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Title: **Utah Mechanical Contractors Association and United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States of America (PPF), AFL-CIO, Locals 19, 57, 348 (2003)**

K#: **8904**

Employer Name: **Utah Mechanical Contractors Association**

Location: **UT**

Union: **United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States of America (PPF), AFL-CIO**

Local: **19, 57, 348**

SIC: **1711**

NAICS: **23822**

Sector: **P**

Number of Workers: **1200**

Effective Date: **08/27/03**

Expiration Date: **07/31/07**

Number of Pages: **38**

Other Years Available: **Y**

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K# 8904.

Collective Bargaining Agreement

**Utah
Mechanical Contractors
Association
and the
Utah Pipe Trades
Local Unions 19, 57, 348**



**Effective:
August 27, 2003 to July 31, 2007**

UTAH MECHANICAL CONTRACTORS ASSOCIATION

UTAH PIPE TRADES LOCAL UNIONS 19, 57, 348

COLLECTIVE BARGAINING AGREEMENT

UNION REPRESENTATIVE

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Utah Pipe Trades Pension Fund
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Fax: (801) 973-1007**

**United Association of Plumbers & Pipefitters National Pension Fund
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Many competent men and women are employed in the plumbing and pipefitting industry. In this Agreement, however, only the masculine terms are used in reference to men, journeymen, tradesmen, foremen, workmen, etc. This is intended solely to avoid awkwardness in style and in no way reflects sexual bias on the part of Local Unions 19, 57 and 348 in the State of Utah or the Utah Mechanical Contractors Association.

**THIS IS A WORKING AGREEMENT FOR THE
PLUMBING AND PIPEFITTING INDUSTRY
OF THE STATE OF UTAH**

p.1. THIS AGREEMENT is made and entered into as of the 27th day of August 2003 by and between the Union Bargaining Group of the UTAH MECHANICAL CONTRACTORS ASSOCIATION, hereinafter called "Employer," and UNION LOCALS 19, 57, AND 348 OF THE UNITED ASSOCIATION OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA affiliated with the AFL-CIO, hereinafter called "Union."

BASIC PRINCIPLES

p.2. The Employer and the Local Unions of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada have a common and sympathetic interest in the Piping Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer and the Public. Progress in the industry demands a mutuality of confidence between the Employer and the Unions. All will benefit by continuous peace and by adjusting any differences by rational common sense methods.

p.3. NOW, THEREFORE, in consideration of mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE I

EFFECTIVE DATES

p.4. This Agreement shall take effect August 27, 2003, and shall remain in effect through July 31, 2007, unless changed or terminated in the way provided herein.

BINDING ARBITRATION

p.5. No later than sixty (60) days prior to July 31, 2007, the respective negotiating committees of the Employer and the Union shall begin meeting for the purpose of discussing the terms of the new working Agreement. In the event the parties to this Agreement are unable to agree on the terms of a new Agreement by the expiration date of this Agreement, they shall submit unresolved issues to the Industrial Relations Council or other bodies mutually agreed upon for final and binding resolution. This binding arbitration provision shall apply to this Agreement only.

p.6. It is mutually agreed by the parties hereto that for the purpose of drafting and/or altering this Agreement, that the Union bargaining group of the Utah Mechanical Contractors Association shall be the sole agent representing management in the Plumbing and Heating Industry, and that Local Unions 19, 57, and 348 shall be the sole agents representing employees within their jurisdictions within the State of Utah.

TERRITORIAL JURISDICTION

p.7. Local Union 19 shall have territorial jurisdiction over all the Salt Lake County in the State of Utah.

p.8. Local Union 57 shall have territorial jurisdiction over all the following counties of the State of Utah: Morgan, Daggett, Duchesne, Uintah, Millard, Tooele, Sevier, Sanpete, Juab, San Juan, Carbon, Grand, Emery, Beaver, Piute, Wayne, Iron, Garfield, Washington, Kane, Utah, Wasatch, Summit and the portion of Davis County lying south of the center of State Street in the town of Farmington, and in a straight line across said Davis County.

p.9. Local Union 348 shall have territorial jurisdiction over Box Elder, Weber, Rich and Cache Counties and that portion of Davis County lying north of the center of State Street in the town of Farmington and in a straight line across said Davis County, all in the State of Utah.

STATE ASSOCIATION JURISDICTION/PIPELINE AGREEMENT

p.10. As a result of a meeting held June 17, 1985, between Locals 19, 57, and 348 of the State of Utah and Pipeline Local 798, all of the United Association, the following Memorandum of Agreement was entered into relating to the subject of jurisdiction covering the installation of transportation pipeline work, pump stations, compressor stations, and metering stations in the State of Utah and Uintah, Lincoln, and Sweetwater Counties of Wyoming.

p.11. NOW WITNESS THIS AGREEMENT, Local 19, Local 57, and Local 348 have mutually agreed with Local Union 798, Tulsa, Oklahoma, that said Local 798 shall have complete jurisdiction over the installation of transportation pipelines within the entire State of Utah.

p.12. Local Union 798, Tulsa, Oklahoma, mutually agrees that Locals 19, 57, and 348 in the State of Utah shall have complete jurisdiction over pump stations, compressor stations, and metering stations, as defined in the National Pipeline and National Distribution Agreement in the entire State of Utah and Sweetwater, Uintah, and Lincoln Counties in the State of Wyoming.

p.13. Local Union 798 agrees that when additional manpower is needed on transportation pipelines within the State of Utah and Uintah, Lincoln and Sweetwater Counties in Wyoming, they will give first call to said Locals of Utah for additional manpower needed.

p.14. Locals 19, 57, and 348 in the State of Utah agree that when additional manpower is needed on pump stations, compressor stations, and metering stations, they will give first call to Local 798 for additional manpower needed.

p.15. The pipeline distribution in the State of Utah will be assigned to the Utah State Association.

MODIFICATION TERMINATION OF AGREEMENT

p.16. This Agreement shall be subject to modification or termination at any time by mutual consent of the parties hereto. Either party desiring to modify or terminate must notify the other in writing at least sixty (60) days prior to the date of such modification or termination. Whenever notice is given, the nature of the changes desired must be specified in the notice.

p.17. The Local Unions party to the Agreement agree among themselves that for the purpose of changing, altering, or terminating this Agreement, such action shall be taken severally and not separately by said Local Unions.

JOINT LABOR MANAGEMENT COMMITTEE

p.18. There is hereby created a committee of six men to be known as the Joint Labor Management Committee, three (3) representing the Union and three (3) representing the Employers. The duties of this Committee shall be to decide on grievances or disputes arising out of the interpretation or application of this Agreement. The committee shall also be responsible for administering the Hiring Hall provisions herein described, examining plumbers, steamfitters, and employers.

GRIEVANCE PROCEDURE

p.19. In the event of any dispute between parties of this Agreement as to the rights and/or obligations under the Agreement, a Representative of the Local in who's jurisdiction the dispute arises and a

representative of the Employer shall be immediately notified. Every effort possible shall be made by these individuals to settle the dispute within four (4) calendar days; thereafter the subsequent provisions of the article are invoked.

p.20. In the event that a dispute is not settled under the provisions of p19, it shall be referred to the Joint Labor Management Committee, before here under constituted. Said Committee shall meet within five (5) calendar days following receipt of written notices to the Union and to the Association from either of the parties to the dispute. The Committee shall issue a decision within five (5) calendar days following its meeting. A unanimous decision of the Joint Labor Management Committee is final and binding on the parties.

p.21. The Union or the Employer may appeal any non-unanimous decision of the Joint labor Management Committee or any grievance the Committee fails to act on within five (5) calendar days, by submitting such grievance to binding arbitration by notifying the other party and affected Employer in writing to that effect. The Union and the Association may mutually agree to the use of the IRC or a permanent arbitrator for such grievance. If the Union and the Association cannot agree upon such impartial arbitrator within (5) calendar days after a grievance has been referred to impartial arbitration, then such impartial arbitrator shall be selected from a list of five (5) arbitrators to be furnished by the Federal mediation and Conciliation Service, State Employment Relations committee, or the American Arbitration Association, and said selection to be effected by the parties alternatively striking names from such list and the person whose name remains on the list after four (4) having been so stricken shall be the impartial arbitrator. Such selection, of the impartial arbitrator shall be effected with five (5) calendar days after receipt of the list from the agreed upon provider of said list.

p.22. The decision or award of the impartial arbitrator shall be final and binding upon all parties. The impartial arbitrator shall have no authority to add to subtract from or modify the terms of the Agreement.

p.23. Each party to this Agreement shall bear the expense of preparing and presenting its own case. The fees and expense of the arbitration shall be borne equally by the parties hereto. Any stenographic record or transcript shall be paid for by the party or parties ordering the transcript.

NO STRIKE OR LOCKOUT

p.24. There shall be no stoppage or slowdown of work by strike or lockout on account of jurisdiction.

FAVORED NATION

p.25. No contractor bound hereunder shall be required to pay higher wages or be subject to less favorable working conditions that those applicable to other contractors employing persons represented by the Unions performing such similar work in the same jurisdiction.

p.26. Should the Union, at any time during the term of this Agreement, negotiate a collective bargaining agreement with an employer performing like or related work, and in the same jurisdictional area as the employer covered by this Agreement, and upon thirty days written notice to the Union, an employer signatory to this Agreement may implement all of the terms of said Agreement in lieu of those contained herein.

p.27. However, if a contractor not signatory to this Agreement executes this Agreement during its term, the economic terms and conditions of this Agreement relating to wages and benefits may be modified, at the Union's discretion, relating to those projects reported to the Union that are in progress at the time of the execution of this Agreement. Such modified economic terms will be forwarded to the MCA and may be used by all MCA contractors for those reported projects. All modified economic terms shall terminate upon all new and any unreported work except change orders to existing contracts.

ARTICLE II

UNION RECOGNITION

p.28. The contractors hereby recognize the Union signatory hereto as the sole and exclusive collective bargaining representative of all employees of the contractors performing plumbing, heating, refrigeration, and piping work of every description.

HIRING HALL

p.29. The contractors subject to this Agreement shall requisition all employees from the local Hiring Hall of the Union having area jurisdiction of the particular craft or skill involved, except as otherwise provided in Article VII, Composite Crew Section, of this Agreement. The union will immediately dispatch such employees as have been requisitioned on a nondiscriminatory basis without respect to race, creed, color, sex or national origin in accordance with the dispatching rules attached hereto as Exhibit A and made a part hereof by reference. However, it is understood and agreed that all such dispatching and operation of the Hiring Hall that may be maintained by the Unions shall be subject to, and shall remain governed by the following conditions:

p.30. 1. Selection of applicants for referral to jobs shall be on a nondiscrimination basis and shall not be based on or in any way affected by union membership, by-laws, regulations, constitutional provisions or any other aspects or obligations or union membership, policies or requirements.

p.31. 2. The contractors retain the right to reject any job applicant referred by the Hiring Hall for any lawful reason.

p.32. 3. The parties to this Agreement shall post in places where notices to employees and applicants for employment are customarily posted all provisions relating to the functions of the hiring arrangements.

p.33. 4. No applicant may register for any person other than himself. All applicants registering on Hiring Hall lists must at the time of registering either show to the Hiring Hall official a termination slip or else must establish that he is unemployed.

p.34. 5. No applicant shall register for work availability at more than one Hiring Hall within the State of Utah during any one period of unemployment. The violators of this rule shall be placed at the bottom of the eligible Hiring Hall list and dropped from the ineligible Hiring Hall lists.

p.35. 6. Referral of employees from the Hiring Hall list shall be as follows: Employers shall have first unrestricted choice of any eligible employee on the Hiring Hall lists with the second employee coming from the top of the list, the third unrestricted selection by the employer, the fourth from the top of the list, and alternating thus thereafter. **Employers shall have a six (6) month re-call on all former employees.**

p.36. 6. (a) On Industrial work only, the following shall apply to contractors with a permanent office in Utah. Permanent office shall mean an office independent of a job site where such office shall continue from job to job. Employer may call by name the first three (3) men per project, providing the men have been previously employed by the employer during the three (3) years prior to the call back. On all other work, Article II, Hiring Hall Section, Number 6 (p35.), shall prevail.

p.37. 7. An employer may re-employ an individual or individuals who have an active unemployment claim against that employer.

p.38. 8. Every fifth employee hired shall be an apprentice.

p.39. 9. The recruitment, selection, employment, and training of apprentices shall be without discrimination because of race, color, religion, national origin, or sex. The Joint Apprenticeship Training Committee (JATC) shall take affirmative action to provide equal opportunity in apprenticeship and shall

operate this apprenticeship program as required under applicable law and lawful regulations issued there under.

EXHIBIT A - DISPATCHING RULES

p.40. 1. The contractors have agreed that they will first call the dispatching office for all men, except as they may exercise right to employ personnel as set forth in Article II, Hiring Hall Section, Number 6 (p37.), of the contract. If Union agents are asked to supply men, they shall promptly relay such request to the appropriate dispatch office.

p.41. 2. A written introductory slip will be given to each workman dispatched to a job or otherwise entitled thereto under the Agreement. This is not a Union clearance, but rather written evidence in the workman's possession that he has been dispatched in accordance with the applicable labor agreement.

p.42. 3. Each dispatching office shall maintain the following separate registration categories, kept current from day to day, and referrals will be made in the following order of preference, and preference in hiring shall be given to qualified workmen who permanently reside in the territorial jurisdiction of the respective Local Unions below:

LOCAL UNION 19

p.43. (a) Workmen whose names are entered on the out-of-work list and who have been laid off or terminated in the jurisdiction of Local 19 by a contractor covered by this Agreement, where such contractor desires to re-employ the same person (provided that such workmen are then available for employment), it is understood and agreed that the work covered by this Agreement involves skilled trades and that any particular contractor covered by this Agreement should have, without any restraint whatsoever, the right to employ persons previously employed by them and relied upon by them when such persons are available and desire to be employed, except that hiring preference shall conform to the procedure set forth in Article II, Hiring Hall Section, Number 6 (p35.) and Number 7 (p37.).

p.44. (b) Workmen whose names are entered on the out-of-work list and who are eligible registrants of Locals 57 and 348 and who are available for work.

p.45. (b-1) Workmen whose names are entered on the out-of-work list and who have been employed by the Mechanical Contractors Association in the State of Idaho and who are available for employment.

p.46. (c) All other workmen whose names are entered on the out-of-work list and who are available for employment. The right to be on the list shall, however, be conditioned by the qualification provisions contained in these rules.

LOCAL UNION 57

p.47. (a) Workmen whose names are entered on the out-of-work list and who have been laid off or terminated in the jurisdiction of Local 57 by a contractor covered by this Agreement, while such contractor desires to re-employ the same person (provided that such workmen are then available for employment). It is understood and agreed that the work covered by this Agreement involves skilled trades and that any particular contractor covered by the Agreement should have, without any restraint whatsoever, the right to employ persons previously employed by them and relied upon by them when such persons are available and desire to be employed, except that hiring preference shall conform to the procedure set forth in Article II, Hiring Hall Section, Number 6 (p35.) Number 7 (p37.).

p.48. (b) Workmen whose names are entered on the out-of-work list and who are eligible registrants of Locals 19 and 348 and who are available for work.

p.49. (b-1) Workmen whose names are entered on the out-of-work list and who have been employed by the Mechanical Contractors Association in the State of Idaho and who are available for employment.

p.50. (c) All other workmen whose names are entered on the out-of-work list and who are available for employment. The right to be on the list shall, however, be conditioned by the qualification provisions contained in these rules.

LOCAL UNION 348

p.51. (a) Workmen whose names are entered on the out-of-work list and who have been laid off or terminated in the jurisdiction of Local 348 by a contractor covered by this Agreement, while such contractor desires to re-employ the same person (provided that such workmen are then available for employment). It is understood and agreed that the work covered by this Agreement involves skilled trades and that any particular contractor covered by the Agreement should have, without any restraint whatsoever, the right to employ persons previously employed by them and relied upon by them when such persons are available and desire to be employed, except that hiring preference shall conform to the procedure set forth in Article II, Hiring Hall Section, Number 6 (p53.) and Number 7 (p37.).

p.52. (b) Workmen whose names are entered on the out-of-work list and who are eligible registrants of Locals 19 and 57 and who are available for work.

p.53. (b-1) Workmen whose names are entered on the out-of-work list and who have been employed by the Mechanical Contractors Association in the State of Idaho and who are available for employment.

p.54. (C) All other workmen whose names are entered on the out-of-work list and who are available for employment. The right to be on the list shall, however, be conditioned by the qualification provisions contained in these rules.

GENERAL REQUIREMENTS

p.55. 4. No workman shall be refused registration or dispatchment because of his Union or non-Union status, or because of race, creed, color, sex or national origin if he is otherwise entitled to dispatchment. Preference in dispatchment is based solely upon the prior service of the registrant in the industry and the area and upon the contractors desire to employ.

p.56. 5. It is the responsibility of the dispatcher to determine in the first place the proper list upon which to place the registrant. This will normally be based upon information or papers which the person supplied. The dispatcher should make an appropriate notation, where necessary, of the qualifications of the applicant, or his related experience, to assist in sending men meeting the contractors stated requirements. Any dispute which may arise relative to which list a registrant should be placed upon, or as to competency, shall be settled as follows:

p.57 (a) *The registrant shall file with the dispatching office a written request for review of the disputed matter.*

p.58. (b) The dispatching office will immediately refer the request to the Joint Labor Management Committee, which shall review the matter at the next regular meeting. The registrant may appear before said Committee and present all material and pertinent evidence in his favor. After review thereof, the Committee shall forthwith make its recommendations, which shall be conclusive. The registrant shall file with the dispatching office a written request for review of the disputed.

p.59. (c) If the Committee is unable to come to a decision regarding its recommendations, the registrants may then request arbitration.

p.60. (d) Upon such request for arbitration, an arbitrator shall be mutually agreed upon by the registrant and the Union involved and the arbitrator shall, at the time and place selected by him hear and finally decide the matter. Failing to agree upon the selection of an arbitrator, such arbitrator shall be

selected pursuant to the rules of the Federal Mediation Service. All expenses of the arbitration shall be borne equally by the registrant and the Union.

p.61. 6. Dispatcher shall hand each registrant in categories (b) and (c) a copy of dispatching rules and registrant should sign and return such form to indicate his awareness of the rules. Received rules should be kept for a period of six (6) months, filed by dates.

p.62. 7. If the registrants inquire, they should be informed if workmen are registered on lists higher in preference than their own listing.

p.63. 8. "Available for work" means that the registrant must be present at the time and place uniformly required for dispatchment and be ready, able, and willing to go to the job site and perform the work for which he is being dispatched. The practice of the dispatching office shall be uniform as to all registrants with respect to physical presence in the office at given hours or telephoning in, being available at a telephone, etc., and the registrants shall be informed of the practice; provided, that in accordance with the Agreement, telephonic arrangements may be made for the employment of previous employees of a contractor. Each Hiring Hall, on its own election, may vary from the above in those instances where their members travel out of the State of Utah, and may allow those traveling members to retain position on the Hiring Hall list.

p.64. 9. Appropriate notations shall be made opposite the registrant's name when his name is reached for dispatchment, showing the job and classification to which he is dispatched, his lack of availability, or other reason that he has been passed over. If inquiry is made by the registrant, he shall be given exactly the same information as to reason, etc., as appears on the notation.

p.65. 10. In such cases or any other cases which may lead to a dispute, the dispatcher should immediately make notes on the facts upon which he or she based his or her decision to dispatch or not to dispatch the person.

p.66. 11. No fees shall be required as a condition or registration or dispatchment.

p.67. 12. Persons desiring to be employed for the first time shall be qualified in the following manner

p.68. (a) The Joint Labor Management Committee of examiners with alternates, the committee and its alternates to consist of persons chosen from the Association, the Union, and the public. Examinations for competence shall be given by committees which must in each case contain one (1) member of each group; provided that if a committee chooses it may delegate the task of examination to one (1) person, but in such case any examinee shall have an automatic and immediate right to appeal from an adverse ruling to the committee. The local committee shall have the authority to develop appropriate methods of financing the examination process. Examinations shall be given at least once a month, and the examinee shall be presumed to have passed unless a written statement of adverse ruling is placed in the mail to him within forty-eight (48) hours of his examination. The examination shall consist exclusively of tests designed to determine whether the examinee is competent in the area for which he seeks qualification. Temporary employment may be given to employees for up to forty-five (45) days without regard to this requirement.

p.69. (b) If any Contractor wishes to challenge the competence of any of his own employees to continue in the work covered by this Agreement, he may file a complaint with the Joint Labor Management Committee. In the event three (3) complaints are submitted on any one (1) employee, he shall be required to take an examination to determine competence. Under the process just described, any person who does not pass such an examination shall be dropped from the list of persons to be dispatched until he subsequently passes a qualifying examination. No person shall be subject to the examination procedure, if he successfully passes, more than once in a two (2) year period; if any fees are charged in connection with the examination of any person against whom a complaint has been filed, the fees shall be paid in advance by the contractor making the complaint. This method of challenging the

competence of employees is not exclusive, and shall not limit the right of the Employer to discharge employees for incompetence.

p.70. If the Hiring Hall shall fail to furnish the requisitioned employees within forty-eight (48) hours after the requisition is brought to the Hiring Hall's notice, then, and in that event, the Contractor may secure such employees from any other source available. However, in such event, the Contractor will notify the Hiring Hall immediately when such employees are hired.

p.71. The Union agrees to hold the contractors harmless from any monetary damages or penalties assessed against any of them by the National Labor Relations Board because of any deviation by the Union from the non-discriminatory Hiring Hall procedure.

1-9 IMMIGRATION FORM

p.72 The Local Unions shall require all workmen to complete 1-9 immigration forms, such completed forms to be kept as a permanent file in the office of the Local Union and to be subject to audit by Immigration Officials. In no case shall the Union Hiring Hall refer workmen to an employer unless there is an 1-9 form in the Hiring Hall office.

ARTICLE III

MANAGEMENT RIGHTS

p.73. No journeyman or apprentice shall perform any work coming under the jurisdiction of the parties to the Agreement except in regular employment for signers of, the Agreement; and if they be charged in writing with having violated this provision, they shall be cited to appear before the Joint Labor Management Committee and if such charge be substantiated, they shall be assessed not less than ten dollars (\$10.00) or not more than one hundred dollars (\$100.00), and if any employer shall be charged with having abetted such member of the signatory Local Union in said violation, they likewise shall be cited to appear before said Committee for such action as may be determined. This will also apply where other violations of the Hiring Hall provisions are concerned.

p.74. No Employer shall rent, lease or borrow from any employee, or their immediate family covered by this Agreement, any equipment of the trade necessary to carry out the work covered by this Agreement. If either the employer or employee shall be found guilty of violating this section of the Agreement pertaining to the renting, leasing or borrowing of equipment, either or both may be assessed not less than ten dollars (\$10.00) or not more than one hundred dollars (\$100.00), each day of violation constituting a separate offense, except for Pipe Liners furnishing rigs as per Pipe Line Agreement.

p.75. Employer shall mean every officer, director, stockholder, or employee of the firm or corporation acting in the capacity of the Employer. Each firm or corporation must employ at all times one (1) journeyman with each employer working with tools, whether such work is performed during regular working hours or after regular working hours.

p.76. The Union will not furnish workmen to other employers engaged in the same class of work as the Employer unless such other employers comply with all of the terms and conditions of this Agreement.

p.77. Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer in the Plumbing and Heating Industry. They are namely:

p.78. 1. He shall have both State and City Licenses appropriate to the Industry.

p.79. 2. He shall have a recognized place of business.

p.80. 3. He shall have a suitable financial status to meet payroll and other labor costs.

p.81. 4. He shall have experience and technical knowledge suitable to layout and estimate the cost of a job, or have a person who has this experience and technical knowledge.

p.82. Employers desiring for the first time to hire through the Union shall be required to file with the Union, at least two (2) weeks prior to the hiring of men, an application setting forth his qualifications as a contractor, and shall be required to produce evidence that he has complied with all state and municipal regulations governing the trade. The Union shall provide the Utah Mechanical Contractors Association the names of all contractors desiring to hire men from the hiring Hall for the first time, setting forth the initial date of request for men, the date men were provided and whether or not bonding requirements as provided for herein have been complied with.

SUBCONTRACTING

p.83. The employer agrees not to subcontract any of the work covered by this Agreement to any subcontractor, person, firm, or employer who is not a signer of this Agreement or any other United Association Agreement of the Plumbing and Pipefitting Industry.

MOONLIGHTING

p.84. Employees holding a current mechanical contractor's license shall not be eligible to place their names on any of the lists of the Hiring Hall. Employers desiring to become employees shall, before being eligible to place their names on the Hiring Hall lists, first surrender their contractors license to the appropriate licensing agency.

p.85. For all employees covered by this Agreement, the Employer shall carry Workers' Compensation Insurance in the State Insurance Fund or with any company authorized to do business in Utah, Social Security, and State Unemployment Insurance, or any other protective insurance required by law.

p.86. The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

p.87. This Agreement does not deny the right of the Union or its representatives to render any lawful assistance to other labor organizations after forty-eight (48) hours written notice is given to the Employer involved, except in cases beyond the control of the Union where such notice is not possible.

p.88. Pipe work of every description being installed under the supervision of the employer must be handled, assembled, erected, and installed by qualified journeymen or apprentices or both.

p.89. The assignment of work to employees shall be made on the basis of the Appendix.

p.90. 1. The unloading, handling and erection of material and equipment to be installed as a part of any piping system.

p.91. 2. Fabrication, erection and installation of all pipe hangers and pipe supports of any kind or description.

p.92. 3. Cutting, threading, bending, welding and fabrication of pipe of all descriptions by whatever mode or methods, including the wiping of soldered joints and the making of caulked joints of every description.

p.93. 4. The attaching and assembling of all pipe fittings and valves whether welded, screwed, flanged or damped.

p.94. 5. All pipe having nominal diameter of two (2) inches or less shall be handled and fabricated on the job site, including bending, etc. thereof, unless shop fabricating same is located within the State of Utah.

WORKING JURISDICTION

p.95. In order to avoid jurisdictional controversies with other trades, it is agreed that the Employer shall procure and embrace in all job contracts all of the work embodied in the unloading and handling from the stockpile all equipment and materials, and the erection, installation of all tubing and pipes, the setting and hanging of all units and fixtures which are included and necessary to complete a plumbing or pipefitting installation.

METAL TRADES

p.96. Metal Trades Classification - Scope of Work. Locals 19, 57 and 348, all of the United Association of Plumbers and Steamfitters, claim jurisdiction over the following work:

p.97. All the digging, breaking and boring of concrete, back filling, tamping, and resurfacing and paving of all ditches in preparation for the laying of all pipe and all the unloading and distribution of pipe and materials for said ditches, all the laying of clay, terra cotta, ironstone, vitrified concrete or non-metallic pipe, main sewers, side sewers and drainage only, is the work of the metal trades classification but will also include the corrugated steel pipe, all work in connection with lawn or irrigation systems, all cleanup and deliveries and all work under compressed air. They may transfer materials to the place of installation, except that transfers requiring power rigging are not included. The metal trades classification will also have jurisdiction over all temporary pipe work in underground shafts and tunnels, except that this shall not apply to pipe work involved in tunnels of building structures.

RESIDENTIAL PLUMBER

p.98. Residential Plumber Classification. There is hereby established a residential plumber classification. The purpose of this classification is to provide contractors signatory to this Agreement an opportunity to recapture the housing market. It is mutually agreed that no employer shall require regular journeymen, as a condition of continuing employment, to reclassify as a residential journeyman.

p.99. Regular journeymen may, on their own election, reclassify themselves as residential journeymen, but when so doing, must remain in the classification for at least thirty (30) days.

Scope of Work:

p.100. The performing of all plumbing work whatever in connection with erection, adding to, or remodeling of any single family dwelling and all multiple family dwellings up to four (4) stories in height and regardless of number.

p.101. Contractors desiring to employ residential plumbers shall first request them through the Hiring Hall. In the event the Hiring Hall is unable to furnish such residential journeymen within forty-eight (48) hours, then the contractor may hire them direct. The contractor hiring direct shall, however, report the hire within forty-eight (48) hours to the Hiring Hall, and require such hirees to report to the Hiring Hall for registration. Such new hirees shall remain as residential plumbers for at least four (4) years before being eligible to request reclassification as a regular plumber.

p.102. After four (4) years as a residential plumber, the employee may request reclassification. Applicants for reclassification shall be required to pass a reclassification examination to be administered by the Joint Conference Committee.

p.103. Under no circumstances shall the contractor use such residential plumbers to do any other work covered by this Agreement, and if found guilty by the Joint Conference Committee of violating this provision, they shall be prohibited from further use of this section for such time as shall be determined by such committee and shall be subject to a fine of not less than one hundred dollars (\$100.00) or not more than one thousand dollars (\$1,000.00).

p.104. Residential journeymen shall be subject to all fringe benefits, except local pension, as are due regular journeymen. This does not, however, prohibit employers from paying the local pension in cases of reclassification.

p.105. Contractors doing residential plumbing shall be entitled to the following ratio: One (1) journeyman to three (3) apprentice to one (1) metal tradesman.

p.106. Ratios pertaining to supervision shall be the sole prerogative of the contractor.

p.107. Except as expressly provided under this section, residential journeymen shall be subject to all other terms of this Agreement.

p.108. The following provisions shall be in effect only if permitted by Federal or State law: The employees reserve the right unto themselves to refuse to handle, erect or install fabricated material sent to the job that has not been fabricated by journeymen members of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO, receiving the prevailing building construction wage rate in effect wherever said pipe fabricating shop may be located.

STEWARD

p.109. A steward shall be a working journeyman appointed by the business agent of the Local Union who shall, in addition to his work as a journeyman, be permitted to report to his respective business agent for settlement of grievances, which may arise in the course of employment under the Agreement. In no event shall a contractor discriminate against a steward or lay him off or discharge him on account of any action taken by him in the performance of his Union duties.

The steward will not, however, enjoy any seniority right in employment. Where there are eight (8) or more men employed on a job, the Employer shall notify the Hiring Hall at least forty-eight (48) hours in advance of his intention to lay off the steward. The union shall within forty-eight (48) hours advise the employer of the appointment of a steward.

p.110. The business agent shall see the steward immediately upon his arrival on a job. In case of dispute, the steward shall remain in the company of a business agent during his entire presence on a job.

SAFETY

p.111 Safety and Health. The employer and the employee both acknowledge a mutual responsibility to abide by both the State and Federal safety and health laws. The Employer acknowledges his responsibility to carry out the requirements of the law and the employee acknowledges his responsibility to abide by the safety rules promulgated by the State and Federal governments for his own health and safety.

ARTICLE IV

HOURS

p.112. Eight (8) hours shall constitute a workday, from **6:00 a.m. to 6:00 p.m.** Mondays through Fridays inclusive, and five (5) such days shall be a work week; provided, however, that by mutual consent between the Union and the Employer the starting time may be advanced or delayed in order to conform with other Crafts on the job. No journeyman shall work longer than five (5) consecutive hours without a thirty (30) minute lunch period.

FOUR DAY, TEN HOUR (4 -10) WORK WEEK

p.113. On a particular job when two-thirds (2/3) of the employees and the Employer agree, a four (4) day, ten (10) hour per day work week may be established, in which case the business manager having area jurisdiction shall be advised.

p.114. When so established, the work week shall be either Monday through Thursday or Tuesday through Friday, **and if a makeup day is required by a holiday, inclement weather, jobs shut down through no fault of the contractor, that make up day shall be on Friday or Monday, Saturday may be a makeup day if mutually agreed upon by the contractor and the union.**

p.115. Hours (for a 4-10 workweek only): Ten (10) hours shall constitute a workday, from 6:00 a.m. to 6:00 p.m. for four (4) consecutive days; provided, however, that by mutual consent between the Union and the Employer, the starting time may be advanced or delayed in order to conform with other crafts on the job. No journeyman shall work longer than five (5) consecutive hours without a thirty (30) minute lunch period.

p.116. Overtime and Holidays (for a 4-10 work week only): All work performed on Sundays, and on the following holidays: New Years Day, Decoration Day (Memorial Day), 4th of July, 24th of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid at double the base rate of pay. (Also, all other holidays designated in this contract.)

p.117. All work performed on the remaining two (2) regular days off shall be paid at a rate of one and one-half times the base rate of pay.

p.118. Either party may rescind the 4-10's work week by giving ten (10) days notice in writing.

OVERTIME AND HOLIDAYS

p.119. Overtime shall be paid at time and a half for all hours over eight (8) Monday through Friday and for the **first ten (10)** hours on Saturday.

Sundays, holidays, and hours over **ten (10)** on Saturday, shall be paid at double time. No employee will be laid off for refusing to work overtime.

p.120. For the purpose of this contract, the following days shall be holidays: New Year's Day, Decoration Day (Memorial Day), 4th of July, 24th of July, Labor Day, Thanksgiving Day, Christmas Day, the Friday following Thanksgiving, the day before Christmas and New Years, as well as the Friday before the 4th of July, 24th of July, 25th of December, and January 1st, if they occur on Saturday or the Monday following if they occur on Sunday.

p.121. Where overtime is at one and one-half (1 1/2) times the regular rate of pay, it shall be calculated by multiplying the number of overtime hours worked by the applicable zone rate and adding to that the number of overtime hours worked multiplied by one half (1/2) the base rate of pay.

p.122. Where overtime is double (2 times) the regular amount of pay, it shall be calculated by multiplying the number of overtime hours worked by the zone rate applicable and adding to that amount the number of overtime hours worked multiplied by the base rate of pay.

p.123. In all overtime worked where the extent of overtime requires a second lunch period, that second lunch shall be on company time.

p.124. No work will be performed on Labor Day except in cases of emergency and then only after permission is granted by the business manager of the Union.

SHIFT WORK

p.125. Shift work may be performed at the option of the employer. However, when shift work is performed, it must continue for a period of not less than five (5) days and each employee working on shift work must work for at least five (5) work days on such shift, otherwise the rate of pay for that employee shall be at the applicable overtime rate. In instances where the hiring hall cannot provide the employees for the full five (5) day period and where the job duration exceeds the five (5) day requirement, those employees who work short of the five (5) day period shall be paid at shift rate.

p.126. For the purpose of shift work, the work week shall begin at 6:00 a.m. Monday morning. The day shift shall work a regular eight (8) hour shift as outlined in the Hours Section of this Article. At no time shall the second shift be less than eight (8) hours and the third shift less than eight (8) hours. The hourly rate on the **second shift** shall be **five percent (5%), and the third shift shall be fifteen percent (15%)** over the above basic hourly rates. Employees required to work shifts with less than eight (8) hours between them shall be entitled to overtime pay for the second shift. If overtime is worked, the second lunch will be on company time. All provision pertaining to overtime as described in the Overtime and Holidays Section of this Article shall be applicable to shift work.

JOBGING, REPAIR, AND HOUSING

p.127. Each Employer covered by this Agreement may, by mutual consent of the Employer and employees on plumbing and heating repair, remodeling and housing only, be entitled to employ men between the hours of 6:00 a.m. and 6:00 p.m., Monday through Saturday, on the straight-time rate of pay. In jobbing, repair, remodel and housing where an employee works over forty (40) hours per week, he shall be paid at one and one-half (1 1/2) times the zone rate of pay applicable for the hours worked beyond forty (40) hours, except that this section shall not apply to industrial process piping. In those instances where a company or business operation, due to its nature, may not close operation during the regular working day to accomplish remodel or repair, the Employer may establish a shift to perform that work, provided that there is enough work for at least one eight (8) hour shift. Once a shift is established, the rate of pay for the entire shift shall remain the same. For the purpose of this section, a shift may begin at anytime other than the regular workday beginning time. The assignment of men on such shifts shall be by mutual consent of the Employer and employee. The Employer may not take disciplinary action against any employee for refusal to accept such shift assignment.

p.128. As conditions of employment change, it may be necessary to reduce the normal work week below forty (40) hour's for the purpose of distributing work opportunities to all journeymen. With this in mind, it is agreed that on sixty (60) days written notice by either party, the parties hereto shall meet and negotiate a change in the normal work week.

ZONE PAY

p.129. For the purpose of computing and establishing wages, the following zones shall apply:

p.130 **Zone pay is eliminated except for industrial work defined as power plants, cement plants, steel and/or basic metal producing plants , paper mills, foundries, ore reduction, pelletizing plants, or refineries as follows:**

p.131 Base One(Zone I). There is hereby established a base zone extending out twenty (20) miles on both sides of I-15 as it passes through Utah, Salt Lake, Davis, and Weber Counties and then north through Box Elder County to the intersection of Main and State Streets in Tremonton and twenty (20) miles any direction there from, as well as twenty (20) miles on both sides of 89-91 from the junction with I-15 in Brigham City to the junction of Center Street and Main Street in Logan, and then twenty (20) miles in any direction there from, all of the above to be determined by the shortest established automobile road route to the work site.

p.132. There is no zone pay if the employee travels to and from a project on company time and in a company vehicle.

p.133. Zone pay is paid at half the contractual zone pay if the employee is in a company vehicle, but on their own time.

p.134. As a special exception to the above, all of Park City area shall be considered a base zone. When Employers are working in the Park City area, the Employer shall be required to provide one truck for transportation of workmen and tools.

p.135. In cases where the employees have a permanent residence in areas outside of the base zone, there is hereby established a base zone for that employee extending twenty (20) miles from the center of the town in which he resides. Any work of the employee within that twenty (20) mile radius will be paid for at the base rate of pay.

p.136. In addition to the base zone described above which passes through Locals 19, 57 and 348, the following zones shall apply:

UA LOCAL UNIONS 19, 57, 348

p.137. Zone 4 shall begin 30 miles beyond the base zone and extend 65 miles beyond the base zone.

p.138. Zone 5 shall be all areas beyond Zone 4, unless the project is within ten (10) miles from the center of those cities having individual room rental and public eating facilities adequate to serve the project involved, in which case zone 4 shall apply.

P139 For all non-industrial projects and for industrial work not listed above and more than 65 miles beyond the base zone, the employer and employee shall negotiate a mutually acceptable agreement regarding subsistence.

ZONES

p.140. Each of the zone increments beyond the base zone rate of pay shall increase by the following amounts and shall be applicable without variation to each of the craft categories (i.e. Metal Tradesman, Apprentice, and Journeyman).

p.141. Zone 4 shall exceed base zone by two dollars and fifty cents (\$2.50).

p.142 Zone 5 shall exceed base zone by three dollars and fifty cents (\$3.50).

WAGES AND FRINGES

p.143. The following wage classifications and base rates shall apply:

p.144. **Residential Journeyman** - Includes journeymen doing work on single family dwellings and multiple family dwellings up to four (4) stories.

Other Projects Effective Date	Base Rate	Health & Welfare	Pension	National Pension	Education	State Assoc.	Contract Admin.	Industry Improvm't	Intern'l Training Fund
August 27 2003	19.27 (60)	3.61	N/A	1.70	.45	.04(WTH)	.05	.25	.05
August 1, 2004	19.97 (70)	3.61	N/A	1.70	.45	.04(WTH)	.05	.25	.05
August 1, 2005	20.67 (70)	3.61	N/A	1.70	.45	.04(WTH)	.05	.25	.05
August 1, 2006	21.47 (80)	3.61	N/A	1.70	.45	.04(WTH)	.05	.25	.05

p145 **All Other projects** - Includes journeymen doing work of any sort on all projects, except those projects in the Residential classification, and shall include water and sewage treatment plants which are a part of municipalities and other political subdivision.

Mechanical Construction Effective Date	Base Rate	Health & Welfare	Pension	National Pension	Education	State Assoc.	Contract Admin.	Industry Improvm't	Intern'l Training Fund
August 27, 2003	24.05 (60)	3.61	1.75	1.70	.45	.04(WTH)	.05	.25	.05
August 1, 2004	24.75 (70)	3.61	1.75	1.70	.45	.04(WTH)	.05	.25	.05
August 1, 2005	25.45 (70)	3.61	1.75	1.70	.45	.04(WTH)	.05	.25	.05
August 1, 2006	26.25 (80)	3.61	1.75	1.70	.45	.04(WTH)	.05	.25	.05

Other:

p.146 **The UPT is authorized to establish working assessment language within the collective bargaining agreement, which must include the necessary employees authorization cards.**

p.147 **The UPT is authorized to establish a voluntary \$0.01 UA PAC fund within the collective bargaining agreement as an employee deduction with the necessary employee authorization cards.**

p.148. Metal Trades - The Metal Trades scale shall be fifty percent (50%) of the journeyman scale involved, with the following fringes applying: Contribution of Metal Trades to Trust Funds include: Health & Welfare, Education, State Association, Contract Administration, Industry Improvements, International Training Fund as stated in p145. Please note that both pension funds are excluded.

p.149. **Contribution to both local and national pensions funds shall not be required during the first six (6) months of employment as a first period apprentice.**

p.150. The Union reserves the right to assign any negotiated wage benefit to any already negotiated fringe benefit.

DAVIS-BACON WORK

p.151. All Davis-Bacon work shall be at the scale published by the government agency involved. Contractors will make every effort to notify the Utah State Association of any discrepancies in wages and fringes on Davis-Bacon work.

TARGETING/WORK RECOVERY

p.152. It is agreed that job targeting is both useful and good in bringing about work recovery. In order to facilitate such work recovery, the following rules are mutually agreed to:

p.153. A. That the final decision on all targeting shall rest with the Local Union.

p.154. B. Contractors shall make every effort to contact the Local Union involved forty-eight (48) hours prior to bid date with targeting requests.

p.155. C. All targets must be signed prior to starting work on the project involved.

p.156. D. Contractors may bring three (3) journeymen and one (1) apprentice per targeted job, with a maximum of six (6) men per shop into the targeting local's jurisdiction. This applies to targeted jobs only.

p.157. E. Each Local Union shall be the sole targeting agent for work within their jurisdiction.

p.158. F. The most favored nations clause shall not apply to any targeted job.

p.159. G. All workmen shall be informed of the target prior to going to work on the job.

p.160. H . It shall be the responsibility of the contractor to contact the business manager of the Local Union for information on specific jobs that are targeted.

p.161. I . It shall not be the responsibility of the Local Union to contact any contractor with targeting information.

MANNING SCHEDULE

p.162. The employer shall submit to the union on forms provided for that purpose, a manning schedule on jobs awarded to them during the terms of the contract.

p.163. Since pipe fabrication work is affected by this Agreement, representatives of employers doing plant fabrication work, together with representatives of the union, shall organize for the same purpose as above described and with the same provisions of representation and final selection.

SUPERVISION RATES

p.164. Foreman wages shall be ten percent (10%) over the applicable Journeyman base rate. General Foreman wages shall be twenty percent (20%) over the Journeyman base rate. Superintendent wages shall be thirty percent (30%) over the Journeyman base rate.

INDUSTRY IMPROVEMENT FUND/CONTRACT ADMINISTRATION FUND

p.165. In addition to the above, the Employer shall pay the following amounts into Trusts set up to receive them: Industry Improvement Fund to be used to effectuate high standards within the Industry, to meet the public and other officials, and to acquaint the public with facts pertaining to the Industry. The Contract Administration to be used for administering and servicing the working Agreement, including, but not limited to, the payment of time and other expenses incurred in contract negotiations, printing of Agreements, and costs incidental to the settlement of grievances and disputes.

Contract Administration Fund

.05

Industry Improvement Fund

.25

PAYROLL WITHHOLDING

p.166. The employer shall withhold from the employees' wages such lump sum amounts as may be requested by the employee, in writing, and on appropriate withholding forms for the purpose of forwarding the same by the tenth (10th) of each month to the appropriate Credit Union. Any amounts to be withheld shall be designated or changed on any of the five dates as follows: (1) When first employed by the Employer, (2) January 1st, (3) April 1st, (4) July 1st, (5) October 1st.

FRINGE BENEFITS

p.167. The parties adopt as between themselves, and hereby agree to comply with, all terms of those certain Agreements and Declaration of Trust establishing:

p.168. Utah Pipe Trades Welfare Trust Fund.

p.169. Utah Pipe Trades Education Trust Fund.

p.170. Utah Pipe Trades Pension Trust Fund.

p.171. The respective amounts for fringe benefits as set forth in the Wages and Fringes Section of Article IV shall be forwarded to the applicable aforementioned Trust Funds established to receive them.

p.172. The Health and Welfare Trust is established solely for the purpose of providing welfare coverage to the covered employees of the Employer and for the costs of administration thereof. The Education Trust Fund is established for the purpose of establishing, maintaining, and administering a training program with the Industry and for the costs of its administration. The Pension Trust Fund is established for the purpose of providing a Pension and Retirement Plan for the Employers' covered employees and for the cost of its administration.

p.173. Contributions to the heretofore named Welfare Fund, Pension Fund, and Education Fund shall be computed by the Employer on a monthly basis and sent to the Fund's administration office not later than the tenth (10th) day of the month immediately following, with the consolidated transmittal form provided by the Fund's administration office. In the event the contributions are not made when due, a liquidated damage charge or late payment charge of ten percent (10%) shall be added. The Trustees of each respective Trust may bring a civil action against any Employer who fails to make payment of such contributions when due, and in such action the Employer agrees to pay all costs of collection, to include a reasonable attorney's fee in addition to the liquidated damage or late payment charges. When payment of the contributions to the Trust Fund becomes thirty (30) days delinquent and upon notice by the Administrator of the various Trust Funds, the Union shall, within forty-eight (48) hours of such notice,

request that the employees remove themselves from the jobs of the delinquent Employer. Such removal of employees shall continue until the Administrator shall verify that there is no money owing the Trust Funds by the delinquent contractor. Failure on the part of the Union Business Agent to notify employees, or failure of the employees to remove themselves from the job shall relieve each of the Trust Funds from any responsibility to collect the delinquent money owed to each respective Trust Fund by the Employer involved.

p.174. Each of the aforementioned Trust Funds shall be jointly administered by an equal number of Union and Employer representatives.

p.175. Each Employer becoming a party to this Agreement for the first time and each Employer who shall become more than thirty (30) days delinquent in the payment of Health and Welfare, Education and Pension contributions, as well as all Employers who have submitted checks without sufficient funds shall be required to sign a Promissory note in the amount owing to the various Trust Funds and shall be further required to furnish a Surety Bond in the amount of one thousand dollars (\$1,000.00), in a company and in such form as is satisfactory to the Trustees. The bond shall be made payable to the Utah Pipe Trades Welfare Trust Fund, the Utah Pipe Trades Education Trust Fund, the Pension and Retirement Trust Fund of the Plumbing-Heating and Cooling Industry of Utah, and the Plumbers and Pipefitters National Pension Fund, for the use and benefit of each Trust Fund to assure payments of such benefits, together with reasonable expenses incurred in the collection thereof. Such bonds shall be continuous for at least one year or until such time as the Employer demonstrates to the Trustees that he is able to resume such payments promptly. A copy of the aforementioned bond is appended hereto and made a part of this Agreement.

p.176 Representatives of the Trust Fund, or a licensed accountant appointed by them, may examine payroll records of the Employer in order to determine if the Employer is abiding by the terms of the Agreement pertaining to payments of Health and Welfare, Education and Pension contributions.

p.177 The Employer agrees to make contributions as provided in this Agreement to the Plumbers and Pipefitters National Pension Fund in accordance with the Standard Form of Participation Agreement attached to and made a part of this Agreement.

p.178. Ten percent (10%) of all reciprocal pension payments shall be set aside and kept in the local Pension Fund to reduce unfunded liability until such unfunded liability has been eliminated.

PAY DAYS AND CONDITIONS

p.179. Pay day shall be once each week on the third (3rd) work day following the end of the weekly payroll period, as determined by the Company. Checks shall be available at the end of the normal established work day, at the job site and any employee required to wait for his pay after the end of the third (3rd) work day shall turn in time at the regular straight time rate of pay for each hour of fraction thereof he is required to wait for his pay except that he shall not be paid more than an additional eight (8) hours of waiting time in any twenty-four (24) hour period.

p.180. Employers shall be required to list all deductions weekly in writing to their employees. Any Employer who pays with a check which is not immediately cashable may, at the discretion of the Joint Labor Management Committee, be required to pay by cash on all future pay days. In those instances where the employee is required to wait for such pay as a result of insufficient funds in the Employers checking account or some other irregularity of the check, it shall be the responsibility of the employee to notify the Employer as soon as possible that the check is uncashable.

p.181. Any company desiring to pay by check shall have a regular company check with the name of the company printed thereon. When employees are laid off or discharged, they shall receive their wages in

full at the time of being laid off or discharged. Employees quitting or resigning shall be paid in full within three (3) working days.

TRAVEL PAY

p.182. In all jobs located in Zones 4 and 5, the employee shall be compensated on any job lasting a minimum of five (5) working days; a one time payment of Zone 4 twenty dollars (\$20.00) and Zone 5 (\$40.00) for car allowance. An employee terminated before having worked five (5) days shall receive travel time and car allowance for his round trip. If an employee, however, voluntarily quits a job and is later re-employed on the same job, he shall not be entitled to further travel time or car allowance on that same job.

p.183. Once an employee starts his work day at a job site, that employee will be paid either working time or travel time at the base rate until he returns to the point of origin.

p.184. When an Employer instructs an employee to travel from the area of his home local base zone to any other area, his rate of pay shall be based on the zone applicable using his home local base zone as the point hire.

PARKING COSTS REIMBURSEMENTS

p.185. The Employer will provide parking within three (3) blocks, or will provide suitable transportation.

ARTICLE V

APPRENTICES

p.186. The terms of employment of apprentices shall conform to the rules and regulations of the Standards of Apprenticeship for the Plumbing and Pipefitting Industry of the State of Utah.

p.187. The recruitment, selection, employment, and training apprentices shall be without discrimination because of race, color, religion, national origin, or sex. The Joint Apprenticeship Training Committee (JATC) shall take affirmative action to provide equal opportunity in apprenticeship and shall operate this apprenticeship program as required under applicable law and lawful regulations issued there under.

p.188 There shall be a State Joint Apprenticeship Committee set up in conformity with the National Apprenticeship Standards for the Plumbing and Pipefitting Industry whose authority is to supervise and recommend to the local Joint Apprenticeship Committee.

p.189 There shall also be local Joint Apprenticeship Committees. These committees shall have the authority to set up rules and requirements governing the qualifications, education and training of all apprentices, including provisions of hours and working conditions.

p.190. All apprentices working for contractors who are signers of the Agreement must first be indentured by the signers of this Agreement.

p.191. All employers hiring apprentices agree to abide by all rules, regulations and decisions set up by the area Joint Apprenticeship Committee, which rules, regulations and decisions shall be binding to all parties concerned.

APPRENTICE SCHEDULE

p.192. FIRST year shall equal 55% of the Journeyman's rate of pay.

p.193. THIRD six-month period shall equal 60% of the Journeyman's rate of pay.

- p.194 FOURTH six-month period shall equal 65% of the Journeyman's rate of pay.
- p.195. FIFTH six-month period shall equal 70% of the Journeyman's rate of pay.
- p.196. SIXTH six-month period shall equal 75% of the Journeyman's rate of pay.
- p.197. SEVENTH six-month period shall equal 80% of the Journeyman's rate of pay.
- p.198 EIGHTH six-month period shall equal 85% of the Journeyman's rate of pay.
- p.199. NINTH six-month period shall equal 90% of the Journeyman's rate of pay.
- p.200. TENTH six-month period shall equal 95% of the Journeyman's rate of pay.

MAXIMUM APPRENTICE RATIOS

- p.201. **Housing: Three (3) apprentices** to one (1) metal trades to one (1) journeyman.
- p.202. **All Other Projects : Three (3) apprentices** to one (1) journeyman until the pool is exhausted.

JOURNEYMAN TRAINING

p.203. The Joint Apprentice Committee, together with the Joint Labor Management Committee will be responsible for providing a plan for the continuing education of journeymen in order to keep them abreast of technological changes in the industry as well as to refresh them on past training. An employer shall have the right to request from the hiring hall list, those journeymen who have qualified/certified in designated certifications. This provision shall not be discriminatory.

ARTICLE VI

FOREMAN RATIO

p.204 **On all jobs requiring twelve (12) or more journeyman and apprentices, one journeyman shall be designated as foreman by the employer. There shall be a foreman for every twelve (12) journeyman and apprentices there after. After two foreman are employed, one shall be designated a general foreman. After three (3) foreman are employed the general foreman shall not direct a crew, but shall supervise the foreman.**

ARTICLE VII

WORKING RULES

p.205. Any employee, after being hired and reporting for work at the regular starting time and for whom no work is available, shall receive pay for two (2) hours at the basic straight time hourly rate of wages, unless he has been notified before leaving his home not to report, and an employee who reports for work and for whom work is available shall receive not less than four (4) hours pay, and if more than four (4) hours are worked in any one day, he shall receive not less than eight (8) hours pay. All show up pay, as described above, shall be at the rate of pay the employee would have received had he worked. In the event an employee shows up for work drunk or otherwise not in command of his faculties and hence unable to perform his work, this section shall not apply.

REPORTING TIME

p.206. Any employee reporting for work at the regular starting time at a shop or job, and for whom no work is available due to weather conditions, will receive two (2) hours pay for reporting time. To be eligible to receive such reporting pay, the employee must check in at the job or shop at the regular starting time and remain there for two (2) hours. In order to qualify for the pay provided for in this Article, the employee must remain on the job available for work during the period of time for which he received pay unless released sooner by the employers principal supervisor. After starting work and work is stopped because of weather conditions, the employee shall receive pay for the actual time on the job, but in no event less than two (2) hours. Employer shall have sole responsibility to determine the availability of work due to weather conditions.

COFFEE BREAKS

p.207. Two (2) ten (10) minute coffee breaks per shift shall be allowed, times to be set by the employer and to be taken in the work station or designated area same to be determined by someone in a supervisory position together with the shop steward. Coffee breaks are to be used at the time scheduled by the employer and not used as comp time.

TOOLS

p.208. The employee will be responsible for providing the following **ten (10)** hand tools:

(1)Tape Measure	(1) 5/16 nut driver
(1)Channel Lock Pliers	(1) Striker
(1) Torpedo level	(1) #15 tubing cutter
(1) 4-way screwdriver	(1) 5/16 torque wrench
(1) 8-inch crescent wrench	(1) 12" crescent wrench

The Employer, upon effective date of new agreement, will provide the first set. All newly organized apprentices will be provided first set. Additionally, all employees currently unemployed at signing of the agreement will be eligible, up to one year, for the first set by new Employer.

CLOTHING

p.209. The Employer, at his own expense, shall be required to furnish welding gloves, goggles, hoods, leathers, and all safety equipment as required in the Federal and State Health and Safety Laws with the exception of hard toe shoes which, when required, shall be the responsibility of the employee.

p.210. The Employer further agrees to furnish protective clothing such as overshoes, overalls, gloves, etc., in instances where employees are required to work in the presence of acid chemicals or caustic substances. (This provision does not, however, require the Employer to replace clothing where damaged under normal working conditions.)

INSTALLATION

p.211. Workmen shall install pipe work in a safe and workmanlike manner and in accordance with applicable code rules and contract specifications unless instructed by the Employer to do otherwise. Violations of this section shall be referred to the Union in writing and disciplinary action shall be taken.

p.212. The representatives of the Union shall be allowed access to any building at any reasonable time where members of the Union are employed, providing the Employer can grant this request.

p.213. No journeyman shall be allowed to work in the jurisdiction of the Local Union until he complies with applicable state and city licensing requirements.

p.214. The bending, threading, cutting, welding, fabricating, unloading, handling and erecting of all pipe and materials, installation of pipe hangers and pipe supports of every description, the attaching and assembling of all pipefitting and valves whether welded, screwed or flanged, on all plumbing and pipefitting fixtures of every description, except toilet tanks, must be done by employees employed under this Agreement.

p.215. No Journeyman shall take orders for installation of work except through the regular chain of command.

p.216. This Agreement shall not prohibit the employers from using any labor-saving devices or methods.

COMPOSITE CREW

p.217. In the case of a composite crew consisting of more than one craft, all men will receive the highest craft scale.

p.218. Any Employer who does not have a permanent place of business, within the area of the Local Union having jurisdiction, shall be permitted to bring into that Local no more than three (3) journeymen and one (1) apprentice per job. This will apply to contractors from out-of-state only where an equal or identical provision prevails. Where equal or identical provisions do not apply to out-of-state contractors, then they may bring one (1) person into the Utah jurisdiction for supervision only.

p.219. In order to provide for continuous training of apprentices, Employers may be permitted to take any apprentice in his employ into the jurisdiction of any of the Utah Locals except that such transfer of apprentices shall not authorize the Employer to violate other sections of this Agreement pertaining to the transfer of men from one jurisdiction to another. Requests for new apprentices to do work in the jurisdiction of the various Locals shall be taken from the apprentice pool of the Local involved.

FREE MOVEMENT OF MEN

p.220. Employers doing housing or plumbing and refrigeration service work may, for that work only, freely move workmen from one Local to another within the jurisdiction of the three Utah United Association Locals, otherwise they shall be governed by other sections of this contract pertaining to such movements.

p.221. The policy of the Union, so long as same is not invalid under the Federal or State law, is to promote the use of materials and equipment manufactured, processed or repaired under economically sound wage, hour, and working conditions by their fellow members of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry.

ARTICLE VIII

PENALTY CLAUSE

p.222. It is mutually agreed by the parties that in order to properly police and enforce this Agreement, if any Employer, any of the Local Unions signatory to this Agreement, or their officers or representatives, or any journeyman shall be charged with having violated any of the terms of this Agreement, such Employer, such Local Unions, officers or representatives, or journeyman shall be cited to appear before the Joint Labor Management Committee and shall thereafter be subject to whatever action or penalty or both said committee shall determine to be proper under the circumstances.

ARTICLE IX

SAVINGS CLAUSE

p.223. If any provision of this Agreement shall at any time during the term hereof conflict with any State or Federal law, then such provision shall be deemed modified to conform, but shall continue in effect to the extent permitted by the applicable law. If any single provision, clause, paragraph, sentence or section of this Agreement is held by any court, bureau or administrative agency to be invalid, illegal or inoperative, it shall not invalidate the remaining portions of this Agreement. In the event sections are held to be illegal or invalid, the parties hereto agree to negotiate upon such matters upon thirty (30) days written notice.

DRUG POLICY

p.224. In view of National and State requirements on control of alcohol and drugs in the work place, all considered to be in the best interests of safety and a drug free environment, the signatories to this Agreement agree that these policies and standards-become a part of this Agreement.

p.225. It is mutually agreed that this Drug and Alcohol Policy is subject to review at any time, at the request of either party to this Agreement, in order to refine its terms or to bring it into conformity with State and Federal regulations. However, any actual amendment shall be by mutual consent of the two parties hereto.

p.226. It is also agreed that the terms of this Agreement are superseded by specification or project terms which dictate alcohol or drug testing procedures for the project.

p.227. However, if the alcohol or drug testing policies, set up as a condition of the project or as part of the specification, are inferior to the policies herein contained, then these policies shall prevail.

ALCOHOL AND DRUG TEST POLICY of the UTAH MECHANICAL CONTRACTORS ASSOCIATION and LOCAL UNIONS 19, 57 AND 348

p.228. **PURPOSE:** It is the policy of the above parties to provide a safe and healthful work place for all employees. It is recognized that construction is an inherently dangerous industry, that it is intensely regulated by a variety of local, state, and federal regulations and statutes which specifically include the employers duty to provide and maintain a safe work place. This policy defines efforts to provide a safe and accident-free work place by ensuring employees an environment free from the influences of drugs and/or alcohol and incorporates the guidelines of the most current UA/MCAA Substance Abuse Testing and Treatment model.

p.229. **POLICY:** The use of alcoholic beverages, marijuana, illegal drugs, narcotics or controlled substances by employees while on duty and/or at locations under the employers control, is prohibited and is cause for termination.

Employees must not report for duty under the influences of or have in their possession, any alcoholic beverage, marijuana, or illegally obtained drug, narcotic, or other illegal substance at any location under the employers control.

p.230. **TESTING:** An employer, as a condition of employment, may require all employees to pass (negative results) a pre-employment drug/alcohol test, or they may require employees to pass (negative results) a drug/alcohol test only at projects where alcohol and drug testing is required as a condition of employment. The method of testing shall be urinalysis. Tests shall be conducted by a certified testing

facility that has a Medical Review Officer on staff and meets the criteria for drug testing established in paragraph 241. These employment screening tests shall be taken as soon as practical after the individual reports for work. It is understood that new employees shall be considered probationary employees until such time as the results from the tests are known to the employer. The presence of one or more illegal drugs, alcohol, or marijuana will be cause for termination.

p.231. **POST ACCIDENT TESTING:** In the event of any accident which is OSHA/UOSHA recordable and/or which results in damage to property or equipment, any persons directly involved in the accident may be required to submit to a drug/alcohol test.

p.232. **PROBABLE CAUSE TESTING:** An employee shall not report for work in a condition unfit for work due to the use of alcohol, illegal drugs, or other illegal substances that impair their work performance. Being in a condition unfit for work because of the effects of illegal drugs, alcohol, or other illegal substances that impair work performance while at the job site is cause for disciplinary action, up to and including discharge. In the event of an investigative interview stemming from observation of unusual activity or behavior, the employee shall have the right to have the shop steward or union business manager present.

p.233. If an Employer has probable cause to suspect that an employee is unfit for work, as described above, the Employer may require the employee to submit to a detection test as outlined herein to determine whether the employee is in violation of the paragraph entitled Policy. Probable cause means objective belief based on direct observation by one (1) union and one (1) management representative. All facts must be immediately reduced to writing by the management representative and approved or disapproved in writing by the business manager or shop steward and provided to the employee. If such officials are not on site to observe an employee whose performance is impaired, the job foreman shall contact the Employer by telephone immediately.

p. 234. **RANDOM TESTING:** The employer on a company basis may elect to implement a random drug and alcohol policy under the following term:

1. The employer agrees that all "bargaining and non bargaining" employees shall be placed in the random pool and subject to the same terms.
2. The random sampling shall be performed by a third party testing agency where as all random samples shall be at the exclusive control of the third party agency
3. The employer shall designate one (1) individual in the company who will be responsible for all confidential communication with said testing agency.
4. The testing facilities shall be a certified laboratory as per p230.
5. Employers signatory to more than one collective bargaining agreement with random drug testing shall have ability to utilize one single program as long as it is consistent with the UA –UMCA collective bargaining agreement as referenced here in.

p.235. **LEGAL DRUGS:** The use of drugs, which are lawfully obtained, and properly used, shall be permitted provided their use does not interfere with the individual's proper and safe performance.

p.236. **RIGHTS OF EMPLOYEES:** When requesting an employee to undergo drug or alcohol testing, the employer shall provide the employee with a form on which to acknowledge that the employee has seen the drug and alcohol testing policy.

p.237. If an employee tests positive for drug or alcohol use, the employee must be given written notice of the right to explain the positive test and indicate any over-the-counter or prescription medication that the

employee is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test.

p.238. Within three (3) working days after notice of a positive initial test result the employee may submit information to the employer, to explain that result.

p.239. Refusal to test or provide an adequate sample when required by this policy shall constitute insubordination and is a violation of this agreement.

p.240. Any specimen adulterated by the employee will be considered a positive test result and therefore a violation of this policy. Any specimen adulterated by the employer will be considered a negative test result.

p.241. ALCOHOL AND DRUG TESTING PROCEDURES

- 1) Drug testing of employees shall be required as soon as practical upon employment and subsequent to work related accidents and when reasonable cause exists that an existing employee may be in violation of the policy of this management agreement as described herein. A work related accident is defined as an accident resulting in an injury requiring treatment by a physician (OSHA/UOSHA recordable) or resulting in damage to property or equipment.
- 2) Specimens shall be obtained by a certified testing facility, and analyzed by its designee, with chain of custody maintained.
- 3) If not tested on Company time, the employee shall be paid two (2) hours time for testing.
- 4) The reporting of the results of the drug test shall be handled discreetly between the testing facility and employer. The results shall be reported as follows:
 - a. "Yes, the employee is within the limits described by the employer", or
 - b. "No, the employee is not within the limits described by the employer."
- 5) If requested by the employee, the results will be provided to the employee by the testing-facility.
- 6) The employer and the testing facility must understand and agree that the customary patient privacy will be observed in taking the described test.
- 7) The employer and the testing facility must agree that security of biological specimens is absolutely necessary. Any breach of this security will require a three (3) day written notification to the employee, with re-testing at the employers expense.
- 8) The testing facility must maintain appropriate systems, records and administrative procedures to provide participating employers with accurate and timely information as to the drug and alcohol free status of employees.
- 9) The MRO and the testing facility ensure that the testing facility conducts both an initial drug screen and a confirmation test on specimens before reporting positive results.
- 10) In the event of positive test results, the employee may request, within ten (10) days, a sample of their urine specimen from the testing facility for the purpose of re-testing at a certified drug testing facility at the employee's expense. As required by Number 2 (p253.) herein, chain of custody for this sample shall be maintained. In the event of a negative test result on the re-test, the employer shall pay for the re-test and any lost straight time wages.

- 11) The specimen must be re-tested at a facility that will test at the same confirmation levels as the facility performing the first test. The following is a list of the drug classes that are screened and their associated detection levels.

Compound	Confirmatory	Method
Amphetamines	500 NG/ML	GC/MS
Barbiturates	200 NG/ML	GC/MS
Benzodiazepines	200 NG/ML	GC/MS
Cocaine Metabolites	150 NG/ML	GC/MS
Marijuana (THC)	20 NG/ML	GC/MS
Opiates	300 NG/ML	GC/MS
Phencyclidine	25 NG/ML	GC/MS
Propoxyphene	200 NG/ML	GC/MS
Ethanol	0.03 G/DL	GC

- 12) If an employee tests positive they shall be terminated and ineligible for rehire to that project for thirty (30) days. In the event the individual is redispached to that project after thirty (30) days and tests positive a second time, they shall be terminated and ineligible for rehire to that employer until they provide written confirmation of current involvement in or completion of a rehabilitation program or has successfully passed a drug test. The individual will still be subject to pre-employment drug testing.
- 13) The employer, and the testing facility must agree that the results of the described tests are to be held in the strictest **CONFIDENCE** between the employer and the testing facility. They must further agree that the results of the above tests will not be provided to anyone without express written consent of the employee.
- 14) The parties hereto agree that the grievance procedure contained in the Labor Agreement shall apply for dispute resolution relative to this policy.
- 15) It is understood that all employees working for a signatory contractor on any project which requires drug and/or alcohol testing shall be tested.
- 16) Employees testing positive will be terminated as follows:
1. "Does not meet job qualifications."
- 17) This policy may be amended by the negotiating committee to meet current industry needs.

APPENDIX

p.243. Summary of the Jurisdiction of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada.

1. All piping and plumbing water, wastes, floor drains, drain grates, supply leader, soil pipe, grease traps, sewage and vent lines.

2. All piping for water filters, water softeners, water meters, and the setting of same.

3. All cold, hot, and circulating water lines, piping for house pumps, cellar drainers, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above-mentioned equipment.

4. All water services from mains to buildings, including water meters and water meter foundations.

5. All water mains from whatever source, including branches and fire hydrants, etc.

6. All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basin, storm water sewers, septic tanks, cesspools, water storage tanks, etc.

7. All liquid soap piping, liquid soap tanks, soap valves and equipment in bath and washroom, shower stalls, etc.

8. All bathroom, toilet room, and shower room accessories, i.e. towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.

9. All lawn sprinkler work, including piping, fittings, and lawn sprinkler heads.

10. All sheet lead lining for X-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes for roof flashings in connections with the pipefitting industry.

11. All fire stand pipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose cabinets and accessories and all piping for sprinkler work of every description.

12. All block tin coils, carbonic gas piping for soda fountains and bars, etc.

13. All piping for railing work and racks of every description, whether screwed or welded.

14. All piping for pneumatic vacuum cleaning systems of every description.

15. All piping for hydraulic vacuum, pneumatic, air, water, steam, oil or gas used in connection with railway cars, railway motor cars, and railway locomotives.

16. All marine piping and all piping used in connection with ship building and shipyards.

17. All power plant piping of every description.

18. The handling, assembling, and erection of all super-heaters, regardless of the mode or method of making joints, hangers and erection of the same.

19. All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc.

20. All soot blowers and soot collecting piping systems.
21. The setting, erection, and piping for all smoke consuming and smoke washing and regulating devices.
22. The setting, erecting, and piping of instruments, measuring devices, thermostatic controls, gauge boards, and other controls used in connection with power, heating, refrigeration, air conditioning, manufacturing, mining and industrial work.
23. The setting and erecting of all boilers, feeder water heater filters, water softeners, purifiers, condensate equipment pumps, condensers, coolers, and all piping for same in power houses, distributing and boosting stations, refrigeration, bottling, distilling and brewing plants heating, ventilating and air conditioning systems.
24. All piping for artificial gases, natural gases, and holders and equipment for same, chemicals, minerals and by-products and refining of same for any and all purposes.
25. The setting and erecting of all underfeed stokers, fuel burners, and piping, including, gas, oil, powder fuel, hot and cold air piping, and all accessories and parts of burners and stokers, etc.
26. All ash collecting conveyer piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.
27. All setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps and mixing devices and piping thereto of every description.
28. The setting, erecting and piping of all cooling units, pumps, reclaiming systems and appurtenances in connection with transformers and piping switches of every description.
29. All fire extinguishing systems and piping, whether by water, steam, gas or chemical, fire alarm and control tubing, etc.
30. All piping for sterilizing, chemical treatment, deodorizing and all cleaning systems of every description and laundries for all purposes.
31. All piping for oil or gasoline tanks, gravity and pressure lubricating and greasing systems, air hydraulic lifts, etc.
32. All piping for power or heating purposes, either by water, air, steam, gas, oil, chemical or any other method.
33. All piping, setting, and hanging of all units and fixtures for air conditioning, cooling, heating, roof cooling, refrigerating, ice making, humidifying, dehumidifying, dehydrating, by any method and the charging and testing service of all work after completing.
34. All pneumatic tube work and all piping for carrying systems by vacuum, compressed air, steam, water or any other method.
35. All piping to stoves, fire grates, blast and heating furnaces, ovens, dryers, heaters, oil burners, stokers and boilers and cooking utensils, etc.
36. All piping in connection with central distributing filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorination and chemical treatment work and all underground basins, settling basins and aeration basins.

37. All process piping for refining, manufacturing, industrial, and shipping purposes of every character and description.

38. All piping of every description.

39. All temporary piping of every description in connection with building and construction work, excavating and underground construction.

40. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduits and boxes used in connection with the pipefitting industry.

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

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

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

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

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

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

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

48. The operation, maintenance, repair, servicing, dismantling of all work installed by Journeyman members of the United Association.

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

50. Piping herein specified means pipe made from metals, tile, glass, rubber, plastic, wood or any other kind of material or product manufactured into pipe usable in the pipefitting industry, regardless of size or shape.

ATTESTATION

IN WITNESS WHEREOF, the parties hereto have set their hands.

**UNITED ASSOCIATION OF THE PLUMBING
AND PIPEFITTING INDUSTRY OF THE UNITED
STATES AND CANADA**

By *Mike Cockett*
Business Manager, Local Union 19

By *M. Sue Thompson*
Business Manager, Local Union 57

By *E. Larry Jalen*
Business Manager, Local Union 348

Date *4/6/04*

UTAH MECHANICAL CONTRACTORS ASSOCIATION

By *Scott B. Ryan*
Employer Representative, UMCA

Date *4/6/04*

PLUMBERS AND PIPEFITTERS

NATIONAL PENSION FUND AGREEMENT

AMENDED STANDARD FORM OF PARTICIPATION

The undersigned Employer and Union agree that the Employer shall make pension contributions to the National Pension Fund in accordance with the terms of this Agreement on behalf of those Employees who are covered by the National Pension Fund pursuant to the Collective Bargaining Agreement.

(a) Commencing with the 16th day of October, 1995, and for the duration of the current Collective Bargaining Agreement between the said parties, and any renewals or extensions thereof, the Employer agrees to make payments to the Plumbers and Pipefitters National Pension Fund for each Employee who is covered by the Plan in each classification listed below in accordance with the said Collective Bargaining Agreement, as follows:

EFFECTIVE DATE	CLASSIFICATION	AMOUNT
August 27 2003	Journeyman/Apprentice	\$1.70per hour
Other – Specify		\$_____per hour

Any classification of Employees who are excluded from the Plan pursuant to good faith bargaining and for whom contributions are not required by the Collective Bargaining Agreement shall not participate in the Plan. Persons in such excluded classifications shall not be considered employees for purposes of the plan and this Standard Form of Participation Agreement.

(b) The Employer shall make the contributions set out in subparagraph 1 (a) for each hour or portion thereof, for which an Employee is paid or entitled to payment for performance of duties for the Employer. (Each overtime hour shall be counted as one (1) regular hour for which contributions are payable.)

(c) Contributions as set out in subparagraph 1 (a) above shall be paid starting with the Employee's first day of employment in a job classification covered by the Collective Bargaining Agreement.

(d) The payments to the Pension Fund required above "Plumbers and Pipefitters National Pension Fund" which as established under an Agreement and Declaration of Trust, dated July 23, 1968, and restated December 13, 1978. The Employer, by signing this Standard Form of Participation Agreement, or by signing a Collective Bargaining Agreement providing for participation in the Plumbers and Pipefitters National Pension Fund, agrees to be bounded by all of the terms and conditions of the Restated Agreement and Declarations of Trust thereby ratifies, accepts, and designates as its representatives the Employer Trustees then serving as such and authorizes Employer Trustees to designate additional Employers Trustees and successor Employer Trustees in accordance with the terms and conditions thereof, and authorizes the Trustees to adopt amendments to the Restated Agreement and Declaration of Trust. The Employer hereby acknowledges receipt of a copy of the Restated Agreement and Declaration of Trust in effect when this Agreement is signed.

2. It is agreed that the Pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.

3. It is agreed that all contributions shall be made at such time in such manner as the Trustees require, and the Trustees shall have the authority to retain an accountant or accounting firm to perform payroll audits of the Employer to determine whether the correct amount of contributions have been made or to determine whether contributions have been made on behalf of all Employees covered by the Plan.

4. If an Employer fails to make contributions to the Pension Fund within twenty (20) days of the end of the month during which the work was performed, the Union shall have the right to take whatever steps are necessary to secure compliance, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs and expenses for collecting the payments due, together with attorneys' fees, interest on the unpaid contributions of twelve percent (12%) per annum, and liquidated damages of ten percent (10%) of the unpaid contributions. The Employees liability for payment hereunder shall not be subject to the grievance or arbitration procedure or the "no-strike" clause provided under the Collective Bargaining Agreement.

5. The parties agree that this participation Agreement shall be considered a part of the Collective Bargaining Agreement between the undersigned parties.

6. The expiration date of the present Collective Bargaining Agreement between the undersigned parties is July 31, 2007. Copies of the Collective Bargaining Agreement and all renewal or extension agreements will be furnished promptly to the Pension Fund office and, if not consistent with the Participation Agreement, can be used by the trustees as the basis for termination of participation of the Employer.

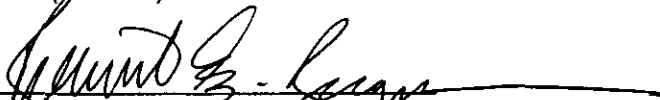
FOR LOCAL UNIONS 19, 57,348, UNITED ASSOCIATION

BY 
Authorized Union Officer

FOR THE EMPLOYER

UTAH MECHANICAL CONTRACTORS ASSOCIATION
(Insert Name Of Employer)

669 SOUTH 200 EAST, SALT LAKE CITY, UTAH 84111-3800
(Address)

BY 
Authorized Officer of the Employer

DATE 4/6/04

* If Employer Association, attach a list of the names and addresses of the Employers represented by the Association.

NOTE: This form should be attached to the Collective Bargaining Agreement. It is not necessary to repeat the clause in the Collective Bargaining Agreement. You may refer to R in your Collective Bargaining Agreement by stating therein:

"The Employer agrees to make contributions to the Plumbers and Pipefitters National Pension Fund in accordance with the Standard Form of Participation Agreement attached to and made part of this Agreement." If you want to include the language of this form in the body of a Collective Bargaining Agreement that may be done and the signature of the parties at the end of that Agreement will be sufficient.

**National Service
and Maintenance
Agreement
Utah Addendum
Schedule “A”**

**NATIONAL SERVICE AND MAINTENANCE AGREEMENT
SCHEDULE "A"**

**National Service and Maintenance Agreement
Effective January 1, 2001—Expiration August 1, 2005**

Jurisdiction: State of Utah

Schedule "A"—Utah Addendum Effective August 27, 2003—Expiration July 31, 2007

In accordance with Article XXI Paragraphs 72 and 73 of the National Service and Maintenance Agreement this Schedule A is entered into on behalf of the UMSCA and UA Locals 19, 57 and 348. Please note that any section of the NSMA that refers to the Local Agreement shall be contained in this Schedule "A". It is further agreed that all wage increases and expiration dates will be per the UMCA—UPT "Mechanical Construction" Agreement effective August 27, 2003 through July 31, 2007. Future wage increases will be in accordance and in unity with said Local Construction Agreement. Should dispute arise over the interpretation of this Schedule "A" it shall be resolved by the Joint Oversight committee.

Article XII: Wage, Benefits, and Hours of Work.

Wages and benefits as of August 27, 2003 for Service Journeymen. Wage increases will be allocated by Utah Pipe Trades.

	Journeyman Base Wage	Health & Welfare	Local Pension	National Pension	Education	I.T.F.	Industry Fund	State Association	Vacation Fund	Market Recovery
Aug 27, 2003	\$24.31	\$3.61	\$1.75	\$1.45	\$0.45	\$0.05	\$0.30	\$0.04 wth	\$1.00	\$0.25 wth
Aug 1, 2004	+\$0.70									
Aug 1, 2005	+\$0.70									
Aug 1, 2006	+\$0.80									

Paragraph 38: Service Journeymen

The wage for the Service Journeyman shall be as specified herein the Schedule A. Upon expiration of the contract all future wage increases shall be per the "Local Construction Agreement" the said expiration shall be July 31, 2007.

Paragraph 39: Servicemen

The wage and benefit for the Servicemen shall not be less than 50% and no more than 80% of the Service Journeymen rate. Benefits shall be the same as the Service Journeymen with the exception that the local pension shall not be paid.

Paragraph 40: Service Apprentices

Rate of pay Service Apprentices shall be the same percentage of the Apprentice wage scale in the Local Construction Agreement and based on the Service Journeymen rate of pay.

Paragraph 41: Service Tradesmen

The rate of pay for the Service Tradesman shall not be less than 40% of the Service Journeyman. Benefits shall be the same as the Service Journeymen with the exception that the local pension shall not be paid.

Paragraph 46: On Call/Duty Pay

The rate of pay for on call/duty pay shall be \$30.00 per day regardless of whether or not the employee responds to a call.

Vacation Fund

Effective August 27, 2003 \$1.00 per hour shall be deducted from the taxable wages and allocated to a Vacation Fund. Such vacation deductions shall be remitted monthly by the employer and sent to respective credit unions as indicated on the form. Such Vacation Fund shall be administered by the Union.

Article XII—Wages, Benefits, and Hours of Work—Paragraph 34

Recognized Holidays are: New Years Day, Memorial Day, July 4th, Pioneer Day, Labor Day, Thanksgiving, and Christmas Day. These holidays shall be paid holidays if employee meets applicable training requirements.

Training Requirements: The joint labor-management committee shall meet periodically to recommend and develop additional training opportunities to be implemented by the Utah Pipe Trades Education Trust. In addition “other” training outside of the training trust shall be recognized by a mutual agreement between the employer and employee. This may include employer sponsored training, manufacturer and/or distributor sponsored training.

The amount of training shall be based on the years of service in the trade as follows:

Zero to five years journeyman.....	20 hours
Six to ten years journeyman.....	15 hours
Eleven to fifteen years journeyman.....	10 hours
Sixteen to twenty years journeyman.....	5 hours
Twenty years plus.....	Exempt

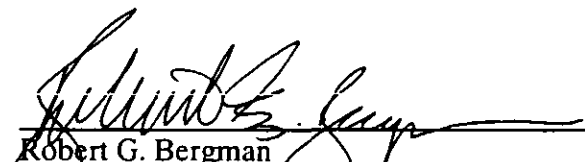
All training shall be approved by the employer. Failure for the employer to approve specific training shall not constitute forfeiture on the employee’s part. The anniversary date for yearly training shall be Memorial Day. Apprentices are not subject to paid holidays.

Work Assessment/Check Off

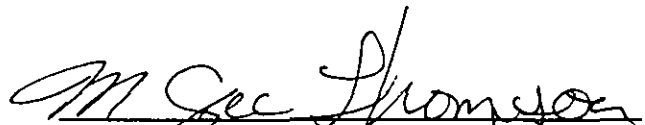
Utah Pipe Trades are authorized to establish a work assessment/dues check-off, if the union should choose to implement one at a further date. Specific language to be determined by the UA/MCA.

Article XXV—Joint UA-MSCA Labor Committee

Both parties agree to establish a Joint Training Subcommittee for the service industry. Both parties may, by mutual agreement, fund additional monies for training for the service industry.


 Robert G. Bergman
 Employer Representative, UMCA


 Mark Crockett, U.A. Local 19


 M. Joe Thompson, U.A. Local 57


 E. Larry Face, U.A. Local 348