territorial Jurisdictions of the Union.
- (b) The Employer, upon request of the Union and good cause shown, shall participate in a pre-job conference.

Section 3 – Definitions

The following defined terms, as used in this Agreement, shall have the following meanings:

1. **“Agreement.”** This Industrial Agreement.
2. **“Apprentice.”** An Employee indentured to the Joint Apprenticeship and Training Committee for the purpose of learning the trade and working under the terms of this Agreement.
3. **“Association.”** Mechanical Contractors Association.
4. **“Benefit Fund(s)” or “Benefits.”** The Welfare Fund, the Retirement Fund, the Training Fund, and/or the Individual Account and 401(k) Plan. Also includes the LMCC and the Education Fund.

5. **“Certified Welding Bureau.”** An organization which assists with welding and brazing testing, as well as development of welding and brazing procedures, for the primary benefit of Local Union 597 Pipe Fitters and Employers who are signatory with Local Union 597, Chicago, Illinois.
6. **“D.D.C.”** Installation and calibration of direct digital control systems and their appurtenances for any piping, heating or air conditioning system.
7. **“Day Shift.”** (First Shift) Eight (8) hour work period, established pursuant to Article IV, Section 1.
8. **“Downturn.”** A scheduled, twenty-four (24) hour or less period of time when the owner’s production equipment is shut down for periodic maintenance and repair.
9. **“Education Fund.”** Chicago Area Mechanical Contracting Industry Improvement Trust created by Trust Agreement dated January 13, 1981, as amended thereafter.
10. **“Education Fund Trustees.”** Trustees of the Education Fund, also known as the Industry Fund.
11. **“Employee.”** An Employer’s employee who performs Industrial Work in the Territorial Jurisdiction falling within the Trade Jurisdiction.
12. **“Employer.”** A member of the Association or a non-member of the Association who subscribes to this Agreement.
13. **“Evening Shift,”** or, **“Evening Shift Hours.”** (Second Shift) Eight (8) hour work period established pursuant to Article IV, Section 4 (b) (except on jobs worked under Art. IV, Sec. 6).
14. **“Fuel Burning Equipment.”** Mechanical apparatus for the burning of fossil fuel in heating systems.
15. **“Health and Safety Requirements.”** Safety and health statutes, standards, rules, regulations and orders as referred to in Article V, Section 8.
16. **“Holiday.”** A day specified in Article IV, Section 3, and an alternate day to be observed as a Holiday in accordance with Article IV, Section 3 (except on jobs worked under Art. IV, Sec. 6).
17. **“Industrial Maintenance and Construction Work (Industrial Work).”** Identifies maintenance and construction work, as set out in Section 4 of this Article I for maintenance and construction work industrial in nature (generally defined as operations related to heavy manufacturing and production such as steel and paper mills, refineries, nuclear and fossil fueled power generating facilities, chemical plants, etc.). Maintenance is defined as being Modification, Repair, Replacement, and Renovation performed for an owner at the owner’s request for conditions similar to an agreement between the owner and an Employer under a National Maintenance Agreement Policy Committee Agreement as used in this definition:
 - a. “Modification” means addition to, or improvement of existing systems, or facilities;
 - b. “Repair” means restoration of existing facilities to efficient operating condition by replacement or revamping of parts;
 - c. “Existing Facilities” means a constructed unit already completed;

- d. "Construction" is defined as a new facility even though such unit may or may not be constructed on the same property or premises on which completed facilities already exist.
18. **Joint Arbitration Board.** The entity consisting of an equal number of members appointed by the Union and by the Association to conduct bargaining negotiations and to arbitrate disputes and disagreements in accordance with Article X.
19. **"Journeyman" or "Building Trades Journeyman."** A Journeyman Union Pipe Fitter performing work within the Trade Jurisdiction.
20. **"Leachate System."** A gas and chemical extraction, collection, and process system.
21. **"Machine Cutting."** The use of any type of equipment designed for precision cutting for piping systems.
22. **"Mechanical System."** A combination of any mechanical equipment components and/or controls that fall within the Trade Jurisdiction, including the interconnecting piping.
23. **"Medical Gas."** Piping systems used for transportation of medical gases.
24. **"Night Shift" or "Night Shift Hours."** (Third Shift) Eight (8) hour work period established pursuant to Article IV, Section 4(c) (except on jobs worked under Art. IV, Sec. 6).
25. **"Orbital Welding."** The setup, operation, and repair of G.T.A.W. and/or G.M.A.W. welding equipment.
26. **"Retirement Fund."** Pipe Fitters' Retirement Fund, Local Union 597, created by Declaration of Trust, dated June 25, 1953, as amended thereafter.
27. **"Show-Up Time."** Compensable non-working time as provided in Article V, Section 11.
28. **"Standard Work Day."** The eight and one-half (8 ½) consecutive hours work period established pursuant to Article IV, Section 1 (except on jobs worked under Art. IV, Sec. 6).
29. **"Standard Work Week."** The forty (40) hour Monday through Friday period established pursuant to Article IV, Section 1.
30. **"Straight Time Rate."** The hourly wage rate established by the Joint Arbitration Board for the respective job classification.
31. **"Supervisory Personnel."** General Superintendent, Superintendent, General Foremen, and Foremen. An Employee who is so classified by the Employer and who is a Union Journeyman Pipe Fitter. The selection of supervisory personnel is solely the responsibility and choice of the signatory Employer. The Employer may request from Employees a resume to aid him in the selection of supervisory personnel. (Article VI)
32. **"Territorial Jurisdiction."** The geographic area within which jurisdiction has been assigned to the Union by the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, as set out in Article II, Section 1.
33. **"Thermal Oxidizer or Thermal Incinerator."** A process unit for air pollution control.

34. **“Trade Jurisdiction.”** The work over which the Union has jurisdiction, as set out in Article II, Section 2, or jurisdiction of work that may in the future be awarded to them.
35. **Training Fund.”** Pipe Fitters Training Fund, Local Union 597, created by Declaration of Trust, dated May 21, 1964, as amended thereafter.
36. **“Trustees – Welfare, Retirement, Training, Individual Account and 401(k) Plan.”** A Board of Trustees consisting of an equal number of persons appointed by the Union and by the Association to manage the Benefit Funds pursuant to the applicable Trust Agreements.
37. **“Union.”** Pipe Fitters Association Local Union 597, an affiliate of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, an affiliate of the A.F.L.-C.I.O.
38. **“Valve Repair.”** All work associated with the repair of all valves and all valve actuators.
39. **“Wage-Work Assessment.”** The amount to be deducted from an Employee’s wage pursuant to Article III, Section 3.
40. **“Welfare Fund.”** Pipe Fitters’ Welfare Fund, Local Union 597, created by Declaration of Trust, dated October 27, 1949, as amended thereafter.
41. **“Individual Account and 401(k) Plan.”** Pipe Fitter’s Individual Account and 401(k) Plan created by Declaration of Trust dated December 1998 as amended thereafter.

Section 4 – Scope of Work

- (a) This Agreement covers that Industrial Work assigned by the owner to the Employer and performed by the Employer’s Employees.
- (b) It is agreed that the owner may choose to perform, directly subcontract or purchase any part or parts of the work necessary on its project.

ARTICLE II

Jurisdiction

Section 1 – Territorial Scope of Agreement

The area in which this Agreement shall apply shall cover all operations in the counties of Bureau, Cook, DeKalb, DuPage, Grundy, Iroquois, Kankakee, Kane, Kendall, Lake, LaSalle, McHenry, Putnam, Will and those portions of, Livingston, Marshall, and Woodford Counties in the State of Illinois to which Territorial Jurisdiction has been assigned or may in the future be assigned to the Union by the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry and in the Counties of Lake, LaPorte, Porter, Newton and Jasper in the State of Indiana, and all counties or areas to which Territorial Jurisdiction has been assigned or may in the future be assigned to the Union by the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry.

Section 2 – Trade Jurisdiction

This Agreement shall apply to Employees who perform work which comes within the Trade Jurisdiction of the Union in the Pipe Fitting Industry in all its divisions, branches and aspects, and more particularly described as follows:

Pipe Fitters' Jurisdiction

- (a) The handling, setting, moving, fabricating, assembling, installation, maintenance, repair and service of all piping systems and their associated equipment used for the transfer of heat, fluids, solids, chemicals or gas. This shall include but not be limited to, industrial process piping, hydraulic power piping, steam and hot water heating, refrigerating, air conditioning, power piping, pneumatic temperature control piping, high and low pressure boilers, stokers, gas, oil or coal burning units, sewage disposal plants, central distribution and booster stations, water filtration plants, sterilization equipment, leachate systems and flue gas recirculation systems.
Including all piping systems, including flue gas recirculation systems, used to convey collect or distribute steam, water, air, gas, coal, ash, dust, chemicals, vacuum, brine, ammonia, oil, or other fluids or other commercial products manufacturer, or in the course of manufacture, including cooling work of every description.
- (b) The handling, setting, moving, erecting, fabricating, assembling and installation of all piping, pipe supports, guides, restraints, and anchors of or for all equipment, vessels, pumps, apparatus, and appurtenances in all fossil fueled, nuclear fueled generating stations, and in all solar energy and geothermal power systems.
- (c) The handling, setting, moving, fabrication, assembling, maintenance, repair, service and installation of all equipment, apparatus and appurtenances in the connection of all hydronic solar heating and/or cooling systems.
- (d) The handling, assembling and setting of sectional steam, hot water and packaged boilers, boiler fronts, soot blowers, all circulating piping, economizers and superheaters when not component parts of a boiler, and other boiler component parts. The installation and piping of instruments, panel boards, thermal oxidizers, and attaching of all boiler and trim.
- (e) The rigging, handling, and setting of all equipment including heat exchangers, submerged heat exchangers, self-contained vessels and all other equipment with piping connected to and/or from for heat transfer purposes.
- (f) All piping, regardless of material, for fire quenching purposes, by water, steam, gas, chemicals or other methods.
- (g) The fabrication and installation of all pipe joints of piping systems described in this Agreement, regardless of method or mode, including but not limited to cutting, end preparation, assembling, threading, welding, gluing, grooving, fusing and mechanical. Operation and setup of onsite machining equipment used for piping cutoff and pipe end and fitting preparation.
- (h) The setup, operation and repair of automatic G.T.A.W. and G.M.A.W. orbital welding equipment.
- (i) Fusion welding, cementing and all methods of combining plastic piping.

- (j) The unloading, handling, and installation of hangers, supports, brackets, guides, restraints and anchors, consisting of any and all types of materials, for the support of or directly attached to a piping system or any part or component of a piping system.
- (k) The dismantling or removal of piping and equipment to be reinstalled or replaced in kind that is preliminary or incidental to or connected with the performance of the Employer's work. This includes the cutting, capping and dropping of pipe to a mutually agreeable area and the disconnecting of equipment such as boilers, chillers, tanks, exchangers, pumps, and unit ventilators.
- (l) The cutting necessary on all types of construction for the reception of all piping or setting of sleeves, inserts, and thimbles for piping and hangers and boxes for hangers for piping in this trade. The operation of any and all equipment, mechanical, electrical or manual, in conjunction with cutting, coring, or destructing of any type of construction in order to create a piping passageway at the job site.
- (m) Where it is necessary for the erection of piping work to utilize special rigging equipment, helicopters, or other specialized lifting facilities not reasonably available to the Employer, and where it is necessary to employ others to operate said equipment, Pipe Fitters shall be employed to supervise and assist said erection.
- (n) Installation and calibration of all mechanical control devices, direct digital control systems and their appurtenances for a building management system.
- (o) Installation of fiber optic cables and controls for refrigeration and heating systems.
- (p) All piping and work associated with the testing, flushing, balancing, calibration, adjusting and final adjustment of all systems installed by Employers signatory to this agreement.
- (q) Fabrication and installation of all medical gas and deionized water systems. Fusion of medical gas fittings shall be done by certified Pipe Fitters.
- (r) Repairing and packing of all valves including control valves and actuators at the job site, except when sent to the manufacturer or Owner's designated representative.
- (s) Performance of quality control of all piping work performed within the Pipe Fitter's Trade Jurisdiction including but not limited to inspections and recording of fit ups, welds and mechanical joints. This includes the verification of materials, dimensions, welding requirements, flange management, hydraulic torque bolting, certified bolt torques, and the jobsite performance and execution of pressure testing, but excluding any engineering work.
- (t) The nondestructive examination of pipe welds by the dye-penetrant method.
- (u) The use and handling of tools, machinery and appliances necessary in the performance of work within the Pipe Fitters Trade Jurisdiction.
- (v) Live line leak sealing, pipe wrapping, and repair by fiberglass, epoxy, and cladding of any materials on piping systems.
- (w) Operation and set-up of machining equipment used for cut off, end prep for piping flanges and such.

- (x) The unloading, handling, rigging, setting and connecting of all completed vessels that are an integral part of piping systems.
- (y) The handling, setting, moving, and assembly of the temporary heating system after the initial installation and startup. These systems utilize water, oil, gas or propane. This work includes but is not limited to heaters, hoses, supports and associated piping.
- (z) All other work as may be determined to be within the Pipe Fitters Trade Jurisdiction.

Section 3 – Pipe Fitters’ Welding

- (a) In the interest of public safety, no Employer shall require an Employee to do any welding unless the welding is performed under a recognized welding procedure specification. Said Employee shall be required to perform welding in accordance with an appropriate process at intervals as governed by the ASME Code and said Employee shall pass a requalification test at intervals as required by the ASME Code or the Certified Welding Bureau, and/or U.A. certification test.
- (b) The Employer shall provide competent supervision and proper equipment and shall operate under acceptable procedures as provided above.
- (c) An Employee shall be paid the negotiated wage while taking a welding qualification or re-qualification test, when required by the Employer.

Section 4 – Fabrication

Process Piping: Piping systems for purposes other than comfort heating, comfort cooling, and comfort refrigeration systems:

- (a) May be fabricated on the job site or in the shop, except piping TWO INCHES (2”) and under shall be done on the job site. Where the word “shop” is used in this Section 4(c) it shall be defined as the shop of the direct Employer, or a pipe fabricating shop under agreement with the United Association or one of its local unions. A pipe fabricating shop is further defined as one that by reason of a collective bargaining agreement or by reason of company policy, pays its Journeymen Pipe Fitters and their Apprentices performing such shop fabrication, a wage rate at least equal to the building and construction trade’s wage rate established for building and construction work in the geographical area in which the shop is located.
- (b) Process Piping TWO INCHES (2”) and under – The Employer may petition the Joint Arbitration Board in writing for exception to the job-site fabrication requirement. Upon receipt of such request for exception, the Joint Arbitration Board may, after due consideration and in its sole judgment and discretion, waive the requirement of job-site fabrication as it relates to fabrication of process piping and provided such off-site fabrication shall be performed by the Employer at any site within the Territorial Jurisdiction. Under no circumstances shall the Employer proceed with the fabrication without the written approval of the Joint Arbitration Board.
- (c) Fabrication Shop: Notwithstanding the foregoing clauses (a) and (b), the Employer may petition the Joint Arbitration Board in writing to establish an “approved fabrication shop” at any location within the territorial jurisdiction (other than a job site) for the fabrication of piping configurations under the provisions of this Agreement. The Joint Arbitration Board may, after due consideration and in its

sole judgment and discretion, waive the requirement of separate job requests for exception, and permit piping of any size and application to be fabricated in said “approved shop” on an ongoing basis.

Upon request by the Union, the Employer will notify the Union of the names and Social Security Numbers of all persons working on off-site fabrication permitted under this Section 4.

- (d) None of the provisions in this Section 4 shall be applicable where the following conditions are met:
1. The Employer’s shop, wherein the pipe is fabricated, is located within the Territorial Jurisdiction, and
 2. The fabrication of pipe in the shop is performed by members of the Union.

ARTICLE III

Wages and Benefit Funds

Section 1 – Wage Rates

- (a) **Establishment of Rates:** The hourly rate of wages to be paid by Employers to Employees shall at all times be at the rate currently established through negotiations conducted by the Joint Arbitration Board, or pursuant to negotiations properly concluded through said Board which may hereafter be adopted from time to time.
- (b) **Manner of Wage Payment:** Wages shall be paid weekly to all Employees. Payment may be made: in person to the Employee, by mailing, or by direct bank deposit (if offered by the Employer and accepted by the Employee). In instances where payment is made by personal delivery, such payment must be delivered to the Employee within three (3) regular working days immediately following the termination of each pay period.
- (c) **Payment by Mail:** In instances where payment is made by mailing, the Employer shall within three (3) regular working days immediately following the termination of each pay period deposit Employee’s pay in the United States mail, in an envelope properly addressed to the Employee, postage prepaid. However, if the check is not received by the end of the next pay period, the Employer, at the request of the Employee, will re-issue the check. The Employer shall have the check delivered to the Employee’s home by overnight mail, or made available for pick-up by the Employee at the job site or Employer’s office.
- (d) **Payment in Cases of Quitting and Termination for Cause:** The Employee’s Wages shall be paid on the next regular pay day as provided for in sub-section (c) above in instances where the Employee terminates the Employee’s employment, or where the Employer terminates the Employee for any of the following causes: 1) Non-Compliance with the Substance Abuse Testing Policy during the period set forth in Article V, Section 11 of this Agreement; 2) Third or Subsequent Confirmed Instance of Non-Compliance under the Substance Abuse Testing Policy; 3) tardiness; 4) absenteeism; 5) failure to perform reasonable work assignments; or 6) failure to observe safety rules.
- (e) **Payment When Employer Terminates for Other than Cause:** In instances where the Employer terminates an Employee for other than cause, the Employer shall pay all monies, wages and expenses due to the Employee up to the hour of termination, subject to the provisions of this Agreement.

Payment shall be made at the time of termination on the job site. If termination of an Employee should come on Saturday, Sunday or a Holiday, payment for all work through the time of termination shall be mailed on the next Standard Work Day as provided in item (c) , above, or be made available for pick-up at the Employer's office, at the terminated Employee's discretion.

- (f) **Payment for Employee Time Spent Undergoing Substance Abuse Testing:** The Employee shall have the right to complete the Substance Abuse Testing at either the beginning or end of his/her shift but only as follows:
- If the Employee chooses to take the test at the beginning of the shift, he/she may report to the jobsite up to two (2) hours after the beginning of the shift. If the Employee can demonstrate additional delay caused by extraordinary weather or traffic conditions, the normal two (2) hour allowance will be increased up to a maximum of three (3) hours accordingly. Upon verification that the Employee has completed the testing requirement, the Employer shall pay the Benefits as if the Employee fully completed his/her shift; or
 - If the Employee chooses to take the test at the end of the shift, the Employer shall release the Employee from the job site no less than two (2) hours prior to the time the Employee is normally released from the job site at the end of the shift. Upon verification that the Employee has completed the testing requirement, the Employer shall pay the Benefits as if the Employee fully completed his/her shift; or
 - The Employee may also choose to take the test on his/her own time outside of his/her normal shift. Upon verification that the Employee has completed the testing requirement on his/her own time, the Employer shall pay the Employee an additional lump sum amount on his/her next regularly scheduled paycheck in accordance with the amount established by the Joint Arbitration Board from time to time.

Section 2 – Benefit Fund Contributions and Payments

Each Employer hereby agrees to be bound to the Agreement and Declarations of Trust for each Benefit Fund. The Agreement and Declarations of Trust are hereby continued in full force and effect for the term of this Agreement. Each Employer shall:

- (a) Contribute, in addition to the established wage rates, into the Benefit Funds, such sum or sums as may be properly determined from time to time through negotiations conducted by the Joint Arbitration Board with contributions computed only on hours actually worked; and
- (b) Deduct from the pre-tax pay of any participating Employee such sums as he or she may properly designate and forward these sums to the Individual Account and 401(k) Plan.

Section 3 – Wage-Work Assessment, Education Fund Contribution and Labor Management Cooperation Committee Contribution

- (a) Each Employer shall deduct from the wages of each Employee, other than Employees who (in accordance with a written notice from the Union to the Employer) have not authorized such deduction, such amount of Wage-Work Assessment as the Union shall have given notice to the Employer is due to the Union, and shall remit said monies to the Union monthly. The Union hereby represents and warrants that it has and will maintain signed written authorization for such wage deduction from all Employees except only such Employees as it shall have notified the Employer, in writing, have not signed such authorization. The Union agrees to and shall indemnify and hold each

Employer harmless from and against all claim, expense and liability with respect to any wage deductions made in accordance herewith.

- (b) Each Employer shall pay to the Education Fund contributions at the rate currently established through negotiations conducted by the Joint Arbitration Board, or pursuant to negotiations properly concluded through said Board hereafter.
- (c) **Labor-Management Cooperation Committee.** The parties hereby establish a Labor-Management Cooperation Committee known as the Pipe Fitting Council of Greater Chicago (“PFCGC”), which is a joint trust established pursuant to an agreement between the Union and the Association.

Each Employer hereby agrees to be bound to the Declaration of Trust for the PFCGC. Each Employer shall contribute, in addition to the established wage rates and contributions to the Benefit Funds, such sum or sums as may be properly determined from time to time through negotiations conducted by the Joint Arbitration Board with contributions computed only on hours actually worked.

Section 4 – Failure to Comply-Penalty

- (a) It shall be considered a violation of the terms and conditions of this Agreement, and shall be a cause for cancellation of this Agreement as to an Employer, if an Employer shall fail, after reasonable notice from the Trustees, or the Union or the Education Fund Trustees, as the case may be, to furnish reports, pay Benefit Funds or Education Fund contributions or Wage-Work Assessments or to comply with the rules and regulations formulated and promulgated by the Trustees, or by the Union, or by the Education Fund Trustees, as the case may be.
- (b) The Union may cancel this Agreement as to any Employer under Section 4(a) in the following circumstances:
 - 1. the Employer is more than fifty percent (50%) delinquent in its total contributions required to be made pursuant to Section 2 and 3 of Article III for any month and fails and/or refuses – after written notice of any delinquency – to remit the delinquent contributions within thirty (30) days of such notice;
 - 2. the Board of Trustees of any one Benefit Fund approves cancellation; or
 - 3. the Employer fails to procure and maintain a Surety Bond as described in Article IX, Section (c).
- (c) Written notice of the Union’s intent to cancel the Agreement under Section 4(b) shall be provided to the Employer and the Association. Cancellation of this Agreement as to any specific Employer may be reviewed by the Joint Arbitration Board upon timely request by the Association. A request to review by the Association shall be considered timely if made within ten (10) days of the date the Union sends notice to the Association. Absent a timely request to review, the decision to cancel shall become final.
- (d) The Union shall have the right, upon seven (7) days written notice to the Employer, to withdraw Employees from any Employer who has failed to furnish reports, pay Benefit Funds or Education Fund contributions or Wage-Work Assessments, secure and maintain a Surety Bond as described in Article IX Section (c), or to comply with the rules and regulations formulated and promulgated by the Trustees, the Union, or the Education Fund Trustees, as the case may be. The Employees may

be withheld from the Employer until all Benefit Funds or Education Fund contributions or Wage-Work Assessments are paid, all reports are properly completed and submitted, a Surety Bond is secured and maintained, and/or until a settlement is reached between the Benefit Funds, the Union and the Employer.

The Union and the Association agree that the withdrawal of any Employees for any of the reasons set forth in this Section shall not constitute a work stoppage and/or strike under Article I, Section 1(c) or Article X, Section 5(b).

Section 5 – Failure to Pay

- (a) Any Employer who fails to pay contributions to the Benefit Funds pursuant to Section 2, or to pay contributions to the Education Fund under Section 3(b), in the correct amount and in a timely manner shall pay liquidated damages in such amount as shall be established by the respective Benefit Funds and the Education Fund. Payment of all such amounts is untimely unless received by the fifteenth (15th) of each month for the prior month's work. In addition thereto, such Employer shall pay interest in an amount equal to one percent per month of the delinquent contributions, or such other rate of interest as may be established by the respective Benefit Funds and the Education Fund. Finally, such Employer shall be responsible for the Benefit Fund's and/or the Education Fund's attorney's fees and costs in collection of unpaid contributions, liquidated damages and interest.
- (b) The Benefit Funds Trustees, the Union, and the Education Fund Trustees, as the case may be, shall have authority to waive all or part of such liquidated damages and interest due to it or its Fund.
- (c) Any suit or charge for failure to make payments under this Article by the Trustees, the Union and/or the Education Fund Trustees, as the case may be, shall not require prior resort to the Joint Arbitration Board under Article X of this Agreement.

Section 6 – Renegotiation

The wages, hours, funds contributions, and Wage-Work Assessment and the effective periods thereof shall be by agreement determined through negotiations by the Joint Arbitration Board. They shall be subject to renegotiation upon notice given by either the Union or the Association to the other not later than January 1 of any year during the term of this Agreement. Upon the service of said notice the parties hereto agree to negotiate through the Joint Arbitration Board and endeavor to complete such negotiation before the first day of the following April. The results of negotiations by the Joint Arbitration Board under the conditions and within the time specified in this section shall become effective on the first day of June or at such subsequent time as the Board may determine following such negotiation.

ARTICLE IV

Working Hours and Rates

Section 1 – Standard Work Week and Standard Work Day

- (a) Subject to the provisions of Article V, the Standard Work Day shall be an established eight (8) hour work period between the hours of 6:00 a.m. and 5:00 p.m., plus an unpaid thirty (30) minute lunch period. The Standard Work Week shall consist of forty (40) hours of work, Monday through Friday inclusive.

- (b) On any project when the job conditions dictate a change in the established starting time and/or a staggered lunch period on certain work on the project or with individual crafts, the Employer shall request Joint Arbitration Board approval of such changes.

Section 2 – Overtime

- (a) All work performed beyond or in excess of, eight (8) hours during the Standard Work Day, shall be considered overtime.
- (b) When an Employee works through two (2) consecutive shifts the Employee shall remain on the appropriate overtime rate for the hours the Employee works until he receives a shift break of a minimum of seven (7) hours prior to commencing work on the Employee’s normally established shift. If an Employee cannot receive a seven (7) hour work break prior to reporting for the normal established shift, then the Employer may instruct the Employee to report to work at a time that satisfies the seven (7) hour work break requirement. In these instances, the Employee would not be penalized for lost wages due to working an abbreviated shift.
- (c) All work performed before and after the established Standard Work Day, Monday through Friday, and all work performed between 12:01 a.m. and Midnight on Saturday shall be paid for at the rate of one and one-half times the Straight Time Rate. All work performed between 12:01 a.m. and Midnight on Sundays and Holidays and days observed as Holidays as set forth in Article IV, Section 3 (b), shall be paid for at the rate of double the Straight Time Rate.
- (d) The provisions of this Section 3 shall not apply to Shift Time governed by Sections 4 and 6 of this Article IV.
- (e) Each Employee shall be paid for work no less than the same multiple of his straight time rate or other allowances than the straight time rate multiple or other allowances paid by his Employer to any other craft employee employed on the same project.

Section 3 – Holidays

- (a) The following days shall be recognized as Holidays and shall not be regular work days: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.
- (b) When a Holiday, as defined, falls on a Sunday, the following Monday shall be observed as that Holiday.

Section 4 – Shift Time: Working By the Clock

This Section shall apply to all projects or sites except those wherein a National Maintenance Agreement has been approved.

- (a) **Shifts:** The Employer may establish an “Evening Shift” and/or a “Night Shift” in addition to a Standard Work Day (“Day Shift”) as defined in Section 1. Said Shifts shall be established for a minimum of three (3) consecutive working days for each such shift that is established. If there is no Day Shift, and an Evening Shift and/or a Night Shift is required, all hours worked on said Evening or Night Shifts shall be at the appropriate overtime rate in lieu of the provisions in clauses (b), (c) and (e) through (h) of this Section 4.

- (b) **Evening Shift:** The Evening Shift shall consist of eight (8) hours of work (“Evening Shift Hours”) beginning at any time between 2:30 p.m. and 4:30 p.m. which shall be paid for at the regular Straight Time Rate, plus a 10% premium. Hours worked in excess of Evening Shift hours instead receive overtime pay computed in accordance with Clause (e) for work.
- (c) **Night Shift:** The Night Shift shall consist of eight (8) hours of work (“Night Shift Hours”) beginning at any time between 10:30 p.m. and 12:30 a.m. which shall be paid the Employees Straight Time Rate, plus a 10% premium. Hours worked in excess of Night Shift hours instead receive overtime pay computed in accordance with Clause (e) for work.
- (d) **Lunch Period for Evening and Night Shifts:** In addition to Shift Hours, each Employee on the Evening or Night Shift shall be entitled to a one-half (½) hour unpaid lunch period. The lunch period shall occur approximately four (4) hours after the start of any such shift.
- (e) **Evening and Night Shifts including a Saturday, Sunday, or Holiday:** Evening and Night Shifts worked entirely on, or overlapping on, a Saturday, Sunday or a Holiday shall be paid for as follows in lieu of the pay provided in Clauses (b) and (c) of this Section 4:
 - (1) The Employee’s Straight Time Rate plus a 10% premium for all hours worked on a Monday through Friday that is not a Holiday or days observed as a Holiday.
 - (2) One and one-half (1 ½) times the Employee’s Straight Time Rate for all hours worked on a Saturday.
 - (3) Two (2) times the Employee’s Straight Time Rate for all hours worked on Sunday, or a Holiday or days observed as a Holiday.
- (f) **10-Hour Shift**
 - (1) (a) **Day 10-Hour Shift** – shall consist of a ten and one-half (10 ½) hour period commencing at a time determined in accordance with Section 1(a) or 1(b) of Article IV. The first eight (8) hours of work shall be paid for at the Employee’s Straight Time Rate and all hours of work in excess of eight (8) hours shall be paid for at one and one & half (1 ½) times the Employee’s Straight Time Rate;
 - (b) **Night 10-Hour Shift** – shall consist of a ten and one-half (10 ½) hour period commencing on or after 4:30 p.m. The first eight (8) hours of work shall be paid for at the Employee’s regular Straight Time Rate, plus a 10% premium. Straight Time Rate and all hours of work in excess of eight (8) hours shall be paid for at one and one-half times (1 ½) the Employee’s Straight Time Rate.
 - (2) There shall be an unpaid one half (½) hour lunch period commencing approximately at the end of the first four (4) hours of the Shift;
 - (3) Hours worked on Ten (10) Hour Shifts which are entirely on, or overlap, a Saturday, Sunday, or Holiday shall be paid for as follows:
 - (a) If on a Saturday, at one and one half times (1 ½) the Employee’s Straight Time Rate.
 - (b) If on a Sunday, or a Holiday, at two (2) times the Employee’s Straight Time Rate.
 - (c) Fringes and wage assessments shall be paid on ten (10) hours for each shift.

- (g) **12-Hour Shifts:** shall not be worked without prior written approval of the Joint Arbitration Board.
- (1) Payment for hours worked shall be “by the clock” with straight time applicable for the first eight (8) hours of work Monday through Friday and one and one-half times (1 ½) thereafter with the exception of the hours falling on, or overlapping, a Saturday, Sunday, or Holiday, which shall be paid one and one-half (1 ½) times on Saturday and two (2) times on Sunday, or a Holiday, or days observed as a Holiday;
 - (2) There shall be a paid one-half (½) hour lunch in the first four (4) hours of each shift;
 - (3) There shall be a paid twenty (20) minute “safety break” after eight (8) hours of each shift;
 - (4) Fringes and wage assessments shall be paid on twelve (12) hours for each shift;
- (h) **Overtime:** All hours, before or after, or in excess of, Evening Shift Hours or Night Shift Hours that are worked on Monday through Friday shall be paid for at one and one half times (1 ½) the Employee’s Straight Time Rate plus the applicable per hour shift additive.
- (i) **Incomplete Shift Work:** An Employee who works less than all Shift Hours, whether due to starting late or quitting early, or otherwise, shall be paid as follows in lieu of any other pay provisions:
- (1) The Employee’s rate as defined in Article IV, Section 4 for all hours worked on Monday through Friday; plus
 - (2) One and one-half (1 ½) times the Employee’s Straight Time Rate for all hours worked before or after Shift Hours, or in excess of eight (8) hours, worked on Monday through Friday and for all hours worked on Saturday; plus
 - (3) Two (2) times the Employee’s Straight Time Rate for all hours worked on Sunday or a Holiday or days observed as Holidays.
- (j) **No Two Successive Shifts:** No pipe fitter shall work in two (2) successive shifts except Supervisory Personnel who, if working, shall receive the regular overtime for all time in excess of one shift per day (except as provided in Article IV, Sec. 2, (b)).
- (k) **Payment of Funds and Assessments:** Benefit Funds, Education Fund and LMCC contributions shall apply only to hours actually worked. On second and third shifts, the Wage Work Assessment shall be paid on eight (8) hours (or time actually worked if less than a full shift).
- (l) **Shift Time: Construction Work:** When the owner of a job or jobs desires to work the Employees of all crafts employed on the aforementioned job or jobs for ten (10) hours on four (4) consecutive days rather than eight (8) hours on five (5) consecutive days, Employees will be allowed to do so at the straight time wage under the following stipulations:
1. The four (4) consecutive days shall be either Monday through Thursday or Tuesday through Friday with all Employees on a job working the same four (4) days;

2. There shall be no fifth day “make up day”, regardless of the reason for any interruption on the four (4) consecutive days;
3. Any work performed in excess of ten (10) hours per day on any of the ten (10) hour work days will be paid at one and one-half (1 ½) times the base wage as shall any work performed on a Monday or Friday which is not a part of the assigned four (4) day/ten (10) hours per day work week (until such time as the Employee is reassigned, in advance, to a regular Monday through Friday – eight (8) hour per day work week) and any work performed on Saturdays. Any work performed on Sundays and Holidays will be at two (2) times the base wage.
4. A request to work under the above conditions shall be submitted to the Business Manager before any job begins.

Section 5 – Downturn Maintenance Shift Time

Downturn Maintenance Shift Time is a scheduled, twenty-four (24) hour or less period of time when the owner’s production equipment is shut down for periodic maintenance and review. Downturn shift work may be worked at the regular shift rate as provided in Article IV, Section 4, subject to the following conditions:

- (1) The nature of the maintenance work being performed requires downturn time of owner’s equipment, which is beyond the Employer’s control;
- (2) The Employee must be notified prior to the start of the shift.

Section 6 – Shift Time: Working By the Shift

This section shall apply to all of those projects or sites where the National Maintenance Agreement has been approved and whereby all shift work is worked “By the Shift” rather than “By the Clock.” It should be noted however, that prior to implementation of Article IV, Sections 6, 7, 8 & 9, it will be the Employer’s responsibility to request and fill out an application form from L.U. 597. Working “By the Shift” in accordance with Article IV, Sections 6, 7, 8 & 9 of this agreement will not be permitted without written authorization from the L.U. 597 Business Manager.

- (1) Eight (8) hours per day shall constitute a day’s work and forty (40) hours per week, Monday to Friday, inclusive, shall constitute a week’s work. The regular starting time shall be eight (8) o’clock A.M. and the regular quitting time shall be four-thirty (4:30) o’clock P.M.; lunch time shall be twelve (12) o’clock to twelve thirty (12:30) o’clock P.M.
- (2) When Shifts are required, the first shift shall work eight (8) hours at the regular straight-time rate. The second shift shall work eight (8) hours at the regular straight-time rate, plus a \$2.00 per hour shift additive. The third shift shall work eight (8) hours at the regular straight-time rate, plus a \$2.25 per hour shift additive. A thirty (30) minute lunch period shall be mutually agreed upon by the job Superintendent and the Union Representative and shall not be considered as time worked.
- (3) All time worked before and after the established work day of eight (8) hours, Monday through Friday, shall be paid at the appropriate overtime rate. All work commencing with the beginning of the established work day on Saturday shall be paid at the rate of time and one-half. All work commencing with the beginning of the established work day on Sundays and/or Holidays shall be paid at the rate of double-time.

- (4) By mutual consent of the Employer and the Union, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. For the purpose of this Article, the standard work day of eight (8) hours for the job or portion thereof to which any such change of starting time applies shall begin with such agreed starting time.
- (5) Employees shall be at their posts prepared to start work at the regular starting time.
- (6) An Employee who is referred for employment and is scheduled for less than forty (40) hours of work (from the date of hire to date of termination), shall receive overtime pay for all hours worked in excess of eight (8) hours per day.
- (7) When an Employee works through two (2) consecutive shifts the Employee shall remain on the appropriate overtime rate for the hours the Employee works until the Employee receives a shift break of a minimum of seven (7) hours prior to commencing work on the Employee's normally established shift. If an Employee cannot receive a seven (7) hour work break prior to reporting for the normal established shift, then the Employer may instruct the Employee to report to work at a time that satisfies the seven (7) hour work break requirement. In these instances, the Employee would not be penalized for lost wages due to working an abbreviated shift.
- (8) It is hereby understood (for interpretation purposes) that any current or future policy decisions of the National Maintenance Agreements Policy Committee regarding Article IV, Sections 6, 7, 8 & 9 of this Industrial Agreement, and similar relative Articles, Sections, and Paragraphs of the National Maintenance Agreement shall apply to both Agreements.

Section 7 – Call-Ins

This section, regarding call-ins, shall apply to all of those projects or sites where the National Maintenance Agreement has been approved.

A call-in, which is defined as the notification to an Employee to report for work by whatever means for work outside of the Employee's regular shift or on the Employee's regularly scheduled day(s) off or Holiday, shall be paid in accordance with one of the following methods:

- (1) Call-in prior to and continuous with an Employee's normally scheduled shift shall be paid for, on the basis of hours actually worked prior to the scheduled shift, at the applicable overtime rate.
- (2) When an Employee is called in to work at or after the established starting time on Saturday, Sunday, scheduled day off or Holiday, the Employee shall be paid not less than four (4) hours at the applicable overtime rate for that day, except when his call-in is prior to and continuous with normal work hours.
- (3) Any call-in not continuous with the Employee's regular work shift, will be paid a minimum of four (4) hours pay at the applicable overtime rate.

Section 8 – Supervision

This section, regarding supervision, shall apply to all of those projects or sites where the National Maintenance Agreement has been approved.

- (1) The designation, appointment and determination of the number of foreman and/or general foremen is the sole responsibility of the Employer. There is a requirement for initial supervision. However, the Employer shall not be unwarrantedly burdened with additional demands for supervision.
- (2) When established for a craft, one (1) top hourly craft supervisor (foreman and/or general foreman) shall be guaranteed forty (40) straight time hours per week. The forty (40) straight time hour guarantee applies to straight time hours, and the accumulation of overtime hours may not be considered for the purpose of applying those overtime hours to the “guaranteed forty (40) hours” provision. The forty (40) straight time hour guarantee provision shall apply on a per Employer, per shift basis. It is understood that the individuals receiving such guarantee may, at the discretion of the Employer, be required to remain on the job.
- (3) Such guarantee shall not apply when the first or commencing week of a job is less than forty (40) hours, or when the top hourly craft supervisor is terminated due to a reduction-in-force or job completion.

Section 9 – Holidays

This section, regarding Holidays, shall apply to all of those projects or sites where the National Maintenance Agreement has been approved.

- (1) For the purposes of uniformity, the following Holidays shall be observed and, if worked, shall be paid at the rate applicable in the appropriate local agreement not to exceed double time:
 - New Years Day
 - President’s Day (Federal)*
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Christmas Day
- (2) If any of these listed Holidays fall on a Sunday, the following Monday shall be observed as the Holiday. If any of the listed Holidays falls on Saturday, the preceding Friday shall be observed as the Holiday.
- (3) *President’s Day (Federal) may be considered a floating Holiday and may be celebrated on an alternate day. Should the Building Trades Council that encompasses the geographical jurisdiction of where the work is being performed under this Agreement, desire to celebrate said Presidents’ Day on an alternate work day, authorization must be obtained in writing from the NMAPC office.

Section 10 – Conflicting Agreements

On projects where a project labor agreement other than the National Maintenance Agreement is or has been implemented, it will be at the discretion of the Business Manager whether the implementation of Article IV, Sections 6, 7, 8 and 9, or any portion thereof, shall apply. In no case shall Article IV, Section 6, (2) (“Premium on premium”) be invoked on projects worked under other agreements unless that agreement calls for the same or similar conditions.

ARTICLE V

Working Conditions

Section 1 – Shop

Each Employer shall maintain an established shop with the necessary equipment to carry on business and each Employer shall employ not less than two (2) Pipe Fitters for a period of ten (10) months of each calendar year in order to qualify as an operating Employer.

Section 2 – Non-discrimination

No discrimination shall be exercised by an Employer against any Employee on account of any basis proscribed by applicable law.

Section 3 – Tools

- (a) The handling of tools, machines and equipment necessary in the performance of the work covered by this Agreement shall be done by Employees. There shall be no restriction as to Supervisory Personnel handling tools. No Employee shall be allowed to carry any tools or materials in the Employee's automobile for their Employer unless authorized to do so by the Employer and the Union. No Employee shall carry any tools or equipment in the Employee's car which cannot fit into the trunk of a car. In cases where the Employee uses their own tools, the Employee shall be reimbursed by their Employer for the loss thereof when such loss is accompanied by a police report and not occasioned by the negligent act of the Employee.
- (b) The Employer may require Employees to give receipts for Employer's tools and equipment in the Employee's possession, provided that central tool cribs are used and the Employee is required to pick up and return tools daily. The Employer may utilize a security system or procedure to guard against loss.

Section 4 – Contracts

- (a) Subject to Article I, Section 4 (b), all work undertaken by Employers shall be in conformity with the jurisdiction conferred in this Agreement to the extent applicable, and to the extent the Employer has control, include all items within the Territorial and Trade Jurisdictions set forth in Article II of this Agreement.
- (b) In order to preserve all work on the job site as set forth in Article II of this Agreement, Employees shall not be required to perform work on any equipment or materials if such equipment or materials have previously been handled, set or prepared by others in any manner infringing upon the Trade Jurisdiction and if the Employer has a right of control in the selection of such equipment or materials.

Section 5 – Limitations: Subcontracting

- (a) No Employer shall contract or subcontract any work to be done at a specific job site of construction, alteration or repair of a building, structure or other work, which comes within the Territorial and Trade Jurisdictions, to any person, firm or corporation not covered by a collective bargaining

agreement with the Union, if Employer or any subcontractor of Employer will at any time have an Employee at work at that specific job site.

- (b) No Employer shall contract or subcontract any other work to be done at any specific job site of construction, alteration or repair of a building structure or other work, to any person, firm or corporation that does not have a collective bargaining agreement with a union or unions either that are currently affiliated with the AFL-CIO or that were (or whose predecessor or predecessor unions were) previously affiliated with the AFL-CIO on January 1, 2000 as long as those unions remain affiliated with the local AFL-CIO Building & Construction Trades Council, if Employer or any subcontractor of Employer will at any time have at work at that particular job site an Employee affiliated with the AFL-CIO.
- (c) Each Employer agrees to employ at least one Employee at each job site with respect to which the Employer subcontracts work within the trade jurisdiction.

Section 6 – Uniformity of Conditions by Union

The Union agrees that if during the life of this Agreement it enters into any kind of agreement with an individual Employer or group of Employers which shall establish or cause terms or conditions more favorable to any Employer than are expressed in this Agreement, or rates less than those established by negotiation through the Joint Arbitration Board, then such more favorable terms or conditions, or lower rates, shall, at the election of the Association, be applicable hereunder.

Section 7 – Uniformity of Conditions by Association

No Employer shall employ an Employee for less than the rates established by negotiations through the Joint Arbitration Board nor under any terms and conditions less favorable to such Employee than are expressed in this Agreement.

Section 8 – Health and Safety

- (a) Each Employer shall furnish non-prescription safety glasses or goggles, face shields, welding hoods, hard hats and such other safety equipment as required to be furnished by the Employer or the Occupational Safety and Health Act, state laws and specific user work site requirements concerning safety, with the exception of the items set forth in (c) below.
- (b) Each Employee shall sign a receipt for all safety equipment issued to him by the Employer. The signed receipt shall be valid proof of Employer compliance with the Occupational Safety and Health Act safety regulations as to issuance of such safety equipment.
- (c) Employees shall furnish and wear their own gloves and appropriate work shoes, and shall strictly observe the Occupational Safety and Health Act and all Health and Safety Requirements (as defined in Article VI, Section 2). However, additional foot protection (*i.e.*, steel toed shoes) if required, shall be provided by the Owner at a cost not to exceed \$75.00 per Employee per year. Employees whose boots are damaged due to jobsite conditions will be reimbursed for replacement boots without regard to the normal one (1) pair per year limitation.
- (d) **Substance Abuse Testing and Treatment Program Policy.** The parties hereby adopt the Substance Abuse Testing and Treatment Program Policy as designed and implemented by the PFCGC. Where additional programs require testing as a condition of employment, such programs shall be negotiated with the Union.

Section 9 – Education

The Joint Arbitration Board, cooperating with officers or business representatives of the Union and the Association, is empowered to arrange for educational lectures and practical instruction to be delivered from time to time to members of either or both parties.

Section 10 – Inspection

A duly authorized and accredited representative of either principal to this Agreement shall be permitted to visit the premises on which work is being performed during working hours, but in doing so shall in no way interfere with the progress of the work (and if the visit is to a controlled access job site, the owner's approval shall be obtained through the Employer).

Section 11 – Reporting for Work: Compensation (Show-Up Time)

- (a) Any Employee ordered to report to the job for work by an Employer and not being put to work shall not remain longer than a period of two (2) hours and shall receive two (2) hours show-up pay which shall be at the Employee's Straight Time Rate on Monday through Friday, at one and one-half (1 ½) times the Employee's Straight Time Rate on Saturday or double the Employee's Straight Time Rate on Sunday, Holidays, or days observed as Holidays.
- (b) Any Employee who reports for work and who commences work which is provided for the Employee shall receive not less than four (4) hours pay and, if more than four (4) hours are worked, the Employee shall receive pay for the actual time worked; however, if an Employee leaves work without the Employer's permission the Employee shall only receive pay for the actual time worked.
- (c) If work on a job is interrupted due to an unforeseen circumstance, and if the Employee is required by the Employer to remain at the job site, the Employee shall be paid at the Employee's applicable pay rate for all hours spent at the job site in accordance with such request, whether or not working during all of such hours, with a minimum of four (4) hours paid at the Employee's applicable pay rate if less than four (4) hours are spent at the job site. If the Employee, after being requested to remain at the job site, leaves the job site without the Employer's permission, the Employee shall be paid only for the hours the Employee remained at the job site at the Employer's request.
- (d) If an Employee is notified by the Employer prior to 11:00 p.m. that there is a possibility of a job interruption the following day, it shall be the responsibility of the Employee to contact the Employer the following day to ascertain if the Employee should report for work. If the Employee fails to do so, and reports for work and there is no work, the Employee shall not receive show up pay.
- (e) The Employer shall have the right to terminate an Employee for Non-Compliance with the Substance Abuse Testing Policy prior to and up until the expiration of the twenty-four (24) hours after the start of the Employee's first shift. After the expiration of twenty-four (24) hours after the start of an Employee's first shift, the Employer shall not terminate the Employee for Non-Compliance with the Substance Abuse Testing Policy except as specifically provided in the Substance Abuse Testing Policy.

The Employer shall pay Show-Up Time in accordance with this Section 11 for any Employee that is not provided with reasonable advance Notice, as defined in the Substance Abuse Testing Policy, not to appear for his/her shift.

The Employer shall provide payment for any hours worked up to the time of termination and any Show-Up Time in the same manner as when an Employee is terminated for cause under Article III, Section 1(d) of this Agreement.

- (f) No Benefits shall be paid with respect to the unworked hours paid under this Section 11, but the Wage-Work Assessment shall be deducted for all Show-Up Time compensation and remitted to the Union.

Section 12 – Employers and Employee’s Work: Restraints on Dual Capacity

An Employer or their authorized Executive Representative engaged in the business of contracting for work shall not perform the work of a Journeyman Pipe Fitter, or be a member of the Union, nor shall a Journeyman Pipe Fitter or a member of the Union contract or sub-contract for, or do piece work that includes work under the Trade Jurisdiction.

ARTICLE VI

Supervisors

Section 1 – Selection

Each Employer shall select and classify such Supervisory Personnel (General Superintendent, Superintendent, General Foremen, Foremen), as the Employer deems necessary for proper supervision of the work and they shall be subject to the terms of this Agreement. The Employer shall have the sole discretion to classify and to determine the duties and responsibilities of the Supervisory Personnel, including work within the Trade Jurisdiction.

Section 2 – Health and Safety Requirements

Each Employer shall designate health and safety oversight personnel who shall reasonably endeavor to acquaint each Employee with all safety and health statutes, standards, rules, regulations and orders (collectively “Health and Safety Requirements”) applicable to Employees’ conduct such as, but not limited to, those issued under the Occupational Safety and Health, Hazardous Substances and Drug and Alcohol Abuse statutes and regulations, as well as under the Substance Abuse Testing and Treatment Program Policy. Each Employer shall, to the extent reasonably possible, acquaint said oversight personnel with Health and Safety Requirements.

Section 3 – Reporting Accidents

Any work-related accidents shall immediately be reported by Supervisory Personnel to the Employer. In the absence of Supervisory Personnel, the journeyman in charge shall report the accident to the Employer.

Section 4 – Union

The Union shall not be liable in any way for any violations by an Employer, its health and safety oversight personnel or Employees acting in the course of their employment, under the Health and Safety Requirements, but the Union hereby agrees to cooperate fully to promote safety and health standards and compliance with Health and Safety Requirements.

ARTICLE VII

Hiring and Notice

Section 1 – Responsibility

The Employer shall have the sole and exclusive responsibility for hiring bargaining unit Employees subject only to the following:

- (a) Twenty-five percent (25%) of all bargaining unit Employees hired (“New Hires”) by Employers in any calendar quarter must be hired from the Local 597 Referral Hall except as follows:
 - 1. Apprentices and Probationary Service/Appliance Technicians will not be counted as New Hires,
 - 2. A journeyman Pipe Fitter who worked for the Employer in the current or preceding two (2) calendar months and is rehired will not be counted as a New Hire,
 - 3. This percentage requirement shall apply only to Employers with **at least four (4)** New Hires in any calendar quarter, and
 - 4. In the event that an Employer request is made but is unable to be filled from the Referral Hall within a reasonable period of time, any individual employed to fulfill that request will not be counted as a New Hire. This includes, but is not limited to, requests made based on skills required and/or on contractually imposed requirements.
 - 5. There shall be no discrimination in hiring for any reason proscribed by statutory law.

Section 2 – Procedure for Submitting a Request for Pipe Fitters to the Referral Hall

- (a) Employer personnel requests shall be transmitted to the Referral Hall by facsimile or other approved electronic means and the request shall be acknowledged by return facsimile or other approved electronic means from the Referral Hall.
- (b) The personnel request shall be transmitted on such forms as shall be agreed upon by the Referral Hall Committee which shall specify the job vacancy(ies), the experience, training, skills and other qualifications required by the Employer, included, if required by the Employer, contractually imposed requirements, and such other matters as shall be determined by the Referral Hall Committee from time to time.
- (c) For any Employee referred by the Referral Hall, the Referral Hall will provide the Employee’s name, identification number, and current phone number to the Employer at the time of referral.

Section 3 – Enforcement of 25% Requirement

The provisions of this Section shall apply in the event an Employer fails to comply with Section 1(a) above. Initial instances of non-compliance with the twenty-five percent (25%) rule in any calendar quarter will result in a **written warning**. For any Employer who has received a written warning in the prior twelve (12) months, additional non-compliance during that time will result in **probation** for the next twelve (12) months. Non-compliance while on probation will result in a **fine** that – unless a dispute is referred to the Referral Hall

Committee within thirty (30) days of receipt – shall be final and payable to the Training Fund based on the following schedule:

- 1st violation = One (1) hour at current journeyman’s hourly base wage rate x number of Employees that should have been hired through Referral Hall during the quarter.
Example: contractor employs 20 “New Hires”
Required Referrals: 25% = 5
Actual Referrals: 0
Penalty Hours: 5
Penalty \$/Hr: \$36.10 [as of 9/1/06]
Penalty Cost: 5 x \$36.10 = \$180.50
- 2nd violation = Four (4) hours at current journeyman’s hourly base wage rate x number of Employees that should have been hired through Referral Hall during the quarter.
- 3rd and subsequent violations = Eight (8) hours at current journeyman’s hourly base wage rate x number of Employees that should have been hired through Referral Hall during the quarter.

Once an Employer experiences twelve (12) consecutive months of compliance with this twenty-five percent (25%) requirement, any prior probationary or warning period will automatically terminate.

Section 4 – Reporting

- (a) Employers must report **every hire** and **every termination** to the Union within eight (8) business days of the event; termination reports will not require a reason for termination but will allow the Employer to indicate that the Pipe Fitter is not for re-hire. If an Employer indicates that a Pipe Fitter is not for re-hire, that Pipe Fitter will no longer be eligible for referrals to that Employer. Employers will use forms approved by the Referral Hall Committee. Initial instances of non-compliance with these reporting requirements will result in a **written warning**. For any Employer who has received a written warning in the prior twelve (12) months, additional non-compliance during that time will result in **probation**. Additional instances of non-compliance while on probation will result in a **fine** that – unless referred to the Referral Hall Committee within thirty (30) days of receipt – shall be final and payable to the Training Fund based on the following schedule:

\$1.00 per Employee, per day fine payable in the form of a contribution to the Training Fund.

For example, if an Employer on probation hired 10 Employees and was 15 days late in reporting those hires, the Employer would be assessed \$150.00 fine payable in contributions to the Training Fund.

Once an Employer experiences twelve (12) consecutive months of compliance with these reporting requirements, any prior probationary or warning period will automatically terminate.

- (b) If applicable, the employer shall update UnionFusion to reflect an employee’s welding, medical gas and plastic fusion methods every six (6) months and on the date of termination.

Section 5 – Referral Hall Committee

- (a) The Union and the Association shall maintain a Referral Hall Committee (“Committee”).
- (b) The Committee shall consist of two (2) persons appointed by the Union and two (2) persons appointed by the Association. The Committee will make decisions by majority vote, however at least one (1) Committee member appointed by the Union and one Committee member appointed by the Association must approve any resolution in order for it to carry. In the event of a deadlock, the matter shall be referred to the Joint Arbitration Board. Further, the Joint Arbitration Board shall have the power to override any action taken by the Committee. Expenses of the Committee shall be paid in the same manner as expenses of the JAB. A quorum shall be any three (3) members of the Committee. On issues requiring a vote, written proxies shall be acceptable.
- (c) The Committee shall only have those powers specifically granted to it by this Article VII. The Committee does not determine eligibility for the Referral Hall nor is it responsible for the operation of the Referral Hall.

ARTICLE VIII

Union Security

Section 1 – Maintenance of Membership

- (a) All Employees now included in the bargaining unit represented by the Union and having membership therein must, during the term hereof, as a condition of employment, maintain their membership in the Union.
- (b) All other Employees shall, as a condition of employment, become members of the Union after the seventh day following the beginning of such employment, or the effective date of this Agreement, whichever is later.

Section 2 – Union Membership Status

An Employee to whom membership in the Union is denied by reason of the failure of such Employee to tender or pay initiation fees and dues uniformly required as a condition of acquiring membership, or whose membership is terminated by the Union for failure to tender or pay periodic dues uniformly required as a condition of retaining membership, shall not be continued in the employ of any Employer under this Agreement.

ARTICLE IX

Insurance

Each Employer shall carry or cause to be carried, the following insurance to fully protect Employees:

- (a) **Workmen’s Compensation:** Each Employer must insure his entire liability to pay such compensation with an insurance carrier licensed to do such business in states within which it

operates. Each Employer shall file with the Union, if requested by the Union, a certificate of such insurance containing no less than a ten day notice of cancellation.

- (b) **Unemployment Compensation:** In order to insure all Employees covered by this Agreement against the hazards of unemployment resulting through no fault of their own, it is agreed that all Employers shall elect coverage under all applicable state unemployment compensation acts, and be liable for the payment on contributions thereunder in the manner provided under such acts.
- (c) **Surety Bond:** Each Employer shall procure and maintain a Surety Bond payable to the Benefit Funds with respect to Benefit Fund contributions and payments required by Article III, Section 2; payable to the Union with respect to Wage-Work Assessments required by Article III, Section 3; payable to the Union with respect to wages required by Article III, Section 1; and payable to the Education Fund or the LMCC with respect to contributions required by Article III, Section 3.

These bonds shall be conditioned upon the Employer paying any and all wages, contractually-required expense allowances, Wage-Work Assessments, and Benefit Fund contributions and payments with respect to all Employees and shall guarantee payment of those items to the extent of the principal of the bond. These bonds shall be executed only on a uniform and Union-approved form, although the Union shall have discretion to accept an irrevocable letter of credit in lieu of a bond. These bonds – or any equivalent letter of credit accepted by the Union – shall be filed with the Union and shall be made available to the trustees of the Benefit Funds upon request.

The amount of the bond required of an Employer for each calendar year will be based upon the largest number of Employees covered by this Agreement employed by that Employer for any work week in the prior calendar year. The bond amounts shall be determined as follows:

- (1) \$20,000.00 for Employers of five (5) Employees or less;
- (2) \$50,000.00 for Employers of six (6) to ten (10) Employees;
- (3) \$100,000.00 for Employers of eleven (11) to twenty (20) Employees;
- (4) \$135,000.00 for Employers of twenty-one (21) to thirty (30) Employees;
- (5) \$175,000.00 for Employers of thirty-one (31) to forty (40) Employees;
- (6) \$200,000.00 for Employers of forty-one (41) to one hundred (100) Employees;
- (7) \$500,000.00 for Employers of one hundred and one (101) to two hundred (200) Employees; and
- (8) \$1,000,000.00 for Employers of more than two-hundred Employees.

In the case of a newly signatory Employer, out of town Employer, or other extraordinary circumstances, the Union shall have the discretion to set the bond at whatever of those levels is most appropriate.

ARTICLE X

Joint Arbitration Board

Section 1 – Arbitration Board

A Joint Arbitration Board has been established pursuant to a separate agreement between the Union and the Association. It consists of ten (10) members, five (5) from the Union and five (5) from the Association. On

the second Monday of January of each year the Board meets and from its members elects a Chairman who presides at the meetings, and a Secretary-Treasurer (who need not be a member of the Board).

Section 2 – Meetings and Quorum

- (a) The Board meets upon forty-eight (48) hours written notice given to the other by either the Union or the Association.
- (b) Four (4) members of the Board (two (2) from the Union and two (2) from the Association) shall constitute a quorum for the transaction of business, but the Union and the Association shall each have the right on any vote to cast a full vote for all of its representatives and it shall be counted as though all were present and voting.

Section 3 – Powers and Duties

- (a) The Joint Arbitration Board shall have jurisdiction to carry out the terms of this Agreement and to conduct bargaining negotiations covering all disputes that might arise between Employers and Employees with respect to wages, hours, and conditions of employment, including the power to set the level of contributions to the Benefit Funds, Education Fund, and the LMCC.

Notwithstanding anything in this Agreement to the contrary, the Joint Arbitration Board shall also have jurisdiction, at any time, to amend and modify this Agreement and/or to create Supplements to apply to special situations or conditions that are not of general application but are only of limited application as set forth in such Supplement.

- (b) It shall have the right to summon any individual subject to this Agreement as principal or witness to a dispute. Such summons may be served in a manner to be prescribed by the Board.
- (c) The Joint Arbitration Board has established, and may continue through negotiations: a fund (“Education Fund”) for programs and services to advance the industry with contributions paid to the Education Fund Trustees; and a Wage-Work Assessment to be deducted from Employees’ wages and paid to the Union.
- (d) Any Employer, although not a member of the Association, shall become bound by this Industrial Agreement by signing the attached Subscription Agreement and by so doing, it appoints the Association and the Association members of the Joint Arbitration Board as its sole and exclusive bargaining agent in any and all negotiations with the Union with respect to work covered by this Agreement.

Section 4 – Application and Interpretation of Agreement

- (a) All disagreements concerning the application or interpretation of this Agreement must be arbitrated. The Board shall be the arbitration forum and shall have full power to enforce this Agreement and enforce working rules for the parties subject to this Agreement. It shall have the power to impose such penalties from time to time as it may deem advisable, including fines. The arbitral decision of the Board shall be final and binding on all parties subject to this Agreement.
- (b) Nothing contained herein shall prevent any Employer from dealing with his Employee with respect to any disagreement or dispute.

Section 5 – Procedure

- (a) Should a dispute or disagreement arise between: the Union and the Association; an Employer and an Employee; or an Employer and the Union; such dispute or disagreement shall be submitted in writing to the respective Executive Vice President of the Association and Business Manager of the parties hereto with a copy to the Joint Arbitration Board within three (3) business days after the dispute or disagreement arises. Should the Executive Vice President of the Association and Business Manager fail to agree and dispose of the matter within twenty-four (24) hours, the dispute or disagreement shall then be taken up by the Joint Arbitration Board, or a sub-committee thereof consisting of an equal number of persons from the Union and the Association, for adjudication. The Board or sub-committee shall hear the evidence and render its decision as expeditiously as possible. All decisions shall be determined by a majority vote, and shall be final and binding on all parties.
- (b) Under no circumstances is work to be stopped or the manner of performing same interfered with pending the result of the arbitration.
- (c) Should the foregoing procedures fail to resolve any dispute or disagreement, the parties to the dispute or disagreement shall submit the dispute or grievance to the Industrial Relations Council for the Plumbing and Pipe Fitting Industry in accordance with its rules and regulations. All terms and conditions of this Agreement shall continue in full force and effect, pending final decision by the Industrial Relations Council, which decision shall be final and binding on all parties.

Section 6 – Vacancies

Should a member of the Joint Arbitration Board be unable to serve because of suspension, resignation or any other reason, a successor shall be selected by and from the organization in which they hold membership

Section 7 – Failure of Board to Meet

Failure on the part of the Joint Arbitration Board to meet as provided in this Agreement and to have present and maintain a quorum for the consideration of any matter referred to it shall be a violation of this Agreement on the part of the Association or the Union whose members failed to have present sufficient representation to transact business as provided for in this Agreement.

Section 8 – Compensation and Expense

Compensation for services rendered by members of the Joint Arbitration Board may be fixed, determined and paid by the respective appointing entity. Expenses incurred by the Board, outside of compensation to its members, in carrying out its functions shall be borne equally by the Union and the Association.

ARTICLE XI

Conflicting Agreements

Section 1 – Conflicting Agreements

The Union and the Association, and all Employers hereby agree that they will not, within the Territorial and Trade Jurisdictions of the Union, enter into any agreement which affects work performed under this

Agreement, and which contains a provision in conflict with this Agreement, unless such Agreement is approved by the Joint Arbitration Board.

Section 2 – Conflicting By-Laws and Working Rules

The parties agree that neither will pass or enforce by-laws or working rules with respect to work covered in this Agreement conflicting with this Agreement.

ARTICLE XII

Duration of Agreement

This Agreement, and all amendments and modifications thereto, shall remain in full force and effect until June 1, **2023**, and from year to year thereafter unless terminated effective on any June 1 on and after June 1, **2023**, by written notice given by either the Union or the Association to the other at least six (6) calendar months prior to the effective date of termination. Either the Union or a non-member of the Association may terminate this Agreement as to said non-member by like written notice given by either the Union or such non-member to the other, effective on a date as above specified.

Any such notice with regard to a non-member of the Association shall also be given to the Association and shall effect a termination of the Association's representation of such non-member and of such non-member being a part of the collective bargaining unit, effective on said effective date of termination, provided however, such non-member may not give such notice, and said notice shall be of no effect, while negotiations are in process between the Union and the Association or by the Joint Arbitration Board.

The foregoing notwithstanding, this Agreement may be reopened for limited renegotiation as provided in Article III, Section 6, and for supplements as provided in Article X, Section 3(a). In all other respects, this Agreement shall remain in full force and effect unless changed or modified by mutual consent of the Union and the Association.

ARTICLE XIII

Acceptance and Non-Transferability of Agreement

Section 1 – Subscription Acceptance

The Union and the Association hereby accept the subscription to this Agreement, in accordance with the terms thereof.

Section 2 – Non-Transferability

This Agreement shall not be transferable by any Employer either by action of such Employer or by operation of law. In the event any Employer (whether an individual, partnership or corporation) merges, consolidates or transfers a controlling interest in the business, this contract may be canceled as to such Employer by the Union.

ARTICLE XIV

Legality

Should any of the terms and conditions of this Agreement be found in violation of any Federal or State Laws, (e.g., based on published court decisions or rulings of authorized governmental agencies) then such terms and conditions shall become void and ineffective immediately on written notice to this effect from one party to the other, but all other provisions of this Agreement shall continue in full force and effect. In the event there is disagreement on the legal interpretation of statutory amendments, government regulations, or decisions by courts or administrative agencies, the subject matter shall be promptly referred to the Joint Arbitration Board for final determination through legal counsel.

ARTICLE XV

Jurisdictional Disputes

Section 1 – Cook County

With respect to work performed within Cook County, Illinois, the following provisions shall apply:

- (a) All questions, claims and disputes over trade jurisdiction of work to be performed under this Agreement, which are not promptly adjusted or settled by the contractor and the unions claiming jurisdiction, shall be immediately referred to the Joint Conference Board of the Construction Employers Association of Chicago, Inc. (“CEA”) and the Chicago and Cook County Building and Construction Trades Council (“CBTC”) in accordance with the Standard Agreement between the CEA and CBTC, or any successor Agreement between those parties or their successors. The decision of the Joint Conference Board upon all such questions, claims or disputes referred to it shall be final and binding with respect to the specific job under consideration. Such decisions may be appealed, for the purpose of determination of trade claims, to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, or any successor Plan, according to the procedures of the Standard Agreement and the Plan.
- (b) The standard Agreement between the Construction Employers Association of Chicago, Inc. and the Chicago and Cook County Building and Construction Trades Council establishing the Joint Conference Board, as amended and readapted from time to time, shall be and is hereby adopted as part of this Agreement as fully and completely as if incorporated herein.

Section 2 – Outside Cook County

With respect to work performed outside Cook County, Illinois, any questions, claims or disputes over the trade jurisdiction of work to be performed under this agreement, which are not promptly adjusted or settled by the contractor and the unions claiming jurisdiction, shall immediately be referred to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the “Plan”), or any successor plan, for resolution. The decision of the Plan upon all questions, claims or disputes referred to the Plan shall be final and binding with respect to the specific job under consideration. All contractors bound to this Agreement agree to abide by those provisions of the Plan requiring compliance with the decisions and awards of the Administrator, arbitrators of National Arbitration Panels established under the Plan, and to fulfill the obligations of the contractor as set forth in the Plan and its Procedural Rules and Regulations with respect to any question, claim, or dispute referred to the Plan.

ARTICLE XVI

Apprentices

Section 1 – Ratio

Each Employer regularly having five (5) journey-worker Employees or more shall employ one (1) Apprentice for every five (5) journey-workers, provided that sufficient apprentices are available for work. However, the Joint Apprenticeship and Training Committee may increase or limit the employment of Apprentices as changing economic conditions at the time require. Apprentices may be used in a working ratio as low as one (1) apprentice to one (1) journey-worker.

Section 2 – Hiring

Apprentices shall be hired in accordance with rules and procedures established by the Joint Apprenticeship and Training Committee of the Association and the Union.

Section 3 – Joint Apprenticeship and Training Committee

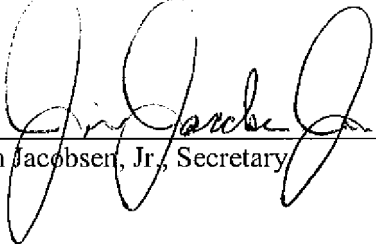
- (a) Employers agree to be bound by the rules and regulations promulgated by the Joint Apprenticeship and Training Committee.
- (b) Any Employer notified by the Joint Apprenticeship and Training Committee that an Apprentice has been dropped from the apprenticeship program must terminate employment of said Apprentice. The Apprentice may appeal the decision to drop him from the apprenticeship program to the Joint Apprenticeship and Training Committee as per its policies and procedures.

Section 4 – Apprentice Wage and Fringe Benefit Reimbursement


Employers who employ apprentices shall be responsible for the apprentice's wages and fringe benefit payments for Standard Work Day hours spent attending apprentice training at the apprenticeship school. To the extent that the apprentice's wages and fringe benefit payments are in fact paid by the Apprentice Wage Reimbursement Fund of the Training Fund, the Employer shall not be responsible to make such payments. However, any such training hours not paid by the Apprentice Wage Reimbursement Fund of the Training Fund shall remain the responsibility of the Apprentice's Employer.

IN WITNESS WHEREOF, the Association has caused this instrument to be signed by its President and attested by its Secretary and the corporate seal affixed thereto, and the Union has caused this instrument to be signed by its duly authorized agents as of the day and year first above written.

Attest: MECHANICAL CONTRACTORS ASSOCIATION



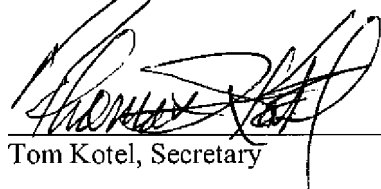
Jim Jacobsen, Jr., Secretary




By: Brian Helm, President



Attest: PIPE FITTERS' ASSOCIATION, LOCAL UNION 597



Tom Kotel, Secretary



By: Kevin Morrissey, Business Manager

Approved and adopted by unanimous action of the Joint Arbitration Board this 21st day of May A.D. 2019, to become effective as of June 1, 2019.

JOINT ARBITRATION BOARD

MECHANICAL
CONTRACTORS
ASSOCIATION

M. Pittas Chairman
M. McCombie
J. Jacobsen, Jr.
B. Wheeler

B. Helm, Ex-Officio
J. McCall, Recording Secretary

PIPE FITTERS'
ASSOCIATION
LOCAL UNION 597

K. Morrissey, JAB Secretary-Treasurer
C. Hernandez,
M. Maloney,
T. Kotel

SUBSCRIPTION

In consideration of the benefits to be derived from the foregoing Industrial Agreement, the undersigned Employer, although not a member of the Mechanical Contractors Association ("Association"), does hereby: recognize Pipe Fitters Association Local Union 597 ("Union") as the sole and exclusive bargaining representative for and on behalf of Employees of the Employer coming within the Trade and Territorial Jurisdiction of the Union; appoint the Association as its sole and exclusive bargaining representative in any and all negotiations with the Union, in accordance with the Constitution and By-Laws of the Association; and consents to join the multi-employer bargaining unit represented by the Association. The undersigned does hereby subscribe to the foregoing collective bargaining agreement (Industrial Agreement) between said Association and the Union, and agrees to abide by, and be bound by, all the terms and conditions thereof and by all amendments and extensions thereof, and hereby ratifies and accepts said collective bargaining agreement as fully and completely as if made by the undersigned. This Subscription is limited, and applies only, to Industrial Work.

Firm Name By Title

Street Address

City State Zip Code

Telephone

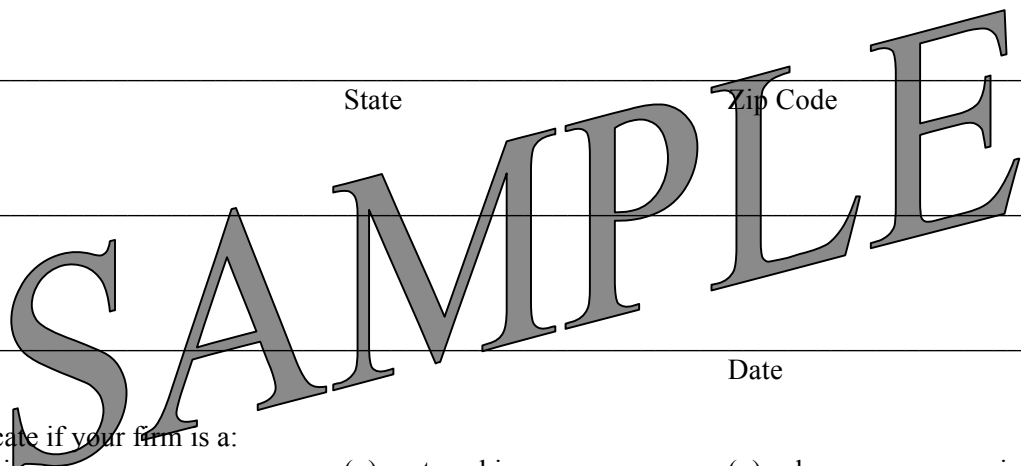
Signature Date


Please indicate if your firm is a:
() corporation () partnership () sole owner or proprietorship

Copies to be filed with:

Pipe Fitters Association
Local Union 597
45 N. Ogden Avenue
Chicago, Illinois 60607

Mechanical Contractors Association
7065 Veterans Boulevard
Burr Ridge, Illinois 60527



A background image of an industrial facility, possibly a refinery or chemical plant, with tall distillation columns and complex piping. The scene is captured during sunset or sunrise, with a warm, golden glow and a hazy sky. The foreground shows some green foliage, possibly bushes or trees, partially obscuring the bottom of the image.

**Mechanical Contractors Association
and
Pipe Fitters Association, Local Union 597 U.A.**

**Mechanical Contractors
Association**

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Burr Ridge, IL 60527
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www.mca.org**

**Pipe Fitters Association,
Local Union 597 U.A.**

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