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Title: **Contract Administration Fund of Northeastern Colorado and United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO, Locals 3 & 208 (2003)**

K#: **8116**

Employer Name: **Contract Administration Fund of Northeastern Colorado**

Location: **CO**

Union: **United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO**

Local: **Journeymen Plumbers & Gas Fitters, Local Union 3, Pipe Fitters, Local Union 208**

SIC: **1711**

NAICS: **23822**

Sector: **P**

Number of Workers: **1900**

Effective Date: **08/06/03**

Expiration Date: **06/30/06**

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K 8116
1,900 workers

COLLECTIVE BARGAINING CONTRACT

5,850

by and between

The Contract Administration Fund of Northeastern Colorado

4800 Happy Canyon Road, Suite 230, Denver, Colorado 80237
(303) 757-3956 FAX (303) 757-4313

-and-

Journeymen Plumbers and Gas Fitters
Local Union No. 3
17100 East 32nd Place, Aurora, CO 80011
(303) 739-9300 FAX (303) 739-0600

-and-

Pipe Fitters Local Union No. 208
6350 North Broadway, Denver, Colorado 80216
(303) 428-4380 FAX (303) 428-2831

of the

United Association of Journeymen and Apprentices
of the Plumbing and Pipefitting Industry
of the United States and Canada (AFL-CIO)

Effective August 6, 2003 through June 30, 2006

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WAGES AND FRINGES - LOCAL #3 (Plumbers)

	Effect. 8-6-03 to 12-31-03	Effect.* 1-1-04 to 6-30-04	Effect. * 7-1-04 to 6-30-05	Effect.* 7-1-05 to 6-30-06
Basic Hourly Wage Rate for Journeymen	$25.37	$25.87	$1.60*	$1.80*
Vacation**	1.65	1.65		
Total Taxable Wage	$27.02	$27.52		
Fringe Fund Contribution				
Insurance	3.45	3.45		
Pension	3.35	3.35		
Annuity	***			
Total Wage/Fringe Package	$33.82	$34.32		
Apprentice & Journeyman Training	.31	.31	.33	.35
International Training Fund	.05	.05	.05	.05
**** Contract Administration Fund	.20	.20	.28	.21
Total Hourly Package	$34.38	$ 34.88	$36.51	$38.33

* Note: $.50 increase January 1, 2004 is allocated to wages only. July 1, 2004 ($1.60 per hour), and July 1, 2005 ($1.80 per hour) may be divided between wages and fringes by the Unions as necessary.

** Vacation pay, paid on hours worked until July 1, 1999, and then on hours paid..

*** Optional predetermined amount of wages to annuity by an individual for a fixed period of time.

**** Contract Administration Fund Contributions are not to be considered part of the employee wage/fringe package. On July 1, 2004, the Contract Administration Fund contribution shall increase by 1 cent per hour to 21 cents per hour.

Piping Specialist (as defined in this agreement), an additional $3.75 per hour over Basic Hourly Wage rate.

Note: Rates below are from 8-6-03 to 12-31-03 - They will change as the base rate changes

Foreman Basic Hourly Wage Rate + (10%) $27.91

General Foreman Basic Hourly Wage Rate + (15%) $29.18

Apprentice Basic Hourly Wage Rate:

1st Six Months	50%	$12.69
2nd Six Months	55%	$13.95
2nd Twelve Months	60%	$15.22
3rd Twelve Months	70%	$17.76
4th Twelve Months	80%	$20.30
5th Twelve Months	85%	$21.56

Exception: Apprentices; No contribution to the Pension Fund required during the first year period, thereafter they will receive a percentage of the pension contribution equal to their individual percentage of wages.

Plumber Pipetradesman (30% to 80% Ranges)	$7.61-20.30
Utility Plumber (30% to 60% Ranges)	$7.61-15.22
Health & Welfare Contribution	3.45- 3.45
Total Wage/Fringe Package (Plumber Pipetradesman)	$11.06-23.75
Total Wage/Fringe Package (Utility Plumber)	$11.06-18.67
Apprenticeship and Training	.31- .31
Contract Administration Fund	.20 - 20 ****
Total Hourly Package - (Pipetradesman)	$11.57-24.26
Total hourly Package - (Utility Plumber)	$11.57-19.18

WAGES AND FRINGES - LOCAL #208 (Pipe Fitters)

	Effect. 8-6-03 to 12-31-03	Effect.* 1-1-04 to 6-30-04	Effect. * 7-1-04 to 3-30-05	Effect.* 7-1-05 to 6-30-06
Basic Hourly Wage Rate for Journeymen	$25.22	$25.72	$1.60*	$1.80*
Vacation**	1.75	1.75		
Total Taxable Wage	$26.97	$27.47		
Fringe Fund Contribution				
Insurance	3.45	3.45		
Pension	3.40	3.40		
Annuity	***			
Total Wage/Fringe Package	$33.82	$34.32		
Apprentice & Journeyman Training	.31	.31	.33	.35
International Training Fund	.05	.05	.05	.05
**** Contract Administration Fund..20	.20	.20	.21	.21
Total Hourly Package	$34.38	$34.88	$36.51	$38.33

* Note: $.50 increase January 1, 2004 is allocated to wages only. July 1, 2004 ($1.60 per hour), and July 1, 2005 ($1.80 per hour) may be divided between wages and fringes by the Unions as necessary.

** Vacation pay, paid on hours worked until July 1, 1999, and then on hours paid..

*** Optional predetermined amount of wages to annuity by an individual for a fixed period of time.

**** Contract Administration Fund Contributions are not to be considered part of the employee wage/fringe package. On July 1, 2004 the Contract Administration Fund contribution shall increase by 1 cent per hour to 21 cents per hour.

Piping Specialist (as defined in this agreement), an additional $3.75 per hour over Basic Hourly Wage rate.

Note: Rates below are from 8-6-03 to 12-31-03 - They will change as the base rate changes

Foreman Basic Hourly Wage Rate + (10%) $27.74

General Foreman Basic Hourly Wage Rate + (15%) $29.00

Apprentice Basic Hourly Wage Rate:

1st Six Months	50%	$12.61
2nd Six Months	55%	$13.87
2nd Twelve Months	60%	$15.13
3rd Twelve Months	70%	$17.65
4th Twelve Months	80%	$20.18
5th Twelve Months	85%	$21.44

Exception: Apprentices; No contribution to the Pension Fund required during the first year period, thereafter they will receive a percentage of the pension contribution equal to their individual percentage of wages.

Pipetradesman (30% to 80% Ranges)	$7.57-20.18
Health & Welfare Contribution5	$3.45- 3.45
Total Wage/Fringe Package (Pipetradesman)	$11.02-23.63
Apprenticeship and Training	.31-.31
Contract Administration Fund	.20-.20 ****
Total Hourly Package - (Pipetradesman)	$11.53-$24.14

COLLECTIVE BARGAINING CONTRACT

by and between

The Contract Administration Fund of Northeastern Colorado

4800 Happy Canyon Road, Suite 230, Denver, Colorado 80237
(303) 757-3956 FAX (303) 757-4313

-and-

Journeymen Plumbers and Gas Fitters
Local Union No. 3
17100 East 32nd Place, Aurora, CO 80011
(303) 739-9300 FAX (303) 0600

-and-

Pipe Fitters Local Union No. 208
6350 North Broadway, Denver, Colorado 80216
(303) 428-4380 FAX (303) 428-2831

of the

United Association of Journeymen and Apprentices
of the Plumbing and Pipefitting Industry
of the United States and Canada (AFL-CIO)

Effective August 6, 2003 through June 30, 2006

JOINT AGREEMENT

This Agreement, made and entered into as of August 6, 2003 by and between the Contract Administration Fund of Northeastern Colorado, Inc. for and on behalf of those Employers for whom the Contract Administration Fund of Northeastern Colorado, Inc. is authorized to bargain, hereinafter called "Employers", and Journeymen Plumbers and Gas Fitters Union No. 3 of Denver, Colorado, and Pipe Fitters Local Union No. 208 of Denver, Colorado of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada (AFL-CIO), hereinafter called Plumbers Local Union No. 3 or Pipe Fitters Local Union No. 208 or "Union", each for itself, and in behalf of all employees whose wages, hours and conditions of employment are covered by this Agreement. The signing of this Agreement by an Employer for whom the Contract Administration Fund of Northeastern Colorado, Inc. is not authorized to bargain, which incorporates this Joint Agreement by reference and its acceptance by the Union shall bind said Employer to comply with all terms, conditions and provisions of this contract and Joint Agreement, including, but not limited to, the assignment of bargaining rights to the Contract Administration Fund of Northeastern Colorado, Inc. for the administration of this Agreement as well as the negotiation of successor agreements.

Article I

INTENT AND PURPOSE

All terminology found herein is for the purpose of establishing an agreement understandable to the trades and crafts represented and shall not be construed to be a reference to gender.

The intent in using the words Journeyman, Foreman, manpower, workmen, etc., is for establishing a descriptive class of persons or items and is not intended to specify a particular sex.

Section 1 - *It is the express intent and purpose of the Parties to this* Agreement to improve and promote the relationship between the Contract Administration Fund of Northeastern Colorado, Inc. and the Unions, to eliminate strikes and lockouts and the causes thereof, to enter into contractual relations with respect to wages, hours of work, conditions of employment and

other benefits, and to facilitate the peaceful and orderly adjustment of disputes and grievances and to provide a basis for the faithful observance of this Contract and Agreement by all Parties.

Article II

RECOGNITION

Section 1 - The Employers recognize the Unions as the sole and exclusive bargaining representatives, as certified by the National Labor Relations Board, cases numbered 30-RC-701 dated July 30, 1952, and 30-RC-710 dated July 29, 1952 for all Journeymen Plumbers and Pipe Fitters, Apprentice Plumbers and Pipe Fitters, Plumber Pipetradesmen, Pipe Fitter Pipetradesmen and Utility Plumbers, Plumber and Pipe Fitter Foremen, Plumber and Pipe Fitter General Foremen who are employed by any Employer who is a party to this Agreement or has accepted its provisions.

Section 2 - The Unions hereby recognize the Contract Administration Fund of Northeastern Colorado, Inc. as the sole and exclusive bargaining representative for all contractors for whom they are authorized to bargain.

Section 3 - The Contract Administration Fund of Northeastern Colorado, Inc. shall, upon request by the Unions, advise the Unions of the Employers for which the Contract Administration Fund of Northeastern Colorado, Inc. is authorized to bargain. The Unions shall, upon request by the Contract Administration Fund of Northeastern Colorado, Inc., advise the Contract Administration Fund of Northeastern Colorado, Inc. of all Employers who are signatory to this Agreement.

Section 4 - The Employer agrees that if the Union can demonstrate that the Employer has a stable work force and that the majority of the employees on the Employer's current payroll have signed valid authorization cards with valid signatures, recently dated, then, if the Employer has not previously done so, the Employer will recognize the Union as the exclusive collective bargaining agent for all employees performing covered work within the jurisdiction of the Union. The parties agree that such recognition will be a Section 9 (29 U.S.C. § 159) voluntary recognition. In the event voluntary recognition is obtained, the Employer will recognize the appropriate Union as the

sole and exclusive representative of all employees covered by this Agreement in all matters pertaining to wages, hours and benefits, including terms and conditions of employment wherever, within the jurisdiction of the Union, such employees may be employed in the classifications listed in this Agreement for the duration of this Agreement.

Section 5 - By the execution of this Agreement or by adoption of this Agreement including the payment of the established contribution to the Contract Administration Fund of Northeastern Colorado, Inc. the Employer authorizes the Contract Administration Fund of Northeastern Colorado, Inc. to act as its collective bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the multi-employer bargaining unit represented by the Contract Administration Fund of Northeastern Colorado, Inc. until and unless this authorization is withdrawn by written notice which must be received by the Contract Administration Fund of Northeastern Colorado, Inc. and the appropriate union(s) at least 120 days prior to the then current expiration date of this Agreement.

Article III

TERRITORIAL SCOPE OF AGREEMENT

Section 1 - The area in which this Agreement shall apply shall include; Adams, Arapahoe, Broomfield, Boulder, Clear Creek, Denver, Gilpin, Grand, Jackson, Lake, Larimer, Logan, Morgan, Phillips, Sedgwick, Summit, Washington, Weld, Yuma and those portions of the following counties as designated on Map: Douglas, Elbert, Eagle, Jefferson, Kit Carson, Lincoln and Park, or any additional jurisdictional territory which may be assigned. See map in Appendix "A" (pg. 42)

Article IV

WORK ASSIGNMENT AND JOB CLASSIFICATION

Section 1 - It shall be the responsibility of the Employer to assign work in accordance with the work assignment and historical job classification of Plumbers Local No. 3 and Pipe Fitters Local No. 208, as listed in Appendix "B" (pg. 43) to this Agreement.

Article V

WAGES, HOURS AND WORKING CONDITIONS

Section 1 - Definitions:

(A) Emergency Work - Any work requiring immediate attention or repair and which is necessary for the preservation of life, health or property.

(B) Residential Work - Shall include single or multi-family dwellings of not more than four (4) stories above ground level.

(C) Service or Repair work - That which is normally performed from a truck, known as a repair truck, furnished by the Employer, and is not a part of B above.

Section 2 - Wages, Employee Benefit Funds and Contract Administration Fund of Northeastern Colorado, Inc.

Effective August 6, 2003

LOCAL #3 & LOCAL #208

(A) The basic hourly wage rate shall be as specified in the wage/fringe sheet in the front of this Agreement.

(B) The Employer shall, unless otherwise indicated in this Agreement, remit to the Colorado Pipe Industry Employee Benefit Funds and The Plumbers and Pipe Fitters National Pension Fund referred to in Article VI for each hour worked by each employee covered by this Agreement, the amounts specified in the wage/fringe sheet in the front of this Agreement.

Effective August 6, 2003 - $1.00 per hour increase plus $.02 per hour increase to apprenticeship

Effective January 1, 2004 $.50 per hour increase.

Effective July 1, 2004 - $1.60 per hour increase plus $.02 per hour to apprenticeship and $.01 to The Contract Administration Fund of Northeastern Colorado, Inc.

Effective July 1, 2005 - $1.80 per hour increase plus $.02 per hour to apprenticeship.

Total increases as shown (except to apprenticeship and CAF/NEC) above may be divided between wages and fringes as necessary.

Apprentices - The percentage of the Journeyman basic hourly wage rate of apprentices shall be set forth in Section 5 of Article VIII.

(C) Payday shall be no more than five (5) working days after the pay period.

All employees shall receive their pay on the job site on payday before quitting time, or at the shop on payday before quitting time, or by mail or direct deposit provided this is mutually agreeable with the Employer and the employee.

(D) Any employee, being laid off or discharged shall be paid in full in cash or check on the job, and if required to go to some other point or to the office of the Employer for their pay, shall be paid for the time required to go to such place. If the employee quits on their own accord, they may be required to wait until the regular payday for the wages due them.

(E) A check cashing policy shall be established with a Colorado Bank.

(F) When employees are terminated they shall be issued two (2) copies of their termination slips.

(G) Plumber and Pipe fitter Pipetradesmen:

Pay shall be determined by the Employer and shall be within the range of 30%-80% of the basic hourly Journeymen wage rate. For each hour worked the Employer shall pay the current Colorado Pipe Industry Insurance Fund contribution, the current Apprenticeship and Training contribution, and the

current Contract Administration Fund of Northeastern Colorado, Inc. contribution.

No other fringe benefits shall be required.

(H) Utility Plumber:

Pay shall be determined by the Employer and shall be within the range of 30%-60% of the Journeyman basic hourly wage rate. For each hour worked, the Employer shall pay the current Colorado Pipe Industry Insurance Fund contribution, the current Apprenticeship and Training contribution, and the current Contract Administration Fund of Northeastern Colorado, Inc. contribution.

No other fringe benefits shall be required.

(I) Pipetradesmen and Utility Plumbers shall be hired in the same manner as Journeymen and their employment shall be governed by all the terms and conditions of this Agreement except as otherwise specifically provided herein.

(J) Pipetradesmen and Utility Plumbers shall be hired primarily for performing work which does not require all of the skills of a Journeyman. However, Pipetradesmen may be assigned to perform any work for which he is qualified, and the Utility Plumber may perform any work except as limited by the Colorado State Plumbing Law and under the direction of a Journeyman.

Section 3 - Ratios

(A) Pipe Fitters Ratios:

Each Employer may employ two Pipetradesmen for every one Journeymen and one Apprentice employed. Thereafter, the Apprenticeship / Journeyman ratio as specified elsewhere in this Agreement shall apply before additional Pipetradesmen can be hired (on Mechanical projects 10 million and less); provided that at no time shall the total number of Pipetradesmen employed by all Employers exceed 30% of the total number of Journeymen then working under this Agreement. No signatory Employer will be denied the use of Pipetradesmen, provided such Employer is in compliance with this Agreement.

(B) Plumber Ratios:

1. Utility and lawn sprinkler work shall have no more than two (2) Plumber Pipetradesmen or Utility Plumbers to one (1) Plumber.

On all other work: The ratio of Plumber Pipetradesmen and Utility Plumbers to Journeyman and Apprentices shall be the same as the Apprentice ratio in the Collective Bargaining Agreement.

2. Residential Plumbing Ratios to comply with State Statutes.

3. The Employer must have the correct ratio of Apprentices to Journeymen in commercial work. If apprentices are not available, Utility Plumbers and Pipetradesmen may be utilized in their place. Joint Arbitration Board would meet quarterly to set Pipetradesmen and Utility Plumber ratios necessary to have a crew cost that would be competitive against employers not signatory to this Agreement.

(C) Demolition work can be an exception if mutually agreed to by the Union and the Employer in regard to the Ratio and Scope of Work.

(D) All Davis/Bacon work shall be at the scale published by the government agency involved. Should differentials exist between the Davis/Bacon Fringe Benefit Package due to increases in health and welfare contributions, the Employer will pay any such increases. On Davis/Bacon work the apprentice ratio will be changed in Article VIII, Section 3, from three to two.

Section 4 - Overtime:

The provisions of the following paragraphs shall not be construed or applied to relieve any Employer whose enterprise is subject to the provisions of the Fair Labor Standards Act of 1938, as amended, from the obligation to comply with the requirements of said Act.

(A) All work performed in excess of eight (8) hours Monday through Friday and all hours worked on Saturday shall be paid at one and one-half (1 1/2) times the straight time rate. All work performed on Sunday and Holidays shall be paid two (2) times the straight time rate.

(B) Employees working on emergency work, residential work, or service and repair work, as defined in this Agreement, may work 40 hours per week Monday through Saturday, if a holiday does not occur in the week for the basic hourly wage as mutually agreed upon. Emergency work or service repair may be performed for any eight (8) consecutive hours between 6:00 a.m. and 8:00 p.m and overtime shall apply after forty (40) hours per week are worked.

(C) When an employee is required to work three (3) hours overtime or more, beyond the eight (8) hour shift, the Employer shall furnish a free meal after two (2) hours, on the Employer's time, and every four (4) hours thereafter. On a jobsite that has been approved for a four day ten hour shift and when an employee is required to work two (2) hours overtime or more, beyond the ten (10) hour shift, the employer shall furnish a free meal after one (1) hour, on the employer's time, and every four (4) hours thereafter.

(D) All conditions of this Section shall apply to the Shift *Differential, Section 9 of this Article, when they are applicable.*

(E) Commencing on July 1, 1999, overtime for vacation pay shall be paid at the prevailing rate.

Section 5 - Travel

(A) Travel and/or adequate housing will be provided when required to man the job, otherwise no travel pay will be required on any construction work performed under this Agreement.

(B) An employee, when directed by their employer to use personal transportation to report to more than one job site on new construction within the working day, shall receive travel expenses of the Internal Revenue Service Standard per mile traveled between job sites.

Section 6 - Working Conditions

(A) Employers shall furnish employees all tools necessary to do the work, with the exception of the 6 foot folding rule and pliers which shall be supplied on a replacement basis only.

(B) The Employer shall furnish welding hoods, gloves, goggles and sleeves to the Journeymen and Apprentices when they are welding or cutting.

(C) In those cases where workers are issued hand tools which may be kept in an ordinary portable tool box with a lock where the said tools, tool box and lock are properly identified and completely in the care, custody and control of the employee, the Employer may require, as a condition of employment, that the employee sign a receipt for said tools, box and lock and be "financially" responsible for them excepting only for ordinary wear and tear.

1. In case of question of accountability, the Business Manager shall be called and the Employer and Business Manager shall arbitrate any differences.

2. If the arbitration procedure in (C) 1 fails, either the Employer or Business Manager may refer the dispute to the Joint Arbitration Board defined in Section 13 (B).

(D) On projects requiring fifteen (15) or more employees, suitable facilities for the protection of work clothes and lunch boxes shall be provided. Such facilities shall consist of a storage shack, trailer or other suitable area. Heat to be provided if necessary.

(E) A steward shall be a working employee, appointed by the Business Manager, who shall, in addition to their work as a Journeyman, be permitted to perform during working hours such of their duties as cannot be performed at any other time. Management shall make reasonable effort to inform the steward of all disciplinary actions.

1. Employer to be notified whenever possible on the appointment or change of steward.

2. The Employer shall notify the Local Union of their intention to discharge a Steward, unless the said discharge is for cause. This notice shall be given not less than twenty-four (24) hours prior to the effective time of the discharge.

(F) There shall be no objection for an employee having ten (10) minute break in the a.m. and a ten (10) minute break in the p.m. providing they

do not leave their immediate work area unless otherwise mutually agreed upon by Employer and Union. This provision would also constitute two (2) ten (10) minute breaks per shift when the employee is on shift work.

When the first work period or the second work period before or after lunch is less than four (4) hours, the coffee break schedule for that work period shall be eliminated and total time of the lessor work period shall be considered work time.

(G) All work covered by this Agreement shall be performed in conformity with all applicable municipal, county and State ordinances, statutes and codes.

(H) It shall constitute a material breach of this Agreement for any Employer to sub-contract any work covered by this contract, and to be done at the site of construction, alteration, or repair of any building, structure, or other work, to any contractor who is not a signatory party to this contract. As used in this section, the term "sub-contract" shall include any arrangement under which an Employer permits any other person, firm or corporation, other than their own employees, to perform work under a license or permit that has been issued to them by any government agency. In the event that any unusual or specific condition arises, interfering with the compliance of this Section by the Employer, said employer shall request a meeting of the Joint Arbitration Board for a decision dealing with the unusual or specific condition.

When an owner specifies that a certain business do controls work, the contractor shall document such with the owner and notify the Union in writing. The contractor shall not attempt to influence the general contractor or owner to direct or control which subcontractor shall be used to perform any part or portion of bargaining unit work.

(I) The Union reserves the right to affiliation with organizations of like nature. This includes State Federations of Labor, Central Bodies, Building Trades and other groups affiliated for the same purpose.

(J) Each Employer covered by this Agreement shall carry Workmen's Compensation Insurance on all employees.

(K) Each Employer covered by this Agreement shall elect voluntarily to become an Employer liable to the provisions of the Colorado

Employment Security Act to insure coverage of all employees for Unemployment Insurance Benefits. Nothing herein shall require an Employer to make an election which makes them liable for retroactive payments.

(L) All work described in Appendix B "Plumber" shall be assigned to and performed by employees covered by this Agreement.

All work described in Appendix B "Pipe Fitter" shall be assigned to and performed by employees covered by this Agreement.

(M) An Employer cannot terminate an employee's employment or otherwise penalize them for refusing to violate State or Municipal Ordinances or codes, and there shall be no discrimination concerning compensation, working conditions, employment, hiring or any other term or provision of this contract because of race, color, religion, sex, age or national origin of the employee or prospective employee.

(N) It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to go through or work behind any primary picket line, including the primary picket line of a Union that is party to this Agreement. Further, it shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, in the event an employee refuses to work on any job with another employee of the same craft whose wages and working conditions are not equal to, or superior to those provided for in this Agreement.

Section 7 - Piping Specialist

When an owner requires employees working under this Agreement to work in company issued clothing and full face respirators or in full body suits and/or supplied air situations while working in facilities that manufacture, store and/or use radioactive substances, nerve gas and/or defoliants, employees will receive $3.75 per hour in addition to the basic hourly rate for the shift.

Section 8 - Hours of Employment:

(A) The hours of employment shall be any consecutive eight hour period between the hours of 6:00 a.m. and 6:00 p.m., five (5) consecutive days

per week, Monday through Friday and 6:00 a.m. to 8:00 p.m. on service or repair work.

(B) Any worker, after being hired and reporting for work at the regular starting time and for whom no work is provided shall receive pay for two (2) hours at the prevailing rate of wages, unless they have been notified by the Employer before leaving their home not to report; and any worker who reports for work, and for whom work is provided, shall receive not less than two (2) hours pay. However, the exceptions shall be when weather or strike conditions make it impossible to put such employee to work, where stoppage of work is occasioned thereby, or when a worker leaves their work of their own accord, or when a worker is discharged for cause.

The above shall not apply to Service, Repair, Residential or Residential Remodeling work.

(C) Employers may require that the necessary employee report for emergency work on Saturdays. Employers, however, must pay the employee a minimum of two (2) hours pay for each service.

(D) Holidays shall consist of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event a named holiday shall fall on Saturday or Sunday it will be recognized on the respective Friday or Monday, and shall, if worked, be paid at double the hourly wage rate. Whenever possible, the observance of a holiday listed above shall coincide with the observance of holidays as set forth in Executive Order No. 11582 dated February 11, 1971.

(E) On National General Election Day, employees working the day shift will be paid for a full eight (8) hours for seven (7) hours worked, provided the employee submits to the employer written proof of having voted on a form approved by the Unions and the Contract Administration Fund of Northeastern Colorado, Inc.

(F) Four (4) ten hour days may be worked in one week on a particular job, provided it is first mutually agreed to in writing by both the Business Manager of the Local Union and the Employer.

(G) If a holiday falls on a weekday, Monday through Friday, the employee may work a four (4) day ten (10) hour shift at the straight time rate to achieve a forty (40) hour week if mutually agreed to by the employee and the employer.

Section 9 - Shift Work.

(A) On any project where the Employer chooses to work additional shifts, the following shift differential shall be paid. Not less than five (5) consecutive working days will be required to constitute shift work.

1. 8 hours Swing Shift - 15% of the basic wage rate as defined in the wage sheet in the front of this Agreement, excluding a half hour lunch period.

2. 8 hour Graveyard Shift - 15% of the basic wage rate as defined in the wage sheet in the front of this Agreement, including 20 minutes of paid lunch time.

(B) Shift Descriptions.

1. Swing Shift - any shift not exceeding 8 hours plus a 30 minute lunch period starting after 3:00 p.m. and ending before 1:00 a.m. the following day.

2. Graveyard Shift - any shift not exceeding 8 hours including a 20 minute lunch period starting after 11:00 p.m. and ending before 8:00 a.m. the following day.

(C) Any shift starting on Saturday, Sunday, or a Holiday shall be paid the overtime premium as defined in Section 4 plus the 15% shift differential as defined in this Section.

Section 10 - After 4 Shift

(A) A straight time shift may be structured with any number of persons as long as supervisory formula applies. This shift may start after 4:00 p.m. any day and does not require any number of continuous days. The normal 24 hour day period shall be from 6:00 a.m. to the following 6:00 a.m. Overtime

formula shall apply when an employee works more than any eight (8) hour period during a day period or on Saturday or Sunday and Holidays. This Article applies to remodel, retrofit or tenant finish in occupied buildings.

(B) The Employer and the Unions can negotiate other shifts for special jobs or projects.

Section 11 - Foreman

The number of Foremen of the various classes shall be determined by the following schedule:

FOREMEN SCHEDULE

Journeyman and Apprentices	Foremen	General Foremen	Totals
1 through 3	0	0	3
* 4 through 8	1	0	9
* 9 through 12	2	0	14
* 13 through 16	2	1	19
* 17 through 24	3	1	28
* 25 through 32	4	1	37
* 33 through 40	5	2	47

Thereafter:

The last crew developed on a project or job may be increased to twelve (12) before another Foreman or General Foreman is required.

and

For every four additional Foremen there shall be one additional General Foreman.

and

*Crew Includes: All classifications, i.e., Journeymen, Apprentices, Utility Plumber and Pipetradesmen or other applicable classification.

Section 12 - Rights of Employer.

(A) Except as they are limited by the terms of this Agreement, the prerogatives of management include, but are not limited to the exclusive right to hire, promote, demote, transfer, discharge, increase or decrease the work force to meet the exigencies of the business, and to maintain the efficiency of the operation. Any of the rights, powers or authority the Employer had prior to the signing of the Agreement are retained by the Employer except those specifically abridged, delegated or modified by this Agreement.

The Employer retains the right to hire applicants for employment and, in addition, the Employer may request, by name, any applicant registered with the Union, whether or not that applicant had worked for the employer previously. This shall be allowed on a 50% basis, that is, the first person can be called by name without restriction to their position on the union list. The second person hired shall be from the union list. This may be repeated on a 50 % basis.

Nothing herein is intended to preclude the submission of any grievance to the Joint Arbitration Board as provided for in this Agreement.

(B) No Employer, party to this Agreement, shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other Employers signatory to the local agreement employing members of the Union, parties hereto performing like work in the same jurisdiction. In the event such a contract should be written, the terms and conditions considered to be more favorable shall become part of this Agreement at the option of the Employer.

(C) In the event of damage or loss to the Employer through inferior workmanship or neglect on the part of any journeyman covered by this agreement:

1. It shall be reported to the Business Manager for arbitration and remedial action.

2. If not resolved by (C) 1 it shall be referred to the Joint Arbitration Board and said arbitration procedures as defined in Section 13.

(D) It shall be a material breach of this contract for any employee, while employed under the terms of this contract, to perform any Plumbing, Heating, Sprinkler or any other work under the jurisdiction of the United Association as a contracting party or a sub-contracting party commonly called "Moonlighting". Any employee violating this clause shall be subject to discharge or charges being filed against them by the Employer or the Union.

Section 13 - Grievance and Arbitration.

(A) - Grievance:

No later than 2 working days after an alleged violation of the Agreement, the following steps will be followed:

Step 1: The grievant shall notify the foreman or steward and foreman on the job site to resolve the dispute.

Step 2: If the dispute is not resolved in three (3) working days after step one, the grievance will be submitted in writing to the Union to resolve with the Employer.

Step 3: If the dispute is not resolved in ten (10) working days after step 2, the grievance is submitted to the Joint Arbitration Board as described below.

(B) - Arbitration

(1) The Employer shall be represented by a committee of four (4) appointed by the Contract Administration Fund of Northeastern Colorado, Inc. and the Union shall be represented by a committee of four (4), who shall act as a Joint Arbitration Board. This Board is to be clothed with full authority to act for their respective parties in all matters pertaining to this Agreement. This Joint Board shall meet at least once each quarter or as often as it is necessary to carry out the intent and purpose of this Agreement. Every decision of the Joint Arbitration Board shall be final, binding and conclusive upon all parties.

(2) It is the intent and purpose of the parties to establish an efficient, simple and expeditious procedure for settling all disputes, grievances and controversies which may arise during the term of this Agreement. In the

event the Joint Arbitration Board deadlocks over any matter properly submitted to it, the parties shall choose an impartial arbitrator to resolve the dispute. If the parties cannot agree on the selection of an impartial arbitrator, they shall choose an arbitrator from a panel of five (5) qualified persons submitted by the Federal Mediation and Conciliation Service.

(3) Any Employer, the Contract Administration Fund of Northeastern Colorado, Inc., and either of the Unions shall have the right to submit to the arbitrator for final determination any grievance, dispute or controversy arising during the term of this Agreement which cannot be resolved by the Joint Arbitration Board; provided, however, any grievance, dispute or controversy, with respect to timely payments, arising under Article VI of this Agreement shall not be subject to the provisions of this Article. Within ten (10) days after notice of such submission, the arbitrator shall conduct a hearing on the grievance, dispute or controversy, and within thirty (30) days after the hearing, the arbitrator shall render a decision which shall be final, binding and conclusive on all parties.

(4) Nothing herein shall be construed to deprive the Joint Arbitration Board of its authority to settle a grievance, dispute or controversy, provided however, that at the option of any party hereto such grievance, dispute or controversy may be submitted to the umpire, rather than the Joint Arbitration Board for determination, and provided further that if any grievance, dispute or controversy shall deadlock before the Joint Arbitration Board, it shall be submitted to the Impartial Arbitrator for final determination. Every decision of the Joint Arbitration Board shall be final, binding and conclusive upon all parties.

(5) There shall be no stoppage of work by strike or lockout or picket over any grievance, controversy, disagreement or dispute which is subject to Joint Arbitration Board action or arbitration. The expenses of said arbitration shall be shared equally by the parties involved in said grievance, controversy, disagreement, or dispute.

(6) Nothing herein shall be construed to deprive a party from instituting and/or prosecuting a civil action against any other party pursuant to Section 301 and/or 303 of the Labor Management Relations Act of 1947 as amended; provided however, such civil action shall not be instituted by a party which has submitted to arbitration a grievance, dispute, or controversy which would resolve the issue(s) sought to be determined by such civil action.

Section 14 - No Strike - No Lockout.

(A) Neither the Union nor any of the employees covered by this Agreement will collectively, concertedly or individually induce, engage in or participate directly or indirectly, in any strike, sympathy strike, picketing, slowdown, stoppage or other curtailment or interference with the Employer's operations, or interference with the flow of materials or persons in or out of places where the Employer is doing business. The Union agrees to exert every effort through its local officers and representatives to end any unauthorized interruption of work. The Employer will not lock out any of the employees covered by this Agreement.

(B) The elimination of a strike caused by an impasse of negotiations at the time the current collective bargaining Agreement has expired is not included above.

Article VI

EMPLOYEE BENEFIT FUNDS

Section 1 - Contributions to the Colorado Pipe Industry Employee Benefit Funds

(A) As part of the compensation due employees for work performed under this agreement, the Employer shall make payments to the Colorado Pipe Industry Insurance Fund, The Plumbers and Pipe Fitters National Pension Fund, the Denver Pipe Industry Vacation Fund, and the Apprentice and Journeyman Training Fund for each hour worked by each employee whose work is covered by this Agreement, in the amounts set forth in the wage/fringe sheet in the front of this Agreement.

As per the decision of the Industry Relations Council, dated June 30, 1998, "Employer contributions for Apprenticeship Training Fund shall be the same for Local #3 and Local #208", effective July 1, 1999.

To avoid payment in fractions of cents, the Employer shall round out any payment of one-half cent or more to one cent and shall round out any payment under one-half cent to the nearest cent below.

(B) Voluntary designations to the Colorado Pipe Industry Annuity Fund. In addition to the contributions required by Section 1, individual employees working under the Collective Bargaining Agreement shall have the option of participating in the Colorado Pipe Industry Annuity Fund. Each employee will be allowed to designate an amount to be contributed to the Annuity Fund in accordance with the Annuity Fund's Trust Agreement, rules and regulations. The Employer will be required to deduct said contribution designated by the employee from the employee's wages and remit said amount to the Trustees of the Annuity Fund for deposit in the employee's annuity account. An election to participate in the Annuity Fund, and the designation of an hourly contribution amount, shall be governed by the Annuity Fund rules and regulations, as adopted by the Trustees of the Annuity Fund and subject to change in their sole discretion.

The Employer shall be required to comply with all the terms and requirements of the Colorado Pipe Industry Annuity Fund, the plan, the rules and regulations of the Trustees and the trust fund.

Section 2 - Compliance with Trust Agreements

The Employer agrees to comply with all terms and provisions of each trust agreement establishing the respective Employee Benefit Funds and shall comply with all rules and regulations promulgated by the Trustees of the funds.

Section 3 - Monthly Reporting Requirements

On or before the fifteenth day of each calendar month, the Employer shall prepare and transmit to the Fund Administration(s) of the Colorado Pipe Industry Employee Benefit Funds and The Plumbers and Pipe Fitters National Pension Fund a report showing the number of hours worked and gross wages, by each employee covered by this Agreement during the payroll periods ending in the preceding calendar month. Said report shall include the social security number of each employee. The report shall be in such form as shall be prescribed by the Trustees of the Employee Benefit Funds.

Section 4 - Working Dues Check Off

The Local Union has established a working dues check-off procedure for its members. Each Employer shall deduct from the net pay due on an

employee in each payroll period working dues (a percentage of his gross pay and/or specific amount per hour, as certified by the Union), provided the Employer has been furnished with a fully executed authorization. Such deduction shall be made by the Employer from each payroll check in each calendar month and shall be remitted by the Employer to the Fund Office with the Fringe Payment and reported as per the Collective Bargaining Contract. The working dues check-off authorization shall be in the following form:

WORKING DUES CHECK OFF
AUTHORIZATION AND ASSIGNMENT

The undersigned hereby authorizes and directs my Employer to deduct working dues (a percentage and/or a specific amount per hour of my gross pay as certified by the Union) from my wages in each and every payroll period. I further authorize and direct my Employer to remit once a month to the Union all moneys so deducted from my wages.

This authorization and assignment shall be irrevocable for a period of one year or until the termination of the applicable collective bargaining Agreement, whichever comes first, and shall thereafter be automatically renewed for successive periods of one year or until the termination of the applicable collective bargaining Agreement, whichever occurs first, unless written notice is given by me to my Employer and the above named Union at least forty-five (45) days, but not more than sixty (60) days, prior to the expiration of each one year period or of the applicable collective bargaining Agreement, whichever occurs first.

This authorization and assignment are made pursuant to Section 302 of the Labor-Management Relations Act, 1947, as amended, and is in full force and effect to the extent permitted by that statute.

Signature: _____

Social Security No. _____ Date: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Section 5 - Contributions to the Colorado State Pipe Trades Association Committee for Political Action and Check-Off Authorization

As part of the 1998 negotiations between the Unions and The Contract Administration Fund of Northeastern Colorado, Inc., it is agreed that each Employer will deduct the amount of $.03 per hour worked as a contribution to the Colorado State Pipe Trades Association Committee on Political Action ("PAC") from the wages of each employee who signs a voluntary check-off authorization form authorizing such PAC contribution and deduction. The sums checked off will be remitted to the Fund Office with the fringe payment and reported as per the Collective Bargaining Contract.

Section 6 - Delinquency

(A) Payments required by this Article shall be delinquent if not made on or before the 15th day of any calendar month for all work performed during the preceding calendar month.

(B) Any Employer who fails to make any contribution due the Employee Benefit Funds on or before the date that such employee benefit contribution becomes delinquent, as provided herein, shall be liable to the Employee Benefit Funds for interest on the delinquent account at the rate of 2% per month which shall be charged from the time of the delinquency until the time of payment.

(C) After determination by the Trustees of the failure of the Employer to make payment on the date due, the Union may thereafter act to remove all employees from the delinquent Employer. (In the event employees are removed, those employees shall receive pay for loss of time not to exceed 16 hours per employee).

Section 7 - Employer Required To Pay All Costs, Fees and Expenses Caused or Occasioned by its Delinquency

Any Employer who fails to make timely payments due the Employee Benefit Funds as herein provided, shall be obligated by reason of such default to pay all expenses, costs and fees incurred by the Trustees of the Funds to collect the moneys due from the Employer. Such expenses shall include, without limitation, auditor's fees and costs, attorney's fees and costs, and clerical

and administration costs of the office of the Fund Administrator(s). Subject to the direction of the Trustees of the Employee Benefit Funds, the Fund Administrator(s) is authorized to allocate and bill to each delinquent Employer the costs and expenses of collecting the Employer's delinquent account, and the Employer shall be obligated to make remittance of such costs and expenses within ten (10) days after receipt of the fund manager's statement of account, provided however, the Employer may contest the correctness or accuracy of such statement of account, as provided in Section 8 of this Article VI.

The only exception to this rule is if the delinquency goes to arbitration and the arbitrator determines that the Employer was not in default, the Employer shall be allowed to recover from the Fund its reasonable expenses incurred by reasons of the arbitration including time lost by employees in giving information to the fund manager or evidence to the arbitrator and attorneys' fees and costs.

Section 8- Administrator(s) Authorized To Determine Costs, Fees, and Expenses and Interest

Subject to the direction of the Trustees of the Employee Benefit Fund, the Fund Administrator(s) shall be authorized to determine, on the basis of all available information, the amounts due the fund including costs, fees and interest from a delinquent Employer, and to render a statement of account therefor to the Employer. The Employer shall have the right, within ten (10) days after receipt of said statement of account, to contest its correctness or accuracy by submitting the matter to the arbitrator, whose decision shall be final and conclusive on all parties. If the delinquent Employer does not contest the statement of account within the said ten-day period, it shall be conclusively presumed to be correct, and not subject to further challenge by the Employer.

Section 9 - Payment Bond

(A) Each Employer shall be required to obtain a Payment Bond providing security to the Employee Benefit Funds in the amounts set forth below:

NUMBER OF EMPLOYEES WORKING UNDER COLORADO COLLECTIVE BARGAINING AGREEMENT	REQUIRED AMOUNT OF BOND SECURITY

1 - 5	$ 2,000/Employee
6 - 10	$ 20,000
11-15	$ 30,000
16 - 20	$ 40,000
21 - 30	$ 60,000
31 or more	$100,000

In calculating the number of employees under Colorado contract, non-bargaining employees shall not be counted.

This Bond may, at the option of the Employer, be a surety bond executed by the Employer and a surety company qualified to do business in the State of Colorado and acceptable to the Trustees of the respective Funds in such forms as shall be prescribed by said Trustees and conditioned on the faithful performance and discharge by the Employer of all obligations and liabilities provided in this Article. A cash bond or certificate of deposit deposited with the Administrator(s) of the Employee Benefit Funds in an Escrow Account in a Federally Insured Bank or an irrevocable letter of credit may also be used.

(B) An Employer shall be required to adjust the amount of its Payment Bond or other security instrument, or to obtain an additional Payment Bond or security instrument, whenever due to an increase in the number of employees performing work under the Contract throughout the State of Colorado, the Payment Bond or other security instrument no longer meets the requirements set forth above.

(C) The Payment Bond or other security instrument shall expressly state that it covers work in the entire State of Colorado and the National Fund. Only one bond per employer shall be required provided such bond is a sufficient amount to cover all employees working under all Collective Bargaining Agreements throughout the State of Colorado.

(D) The Union shall require that proof of bonding or security as set forth above be furnished when bargaining employees are dispatched.

(E) Whenever the Trustees determine that an Employer has become delinquent in the payment of fringe benefit contributions due under this Article, including interest, costs, expenses and attorney's fees, if any, or fails to

file a Payment Bond as required by this section, the Union shall refuse to furnish men to such Employer while any such deficiency exists.

Section 10 - Union and Trustees' Right To Be Made Whole/Pursue All Remedies

The parties recognize that the failure of an Employer to make timely remittance of contributions due the Employee Benefit Funds, as provided herein, causes economic loss to the Funds and to the employees of the Employer. It is the purpose and intention of the parties that an Employer who fails to make timely remittance of contributions to the Employee Benefit Funds shall be required to make whole the Funds and the employees for all losses and expenses which are incurred as a result of the Employer's default. It is therefore agreed by the parties that, in addition to all other remedies provided by law, the Trustees of the Employee Benefit Funds and/or the Union shall have the right, at their option, to pursue any and all remedies, including but not limited to, those herein provided, for the collection of moneys due the Fund and reimbursement for all expenses incurred in connection therewith.

Section 11 - Arbitration of Employer's Obligations under this Article

The parties shall choose an impartial arbitrator to hear and determine all issues, disputes and controversies concerning the Employers' obligations under this article. Every decision of the arbitrator rendered pursuant to the provisions of this Article shall be final, binding and conclusive upon all parties. The Union, the Trustees of the Employee Benefit Funds, the fund manager, an Employer, shall have the right to submit to the arbitrator for final decision any issues, dispute or controversy concerning the Employer's obligations under this Article. Each party to this Agreement hereby recognizes and accepts the jurisdiction of the arbitrator, and any successor arbitrator, as herein provided, and agrees that any issue, dispute or controversy concerning an Employer's obligations under this Article shall, upon request of any of the above mentioned parties, be submitted to the arbitrator for resolution and decision. Each party to this Agreement further agrees to comply with any order, subpoena, decision or award of the arbitrator directed to such party.

Section 12 - Right To Sue Not Dependent on Exhaustion of Arbitration Procedures

The Unions, the Contract Administration Fund of Northeastern Colorado, Inc., or either of them, or the Trustees of any of the respective Employee Benefit Funds shall have the right to bring an action in any court of competent jurisdiction to obtain appropriate legal and equitable relief for any breach by the Employer of any provision of this Article. Such action may be commenced without first exhausting the grievance or arbitration procedure of the Agreement, and the fact that such grievance or arbitration procedure has not been exhausted or initiated shall not constitute a defense to any action under this Section. In any such action the prevailing party shall be entitled to recover all costs and expenses of litigation, including a reasonable attorney's fee.

Section 13 - Arbitrator's Power to Subpoena or Other Production of Documents and Other Tangible Things

The arbitrator shall have the power to subpoena, or order the production of, payroll records, including records of employees' time worked, from any Employer, provided however, that an Employer shall not be required to produce any record of any transaction occurring more than six (6) years prior to such subpoena or order to produce.

Section 14 - Employer and Employees' Duty To Cooperate with Administrator(s)

It shall be the obligation of every employee to cooperate with the administrator(s) of the Employee Benefit Funds in determining the amount of contributions due the Funds from their Employer or former Employer. Every employee shall supply the manager of the Funds with all information which the manager may request as to the number of hours worked by the employee. In the event an Employer at any time fails to make timely remittance of the contributions due from it to the Employee Benefit Funds, as provided in this Article, or fails to submit any monthly report, as required by the provisions of this Article, the Employer shall, upon written request by the fund administrator, either provide the information requested by the fund administrator within 48 hours or allow its employees to leave their work for the purpose of supplying the fund administrator with such information as they may require to determine the amount of contributions due from the delinquent Employer, and/or for the purpose of giving testimony and other evidence to the arbitrator. In the event the Employer fails or refuses to supply the required information to the Fund Administrator(s), all time spent by an employee of a delinquent Employer in

supplying information to the fund administrator and;/or presenting evidence to the arbitrator, including necessary travel time, shall be considered as time worked for the delinquent Employer by the employee for all purposes, and the Employer shall make payment to the employee and to the Employee Benefit Funds all wages and contributions due as provided herein for all such time spent by the employee. Every request by the fund manager for an employee to be excused from their work, as provided in this paragraph, shall be made in writing, not less than twenty-four (24) hours prior to the time when the employee, or employees, are to be excused from work.

Section 15 - Judgment on Arbitration Award

Pursuant to the provisions of 61 Stat. 672, U.S.C. §§ 9, each of the parties hereto agrees, upon application, that the United States District Court for the District of Colorado shall enter a judgement on the award of the arbitrator. Each party hereto consents that all papers, notices, or processes necessary or proper for the institution or continuation of any arbitration proceeding hereunder, or for the confirmation of an award and entry of judgment thereon, may be served on such party by certified United States mail with return receipt requested, addressed to such party at their last known address. Each of the parties hereto agrees and consents that the arbitrator is authorized to proceed ex parte in the event that any party, after reasonable notice, as provided herein, neglects or refuses to attend any hearing or other proceeding in any matter before the arbitrator without having previously shown good cause for omitting, or failing to attend such hearing or other proceeding.

Section 16 - Contributions Considered Wages for Purposes of State Laws

It is recognized and agreed by the parties that Employer's contributions to the Employee Benefit Funds named in Section 1 of this Article VI are an integral part of the wages or compensation due employees for their work and labor, and are subject to all laws of the State of Colorado, including mechanic's lien and public contractor bond and lien on fund laws, which govern, provide for, or secure payment of, wages to employees by their Employers.

Section 17 - Right To Examine Books and Records

The Trustees of any of the Employee Benefit Funds shall have the right at any reasonable time, and from time to time, to examine the Employer's payroll records, including all time sheets, time books, time cards, and reports containing information concerning the number of hours worked by employees of the Employer, provided, however, each such examination of the Employer's records shall be limited to the period of six (6) years prior to such examination, and provided further, that not more than one such examination shall be made in any twelve-month period. The Trustees shall designate an accountant, or other qualified person, to make such examination. In the event the examination of the Employer's records reveals a substantial deficiency in the Employer's payments to the Employee Benefit Funds or the Contract Administration Fund of Northeastern Colorado, Inc., the Employer shall be liable to the Trustees of the Employee Benefit Funds and the Contract Administration Fund of Northeastern Colorado Inc. for the expense of such examination.

Section 18 - Material Breach

Failure of the Employer to comply with any provision of this Article shall constitute a material breach of contract by them and shall release the Union and its members from all obligations hereunder.

VACATION RULES AND REGULATIONS

Section 19

(A) In order to provide Journeymen and Apprentices of the Pipe Industry working under this Agreement with a paid vacation plan, the parties have established the Denver Pipe Industry Vacation Fund. It is the intent of the parties that contributions to the Vacation Fund are to be used for the purpose of allowing employees to take a vacation each year without loss of pay. Employees working under this Agreement are encouraged to use their vacations to rest, relax, and enjoy activities outside of work.

(B) The Employer shall make all legal payroll deductions for federal and state income tax, social security, medicare, and applicable local taxes from each employee's total wages and shall then transmit the full amount of the employee's vacation pay to the Fund Administrator of the Colorado Pipe Industry Employee Benefit Funds, together with the monthly remittance report. The Employer shall pay the contributions to the Vacation Fund for each hour

worked by each employee at the rate set forth in the Wage/Fringe Sheet on the front of this Agreement.

(C) Vacation contributions shall be paid for all regular and overtime hours worked. Overtime contributions shall be paid at the rate of time-and-one-half or double time as applicable.

(D) Upon receipt of the vacation contributions, the Fund Administrator will deduct a monthly administration fee from each employee's contributions in the amount of One Dollar ($1.00), or such different amount as may be established by the Board of Trustees of the Vacation Fund. Such administrative fee shall be used for the purpose of defraying the reasonable costs of administering the Vacation Fund. The Fund Administrator will transmit the vacation contributions, less the monthly administrative fee, to the bank for deposit into individual accounts for each employee.

Section 20

(A) It is the intention of the parties that individual vacations should, as far as possible, be granted to each employee in accordance with the established vacation practices. It is recognized that this may not always be practical because of individual circumstances, or other sufficient reasons, and in such cases, vacation arrangements shall be made to fit the needs of each particular job or shop.

(B) Not more than twenty percent (20%) of the employees in a shop or on any job shall be granted their vacation at the same time, unless agreed to by the Employer.

(C) Any employee who is unable to take vacation at the time agreed upon, as provided for above, either because of accident or sickness, or because the employee is required by the Employer to work during that period, shall be granted a vacation by the Employer as soon thereafter as is reasonably convenient. When the employee is so required by the Employer to work during the vacation period as previously decided upon, the employee will be paid for his work during such period at the regular rate of pay set forth in this Agreement.

Section 21

(A) The vacation contributions deposited into an individual account at the bank may be withdrawn at any time by the employee on whose behalf the contributions were paid.

(B) In the event of the death of the employee, the balance on deposit in the employee's individual account shall be paid according to the directions given by the employee to the bank. If an individual account has not been established, the balance of any contributions shall be paid to the employee's designated beneficiary, or if no beneficiary is designated, to the employee's surviving spouse, and if there is no surviving spouse, to the personal representative of the employee's estate, and if there is no personal representative, to the employee's closest surviving relative or relatives.

(C) The Union, the Employer, and each employee covered by this Agreement agree and understand that if no vacation contributions have been deposited to an account established pursuant to this Agreement during any period of twelve (12) consecutive months, and no withdrawl has been made from the account during such twelve (12) month period, and if no withdrawl or demand for moneys on deposit in the account is made by the employee within three (3) months after written notice has been mailed to such employee at his or her last known address, and no demand or claim has been made by such employee, or by his or her designated beneficiary or duly authorized representative during such three (3) month period, such moneys may be transferred at the direction of the Board of Trustees into the administrative account of the Vacation Fund for use in defraying reasonable expenses of administering the Vacation Fund.

Article VII

CONTRACT ADMINISTRATION FUND OF NORTHEASTERN COLORADO, INC.

Section 1 - There is hereby established a Contract Administration Fund of Northeastern Colorado, Inc. Each Employer shall contribute $.20 per man hour worked for the purpose of providing management representation for the negotiation and administration of this Agreement, on behalf of signatory Employers; and for such other purposes as may be considered beneficial to the Plumbing and Pipefitting Industry, by the Board of Directors of the Fund. The

payment to the Contract Administration Fund of Northeastern Colorado, Inc. shall not be considered to be wages or compensation. This contribution rate shall increase to $.21 per hour on July 1, 2004.

The intent and purpose of the Contract Administration Fund of Northeastern Colorado, Inc. shall be to support the activities required by the Collective Bargaining Agreement, preserve and promote the industry, and other activities as the Board of Directors may decide upon.

Uses of the Contract Administration Fund of Northeastern Colorado, Inc. will include:

1. Cost of negotiations.
2. Cost of staff
3. Ongoing administration of Agreement.
4. Office - physical plant, phones, etc.
5. Insurance - liability, etc.
6. Lobbying effort.
7. Legal and accounting costs.
8. Cost of 302 Trusts.
9. Market surveys.
10. Collect and disburse information relative to the plumbing and pipefitting industry.
11. A monthly financial statement will be furnished to participating local unions.
12. An Annual Certified Audit will be furnished to the participating local unions.

The Contract Administration Fund of Northeastern Colorado, Inc. will not be used for the following:

1. Direct subsidies or payment to Employers during, for or in connection with a period of strike, lockout, or work stoppage.

2. Publicity of public relations campaign in support of management positions in respect to bargaining with the union.

3. Promotion of legislation in direct conflict with the union's position.

4. Contribute to national or local political campaigns.

Sections 2, 3, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 17 of Article VI shall apply to the payment and/or collection of payments to the Contract Administration Fund of Northeastern Colorado, Inc. as with all "Fringe Funds" of this Agreement.

Article VIII

APPRENTICE AND JOURNEYMAN TRAINING

Section 1 - The responsibility of promoting and administering Apprentice and Journeymen Training Programs and the adoption of National Apprenticeship Standards shall be vested in the Denver Pipe Fitter's Joint Apprenticeship and Journeyman Committee and the Denver Plumber's Joint Apprenticeship and Journeyman Committee, consisting of equal numbers of Employer and Union representatives, (appointed by each respective party, signatory hereto, each of which is hereby vested with the necessary authority to accomplish the objective with which it is charged).

There shall be a goal of sixty (60) Pipe Fitter apprentices enrolled in a Pipefitter's Local 208 apprentice program, and fifty (50) Plumber Apprentices enrolled in a Plumber's Local 3 Apprentice program. The Employer shall make reasonable efforts to provide employment.

Section 2 - The Joint Apprenticeship and Journeyman Committee shall assign an "Anniversary Date" to each Apprentice, concurrent with the date of their indenture.

RULES GOVERNING EMPLOYMENT OF APPRENTICES

Section 3 - An Employer who employs one Journeyman the major portion of the year, shall be entitled to one indentured Apprentice. No Journeyman shall work with or receive the assistance of more than one Apprentice. For each additional three Journeymen, the major portion of the year, they shall be entitled to employ one additional indentured Apprentice. Recognizing that the Joint Apprenticeship and Journeyman Committees may be faced with special circumstances concerning Apprenticeship not specifically

covered by this Agreement, the Joint Committee is empowered to resolve the specific problem by unanimous vote of the full Joint Committee.

Section 4 - An Apprentice may work alone during their 5th year on a job under the supervision of a Journeyman.

Section 5 - The Apprentice wage rate shall be determined on a percentage basis, relative to the basic hourly wage rate of Journeyman set forth in the front of this Agreement.

1st six months - 50%
2nd six months - 55%
2nd twelve months - 60%
3rd twelve months - 70%
4th twelve months - 80%
5th twelve months - 85%

Section 6

(A) Apprentices who are employed and registered with the Joint Apprenticeship and Journeyman Committee, shall receive the increase specified at the end of the first six months and the second six months unless it is determined by the Employer or the Joint Apprenticeship and Journeyman Committee that the Apprentice is not suited for the Industry and should not be continued in training.

(B) Any Apprentice employed and indentured as required by this Agreement shall receive, be covered by and be subject to all the provision hereof. The percentage applied to the basic wage rate, in accordance with Section 5, shall not apply to contributions to the Pipe Industry Funds specified in Article VI.

Exception: For apprentices; no contribution to the Pension Fund will be required during their first one year period; after being advanced to their second year period, they will be paid the same percentage of the Pension contribution as is equal to their wage percentage.

(C) - In order to qualify for the above wage increase, the Apprentice shall be required to take an examination or test, and to pass with a satisfactory

grade to be established by the respective Joint Apprenticeship and Journeyman Committee. The examination will be given at the conclusion of each school year.

(D) - The Apprentice shall receive the increase in the percentage of the basic wage rate for which they become entitled, as above set forth in Section 5, on the anniversary date of their indenture.

They shall continue to receive the respective percentage of the basic wage rate as above set forth for this respective period of training, until, beginning with the first examination occurring after certification for increase to the respective training period, they take and pass the examination for that respective training period. After passing said examination for that respective training period the Apprentice shall then, and not otherwise, be qualified and eligible for certification by the respective Joint Apprenticeship and Journeyman Committee for their increase on their anniversary date in the percentage of the basic wage rate for the next higher training period, and they shall remain in each successive training period until they take and pass the examination as above required.

CONTRACT ADMINISTRATION FUND OF NORTHEASTERN COLORADO, INC.

In addition to the "Apprentice Wage Package" each employer shall contribute *$0.20* per man hour worked to the Contract Administration Fund of Northeastern Colorado, Inc. as defined within the Agreement. This contribution will increase to $0.21 per hour worked on July 1, 2004.

(E) - Applications for Apprenticeship Training shall be open a minimum of once each year on such dates as may be determined by the Joint Apprenticeship and Journeyman Committee.

Section 7 - The duties of Apprentices shall comprise the acquisition of knowledge, skill and judgement by attending and working at a legally approved course of apprenticeship training under proper indenturing procedures as required by the Joint Apprenticeship Committee, the Bureau of Apprenticeship Training of the Department of Labor, and United States Vocational Education Laws and Regulations relating thereto, to fit themselves for the work of a Journeyman as described in Article IV hereof, by working

with a qualified Journeyman for the prescribed number of hours on each of the prescribed sections or categories of the work described in Article IV hereof, and the attending of the prescribed courses and the passing of the required examinations for the prescribed courses of instruction as set forth by the Joint Apprenticeship and Journeyman Committee or such other course of instruction or tests as shall be prescribed by the Joint Apprenticeship and Journeyman Committee in accordance with the provisions of this Article.

Section 8 - In no case shall the Joint Apprenticeship Committee rotate or move an apprentice from any shop without the consent of all parties involved, without providing a hearing before the Joint Apprenticeship Committee.

Article IX

JURISDICTION

Section 1 - This Agreement shall apply to building construction, heavy construction, highway construction and the repair, alteration, modification, servicing and maintenance thereof.

Section 2 - Subject to the provisions herein, all jurisdictional disputes not resolved by the parties shall be submitted for final and binding arbitration to the Impartial Jurisdictional Disputes Board for the Construction Industry (hereinafter "Board"), or any other acceptable procedures by both parties. Provided, that all Unions involved in such jurisdictional dispute and all Employers with whom those Unions have collective bargaining agreements have also submitted to the jurisdiction of, and have agreed to be bound by all decisions of the Board when those Employers are involved in a jurisdictional dispute. In the event any Union claiming work jurisdiction from an Employer signatory to this Agreement has a collective bargaining agreement with any Employer which does not provide for settlement of jurisdictional disputes by the Board, then the parties to this Agreement shall not be subject to the jurisdiction of, or be bound by, the decisions of the Board involving such Unions. In the event the above proviso is complied with, the parties hereto agree to and accept, and shall be bound by, the rules, regulations and procedures of the Board or its successor as in effect from time to time.

Article X

UNION SECURITY

Section 1 - All employees, members of the Union, now in the employment of an Employer shall remain members in good standing in the Union, during the term of this Agreement. Every employee covered by this Agreement, hereinafter employed by an Employer, shall become a member of the Union on the earliest date provided by applicable Federal Law after their employment, or the effective date of this Agreement, whichever is later, and shall remain a member of the Union, in good standing, during the term of this Agreement.

Section 2 - An Employer shall not discharge any employee for non-membership in the Union: (a) if they have reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (b) if the Employer has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership. When the Union requests the discharge of an employee pursuant to this Article, the Union shall, if requested by the Employer, provide information substantiating that the employee has failed to comply with the membership requirements of this Article.

Section 3 - Authorized representatives of the Union shall have access to jobs where employees covered by this Agreement are working, provided that they do not unnecessarily interfere with the employees or cause them to neglect their work; and further provided, that such Union representative complies with customer rules.

Article XI

EQUAL EMPLOYMENT OPPORTUNITY

Section 1 - It is agreed all parties signatory to this Agreement will fully comply with Executive Order No. 11246, as amended, and that no employees, or applicant for employment shall be discriminated against in regard to age, race, creed, color, national origin, sex, or disability.

An Employer may, by agreeing to , and signing and abiding by the terms of the Colorado Affirmative Action plan (Revised 1994 and updates), utilize this to meet the requirements of Section 1.

Article XII

SAVINGS CLAUSE

Section 1 - Should any clause or provision of this Agreement be declared illegal or be in conflict with any State or Federal law or regulation, the rest or remainder of this Agreement shall not be affected thereby, and shall remain in full force and effect. The parties agree that if and when any provisions of this Agreement are held or determined to be illegal or void they will promptly enter into lawful negotiations concerning the substance thereof.

Section 2 - The Employer and the Union acknowledge that, during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject set forth in this Agreement, or any matter which was properly the subject of negotiations giving rise to this Agreement. This shall not be construed to prevent the parties to this Agreement agreeing to the discussion or negotiation of any subject matter.

QUALIFICATION CLAUSE

Section 3 - That each of the parties hereto warrants and agrees it is under no disability of any kind, whether arising out of the provisions of its Articles of Incorporation, Constitution, By-Laws or otherwise, that will prevent it from fully and completely carrying out and performing each and all of the terms and conditions of this Agreement, and further, that it will not, by the Article, Constitution, By-Laws, or Charter, or by contract, or by any means whatever, take any action that will prevent or impede it in the full and complete performance of each and every term and condition hereof. The warranties and

agreements contained in this paragraph are made by each of the signatories hereto on its own behalf and on behalf of each organization for which it is acting hereunder. The individuals signing this Agreement in their official capacity and the signatories hereto, hereby guarantee and warrant their authority to act for and bind the respective Unions and Employer associations.

Article XIII

SAFETY CLAUSE

Section 1 - The Employer and the Union agree that safety on the job is of utmost importance. Every effort shall be made toward safe and sanitary conditions of work. It shall not be a violation of this Agreement for any employee or employees to refuse to work under unsanitary or unsafe working conditions, nor shall any employee be discharged for refusing to work under such conditions.

Section 2 - Employees shall comply with safety policies established by the Employer, but only to the extent that such policies have been made known to the employee. Failure to comply with such policies or failure to participate and cooperate in such safety program may be cause for discharge.

Section 3 - All accidents and injuries must be reported by the employees immediately to the Employer.

Section 4 - There is in existence a Substance Abuse Policy which has been agreed to between The Contract Administration Fund of Northeastern Colorado, Inc., Plumbers Local Union #3 and Pipe Fitters Local Union #208. This policy is not part of this Agreement, however, only this policy can be individually adopted by any Employer signatory to this Agreement, who wishes to have a Substance Abuse Policy. The Business Manager will be allowed to act on an individual job basis to allow work under an agreement presented by a third party owner or contractor.

Article XIV

IMMIGRATION

The parties to this Agreement jointly agree to comply with the obligations established by the Immigration and Naturalization Service. To this end the Employers party to this Agreement will not employ persons who do not comply with the requirements established by the Immigration and Naturalization Service. The Unions agree to maintain the appropriate employment eligibility verification information (Form I-9) for all persons referred by the Unions or cleared to work by the Unions. A form will be developed which will then be provided from the Union to the employee and which will then be presented to the Employer. This form will indicate that the Unions have in their possession the eligibility verification information required by the Immigration and Naturalization Service.

Article XV

EXPIRATION

Section 1 - This Agreement shall be in force and effect from 12:01 a.m. August 6, 2003 to 12:00 midnight, June 30, 2006 and from year to year thereafter unless amended or terminated as herein provided.

Section 2

(A) - If any party elects to amend or terminate this Agreement, such party shall, on a date not less than sixty (60) days nor more than ninety (90) days prior to the expiration date of this Agreement, give written notice of such election to the other parties.

(B) - It is agreed that one hundred twenty (120) days before the termination of this Agreement, either Union may officially notify the Contract Administration Fund of Northeastern Colorado, Inc. of its desire to negotiate separately. This notice shall be recognized by all parties concerned.

Section 3 - If the parties fail to reach an Agreement providing for the amendment of this Agreement or fail to reach a new agreement in accordance with requests made as provided in Section 2(A) hereof prior to the

expiration date, the matter will be referred to the Industrial Relations Council as specified in Section 4 below.

Section 4 - If the negotiating parties fail to resolve one or more items in contract negotiations over wages, hours or working conditions, both parties agree to submit the unresolved issues to the Industrial Relations Council for the Plumbing and Pipe Fitting Industry for further negotiation as their representatives, and further agree that all terms and conditions of this agreement shall continue in full force and effect, pending final decision by the Industrial Relations Council.

Article XVI
FUTURE CONSIDERATIONS/HAND TOOLS

The Unions and the Employers, through their Standing Committee, agree to discuss the development of a mutually acceptable hand tool program.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of August 6, 2003.

Employer_____

By_____

Title_____

Address_____

City_____ State_____ Zip_____

Phone No._____

Date Signed_____

JOURNEYMAN PLUMBERS AND GAS FITTERS, LOCAL UNION NO. 3 OF DENVER, COLORADO

By _____

By _____

Date Signed _____

PIPE FITTERS LOCAL NO. 208 OF DENVER, COLORADO

By _____

By _____

Date Signed _____

THE CONTRACT ADMINISTRATION FUND OF NORTHEASTERN COLORADO, INC.

By : _____ Date: _____
Dwight Brinkman

By : _____ Date _____
Allen C. Stone

JOURNEYMAN PLUMBERS AND GAS FITTERS, LOCAL UNION NO. 3 OF DENVER, COLORADO

By: _____ Date: _____
Kurt W. Steenhoek

By : _____ Date: _____
John Ashley

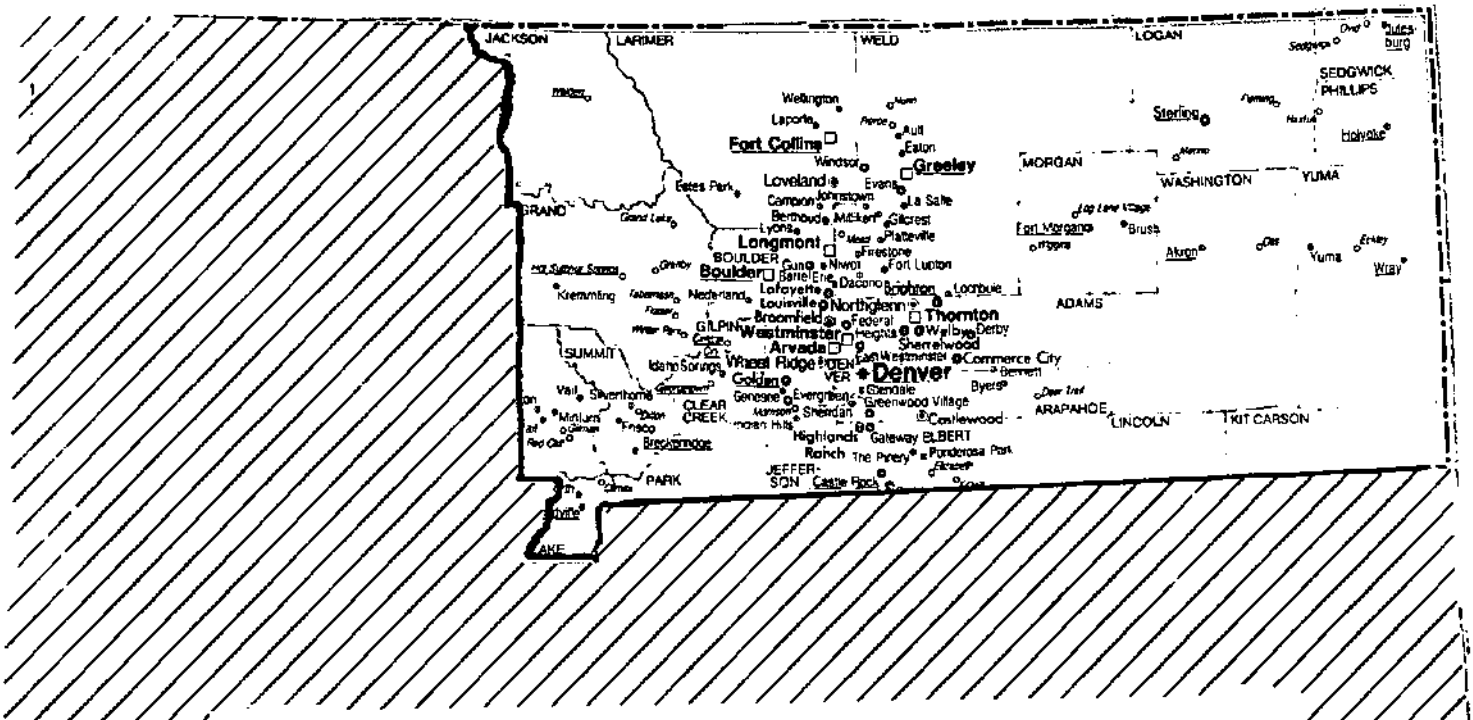
PIPE FITTERS LOCAL UNION NO. 208 OF DENVER, COLORADO

By : _____ Date: _____
Henry E. Solano

By : _____ Date: _____
Howard L. Arnold

By : _____ Date: _____
Ronnie L. Thorp

APPENDIX A - JURISDICTIONAL AREA



HASH MARKED AREAS EXCLUDED FROM LOCAL #3 AND #208 JURISDICTION

APPENDIX B

PLUMBER

The duties of the Journeyman Plumber shall comprise the use of all tools, equipment and skills (in compliance with State laws or regulations or local plumbing codes or other ordinances or regulations which control any of the following installations) necessary for the making of all pipe joints used in the Plumbing Industry regardless of the method or mode; the driving of service trucks transporting materials and equipment to or from the installation upon which the journeyman will work where the transportation of materials and equipment is incidental to the work being done by the journeyman; the laying out and cutting of all holes, notches, chases, and channels and the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, boxes, hangers, and conduits used in connection with the Plumbing Industry in all its divisions, branches and aspects irrespective of the material of which they are constructed and for the reception of the following described plumbing and appurtenances thereto; the loading, unloading, handling, rigging, moving, placing setting, laying out, fabricating, stress relieving, assembling, bending, making, joining, erecting, installing, calibrating, balancing, wiping, testing, repairing, servicing, dismantling, welding, soldering, brazing, beading, cutting or burning of the following described plumbing pipe and plumbing system and the appurtenances thereto used in connection with the Plumbing Industry in all its divisions, branches and aspects (excluding piping and the appurtenances normally referred to as the heating, process piping, refrigeration and air conditioning systems) more particularly described as, but not limited to the following:

1. All piping for water, waste, floor drains, drain grates, supply leaders, soil pipe, grease traps, sewage and vent lines.

2. All cold, hot, and circulating water lines, piping for house pumps, cellar drains, ejectors, house tanks, pressure tanks in plumbing systems.

3. All swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, filter and water storage tanks connected thereto and drainage system from all pools, including scum gutter drains, floor drains serving swimming pools.

4. All water services from mains to buildings, including water meters and water meter foundations in or adjacent to the plumbing system.

5. All water mains from whatever source excepting that which comes under the duties of the sprinkler fitter and pipe fitter.

6. All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools and all subsoil drains within or under buildings.

7. All cast iron pipe both in and outside of buildings that are a part of the plumbing or sanitary system.

8. All liquid soap piping, liquid soap tanks, soap valves, and equipment in both wash rooms, shower stalls and laundries.

9. All bathroom, toilet room, and shower room accessories including, but not limited to, towel racks, paper holders, glass shelves, hooks, mirrors, cabinets.

10. All lawn sprinklers, including piping, fittings, lawn sprinkler heads, and well piping, pumps and appurtenances thereto.

11. All sheet lead lining for X-ray rooms, fountains, swimming pools, shower stalls, tanks, vats and roof flashings in connection with the plumbing and sanitary system.

12. All fire stand pipes, pressure and storage tanks, valves, hose racks, fire hose cabinets and accessories, except those that connect to the fire alarm system.

13. All block tin coils in connection with carbonic gas piping for soda fountains and bars.

14. All piping for railing work, and racks of every description, whether escrewed or welded.

15. All water heaters, hot water tanks, filters, water softeners, purifiers that are a part of the plumbing system, except boilers used for the indirect heating of water for domestic purposes.

16. All piping of every description for laundries and launderettes that are a part of the plumbing or sanitary system.

17. All pumps and piping in connection with central distributing filtration water treatment stations, boosting stations, central chlorination and chemical treatment stations, filter basins, settling basins and aeration basins that are a part of water purification and treatment plants supplying water to plumbing or sanitary systems.

18. All pumps and piping in connection with sewage disposal plants except air piping used for aeration, instrumentation, and process heating systems, which are the duties of the pipe fitter.

19. All piping, tanks and air lines in gasoline stations except all piping in bulk stations, hydraulic lifts, and high pressure lubrication systems which is the duty of the pipe fitter.

20. All gas mains for unit heaters, plumber to leave opening on main, fitter will connect and install unit heater.

21. All gas piping to gas stoves, gas-fired logs, gas-fired grates, gas-fired furnaces, bakery ovens, dryers, gas-fired units used for cooking in homes, restaurants and institutional kitchens, gas household-type refrigerators of every description and gas service lines from the main in the street to the above units.

22. All air, vacuum, and oxygen piping of every description in connection with laboratories, schools, hospitals, cottages, except process piping, which is the duty of the pipe fitter.

23. All temporary piping in connection with building and construction work, excavating and underground construction that are a part of the plumbing and sanitary system.

24. All tanks used for mechanical, manufacturing, or industrial purposes that are a part of the plumbing or sanitary system.

25. All plumbing fixtures including, but not limited to sinks, basins, water closets, drinking fountains, bath tubs, showers, urinals, garbage disposers, laundry tubs, washing machines, domestic hot water heaters, dish washing machines, potato peelers, glass washers, soda fountains, sitz baths, bidets, bed-pan washers, wash-up sinks, slop sinks, hydrotherapy units, tubs and installations.

26. All work covered by this Agreement shall be performed by employees whose employment is governed by this Agreement.

PIPE FITTER

The duties of the Journeyman Pipe Fitter shall comprise the use of all tools, equipment and skills (in compliance with the State laws or regulations or local ordinances and regulations, controlling any of the following installations) necessary for the making of all pipe joints used in the Piping Industry regardless of the method or mode; the hanging, connecting or setting of unit heaters; the driving of service trucks transporting materials and equipment to or from the installation upon which the Journeyman will work, where the transportation of materials and equipment is incidental to the work being done by the Journeyman; the laying out and cutting of all holes, notches, chases and channels, and the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, boxes, hangers and conduits used in connection with the Piping Industry in all its divisions, branches and aspects, irrespective of the material of which they are constructed and for reception of the following described piping and appurtenances thereto; the loading, unloading, handling, rigging, moving, placing, setting, laying out, fabricating, stress relieving, assembling, bending, making, joining, erecting, installing, calibrating, balancing, testing, repairing, servicing, dismantling, welding, brazing, cutting or burning of the following described piping and the appurtenances thereto used in connection with the Piping Industry in all its divisions, branches and aspects including piping and the appurtenances normally referred to as the plumbing or sanitary system and more particularly described as, but not limited to, the following:

1. All power plant piping.

2. All steam heating piping.

3. All hot water heating piping.

4. All heating regulating systems.

5. All vacuum heating systems.

6. All vacuum cleaning systems.

7. All pneumatic tube systems.

8. All process piping used for the transmission of heat, fluids, solids, chemicals or gas.

9. All ice making, refrigerating and cooling systems, regardless of the refrigerant used.

10. All brine piping for all purposes, including, but not limited to calcium, salt or alcohol.

11. All tubing and piping for refrigeration.

12. All equipment and piping used in the manufacture of dry ice and carbonic gas.

13. All piping used in the manufacture of all or any gases.

14. All hydraulic piping for elevators, curtains, presses and machinery.

15. All oil piping in connection with power or heating plants, refineries and bulk stations.

16. All piping for cleaning shops, dye shops, bulk stations, gasoline plants and hydraulic lifts.

17. All air piping for power work, riveting, drilling and hoisting on buildings.

18. All air piping for window or door opening devices, sidewalk lift and elevators of every description.

19. All boilers, boiler fronts and trimmings and pipe work for same.

20. All boilers used for indirect heating of water for domestic purposes.

21. All boilers for the heating of process water.

22. All equipment and piping used in the handling of all process liquids, including, soap lines used for lubrication and process washing.

23. All fan coils and air washers.

24. All pumps, tanks, heat exchangers, heaters and piping, bases and foundations therefor, except those included in the plumbing or sanitary system.

25. All filters and purifiers, connected with heating systems, refrigerating, distilling and brewery purposes, ventilating systems, power houses, chemical plants and all process plants, including oil filters of every description.

26. All deep well and all other type pumps used for irrigation, circulating cooling water, processing water, park fountains used for display purposes and all piping for same.

27. All piping and appurtenances used in central distributing, recycling, extraction and booster stations in petroleum gas and process uses.

28. All pipe connections of pumps and engines appurtenant to the piping and systems included therein.

29. All water grates and strokers for power or heating.

30. All piping for removal of ashes, carrying of coal or other fuel by vacuum or compressed air.

31. All piping for smoke burners and boiler washers of every description.

32. All blow-off pipes between boiler and blow-off tank, vapor lines and all over-flow lines.

33. All piping for railing work and racks of every description.

34. Piping of all pneumatic instruments.

35. All panel or gauge boards and racks used for the support of same.

36. All steam sterilizers, including vents and drains not connected to the plumbing or sanitary systems.

37. All brackets, hangers, stands and supports.

38. Process piping in industrial laboratories, as follows:

    (a) Vacuum System.

    (b) Ammonia Systems.

    (c) Distilled Water System.

    (d) Nitric Acid System

    (e) Aluminum Nitrate System.

    (f) Magnesium Nitrate System.

    (g) Carbitol System

    (h) Process Waste System

    (i) Hydrogen, Nitrogen, Argon, Oxygen System.

    (j) Hydrogen, Fluoride System.

    (k) Hydrogen, Fluoride Exhaust System.

    (l) Service Air System

(m) Instrument Air System

(n) Cooling Water System.

(o) Natural Gas.

(p) Steam Service System.

(q) Salvage Solutions System.

(r) Coolant System

(s) All sleeves, inserts, holes in floors, walls, etc.

39. All gas piping from gas main to unit heater.

40. All gas mains from the meter to boilers, industrial furnaces, heat treating, stress relieving and other commercial and industrial units, except all gas piping to gas stoves, gas-fired logs, gas-fired grates, gas-fired furnaces, bakery ovens, dryers and gas used for cooking and gas household-type refrigerators of every description.

41. All gas mains in streets, highways or cross-country right of ways.

42. All raw storage tanks used or attached to process piping.

43. All tanks that are an integral part of the piping system referred to herein.

44. All piping and pumps for transfer of raw water from or to dams or reservoirs except those that are part of water purification and treatment plants supplying water to plumbing and sanitary systems.

45. All piping and pumps in hydro-electric plants.

46. All piping and pumps for dewatering of dams and excavations during the process of construction except those connected to the plumbing or sanitary sewer.

47. All lead pipes and linings of the systems included herein.

48. All work covered by this Agreement shall be performed by employees whose employment is governed by this Agreement.

Section 4 - The words "piping", "pipe" and "fittings", as used herein, shall include, but not be limited to, pipe and fitting made or constructed from metals, tile, glass, rubber, plastics, wood, fibre, resins, cement, asbestos, minerals or any other kind of material or product manufactured into pipe or fittings useable in the plumbing and pipe fitting industries, regardless of size or shap

Section 5 - Any additional duties may be assigned to the job classification listed herein by mutual agreement of the Unions and the Contract Administration Fund of Northeastern Colorado.

Section 6 - Fabrication of all pipe, including cutting and threading, or by any other method, shall be performed by employees working under this Agreement.

Section 7 - The fabrication of plate fabricated pipe systems that is within the jurisdiction of the United Association, and all fittings and flanges and joints, regardless of type of mode of joining shall be performed by employees working under this Agreement.

When special lining problems are encountered they shall be resolved by agreement between the Union and the Employer, subject to appeal to the Joint Board as provided for in the Agreement

Section 8 - Temporary Heating: The National Board for Jurisdictional Awards rendered a decision on Temporary Heat on August 3, 1923. This decision on joint review at Pittsburgh, PA. by representatives of the Employer's National Association and the Union's United Association established a Standard Plan adopted February 9, 1924, and identified as the Pittsburgh decision on Temporary Heat.

The said Pittsburgh Decision is hereby adopted and incorporated herein by reference and shall govern as to rates of pay for shift time on Temporary Heat.

For the purposes of more clearly understanding the application of the rules relating to temporary heating, the following conditions shall apply:

1. The use and operation of a heating plant or heating system for temporary heating during installation and prior to completion or acceptance by the owner, shall be under the control and jurisdiction of the Employer, and shall be operated by journeymen pipe fitters, subject, however, to the following provisions:

(a) If, during the course of construction and prior to acceptance by the owner, request is made by the owner to use and operate the heating plant or system for temporary heating, such request may be granted by the Employer only after the permanent mains, arms and risers have been installed and a general test has been made, and provided further that the owner shall, by written instrument, assume full responsibility for such use and operation, relieve the Employer of all liability, and shall state in said instrument that the owner will use their own regular operating force.

A copy of the aforesaid instrument shall be delivered in person or by registered mail to the Joint Arbitration Board by the Employer subject to this Agreement.

(b) Should the owner request the Employer to furnish temporary heat and continue to assume responsibility for the heating plant or system, then journeymen pipe fitters shall be employed in its operation regardless of whether or not the plant or systems requires the firing of a boiler.

(c) When journeymen pipe fitters are so employed by the Employer, and the time of such employment extends beyond the period of seven consecutive days, then such employment shall come under the temporary heat shift time agreement and the wages paid to journeymen pipe fitters shall be the regular straight time rate for any work performed out of each twenty-four (24) hours of any working day, including Saturday and Sunday, excepting holidays which shall be double the regular rate, provided further, that no less than two full time shifts of eight hours in each twenty-four hour day are employed. The regular construction day shift shall qualify as one of the two required full time shifts of eight hours, and the starting and quitting time of the second shift may be at any hour except between the hours of 12:00 midnight and 6:00 a.m.

(d) Where the Federal "Fair Labor Standards Act" applies to employment under this section, one and one-half (1 1/2) times the regular straight time wages shall be paid for all hours worked in excess of forty (40) hours in one week.

(e) The starting time is to be at any hour except between the hours of 12:00 midnight and 6:00 a.m.

(f) The foregoing provisions shall refer only to buildings or groups of buildings with a total final connected load of the equivalent of two thousand five hundred (2,500) square feet of direct radiation or more. Systems of less than 2,500 square feet of equivalent direct radiation may, at the option of the Employer, be turned over to the owner for use and operation, provided that the owner, by written instrument assumes full responsibility for such use and operation, and relieves the employer of all liability.

2. The heating systems referred to in this Agreement include:

(a) Steam boilers operated as pressures up to fifteen (15) pounds per square inch and all hot water heating boilers.

(b) All steam heating systems using steam from any source whatsoever.

(c) All hot water heating systems operated by forced or gravity circulation, using hot water from any source whatsoever.

(d) All direct-fired heating units which constitute the permanent heating system.

3. Heating systems without central plant shall be operated for temporary heat on an interrupted watch basis. Interrupted watch shall mean not less than 2 consecutive hours per shift by journeymen pipe fitters and shall be required for operation of the system primarily known as "heat exchanger circulating pump and baseboard radiation". Rate of pay shall be as required by the Fair Labor Standards Act.

4. The use and operation of an air conditioning plant or air condition system for temporary air conditioning during installation and prior to

completion or acceptance by the owner, shall be under the control and jurisdiction of the Employer and shall be operated by journeymen pipe fitters under the same conditions as provided for under this section entitled, "Shift Time - Temporary Heating".