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**Title: Plumbing, Heating and Cooling Contractors of Greater Boston, Inc. (Plumbers and Gasfitters Agreement) and United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada (PPF), AFL-CIO, Local 12 (2002)**

**K#: 8783**

**Employer Name: Plumbing, Heating and Cooling Contractors of Greater Boston, Inc. (Plumbers and Gasfitters Agreement)**

**Location: MA Boston**

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

**Local: 12**

**SIC: 1711**

**NAICS: 23822**

**Sector: P**

**Number of Workers: 1500**

**Effective Date: 09/01/02**

**Expiration Date: 08/31/06**

**Number of Pages: 47**

**Other Years Available: Y**

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K 8783  
1,500 workers

47 pgs.

Agreement

BETWEEN THE

PLUMBING, HEATING,  
COOLING  
CONTRACTORS OF  
GREATER BOSTON, INC.

AND

PLUMBERS AND GASFITTERS  
LOCAL UNION NO. 12

of the

UNITED ASSOCIATION OF  
JOURNEYMEN AND APPRENTICES

of the

PLUMBING AND PIPEFITTING  
INDUSTRY OF THE  
UNITED STATES AND CANADA

September 1, 2002

to

August 31, 2006

Cities and Towns within Jurisdiction of Plumbers Union Local #12

Acton	Melrose
Arlington	Millis
Ashland	Milton
Ayer	Nahant
Bedford	Natick
Bellingham	Needham
Belmont	Newton
Billerica	Norfolk
Boston	No. Reading
Boxboro	Norwood
Braintree	Plainville
Brookline	Pepperell
Burlington	Quincy
Cambridge	Reading
Canton	Readville
Carlisle	Revere
Chelmsford	Saugus
Chelsea	Scituate
Cohasset	Sharon
Concord	Sherborn
Dedham	Somerville
Dracut	Southboro
Dover	Stoneham
Dunstable	Stow
Everett	Sudbury
Foxboro	Swampscott
Forge Village	Tewksbury
Framingham	Tyngsboro
Franklin	Wakefield
Graniteville	Walpole
Hingham	Waltham
Holliston	Watertown
Hopedale	Wayland
Hopkinton	Wellesley
Hudson	Westford
Hull	Weston
Lexington	Westwood
Lincoln	Weymouth
Littleton	Wilmington
Lowell	Winchester
Lynn	Winthrop
Lynnfield	Woburn
Malden	Wrentham
Marlboro	Islands of
Maynard	Boston Harbor
Medfield	Long Island
Medford	Boston Harbor
Medway	

PLUMBERS UNION LOCAL NO. 12  
1240 Massachusetts Avenue  
Boston, MA 02125  
(617)288-6200

PLUMBING, HEATING,  
COOLING CONTRACTORS  
OF GREATER BOSTON, INC.  
5 Elm Street  
Danvers, MA 01923  
(978)777-8764

PLUMBERS LOCAL NO. 12  
TRUST FUNDS OFFICE  
1230 Massachusetts Avenue  
Boston, MA 02125  
(617)288-5400

LOCAL NO. 12 EDUCATION FUND  
AND TRAINING COORDINATORS  
OFFICE  
1240 Massachusetts Avenue  
Boston, MA 02125  
(617)288-1010

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## **AGREEMENT**

AGREEMENT as mutually made and entered into on September 1, 1999 between the members of the PLUMBING, HEATING, COOLING CONTRACTORS OF GREATER BOSTON, INC. who employ Union Help, hereinafter called the Association and the other employers for whom it has bargaining rights, and LOCAL UNION NO. 12 of the UNITED ASSOCIATION OF PLUMBERS AND GASFITTERS, each party to the Agreement acting through their duly authorized officers namely: the President and Clerk-Treasurer of the Association and the President, Financial Secretary and Business Manager of LOCAL UNION NO. 12 as subscribed hereto, WITNESSETH:

### **ARTICLE I**

WHEREAS, it appears to the satisfaction of the members of the Plumbing, Heating, Cooling Contractors of Greater Boston, Inc., and Local Union No. 12 of the United Association of Plumbers as hereinbefore described, that the best interests of the individual members thereof will be established, promoted and protected by mutual compact for the establishment and maintenance of a standard rate of wages and for the conservation and propagation of sufficient labor, and for the settlement of differences which may arise between the members of the respective organizations.

### **ARTICLE II**

The employers agree to employ members of Local Union No. 12 to do their work within the territory to which this Agreement applies as long as Local No. 12 is able to supply them with reliable, competent and otherwise satisfactory licensed Plumbers, Gasfitters, Pipe and/or Drain Layers.

It is further agreed that Plumbers Local Union No. 12 and its representatives and officials will secure a sufficient number of competent licensed Plumbers, Gasfitters, Pipe and/or Drain Layers to supply the requirements of the other party to this Agreement at all times.

It is also agreed that Plumbers Local Union No. 12 or its representatives shall be given due notice of such requirements, and after such notice from the Plumbing, Heating, Cooling Contractors of Greater Boston, Inc. Association or any signatory contractors, Plumbers Local Union No. 12 or its representatives shall furnish men at the rate of wages and conditions set forth in this Agreement.

### **ARTICLE III**

When working in territory where no Local of the United Association exists, or where a Local cannot supply sufficient help to man a job, the Plumbing, Heating, Cooling Contractors of Greater Boston, Inc. Association or other signatory contractors shall have the right of employing such men in that locality as they require, after notifying the nearest Local, at the rate of wages and hours of work current in the nearest Local.

This is intended to apply to territory other than the Boston Jurisdiction.

Plumbing, Heating, Cooling Contractors of Greater Boston, Inc. Association or other signatory contractors subscribing to this Agreement, having an operation within (50) miles of the State House, Boston, shall be required to send a Journeyman Plumber as a key man. This man shall work with tools if required by the Employer.

**ARTICLE IV**  
**Fares and Traveling Time**

TRAVEL PAY: All men working within a fifty (50) mile radius of Boston shall be paid at the rate of \$8 per day travel pay. If a city or town of an adjacent UA Local Union is within fifty (50) miles from the City of Boston, travel pay shall be \$8 per day. All other projects beyond fifty (50) miles from the City of Boston outside the jurisdiction of Local #12, when working for a Boston firm, shall be paid travel pay at the rate of 40-cents per mile, or room and board, when sent by the employer. Effective September 1, 2004 travel pay will be \$11.00 per day.

If an employer provides transportation, travel shall not be paid. If, in the future, territory is added to the jurisdiction of Local #12, the communities in the new territory will be assigned to the appropriate travel zone or, if beyond fifty (50) miles, a new zone will be created.

Any workman working outside the jurisdiction of Local #12 shall receive traveling expenses to and from the place where the work is located for as many trips as he is directed by his employer to make. He shall, at the option of the employer, board at the place where his work is located, or go to and from the job daily.

If directed to board where work is located, the key man or journeyman will receive \$10.00 per day based on a seven day week. Carfares shall be paid from Boston to job.

All time properly employed in traveling during regular working hours shall be paid for on single time. When traveling outside regular working hours single time, not exceeding a total of eight (8) hours for the whole trip, shall be paid and berth provided when necessary.

All men sent by the employer outside the jurisdiction shall receive at least the existing rate of wages and fringe benefits being paid in Boston.

\*The parties agree that on March 1, 1994, or later, the membership of Local #12 may allocate their current travel payment into either the Labor Management Cooperation Trust Fund or the United Association National Pension Fund subject to the approval of the membership at a special notified meeting. (It is understood that consideration will be given to contractors not required to pay the zone travel rate.)

**ARTICLE V**  
**Hours of Work**

Eight (8) hours shall constitute a day's work performed between the hours of 8:00AM and 12:00 Noon, and 12:30PM and 4:30PM on Monday, Tuesday, Wednesday, Thursday and Friday.

If a workman leaves his work before it is completed, and without the consent of his employer, it shall be on his own time and at his own expense.

There shall be a 10 minute coffee break in both the AM and PM to be taken at the work place.

Breaks on Extended Shift A 30 minute unpaid lunch will be taken after 10 hours and a ten minute coffee will take place at the work place after 12 hours. Job conditions may require changes in this schedule and must be approved by both the Union and the Employer.

On all jobs located inside the jurisdiction of Local No. 12 workmen shall be on the job at 8:00AM and remain on the job during the regular working hours, however, starting time may be changed to, 6:30AM, 7:00AM or 7:30AM on certain jobs due to circumstances that make these hours more desirable and the Business Manager or Business Agent shall be informed of change. When not requested to report at the shop, the workman shall be on the job, ready to go to work at 8:00AM. Workmen shall not be required to report at the shop or office before 8:00AM. Any man requested to remain at the shop after 8:00AM, or put to work by his employers, shall receive not less than two (2) hours time.

Any job requesting a 6:00 A.M. starting time shall be approved by the Business Manager or Business Agent.

Any employee injured while working and forced to leave his employment in order to obtain medical treatment for such injury shall be paid for time lost on this account for the day on which he is injured provided he submits a written statement from a licensed practicing physician.

#### ARTICLE VI

##### Holidays

Any holiday falling on Sunday, the day celebrated as such shall be considered a holiday. Legal holidays shall be New Year's Day, Presidents' Day, Patriots' Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. Martin Luther King Day will be regarded as an optional holiday which may be taken by any Local 12 member.

No Journeyman or apprentice shall be requested by the employer to take a day off so that job may shut down in order to lengthen a holiday or make a long weekend unless a majority of the men vote to do so, or if the general contractor shuts down the complete job.

There shall be no work of any description performed on Labor Day, except in an emergency.

#### ARTICLE VII

##### Wages

September 1, 2002 - \$1.50 wage increase  
 March 1, 2003 - \$1.50 wage increase  
 September 1, 2003 - \$1.50 wage increase  
 March 1, 2004 - \$1.50 wage increase

September 1, 2004 - \$1.50 wage increase  
 March 1, 2005 - \$1.50 wage increase  
 September 1, 2005 - \$1.50 wage increase  
 March 1, 2006 - \$1.50 wage increase

#### JOURNEYMAN'S WAGE/FRINGE SUMMARY EFFECTIVE 9-1-02 TO 8-31-06

DATE TOTAL	WAGE*	H&W	PEN	ANN	TRNG	IND	LMCT		
9/1/02	34.72	4.72	4.48	3.08	.45	.25	.75		48.45
3/1/03	36.22	4.72	4.48	3.08	.45	.25	.75		49.95
9/1/03	37.72	4.72	4.48	3.08	.45	.25	.75		51.45
3/1/04	39.22	4.72	4.48	3.08	.45	.25	.75		52.95
9/1/04	40.72	4.72	4.48	3.08	.45	.25	.75		54.45
3/1/05	42.22	4.72	4.48	3.08	.45	.25	.75		55.95
9/1/05	43.72	4.72	4.48	3.08	.45	.25	.75		57.45
3/1/06	45.22	4.72	4.48	3.08	.45	.25	.75		58.95

The Wage/Fringe Summaries detailed in this charge are subject to change if the membership votes to reallocate the wage/fringe split. Check with Local 12 or the Plumbing, Heating, Cooling Contractors of Greater Boston, Inc. to verify.

\*A total of \$2.15 per hour is deducted from wages after taxes. Deductions are as follows: Vacation/Christmas Fund 1.15; Building Fund .25; Journeyman Dues Check Off .55; Organizing Fund .15; Public Relations .05; to be remitted with above fringes.

**\*DEDUCTS:** Apprentices have a one-time option to take the Christmas and Vacation deduct as wages. Building Fund deduct \$.25. **Apprentice Dues:** 1<sup>st</sup> and 2<sup>nd</sup> year - \$.20; 3<sup>rd</sup> year-\$.30; 4<sup>th</sup> year -\$.35; 4<sup>th</sup> w/license and 5<sup>th</sup> year - \$.40; 5<sup>th</sup> year with license - \$.45.

**OVERTIME:** The first two hours of overtime, after 8 hours are worked on any day, Monday through Friday, and the first 8 hours worked on Saturday shall be paid at time-and-a-half the basic wage rate. All other overtime, including Sundays and holidays, shall be paid at double time, excluding Martin Luther King Day, which is an optional holiday.

**FOREMAN:** Foreman will be paid a minimum of \$2.50 per hour over the Journeyman's wage rate on projects of three (3) men or more. Foreman will be selected at the discretion of the employer.

JOBING, MAINTENANCE AND REPAIR JOURNEYMAN'S WAGES		
9/1/02.....27.80	3/1/04.....31.40	9/1/05.....35.00
3/1/03.....29.00	9/1/04.....32.60	3/1/06.....36.20
9/1/03.....30.20	3/1/05.....33.80	

Jobbing rate shall be 80% of Journeyman wage rate, to the nearest nickel, plus all fringes.  
 All jobbing overtime wages to be paid time and one half.  
 All supplementary contributions and/or deductions same as Building Trades Journeymen.

**ARTICLE VII a**

**Welfare**

An hourly contribution for each actual hour worked by a Journeyman and/or Apprentice shall be paid by the Employer to a Welfare Fund Committee jointly managed by members of Local 12 and the Plumbing, Heating, Cooling Contractors of Greater Boston, Inc. in the amount of \$4.22.

It is understood that this Welfare Fund shall be exclusively used to purchase Group Insurance such as life, hospitalization, accident and health, sick benefits.

It is agreed that in the event of a National Health and Welfare Plan the monies being contributed to Local 12's Welfare Fund shall cease and be paid as wages to the employees subject to legal ratification and the trustees.

**Plumbing Industry Education Fund**

The employers shall contribute the sum of forty-five cents (\$.45) for each actual hour worked by a Journeyman and Apprentice to the Education Fund and remit such sum monthly to the Depository Bank designated by the trustees, \$.05 of this amount will be remitted by the training coordinator to the United Association International Training Fund. These will be used for the expenses of promoting and supporting the education and training of Journeyman and Apprentice members of Local No. 12, Plumbers & Gasfitters, United Association, who work for members of the Association and/or participating employers.

**Joint Board of the Plumbing Industry  
and Education Fund Trustees**

The Joint Board of the Plumbing Industry shall consist of the Business Manager of Local 12, three Business Agents of Local 12 and three elected members of its Conference Board, and the President of the Plumbing, Heating, Cooling Contractors of Greater Boston, Inc. and six Association members, and they shall constitute the Trustees of the Plumbing Industry Local No 12 Education Fund.

**Industry Improvement Fund**

It is further mutually agreed by the parties hereto to maintain an Industry Improvement Fund to be used for the purpose of protecting and promoting the general welfare of the Plumbing and Gas fitting contracting industry in accordance with the Trust Agreement that will be established. The employer agrees to pay and contribute to the said Industry Fund the sum of twenty-five cents (\$.25) per hour for each hour worked for all Journeymen and Apprentices employed.

The seven members of Local No. 12's conference board shall be advisors to the Industry Improvement Fund. They shall sit semi-annually with the administrator and the trustees of the fund and make recommendations that would be beneficial to the industry and will be advised of any proposed amendments to the Deed of Trust.

**Journeyman Pension**

The Employer shall contribute an hourly sum for each hour actually worked by a Journeyman, and this money to be used exclusively for pension programs. This sum shall be \$4.48 per hour.

**Apprentice Pension**

Apprentices will receive contributions to their Pension at the same percentage rate as their wage rate.

**Vacation and Christmas Fund**

The sum of one dollar and fifteen cents (\$1.15) per hour for each hour worked by a Journeyman and/or Apprentice shall be deducted from the wages of the Journeyman and/or Apprentices and shall be paid by the employer to the Welfare Fund Committee jointly managed by Members of Local No. 12 and the Plumbing, Heating, Cooling Contractors of Greater Boston, Inc. for a Vacation Fund.

Further, Apprentices may elect to receive the sum normally deducted for the Christmas/Vacation Fund either as a direct wage payment or as a deduction credited to their account. This option may only be exercised on indenture or, thereafter, yearly on the apprentice's anniversary date. If the apprentice once elects to take this contribution as a deduction, it cannot ever be taken as a direct wage payment.

It is understood this money shall be distributed twice (June and December) a year to the Journeymen and Apprentices according to their individual contributions.

### **13<sup>th</sup> Check Fund**

There will be a special Memorandum concerning a possible 13<sup>th</sup> Check Fund.

“There will be a Letter of Memorandum between Local #12 and the Contractors authorizing a 13<sup>th</sup> Check Fund, pending authorization and funding by the membership of Local #12 at a special notified meeting. This Fund would provide a 13<sup>th</sup> Check to Local #12 retirees who are members of the Union. It would be established in a format similar to the Vacation Fund.

### **Annuity Fund**

The employer shall contribute three dollars and eight cents (\$3.08) per hour for each hour worked by a Journeyman. This money to be used exclusively for Annuity Plan.

Apprentices will receive contributions to their Annuity Fund at the same percentage as their wage rate.

### **Labor Management Cooperation Trust**

The employer shall contribute seventy-five cents (\$.75) per hour for each hour worked by a Journeyman and/or Apprentice. This money to be used exclusively for Labor Management Cooperation Trust.

### **Organizing Fund**

There will be a deduction from the Journeyman and Apprentice wages after taxes of fifteen cents (\$.15) per hour to the Local #12 Organizing Fund. The employee must give the employer a signed authorization to make this deduction and the payment to Local #12.

### **Building Fund**

The employer shall deduct the sum of twenty-five cents (\$.25) per hour for each actual hour worked by a Journeyman and Apprentice and remit such sum monthly to the depository bank designated by Local Union No. 12's Building Corporation. These monies are to be used exclusively as set forth in the Articles of Organization of said Building Corporation.

### **Dues Deduction**

There will be a deduction from the Journeyman's wages, after taxes of fifty-five cents (\$.55) per hour and will require that the employee give the employer a signed authorization to make this deduction and the payment to Local Union No. 12. Apprentice dues: 1st and 2nd year- \$.20; 3rd year - \$.30; 4th year - \$.35; 4th year with license and 5th year - \$.40; 5th year with license - \$.45.

### **Total Payments**

For each actual hour worked by a Journeyman, a total payment shall be made monthly to Local No. 12's Welfare, Pension, Vacation and Christmas Fund, Education Fund, Building Fund, Industry Improvement Trust Fund, Annuity Fund, Dues Check-Off, Labor Management Cooperative Trust Fund, Organizing Fund, and Public Relations Fund. Proper credit will be given to each fund. Total payment is \$15.88.

**Guidelines on Allocation of  
Monies to Funds  
(Welfare, Pension, Annuity,  
Education, Industry Improvement  
and Labor Management Cooperation  
Trust Fund)**

It is mutually agreed that certain monies of any scheduled wage increases may be allocated to one or more of the above Funds providing the majority of the members of Local Union No. 12 present at a special notified meeting vote to do so after it has been ascertained that the Trustees of the respective Funds (governed by the Deed of Trust of said Funds) have recommended and/or agreed to any proposed changes.

**ARTICLE VII-B**

**Fund Reporting, Payment Collection and Enforcement**

**PARAGRAPH 1**

**Purpose and Application**

1.01 Purpose. The purpose of this article is to ensure that all sums due to the Funds are properly and promptly paid, so that employees are assured of their benefits, and Employers are guaranteed consistency of treatment among one another.

1.02 Application. The several boards of Trustees of each Fund shall individually adopt, implement and apply the provisions of this Article VII-b; but each such board may, in the interests of economy, act in concert, but not jointly, with any or all other boards for the purpose of implementing and enforcing the provisions of this Article.

**PARAGRAPH 2**

**Definitions**

The following words and phrases shall have the meanings specified below, unless a different meaning is plainly required by the context:

2.01. "Fund" means, respectively, each of the Welfare, Pension, Christmas and Vacation, Annuity, Education, Building Fund, Dues Check-Off, Labor Management Cooperation Trust, Organizing, Public Relations and Industry Improvement Funds to which contributions or deductions are made pursuant to Article VII-a of this Agreement.

2.02. "Trustees" means the Trustees of the Fund.

2.03. "Administrator" means the duly appointed administrator of the Fund.

2.04. "Employer" means any person, firm, corporation or other organization which is required to make payments to the Fund pursuant to Article VII-a of this Agreement.

- 2.05. "Union" means Local Union No. 12 of the United Association of Plumbers and Gas Fitters.
- 2.06. "Committee" or "Collection Committee" shall mean the committee established to administer and enforce the provision of this article pursuant to the terms of Paragraph 6.
- 2.07. "Due Date" means the date (or any extensions thereof granted pursuant to the terms of Paragraphs 4 or 5) on which reports or payments are due in accordance with the provisions of Paragraph 3.
- 2.08. "Legal Action" means any lawsuit or proceeding of a legal or equitable nature for money damages or other relief in any court of competent jurisdiction.
- 2.09. "Written Determination" means a written decision which is entered in the official records of the individual or body making such decision, and which shall set forth the facts and the reasons for such decisions.
- 2.10. "Report" means a full and complete list or other record submitted by the Employer pursuant to the terms of Paragraph 3.
- 2.11. "Standard Report" means a report containing a complete list of employees, their identification numbers, and the number of hours worked by each employee during the respective calendar months.
- 2.12. "Project Report" means a monthly report which lists the location where any employee worked in the prior month, the name and address of the project, name and address of the general contractor or owner with whom the employer contracted, and the names and number of hours of each employee who worked at the project.

### **PARAGRAPH 3**

#### **Employer Obligations; Reporting and Payment**

- 3.01. Reporting. On or before the fifteenth day following the expiration of each calendar month, (a) each Employer shall submit to the Administrator a Report containing a complete list of its employees, their identification numbers, and the number of hours worked by each employee during the respective calendar month; and (b) each Employer for whom no employees worked during such calendar month shall submit to the Administrator a "no-men" report in such form as the Administrator shall determine. In addition, each Employer shall file with the Administrator such other Reports as the Administrator shall reasonably determine from time to time to be necessary or desirable for the implementation or enforcement of this Article.
- 3.02. Payment. On or before the fifteenth day following the expiration of each calendar month, and concurrently with the filing of the Report required under Section 3.01, each Employer for whom employees worked during the respective calendar month shall pay the sums owing to the Funds for such month pursuant to this Agreement.
- 3.03. In the event that an Employer is required to submit weekly reports and contributions, said reports and contribution shall be due on the eighth day (Monday) following the week for which the report or contribution is due.

## PARAGRAPH 4

### Failure to Report

4.01. Notification. As to each Employer, if the Administrator receives no Report on or before the Due Date for such Report, as set forth in Section 3.01, or receives a report which, in the opinion of the Administrator, is improper or incomplete, and the Employer fails to correct the Report by the Due Date, the Administrator shall within five (5) days after the Due Date, notify in writing the Employer and the Collection Committee of such failure to properly report.

4.02. Extensions. Up to and including five (5) days after the Due Date for any Report an Employer may request in writing from Collection Committee an extension or extensions of the Due Date of a Report totaling not more than thirty (30) days and, for cause shown, the Collection Committee may make a Written Determination that such an extension or extensions be granted. In no event may the Collection Committee grant an extension or extensions totaling more than thirty (30) days from the initial Due Date.

4.03. No-Report Inquiry. In the event that, upon the expiration of fifteen (15) days after the due Date, the Administrator

- a) has received no Report from an Employer; or
- b) has not received a proper or complete Report; and

c) the Collection Committee either has not received a request for an extension or has denied any request for an extension, the Administrator shall initiate a No-Report Inquiry to determine if contributions are due to the Fund. The Administrator may, in the conduct of the No-Report Inquiry, prosecute any Legal Action approved in advance by a Written Determination of the Collection Committee reasonably related to the purposes of the Inquiry. The Employer shall be liable for costs and attorneys' fees incurred in the prosecution of any Legal Action. The Employer shall also be liable for the administrative cost of the No-Report Inquiry computed at \$10.00 per day from the Due Date until the date on which the Employer files a complete and proper report.

4.04. Sanctions. In the event that, upon the expiration of fifteen (15) days after the Due Date, the Administrator.

- a) has received no Report from an Employer; or
- b) in his reasonable opinion has not received a proper or complete Report.

He shall (a) notify the Union Business Manager of the above facts in writing and the Union Business Manager, subject to the provisions of Section 6.01, may "pull" the employees of such Employer until such time as the Administrator notifies the Union Business Manager that the employees may be restored; and, (b) notify the Collection Committee of such facts, in which event the Collection Committee shall, within twenty-five (25) days of such notice initiate by a Written Determination such Legal Action as it deems necessary or desirable.

## PARAGRAPH 5

### Failure to Make Payment

5.01. Notification. If an Employer fails to pay to the Funds all sums owing to the Funds, pursuant to Paragraph 3 by the Due Date, the Administrator shall contact the Employer with notice that unless payment or a request for extension is received by a date fifteen (15) days after the Due Date sanctions will be imposed.

5.02. Extensions. An Employer may request within five (5) days after the Due Date, in writing, an extension or extensions of the Due Date totaling no more than thirty (30) days. Such a request shall set forth in detail a statement of the circumstances that make such an extension necessary. The Collection Committee may, by *Written Determination*, grant such extension or extensions but in no event may the Due Date be extended more than thirty days by the Collection Committee.

5.03. Sanctions. If an Employer fails to make full payment within fifteen (15) days after the Due Date as extended, and if a request for extension of payment has not been made or has been denied, or if the Collection Committee in the exercise of reasonable discretion has made a *Written Determination* that sanctions should be applied after the Due Date but prior to the expiration of fifteen (15) days after the Due Date as above, the following sanctions shall be imposed:

a) Delinquent Employers. Any employer who fails to pay to the Administrator all sums owing to the Funds, pursuant to paragraphs 3 and 4 for one or more months and who owes the Funds in excess of \$25,000 in contributions shall be required to file a Standard Report each week and to make payments to the Funds on a weekly basis, which Report and payments shall be due by the Due Date specified for weekly contributions. In addition, a project report must be filed by the fifteenth day of each month with the required information on all projects worked during the prior month.

b) Any Employer who fails to pay to the Administrator all sums owing to the Funds pursuant to paragraph 3 for two or more months, regardless of the contributions owed to the Funds, shall be required to file a Standard Report each week and to make payments to the Funds on a weekly basis, which Report and payments shall be due by the Due Date specified for weekly contributions. In addition, a project report must be filed by the fifteenth day of each month with the required information on all projects worked during the prior month.

c) The Administrator shall notify the Union Business Manager of the above facts in writing. The Union Business Manager may "pull" the employees of such Employer and such employees shall not be restored to the Employer by the Union Business Manager until such time as the Administrator notifies the Union Business Manager that the employees may be restored.

d) The Collection Committee may institute any and all Legal Action which the Collection Committee in the exercise of its discretion determines is warranted.

5.04. Costs and Interest. An Employer shall pay an interest charge of 1% per month (or any portion thereof) compounded monthly upon any payment or payments unpaid from the Due Date until payment is made. An Employer shall be liable for all costs of collection of payments, including but not limited to court costs, attorneys' fees and accountants' costs.

## PARAGRAPH 6

### Administration

6.01. **General Administration.** The responsibility for the general administration of this Article shall be placed in the Trustees, acting in accordance with the provisions of the Declaration of Trust creating the Fund. In furtherance and not in limitation of such powers, the Trustees shall also have the power to make written Determinations (a) to suspend, withhold or end No-Report Inquires; (b) to compromise or resettle amounts due to the Fund pursuant to the terms of this Agreement; (c) to compromise or settle Legal Actions; (d) to request the Union to withhold, suspend or end the "pulling" of employees; (e) to suspend, withhold or end the imposition of any sanction or sanctions imposed pursuant to this Article; and (f) to institute Legal Action. For this purpose, the Written Determinations made by the Collection Committee shall be deemed to have been made by the Trustees- unless or until revoked or revised by the Trustees.

6.02. **Establishment of Collection Committee.** The Trustees shall establish a Collection Committee which shall have the rights and duties granted to it under this Article, in addition to such other rights and duties as may be delegated to the Committee by the written vote of the Trustees. The Committee shall be comprised of two members appointed from time to time by the Trustees - one of whom shall be a Union Trustee, and one of whom shall be an employer Trustee. Each member shall serve at the pleasure of the Trustees. A majority of members of the Committee at the time in office may perform any act which this Article authorizes or requires the Committee to do. The Committee shall maintain written records of all decisions which are made and all action which it takes or directs to be taken. The Committee may retain accountants or legal counsel and shall be entitled to rely upon the written reports and opinions of such accountants and legal counsel. The Fund shall indemnify the Committee and each member thereof against all loss, liability and expense occasioned by any act or omission to act taken or determined by it, him or her, except any such act or omission which is due to willful misconduct, fraud or bad faith.

6.03. **Administrator's Duties and Article Interpretation.** As regards all actions to be taken pursuant to this Article, the Administrator shall be subject to the direction of the Trustees and, to the extent delegated by the Trustees, the Collection Committee. As to all circumstances not specifically provided for herein, the procedures established by the Trustees and the interpretations of the provisions of this Article shall be as binding as if such procedures and interpretations were set forth with particularity herein.

6.04. **Uniform Actions.** Any discretionary actions to be taken under this Article by the Trustees or Collections Committee shall be uniformly applicable to all Employers similarly situated.

6.05. **Employer Audits.** The pertinent payroll records of every employer signatory to this agreement, including all quarterly and yearly payroll tax returns, payroll listings, time reports and individual earning records and checks shall be audited at least annually.

The certified public accountant conducting this audit of the Employer's payroll records shall notify the Trustees of the Local No. 12 Funds in writing that an audit has been conducted as required by this Agreement and shall also state whether the Employer has conformed to the terms of the Agreement as to the payment of wages and the contributions due to the Funds.

Any Employer whose auditor does not notify, within 90 days of the close of the Employer's fiscal year that an audit conforming to the terms of this Agreement has been conducted shall be audited by a CPA in the employ of the Trustees of the Local No. 12 Funds.

**Audit for Cause.** The Collection Committee may recommend to the Trustees the audit of any signatory contractor for cause, including an unusual payment pattern of contributions on behalf of his employees and/or in response to complaints filed by an employee, the union, or a signatory contractor. Audits conducted on behalf of the Funds shall be limited in scope to determining if the terms of the Agreement, as well as the Agreement's wage and contribution requirements are being honored.

The Fund Trustees shall establish necessary procedures for the refund of overpayment discovered in the course of an audit. If any losses are incurred by the Trust Fund due to improper reporting by a employer and benefits have been paid out to employees, it shall be the obligation of said employer to reimburse the Trust Funds for the amount paid out by the Trust Fund. Once the Trust Fund has been made whole the Trust will then reimburse the contractor at the hourly rate, the amount of compensation that he originally submitted to the funds in error.

## **PARAGRAPH 7**

### **Amendment**

7.01. Trustees' Power. The Trustees shall have the power to amend this Article in whole or in part, at any time and from time to time, by a vote in writing, approved by the Joint Conference Board in writing.

## **PARAGRAPH 8**

### **Miscellaneous Provisions**

8.01. Certification. Two times each year the Union shall submit to the Administrator a complete list of Employers, as defined herein, and the Union shall, within ten (10) days of a shop's becoming an Employer, advise the Administrator of that fact.

8.02. Notices. Notice of this Article and any amendments thereto shall be given by the Trustees to the Employer's, Union and Employer's Association in such form as the Trustees deem appropriate.

8.03. Binding Effect. This Article shall be binding upon and inure to the benefit of the Union, Employers Association, Employers', employees, and Trustees.

8.04 Bonding. All contractors and entities hiring Local Union No. 12 plumbers, gasfitters and apprentices shall furnish a bond for payment of Trust Fund monies, payable to Plumbers Union Local No. 12 Trust Funds. The payment bond must be issued from or by a company duly licensed to do business in the Commonwealth of Massachusetts and to issue this type of bond. Said bond shall substantially conform to the sample bond attached hereto. Exception: Any contractor who has made all payments due on schedule for the past fiscal year is not required to furnish a bond. However, should the contractor become delinquent, a bond will be required when notified by the Trustees.

1. The amount of the bond shall be based on 1/6th of the previous year's total obligation to the Funds. (Fiscal year is September 1st to August 31st.)

2. The minimum bond will be \$20,000 and the maximum amount required will be \$200,000.

3. If the contractor is unable to furnish a bond, security of another form acceptable to the Board of trustees shall be substituted.

4. Any contractor delinquent for two months will be subject to automatic call of the bond and/or other collateral.

5. All contractors must renew all forms of security on or before September 1st of each year and provide evidence of the same to the Trust Fund office by said date.

6. In the event that any contractor or entity hiring Local No. 12 plumbers, gasfitters and/or apprentices fails to post an appropriate bond by the time provided herein, the Fund office shall notify Plumbers Union Local No. 12 to withhold or remove all employees provided by the Plumbers Union Local No. 12 to said contractor or entity until such time as a bond or other security acceptable to the Trustees is posted.

## **ARTICLE VII-C**

### **Pay day and Termination of Employment**

The workweek shall begin on Monday and end on Sunday. All members shall be paid weekly on Tuesday by cash or check with all deductions such as Social Security, Unemployment, Welfare, Pension, Vacation and Christmas Fund, Industry Improvement Trust Fund, Annuity, Building Fund, Education Fund, Dues Check Off, Labor Management Cooperation Fund, Organizing Fund, and Public Relations Fund so noted on weekly pay envelope with name of firm on the envelope, date and in no case shall more than two (2) days pay be held back at the end of the week. The check shall be a payroll check and the employee shall be given a signature identification card. If a holiday falls on Monday or Tuesday, pay day shall be Wednesday and check must be in the hands of the employee by noontime.

Lay off time shall be 4:30 P.M. When a man is laid off or discharged he shall be given one hour's notice to pick up and he shall be paid off including return transportation. If he is required to return to the shop for his pay, his time shall be paid for until he receives the money.

In case of dispute as to wages, payment shall be made for undisputed time and claim for the balance shall be made to the Joint Conference Board, whose decision shall be final.

## **ARTICLE VIII**

### **Definition of Jobbing, Maintenance and Repair**

Jobbing, Maintenance and Repair work shall be defined as the work that can normally be performed by two men in five days. Certain emergency work, work in dangerous areas or where heavy lifting is required, would call for more than one man.

## **Maintenance**

Upkeep of existing plumbing and piping systems and fixtures, appliances and equipment related to same (which means replacing of washers and worn parts, clearing stoppages, freeze-ups, adjusting controls, etc.).

## **Repair**

Replacing defective fixtures, appliances and defective piping, valves or fittings serving same (which means the fixtures and appliances in a single family house, one apartment, or not more than one group of fixtures in same building that tie into the same soil or waste stack. Replacing of piping would be limited to piping in the same immediate area of items served by the piping).

Any new work is limited to the addition of not more than one fixture or appliance of any one type if the fixture or appliance can be tied into existing roughing or piping that is located in the immediate area of the proposed installation

## **ARTICLE VIII-a Shift -Work - Construction**

Shifts may be allowed on certain construction jobs only after mutual agreements between owner, the contractor, and the Union. There shall be a 10% premium added to the basic wage rate for the second and third shift only.

When the shift-work is instituted it must run for at least five consecutive working days or be considered "overtime".

The first or day shift shall be from 8:00 A.M. to 4:30 P.M. with 1/2 hour for lunch.

The second shift shall start within 1/2 hour from the end of the first shift and shall be of 7 1/2 hours in duration, with 1/2 hour for lunch. Men working second shift shall receive 8 hours pay.

The third shift shall begin within 1/2 hour of the end of the second shift and shall be 7 hours duration, with 1/2 hour for lunch. Men working third shift shall receive 8 hours pay.

If a man works on any one shift he shall not work on either of the next two shifts.

The above also applies to key men or foremen.

A shift worked prior to 8:00 A.M. on a Saturday or a holiday shall be considered to have been worked on the previous day.

When no third shift exists, time worked beyond the end of the second shift shall be paid at two times the basic hourly rate.

## **ARTICLE VIII-b**

### **Shift-Work Maintenance, Repair and Renovation**

Shifts shall be allowed in occupied commercial and industrial type buildings where extensive maintenance, repair, and/or renovations have to be performed in a limited period of time. There shall be a 10% premium added to the basic wage rate for the second and third shift only.

When the shift-work is instituted it must run for at least five consecutive working days or be considered "overtime". However, by mutual agreement, less than five consecutive working days may be allowed.

The first or day shift shall be from 8:00 A.M. to 4:30 P.M. with 1/2 hour lunch.

The second shift shall start within 1/2 hour from the end of the first shift and shall be 7 1/2 hours duration, with 1/2 hour for lunch. Men working second shift shall receive 8 hours pay.

The third shift shall begin within 1/2 hour of the end of the second shift and shall be of 7 hours duration, with 1/2 hour for lunch. Men working third shift shall receive 8 hours pay.

If a man works on any one shift he shall not work on either of the next two shifts

The above also applies to key men and foremen.

Shift worked prior to 8:00 A.M. on Saturday or a holiday shall be considered to have been worked on the previous day.

If plant is in operation, first shift may be eliminated, but lengths of and compensations received for work performed during established shifts must compare with shift schedule in construction except that overtime on any shift will be time and one half instead of double.

All shiftwork performed on Saturdays will be time and one half and on Sundays double-time. If any Saturday shift works overtime, double-time will be paid.

One shift in a 24 hour period is allowed.

The Union shall be notified in writing by the employer at least three working days prior to the start of a proposed shift operation.

## **ARTICLE VIII-c**

### **Pre-Bid Conferences**

The Business Manager, Business Agents, or Market Development Committee may hold pre-bid conferences on an individual job basis, geographical area or type of work in an effort to mutually agree on ways to enable the contractor to be more effective on that job, geographical area or type of work. All pre-bid conference agreements or any special agreements which impact the Education Fund, Industry Fund, or any other joint fund will be reviewed and approved by the Business Manager and President of the PHCC. Approval will be confirmed in writing. A special reporting form will be used for all jobs where special relief of any sort is approved. Pre-bid conferences will only be available to signatory contractors who are current on all their payments to the Funds.

**ARTICLE IX**  
**Apprentices**

There shall be a Joint Apprentice Committee, JAC, consisting of three members chosen by Local #12 and three members chosen by the Association. The JAC shall conduct an apprentice training program providing both the classroom and on-the-job skills, knowledge and experience needed to fit each apprentice to work as a plumber with credit to the proud traditions of this industry and the parties to this Agreement.

The JAC shall supervise the apprentice training program and shall have the sole power to determine whether any candidate meets the standards of qualifications set by the committee and, further, to determine the progress of each apprentice and each apprentice's class standing. It is agreed that the Apprentice shall be under the supervision of the Joint Apprenticeship Committee until the Apprentice has received a change of status to that of Journeyman in Local #12 and that in the event of a general strike or otherwise, the Apprentice shall not be coerced by the Journeymen; but it is expressly understood that the said Apprentice shall not be used during time of strike or lockout on any construction work.

The Joint Conference Board - acting as the trustees of the Local #12 Education Fund - shall select a Training Coordinator to work with the JAC, and other relevant committees, to provide educational programs and related services for apprentices and journeymen.

An apprentice class will be indentured each year, the number to be determined by the Joint Conference Board, by January 31st based on relevant factors, including the employment status of currently indentured apprentices and industry needs.

The Joint Apprentice Committee and signatory shops will share equally the indenturing of new apprentices; they will also share equally the responsibility for meeting the apprentice program's affirmative action pledge and goals.

A shop's eligibility to employ or indenture apprentices will be based on the number of journeymen employed by the shop over the past year. The JAC may also take future work commitments into consideration in determining a shop's eligibility to employ or indenture apprentices.

- 1,500 Journeymen hours worked out of a shop in the previous 12 months equals one (1) Journeyman.
- 2 Journeymen - 1 Apprentice
- 6 Journeymen - 2 Apprentices
- 10 Journeymen - 3 Apprentices
- 14 Journeymen - 4 Apprentices
- 19 Journeymen - 5 Apprentices

For the sixth, and all additional apprentices, the ratio shall be four journeymen to one apprentice.

A signatory shop, with the approval of the JAC, may indenture as many as ten apprentices. There is no cap or limit on the hiring of available unemployed apprentices by signatory shops.

With the approval of the JAC, Jobbing Shops may employ or indenture apprentices beyond the jobbing shop's regular entitlement.

New shop eligibility. Every Fair shop which becomes signatory to this agreement may be eligible to hire an unemployed Apprentice or indenture an Apprentice if it has a sufficient volume of work committed to provide for the steady employment of two Journeyman Plumbers and the Apprentice - subject to review and approval of the Joint Apprentice Committee.

It is further agreed that no more than one (1) apprentice to each journeyman shall work on any individual job without the express written consent of the Business Manager and JAC.

Any signatory employer desiring to indenture an apprentice must submit a written request to the Joint Apprentice Committee within dates set by the JAC. The request must include the following:

- (a) Name, address, qualification, military status, age, and any other pertinent information pertaining to the candidate.
- (b) Name and total hours worked of all Local #12 Journeymen employed during the previous 12 months (with an asterisk beside those currently employed).
- (c) Names of apprentices currently indentured to the shop listed separately.
- (d) Names of apprentices employed but not indentured listed separately.
- (e) A statement as to whether or not this candidate is a replacement for an apprentice who has completed his indenture during the past year.

It is hereby agreed that all apprentices must attend school at the time designated by the Joint Apprentice Committee.

It is further agreed that the apprenticeship class may start June 1 subject to the approval of the Joint Conference Board, and the Conference Board unanimously reaffirms its commitment to this program's affirmative action pledge and goal, a copy of which is available through the Training Coordinator.

Because on-the-job training and experience is vital to this program's success, it is hereby agreed that the journeymen will use their best endeavors to instruct the apprentice in the knowledge and science of plumbing and in working safely and productively.

The standards of the program established herein are in accord with recommendations of the Massachusetts Divisions of Apprentice Training Department of Labor and Industries.

It is hereby agreed that the apprentice shall serve as an assistant for the first three (3) years. At the commencement of the fourth (4) year, the apprentice shall, at the discretion of the employer, be loaned a kit of tools and be permitted to work with the Journeyman.

It is further agreed that an apprentice, on the completion of his apprenticeship, shall be permitted to continue his employment in the shop in which he served his apprenticeship.

An apprentice qualified as a certified welder shall, when employed as a certified welder, receive the journeyman's wage rate plus all contributions at the rate to which the apprentice is normally entitled.

There will be no limit on the use of apprentices on the following non-code work: utility piping, core drilling, installation of accessories and backing, the distribution of appliance, and stock distribution.

An apprentice licensed as a journeyman by the state of Massachusetts, may work - with the approval of JAC - without the direct supervision of a journeyman.

It is agreed that all Apprentices shall be paid the following progressively increasing scale of wages during the period of their apprenticeship; based percentage wise on Journeyman rate and with the breakage to the nearest nickel (\$.05).

Summary  
Apprentice Wages  
5 Year Program

1st year 35%  
2nd year 40%  
3rd year 55%  
4th year 65%  
4th year with license 70%  
5th year 75%  
5th year with license 80%

Fringe Contributions:

Apprentices will receive contributions to their pension and annuity at the same percentage rate as their wage rate.

Further, apprentices may elect to receive the sum normally deducted for the Christmas/Vacation Fund either as direct wage payment or a deduction credited to their account. This option may only be exercised on indenture or, thereafter, yearly on the apprentice's anniversary date. If the apprentice once elects to take this contribution as a deduct, it cannot ever be taken as a direct wage payment.

The JAC may extend the period of apprenticeship for any apprentice who has failed to complete the program's requirements within the agreed period of apprenticeship.

No employer shall employ any apprentice without the approval of the JAC.

It is agreed that if an apprentice is laid off due to the lack of work, both the apprentice and employer shall notify the Joint Apprentice Committee. The re-hiring of laid-off apprentices is governed by policies of the JAC.

When apprentices are to be laid-off due to lack of work, layoffs shall be on the basis of seniority in the shop. Apprentices temporarily assigned to the shop shall be laid off before JAC indentured apprentices assigned to the shop; apprentices indentured to the shop shall be the last laid off.

Any apprentice indentured to a shop will continue to be charged against the shop's eligibility to indenture additional apprentices until the expiration date of the laid-off apprentice's indenture.

The Joint Conference Board, Business Manager and Training Coordinator will assist unemployed apprentices to find work.

All apprentices shall be indentured to an employer or the JAC. The Joint Apprentice Committee shall have the sole power to determine whether any candidate selected by an employer meets the standards of qualification set by the Committee. The Joint Apprentice Committee shall determine the suitability of all candidates selected without regard to race, color, creed or national origins.

For further details on the Joint Apprenticeship Committee policies and procedure which also govern this apprentice program (including policies for apprentice entering the program through organizational efforts) contact the Training Coordinator.

## **ARTICLE X Union Shop**

All employees who are members of the Union on the effective date of this section shall remain members of the Union in good standing as a condition of employment. All present members who are now members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union, as a condition of employment at the expiration of seven (7) days following the beginning of their employment with any member of the association or other signatory contractor or at the expiration of seven (7) days following the effective date of this section, whichever is the later. Should the present federal law be amended during the term of this agreement to allow compulsory membership in the Union prior to employment or on the date of employment or any period less than seven (7) days from the commencement of employment, this clause is hereby automatically changed to include such amendments as of the effective date of the law.

The Union will not furnish any Journeymen Plumbers or Gas Fitters to anyone except Licensed Master Plumbers or Gas Fitters signatory to this Collective Bargaining Agreement with an established place of business.

This is because certain qualifications, knowledge, experience, and financial responsibility are required of everyone disposed to be an employer in the Plumbing and Gas Fitting Industry. Therefore, an employer who contracts for plumbing or gas fitting work is a person, or firm, having these qualifications and maintaining a permanent place of business, an established financial status to meet payroll requirements - and to meet compensation requirements for injured workmen and other insurance or protective requirements - and employing not less than one (1) journeyman continuously.

An exception may be made, after notice to the Association, to accommodate the need to perform non-code work within the plumbers' jurisdiction. The Contractor Association will be notified of all new signatories to the agreement.

It is agreed that the Union may have separate limited collective bargaining agreements with individual institutions for maintenance and non-construction work. The Association will be notified of all such agreements.

An employer shall maintain a permanent place of business with a business telephone open to the public during normal business hours. The Master Plumber will not be restricted from working on the job site provided he is a member of Plumbers Union Local #12. The Union will notify the Association in writing of all new signatory contractors.

## **ARTICLE X-A**

### **FAVORED NATIONS CLAUSE**

Effective on the execution date of this Agreement, the Union agrees that in the event it subsequently grants more favorable terms and conditions, other than those contained in this agreement, to any competing employer or association, the Union will notify and extend those same terms and conditions to all parties to this Agreement. Such provisions will not apply to any action taken by joint agreement of Labor and Management Trustees as part of the activities of the Labor-Management Cooperation Trust, or to any agreements resulting from organizing activities.

## **ARTICLE X-B**

### **Hiring of employees covered under the Collective Bargaining Agreement**

Section 1. Qualified Craftsmen. Contractors shall only employ qualified journeymen plumbers and gas fitters. Journeymen plumbers and gas fitters shall be qualified for employment who have had at least four (4) years actual practical working experience at the plumbing or gas fitting trade as a journeyman or apprentice in the building and construction industry and who either:

(a) Have successfully served an apprenticeship at the trade under an apprenticeship program approved by the United States Bureau of Apprenticeship Training or State Division of Apprenticeship Standards.

(b) Have had previous employment as a journeyman plumber or gas fitter with a contractor signatory to this Agreement and whose services have proved satisfactory, or

(c) Have successfully passed any competency examination and adequately tested the degree of skill and training necessary to be a competent journeyman plumber or gas fitter. Any question as to what constitutes a "competency" examination shall be resolved by the Joint Hiring Committee here in after established under this Agreement.

Section 2. Hiring. Qualified journeymen can solicit their own jobs and contractors shall have freedom of selectivity in hiring qualified journeymen and may hire at job site. Contractors may call the Union for qualified journeymen plumbers or gas fitters. Whenever a contractor decides to obtain journeymen plumbers or gas fitters from the Union on any job, he shall notify the Local Union office, either in writing or by telephone, stating the location, starting time, approximate duration of the job, the type of work to be performed and the number of workmen required.

Section 3. Registration. The Unions shall establish and maintain an appropriate registration facility for qualified applicants available for employment as journeymen plumbers or gas fitters. Applicants shall be registered on the appropriate craft out-of-work list, i.e., either plumber or gas fitter, etc., in the order of time and date of registration.

Each applicant for employment shall be required to furnish such data, records, names of employers and licenses as may be deemed necessary and each applicant shall complete such forms of registration as shall be submitted to him. Applicants for employment shall also list any special skills that they may possess.

An applicant who has had five (5) years actual practical working experience at the plumbing and gas fitting trade but who has not passed any competency examination as to his skill or competency shall be accepted for registration but shall not be dispatched until he passes an examination given by the Joint Hiring Committee.

Section 4. Referral upon the request of a contractor for plumbers or gas fitters, the Union shall immediately refer competent and qualified registrants to that contractor in sufficient number required by the contractor, in the manner and under the condition specified in the Agreement, from the separate appropriate out-of-work list on the first in, first out basis; that is the first man registered shall be the first man referred, except that:

(a) Request by employer for key personnel to act as supervisor, general foremen or foremen shall be honored without regard to the requested man's place on the out-of-work list.

(b) Request by employers for particular plumbers or gas fitters previously employed by the contractor and who have been laid off or terminated by the contractor within one hundred fifty (150) days previous to the request shall be given preference of rehire and shall be dispatched to that contractor, regardless of the applicant's position on the out-of-work list.

(c) Bona-fide requests by employers for plumbers or gas fitters with special skills and abilities will be honored. The dispatcher shall dispatch persons possessing such skills and abilities in the order in which their names appear on the out-of-work list. Such a decision of the dispatching agent in referring registrants is appealable to the Joint Hiring Committee as hereinafter provided.

Section 5. Non-Discriminatory Referral. The Union and the Employer agree that the referral of journeymen plumbers and gas fitters shall be on the following basis:

(a) Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements.

(b) The employer retains the right to reject any job applicant referred by the Union.

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

Section 6. Joint Hiring Committee. The parties to this Agreement shall create a Joint Hiring Committee, composed of an equal number of employers and Union representatives to supervise and control the operation of the job referral system herein. The Joint Hiring Committee is empowered:

(a) To establish any and all rules and regulations from time to time that it deems advisable for the operation of the job referral plan.

(b) Properly post the rules and regulations, together with the provisions of the Agreement as set out in Section 5 at the Union dispatch office, at the employer's office and at the job site.

(c) To hear and determine any and all disputes or grievances arising out of the operation of the job referral system including grievances arising out of work registration, work referrals and the preparation of the referral registration lists. Any applicant or registrant shall have a right of appeal of any dispute or grievance arising out of and relating to the operation or functioning of the job referral plan to the Joint Hiring Committee.

(d) To conduct written examinations for qualifying of journeymen in accordance with the provisions of this Agreement. All examinations given by the Joint Hiring Committee shall be fair and impartial in keeping with the present standards of competency and skill possessed by journeymen in the industry.

The Joint Hiring Committee shall provide in the rules and regulations of the job referral for an appeal to an impartial umpire whenever the Joint Hiring Committee reaches a deadlock over a dispute concerning a refusal to register an applicant, the proper registration or dispatching of any applicant. The impartial umpire shall be designated by mutual agreement of the parties. The authority of the impartial umpire shall be limited to interpreting and applying the rules and regulations of the Joint Hiring Committee. The decisions of the Joint Hiring Committee or the impartial umpire shall be final, binding and conclusive on all parties, including applicants.

If any question arises as to the qualifications and competency of any applicant, the Joint Hiring Committee shall make the determination. Such determination shall be fair and impartial, without regard to applicants' membership or non-membership in the Union.

Section 7. Apprentices. Employment of apprentices shall be governed by the provisions of the Joint Apprentices Training program provided for in other provisions of the Agreement.

Section 8. Recognition. Employers recognize the Union as the sole and exclusive bargaining representatives for all journeymen plumbers and apprentice in the employ of the employer with respect to wages, hours and other terms and conditions of employment.

Section 9. Journeyman Training. To promote the continuing education of all journeymen, a Joint Journeyman Training Committee of three Local #12 members and three members appointed by the PHCC of Greater Boston shall be formed. This committee will work cooperatively with the JAC but shall report to the Education Fund Trustees.

### **Saving Clause**

The above hiring provisions have been entered into in order to comply with the Mountain Pacific doctrine in the National Labor Relations Board. Upon any Board or Court decision or administrative ruling modifying or changing the Mountain Pacific doctrine, either party to this Agreement shall have the right to reopen negotiations pertaining to the hiring provisions by giving the other party thirty (30) days written notice.

## **ARTICLES XI**

### **Work Rules**

1. Where operations require five (5) or more Plumbers, every fifth (5th) Plumber is to be fifty (50) years of age or over.

2. All hanger rods to be cut on the job by a Journeyman Plumber or Apprentice and it shall be optional with the employer to have same cut by hand or machine.

3. When rods are cut in large numbers on jobs, this work is to be done by a Journeyman Plumber fifty (50) years of age or over.
4. All piping shall be cut and threaded by Journeymen Plumbers or Apprentices by hand or power machine, all pipe cutting power machines to be in charge of Journeymen Plumbers, but shall not apply to any nipples up to eight (8) inches long. This shall not apply to Jobbing, maintenance or emergency.
5. All normal operations on pipe necessary for the joining of fittings and pipe will be performed by Plumbers and Apprentices.
6. It shall be optional with the employer whether pipe cutting and threading and screwing on of fittings shall be done at the shop or job, or the fabrication of soil pipe and fitting, provided the work is done by Journeymen Plumbers as defined in this Agreement.
7. It shall be the duty of the employer to see that proper and sufficient ladders, staging materials, rigging and lighting for the safety of the men be provided, whether furnished by the general contractor or the plumbing contractor and that all work areas be properly protected.
8. No workman covered by the terms of this agreement shall furnish an Automobile or any other conveyance for any purpose other than to carry himself to and from work.
9. At least two (2) men shall handle and install all material weighing eight-five (85) pounds or more.
10. There shall be no limitation to the amount of work a man shall perform during his working day, no discrimination against the use of any specialty in tools or materials, provided the City or state law is not violated.
11. All sharp edges and burrs to be removed on glass pipe.
12. Where hazardous work is to be done or work is to be done in hazardous area, at least two men shall be used to perform the work.
13. Local No. 12 men shall cut, fit and assemble all piping for a complete plumbing, gas fitting or piping system.
14. The Employer shall arrange for facilities to change clothes and to eat lunch for his employees where the plumbing contract is in excess of \$120,000. The facilities shall be heated in cold weather.
15. If a passenger elevator is provided on any job in no way shall the members of Local No.12 be limited from its use.
16. A Journeyman or Apprentice performing any work in areas where the pressure is over atmosphere or when a decompression chamber or vessel is used, shall receive an additional fifty cents (\$.50) per hour for working in these areas.

17. Journeymen and Apprentices working on the job shall be given preference on overtime work and shall not be replaced by men from other jobs. All overtime work shall be divided equally as far as practical. Apprentices shall not be scheduled for overtime during school hours.

18. No members of Local No. 12 shall work on any job if safety and sanitary working conditions fail to conform to current standard promulgated by the Occupational Safety Health Act (O.S.H.A.).

19. All members of Local No. 12 should be encouraged to qualify in CPR and First Aid. All necessary training shall be provided through the auspices of the Coordinator's office and funded by the Education Fund.

20. No work will be performed in inclement weather without contractor furnished rain gear.

21. The following establishes a continuing education requirement for Journeymen.

During the life of this Collective Bargaining Agreement, all Journeymen will be required to participate in 20 hours of Local #12 continuing education. OSHA Training prior to September 1, 2002 may be applied to this requirement.

## **ARTICLE XII Gas-Fired Temporary Heat**

1. Local No. 12 shall install, disconnect, alter, reconnect and maintain all gas piping for either diluted or undiluted liquified petroleum gas wherein same is connected to any device or appliance in any building, structure or tunnel for temporary heat while under construction.

2. The initial installation shall be performed in accordance with the prevailing rate for regular and overtime work.

3. This agreement does not require the manning of gas-fired temporary heat, however, if manning is required on a project when the temporary gas heating equipment is in operation, it shall be manned by a journeyman member of Local No. 12.

4. Plumbers working on temporary heat shall work three 8-hour shifts, seven days a week. Starting time shall be at the discretion of the employer.

5. On operations where there are sufficient journeymen working in the locality of gas heaters, the 8:00 A.M. to 4:30 P.M. shift may be eliminated by agreement between employer and Business Manager.

6. On operations where the heat is only required during regular working hours, the journeymen will shut the gas off at 4:30 P.M. and relight the heaters again at 8:00 A.M. the following morning.

### **Temporary Fireman's Wages based on 56- hour week**

<u>September 1, 2002</u>		<u>September 1, 2004</u>	
40 hours @ \$24.80	\$ 992.00	40 hours @ \$29.10	\$1164.00
16 hours @ \$37.20	\$ 595.20	16 hours @ \$43.65	\$ 698.40
56 hours @	\$1587.20	56 hours @	\$1862.40
64 hours @	\$1884.80	64 hours @	\$2211.60

March 1, 2003

40 hours @ \$25.87	\$1034.80
16 hours @ \$38.80	\$ 620.88
56 hours @	\$1655.68
64 hours @	\$1966.00

September 1, 2003

40 hours @ \$26.94	\$1077.71
16 hours @ \$40.41	\$ 646.56
56 hours @	\$1724.27
64 hours @	\$2047.55

March 1, 2004

40 hours @ \$28.01	\$1120.40
16 hours @ \$42.02	\$ 672.22
56 hours @	\$1792.72
64 hours @	\$2128.88

March 1, 2005

40 hours @ \$30.16	\$1206.40
16 hours @ \$45.24	\$ 733.84
56 hours @	\$1975.48
64 hours @	\$2292.16

September 1, 2005

40 hours @ \$31.23	\$1249.20
16 hours @ \$46.85	\$ 749.60
56 hours @	\$1998.80
64 hours @	\$2373.60

March 1, 2006

40 hours @ \$32.30	\$1292.00
16 hours @ \$48.45	\$ 775.20
56 hours @	\$2115.65
64 hours @	\$2454.80

Men working on temporary heat shall be paid 40 hours regular wages for 56 hours.

Any work performed beyond forty hours shall be paid at the prevailing time and one half rate.

On Saturday and Sunday the rate paid shall be the fireman's overtime rate.

If a holiday occurs in the middle of the week, the uncovered time shall be covered at rate equal to the prevailing time and one half rate for firemen.

Any temporary firemen working forty hours, or less, except as stated for holidays shall be paid full plumber's wages.

The employer shall make the contributions to the Health and Welfare, Pension, Annuity, Education Funds, the Industry Improvement Fund, and Labor Management Cooperation Trust Fund on the same hourly basis as defined under Article VII-a.

The employer shall also deduct from the wages of a temporary fireman the current Vacation and Christmas Fund, Building, Organizing, Dues Deductions and Public Relations. Payment to funds shall be defined under Article VII-a.

**ARTICLE XIII  
Conference Board**

The parties to this Agreement shall appoint, or elect, either direct or by ex-officio procedure, a Committee of seven (7) members each, who shall be members in good standing of their respective organizations forming a Joint Conference Board, with power to act for the Association, employers signatory to this Agreement and the Union. Alternate members, to sit in the absence of regular members, may be arranged for by separate procedure of each organization.

At meetings of Joint Conference Board, both sides shall have an equal number of votes on all questions, whether all members are present or not. Six (6) members shall constitute a quorum for the transaction of business. The names and addresses of the members and alternates of the Conference Committee of each organization shall be forwarded to the other forthwith after such members have been appointed or elected.

The Joint Conference Board's duties shall include the responsibility to develop proposals and procedures to increase job opportunities for union contractors and union craftsmen throughout the territory of this Agreement and in every market area.

Further, the Joint Conference Board agrees to act as a Joint-Management Safety Committee which will make recommendations on the development of programs affecting safety of all Local #12 members. This will include development and implementation of substance abuse policies which will result in drug and alcohol-free work place.

**ARTICLE XIV**  
**Procedure for Joint Conference**  
**Board when either Labor or Management**  
**feel there has been a violation of the Agreement**

Grievances, charges or disputes in relation to this Agreement which cannot be otherwise adjusted shall be referred to the Joint Conference Board and the Board shall meet within three (3) working days after notice in writing from one organization to the other, setting forth the reasons for calling the meeting, with copy to be sent to the person or company being accused. The accused person or company shall be permitted to come before the Board to present his side of the case, and the Board may go into Executive Session at its own pleasure.

No member of Board will sit on any case in which he has a direct interest or in which he, his employer, or his company is the accused person or company. The decision of the Board shall be final and binding and all parties signatory to this Agreement shall adopt procedures to ascertain that the decision of the Board is abided by.

Every grievance, charge or dispute in relation to this Agreement shall be in writing and shall be stated clearly with sufficient detail to allow the accused person or company to know the basis of the charge and to allow the Joint Conference Board, and, whenever necessary, the arbitrator to understand the alleged violation. Merely referring to the Article involved in the alleged violation will not satisfy this requirement.

When an employee, employer or either of the parties subject to the provisions of this Agreement feels aggrieved by the violation of this Agreement, he shall, through the Local Union or the Plumbing, Heating, Cooling Contractors of Greater Boston, Inc., within five (5) working days after the occurrence of the violation give notice of the alleged violation.

Either party to a grievance, charge or dispute pertaining to the application or interpretation of this Agreement may request final and binding arbitration if the Joint Conference Board fails to resolve the dispute by majority vote. A request for arbitration must be filed in writing, with both the Plumbing, Heating, Cooling Contractors of Greater Boston, Inc. and Local #12 within ten (10) working days of the Joint Conference Board's review. The expense of such arbitration shall be borne equally by the involved employer and the Union. The arbitration shall be limited to the specific grievance, charge or dispute previously brought before the Joint Conference Board. The Arbitrator shall only have authority to make decisions on the issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of the Agreement. The arbitrator's decision or adjustment shall not be retroactive to events that occurred more than forty-five (45) days before the filing of a written grievance with the Joint Conference Board. The Joint Conference Board shall select a disinterested person to act as arbitrator from a list of six (6) such persons prepared by the Joint Conference Board. The selection of an arbitrator for a particular case shall be from the Joint Conference Board panel on a rotating basis. The decision of the arbitrator may be enforced in any court of competent jurisdiction. Any time limits provided for in the grievance and arbitration procedure set forth in this Article may be waived or extended by mutual agreement between the Union and the Association.

There shall be no stoppage of work, strike or lockout because of the subject matter of the dispute while the case is pending before the Joint Conference Board or in arbitration.

#### **ARTICLE XV**

Each Association shall pay the members of its Conference Committee such compensation, if any, as may be decided upon at the time of its election. In case a conference of both Associations deem it expedient to hire a clerk or stenographer or other professional assistance, or any umpire, such expenses shall be defrayed jointly by each Association.

The Joint Conference Board shall agree as to time and place of meeting, rules of procedure, election of chairman, secretary, etc., and other details necessary to promote and carry on the business for which it was appointed.

#### **ARTICLE XVI**

This agreement shall take effect September 1, 2002 and shall remain in force until and including August 31, 2006. During the period of this agreement there will be no increases in the wage scale regardless of change in conditions.

#### **ARTICLE XVII**

It is hereby agreed that no strike shall be declared in any shop for violations of this Agreement without first taking the matter before the Joint Conference Board.

#### **ARTICLE XVIII**

##### **Definition of Plumbing and Gas Fitting**

1. The installation, removal, maintenance, repair, extension and alteration of the complete plumbing, sanitary and storm drainage, chemical acid waste piping, gas fitting and water systems within or adjacent to any building, trailer parks, recreational areas, structures, bridges, tunnels, or elevated highways, whether metal, tile, glass, concrete, concrete composition, fibre, plastic, steel, cast iron or any other material.
2. Piping, testing, and repair of all water mains from source of supply to branches, fire hydrants, water services to all buildings and structures including water meters, back flow preventers, water filters, and water softeners and setting of the same, and surveying for the installation of backflow preventers.
3. All cold, hot and circulating water lines, piping for house pumps, cellar drains, ejectors, house tanks, pressure tanks, swimming pools, wading pools, ornamental pools, cascades, waterfalls, display fountains, aquariums, commercial laundries, plumbing fixtures and appliance and the setting of the above equipment.
4. Chilled or tempered water piping and equipment for culinary or drinking purposes.
5. All down spouts and drainage area, soil pipe, catch basins, manholes, drains, gravel drains, sanitary sewers, storm water sewers, septic tanks, cesspools, water storage tanks, etc.
6. All liquid soap piping, washing compound piping, disinfectant piping servicing toilet rooms, washrooms, laundries, car and truck washers, etc., and all tanks and related equipment.
7. All bathrooms, toilet rooms and shower room accessories, i.e., towel racks and bars, grab bars, paper holders, soap dishes, glass holders and shelves, mirror, etc.
8. Outdoor drinking fountains and all lawn sprinkler work including piping, fittings, controls and lawn sprinkler heads.

9. All sheet lead lining for X-Ray rooms, shower stalls, safe pans, and roof flashing in connection with the plumbing and pipefitting industry. Sheet lead pans shall be made in the shop or on the job.
10. All piping and equipment for fire lines, hose cabinets, stand pipes when not connected to the automatic sprinkler system and all piping in kitchen hoods used for fire protection.
11. All block tin coils, carbonic gas piping for soda fountains and bars, etc.
12. All piping and equipment for vacuum cleaning systems of every description.
13. All piping for railing work and racks of every description whether screwed, brazed, soldered or welded.
14. The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards and other controls in sewerage treatment, water treatment plants and used in connection with plumbing and gas fitting.
15. Fly ash piping in incinerators for hospitals, schools, apartment houses, hotels, public buildings and city or municipal owned incinerators.
16. The installation of all natural, manufactured, diluted, undiluted petroleum gas piping, including gas control and instrumentation piping, within buildings or structures, all on site gas piping and gas piping in streets and highways. The unloading, handling and installation of all gas appliances and equipment such as gas unit heaters, gas stoves, gas hot water heaters, gas heaters, gas dryers, etc.
17. All fuel to and exhaust piping from emergency generators.
18. All sub soil drainage piping inside the building and all sub soil drainage piping on the outside of the building that wastes back into the building.
19. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, cradles, anchoring devices, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduit, and boxes used in connection with the plumbing and gas fitting industry.
20. The setting and washing of all plumbing fixtures and the testings of all piping and equipment installed by the plumber.
21. All pipe transportation lines for gas, water aqueducts, and water lines and booster station of every description.
22. All acetylene, arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints or any other mode of making joints in connection with the plumbing and gas fitting industry.
23. Laying out, cutting, bending and fabricating of all piping for plumbing and gas fitting on or off the job site. The installation and erection of all plumbing module units and the installations and testing of all piping, fixtures and accessories in or in conjunction with the same.
24. The laying out and securing to the deck all boxes, sleeves and inserts, also the removal of boxes and sleeves.

25. The setting of all laboratory sinks, backs and Drainboards.
26. The laying out, cutting of all holes, chases and channels in brick tile and other masonry.
27. The erection of metal and glass shower stalls and the installation of bath tub and shower enclosures.
28. All vacuum piping in laboratories, hospitals, schools and all vacuum piping used in conjunction with plumbing and gas fitting equipment and appliances.
29. All air piping in laboratories, hospitals, schools, hangers, gasoline stations, garages, cleaning and dye shops, plumbing controls, appliances and fixtures for sewage treatment and for cleanup purposes.
30. The installation of all piping for distilled water in hospitals, laboratories, clinics, etc.
31. All drain piping used for wash down purposes in cases where food is stored.
32. All piping and equipment for drip pans, tanks, receptacles, apparatus, etc., of every description which conveys any liquid waste or drip to the plumbing drainage system or fixture either by direct or indirect connection to the plumbing system.
33. All storm water drainage systems on bridges, elevated highways, buildings, structures, viaducts and tunnels.
34. All piping in municipal water treatment plants for the treatment of water.
35. The installation of oxygen and nitric oxide piping and equipment in hospitals, schools and laboratories.
36. The setting and handling of all hot and cold water storage tanks, dilution tanks, receiving tanks, interceptor and booster systems in conjunction with the plumbing system.
37. All ink line piping and equipment.
38. All glycol systems in airports for de-icing purposes.
39. All oil, gasoline, diesel, jet fuel and hydraulic piping in hangers, gasoline stations, garages, automobiles showrooms, and cleaning and dye shops.
40. All piping and related equipment in sewerage and waste water treatment facilities used in conjunction with the treatment of sewerage and/or waste water. All tight joint to and from septic tanks to and from distribution boxes, to and including headers at leaching fields, also pipe and fitting within septic tanks and all conduits and chlorine piping and equipment.
41. All hospital fixtures having waste or water connections must be purchased and furnished by the Master Plumbers, otherwise the Journeymen parties to this Agreement, refuse to install or connect the same.
42. Piping for gases, such as oxygen, acetylene, argon, nitrogen, helium, etc., for laboratories, schools, medical research and in connection with Plumbers equipment.

43. Unload, handle, set and distribute all plumbing and gas fitting fixtures and appliances, pipe and fittings.
44. All piping and accessories in conjunction with slurry waste disposal systems.
45. Sub soil gas evacuation systems and controls for same.
46. Cathodic protection systems that protect piping, fittings, supports, tanks, vessels, etc., installed by the plumber.
47. All odor control piping systems and equipment.
48. Effective September 1, 2003, plumbers shall assist on all x-raying of welds. All other testing of welds shall be done by members of Local #12.

**INTERIM NATIONAL AGREEMENT**

**between the  
UNITED ASSOCIATION  
and the**

**SHEET METAL WORKERS**

**International Association**

**on**

**Gas Unit Heaters**

**and**

**Kitchen Equipment**

**August 31, 1956**

**GAS UNIT HEATERS**

- a. The installation of gas or oil unit heaters for heating purposes only, not in connection with a duct system, shall be the work of the United Association.
- b. Heaters for heating purposes only, in connection with duct systems, shall be the work of the Sheet Metal Workers International Association.
- c. The installation of the warm air furnaces shall be installed by members of the Sheet Metal Workers International Association.

## **KITCHEN EQUIPMENT**

1. The unloading and distribution of kitchen equipment to the room in which it is to be set shall be performed by a composite crew of equal numbers of members of the Sheet Metal Workers and members of the United Association.
2. The setting of kitchen equipment with no piping connections shall be set by the members of the Sheet Metal Workers. The setting of kitchen equipment which has piping connection and which is free standing shall be set by members of the United Association, except steam tables and salad tables, which shall be performed by members of the Sheet Metal Workers. The setting of kitchen equipment which has piping connections and which is cut, fitted or welded and is set in line shall be set by members of the Sheet Metal Workers.
3. The installation of piping connections shall be performed by members of the United Association.
4. The welding, and cutting, fitting and other sheet metal work shall be performed by members of the Sheet Metal Workers.
5. The fabrication of kitchen equipment is the work of members of the Sheet Metal Workers. The installation and fabrication of pipe work within the kitchen equipment shall be the work of members of the United Association.
6. The fabrication and assembling of kitchen equipment and the installation of pipe work therein, shall be performed by an employer under an agreement with these organizations.

## **AGREEMENT**

**between the**

**UNITED BROTHERHOOD OF**

**CARPENTERS AND JOINERS**

**OF AMERICA**

**and the**

**UNITED ASSOCIATION**

**on**

**Backing and Accessories**

**June 29, 1965**

## **BACKING**

1. The installation and all backing for plumbing fixtures and their accessories not affecting the structure shall be the work of the United Association.
2. Cutting and chasing which does not affect the structure shall be the work of the United Association.
3. The installation of all backing for plumbing fixtures and their accessories which affects the structure shall be the work of the carpenters.
4. Cutting and chasing which affects the structure shall be the work of the Carpenters.

## **ACCESSORIES**

1. Accessories which are directly related to plumbing fixtures such as grab bars, paper holders, towel racks and bars, utility shelves, sanitary paper holders, glass, cup, soap holders, soap dispensers, sanitary napkin dispensers and disposals, combination towel dispenser and disposals, shall be the work of the United Association.
2. Accessories which are not directly related to plumbing fixtures such as laundry chutes, hampers, clothes hooks and lines, medicine cabinets, magazine racks, storage cabinets, cabinet shelves shall be the work of the Carpenters.

## **ARTICLE XIX**

### **Labor Clause**

All members of the Plumbing, Heating, Cooling Contractors of Greater Boston, Inc. Association and other signatory contractors when estimating should insert the following clause: "All agreements are contingent upon strikes, interference, accidents and other unavoidable delays beyond and over which I have no control".

It is further agreed that Association members and signatory contractors who desire to sublet any part of their contract that comes under the jurisdiction of Local #12 and the United Association of Journeymen Plumbers and Gasfitters, will sublet said work only to other signatory contractors.

All jurisdictional disputes between or among building and construction trades unions and employers, parties to their agreement, shall be settled and adjusted according to the present plan established by the Building and Construction Trades Department. (Plan for National Joint Board for Settlement of Jurisdictional Disputes in the Building and Construction Industry) or any plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the employer and union parties to this agreement.

## **ARTICLE XX**

### **Stewards**

**Job Steward:** A job steward shall be a working Journeyman, employed on a project having four men or more, appointed by the Business Manager or Business Agent of the Local Union who shall, in addition to his work as a Journeyman, be permitted to perform during working hours such of his union duties as cannot be performed at other times, it being understood and agreed that the steward's duties shall not include any matters relating to referral, hiring and termination or disciplining of the employees. On jobs where a steward is employed, if four men or more work overtime, the steward shall be asked to work overtime.

The Steward shall not be fired or laid off until the Business Manager or Agent is contacted and the matter discussed with him. Further, while four men or more are still employed on a project the steward shall not be laid off, except for disciplinary action, until after the Business Manager or Agent has consented to this lay-off. The Steward shall be the last journeyman on the job.

**Foreman:** Foremen shall be selected and hired solely by the employer and whether a member of the Union or not, he shall act as agent of the employer only and shall not apply or attempt to apply any regulations, rule, by law or provision of the Union Constitution in any respect, or any obligation of Union Membership.

### **ARTICLE XXI Legality**

If the Federal or State courts decide that any clause in the preceding ARTICLES is illegal, it will be amended by the Joint Conference Board, and shall not invalidate the other parts of this Agreement.

IN WITNESS WHEREOF, the undersigned Plumbing, Heating, Cooling Contractors of Greater Boston, Inc., and the Local Union No. 12 of the United Association of Plumbers, have caused this Agreement and an agreement of like tenor to be signed on this first day of September, 2002 by the President and Clerk-Treasurer of the Plumbing, Heating, Cooling Contractors of Greater Boston, Inc. and by the President, Financial Secretary and Business Manager of Local Union No. 12, respectively, hereunto duly authorized.

### **ARTICLE XXII Wage Freeze Memorandum of Understanding**

In the event of a government imposed mandatory wage freeze or limitation during the life of this Agreement, the employer agrees to pay any and all increases that cannot be paid on account of said mandatory wage freeze or limitation immediately upon the removal or rescission of said mandatory wage freeze or limitation. It is further understood that said increases are not retroactive.

### **ARTICLE XXIII Safety**

To further promote the safety of employees covered by this Agreement, the Local #12 Education Fund shall conduct, as needed, courses on OSHA regulations and requirements with special attention to any mandates for industry specific training or certifications established as prerequisites for plumbers and gas fitters to have access to work sites.

**ARTICLE XXIV**  
**NON-DISCRIMINATION**  
**AND**  
**HARASSMENT POLICY**

Plumbers and Gasfitters Local #12 and the Plumbing, Heating, Cooling Contractors of Greater Boston recognizes the right of all members and the employees it represents to work in an environment where individual dignity is respected. Discrimination against or harassment of members by employers, supervisors, other members or other employees on the job site should not be tolerated. This also includes sexual harassment as well as discrimination or harassment on the basis of race, color, religion, national origin, sexual preference, age and disability.

Any member or employee who believes he or she has been discriminated against or harassed may report the incident immediately to the EEO officer or other representative of your employer designated to receive such complaints. Many employers have adopted policies on discrimination and harassment, and you should consult that policy. In addition, the member or employee may file a grievance under the Collective Bargaining Agreement if he or she believes there has been a violation of the Collective Bargaining Agreement. All employees also have the right to file charges of discrimination with the appropriate State and Federal anti-discrimination agencies and may, under certain conditions, file lawsuits.

State and Federal law requires that the employer investigate claims of discrimination or harassment on the job. The Union will cooperate in the employer's investigation consistent with its obligations under State and Federal law.

Retaliation against a member or employee for reporting a complaint or participating in an investigation is prohibited and may constitute a separate violation of the law.

## ARTICLE XXV

### STATEMENT OF WORKPLACE SUBSTANCE ABUSE AND TREATMENT

Plumbers and Gasfitters Local #12 and the Plumbing, Heating, Cooling Contractors of Greater Boston believe that substance abuse testing, treatment and protection are necessary in the skilled construction trades as they are in other technology and safety-sensitive workplaces. Substance abuse testing and treatment measures are appropriate for all employer non-bargaining unit job site employees as well, including company executives and officers subject to applicable State and Federal Laws. Plumbers and Gasfitters Local #12 and the Plumbing, Heating, Cooling Contractors of Greater Boston also recognize such policies are being issued increasingly from both public and private purchasers of construction.

Plumbers and Gasfitters Local #12 and the Plumbing, Heating, Cooling Contractors of Greater Boston regard workers safety, health and well being as integral to top quality work performance and successful project delivery.

Therefore, both labor and management will support the implementation of legally established substance abuse testing and treatment programs required by either public or private purchasers of construction services.

In an effort to maintain a safe work place for all members working for signatory contractors, use of drugs or alcohol during working hours will be prohibited.

FOR

**PLUMBING, HEATING, COOLING  
CONTRACTORS OF GREATER BOSTON, INC.**

**Paul J. Harrington  
President**

**Thomas E. Hannon  
Clerk-Treasurer**

FOR

**PLUMBERS & GASFITTERS  
LOCAL UNION NO. 12**

**Kevin L. Cotter  
Business Manager  
Financial Secretary-Treasurer**

**INDIVIDUAL ASSENT**

( to be signed by non-members of the Association )

We, or I, have read this Agreement and hereby agree to comply with all or applicable terms and conditions.

Employer \_\_\_\_\_

By \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

**GUIDELINES**  
**FOR SUBMITTING REQUESTS**  
**FOR PAYMENT**  
**FOR COURSES FROM**  
**JOURNEYMAN**  
**EDUCATION FUND**

**1. WHO MAY QUALIFY**

Any journeyman member of Local Union No. 12 employed by a "participating employer" who is signatory to the Agreement between the Employers' Association and Local Union No. 12 (This does not exclude a journeyman who is currently unemployed).

For the purpose of clarification, "participating employer" shall mean only those employers signatory to the Agreement between the Association and Plumbers' Local Union No. 12 and who are making contributions to the Journeyman Education Fund as required by the Agreement.

**2. SUBMISSION OF REQUESTS**

All individual requests for financial assistance shall be received in writing at the office of the Administrator of the Education Fund for submission, review, and approval by the Trustees of the Education Fund at least 45 days (where applicable) prior to the required registration date of the particular course the applicant is considering.

**3. INFORMATION REQUIRED**

The following information must accompany the request:

- A. Name and address of current or last employer.
  - B. Name and location of school where courses are being taught.
  - C. Name and description of courses under consideration.
  - D. Duration and classroom hours of course under consideration.
  - E. Complete costs of courses under consideration.
  - F. Your anticipated goals and their direct relation and benefit to the Industry
  - G. Veterans status.
- 
- H. Are you eligible or receiving other compensation related to training?

#### 4. PAYMENTS

Payments from Education Fund for approved courses will be made as follows:

A. Fifty percent (50%) of the cost of the course will be paid at registration with the check made payable to the school where the courses are being taught.

B. After fifty percent (50%) of the course is completed, the balance due will be made available to the student or school as appropriate upon receipt of an acceptable progress and attendance report.

#### 5. REPORTS

Reports of progress and/or attendance will be made available whenever required by the Administrator.

#### 6. EXPENSES

No expenditures shall be made from the Education Fund for such items as travel and living expenses unless the individual journeyman has presented to the "Trustees" in a manner approved by the "Trustees" evidence that such related expenses are essential and reasonable expense to be incurred by the Journeyman in an educational or training program approved by the Trustees.

Courses will not be paid for where required information has not been submitted in accordance with these guidelines. Approved by the Joint Conference Board April 13, 1977.

**\*The Trade Line Agreement between Local #12 and #537 will be printed in the Agreement for information purposes. It is, however, not part of the Agreement.**

**SAMPLE BOND**

**BOND FOR PAYMENT  
OF OBLIGATIONS DUE**

**The Plumbers' Union Local No. 12 Trust Fund**

KNOW ALL MEN BY THESE PRESENTS, that we (INSERT NAME AND ADDRESS OF CONTRACTOR) as Principal and (INSERT NAME AND ADDRESS OF INSURANCE COMPANY) as Surety, are held and firmly bound unto Plumbers' Union Local No. 12 Welfare Fund; Plumbers' Union Local No. 12 Pension Fund; Plumbers' Union Local 12 Vacation Fund; and Plumbers' Union Local No. 12 Fringe Benefit Funds (hereinafter referred to collectively as "Plumbers' Union Local No. 12 Trust Funds") as Obligee(s) in the sum of (INSERT BOND AMOUNT) Dollars, lawful money of the United States of America, for payment of which sum, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WHEREAS, the Principal has agreed to furnish a bond of indemnity guaranteeing payment of monies due the Plumbers' Union Local No.12 Trust Funds at the rates set forth in the Collective Bargaining Agreement between Plumbers' Union Local No. 12 and the Plumbing, Heating, Cooling Contractors of Greater Boston, Inc. and any successor agreement which Principal is obligated by such agreement or agreements between principal and obligee(s).

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal shall pay the monies due the Plumbers' Union Local No. 12 Trust Funds at the rates set forth in the Collective Bargaining Agreement between Plumbers' Union Local No 12 and the Plumbing, Heating, Cooling Contractors of Greater Boston, Inc. and any successor agreement, which Principal is obligated by such agreement or agreements to pay for the period during which this bond remains in force, then this obligation shall be null and void, otherwise to remain in full force and effect.

This bond shall remain in force for a period of one year after the date it is signed, but may be extended for successive periods of one year by renewal certificate executed by the Surety.

1) Provided, however, that the Surety may cancel its liability as to future monies due the Plumbers' Union Local No. 12 Trust Funds under this bond at any time by notice to the Principal and Obligee(s) at least forty-five days in advance of the date of such cancellation.

2) In the event of default on the part of the Principal, the Obligee(s) shall notify the Surety within thirty days after the Obligee shall have knowledge of such default, and PROVIDED further that no suit, action or proceeding shall be maintained against the Surety hereunder, unless the same be instituted within six (6) months after date of expiration or cancellation of this bond. If limitation of time for notice of loss or institution of suit, action or legal proceeding is shorter than that permitted to be fixed by agreement under any statute controlling the construction of this bond, the shortest permissible statutory limitation of time shall govern and shall supersede the time limitation herein stated.

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Address)

FOR  
PLUMBING, HEATING, COOLING  
CONTRACTORS OF GREATER BOSTON, INC.

Paul J. Harrington  
President

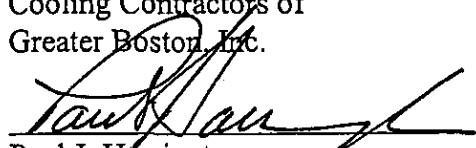
Thomas E. Hannon  
Clerk-Treasurer

FOR  
PLUMBERS AND GASFITTERS  
LOCAL UNION NO. 12

Kevin L. Cotter  
Business Manager  
Financial Secretary-Treasurer

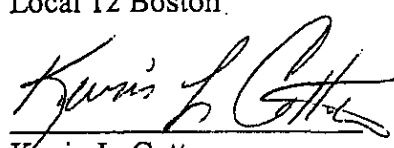
We have read this Agreement and hereby agree to comply with all or applicable terms and conditions.

For the Plumbing, Heating  
Cooling Contractors of  
Greater Boston, Inc.

  
Paul J. Harrington,  
President

Date: 9/27/02

For Plumbers and Gasfitters  
Local 12 Boston.

  
Kevin L. Cotter  
Business Manager/  
Financial Secretary-Treasurer

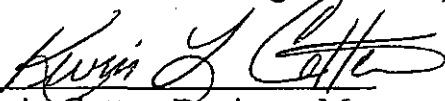
Date: 9/27/02

## MEMORANDUM OF UNDERSTANDING


Local #12 and the PHCC of Greater Boston, as part of its Collective Bargaining Agreement of August 29, 2002, hereby agree to this Memorandum of Understanding.

1. There will be established an annual drug and alcohol awareness training as part of the Apprentices Program. Each year each apprentice will receive special training on these issues.
2. In addition to current pre-apprentice drug testing, there will drug testing sometime between February 1 and April 30 of each apprentice's 4<sup>th</sup> year. The cost of such testing will be borne by the Industry Fund.
3. The Joint Apprentice Committee and Training Coordinator will work with Local #12 and the Contractors Association to establish an Apprentice Mentoring Program.
4. All apprentices will be required to provide regular written reports on their work and learning activities. Reports will include work and school attendance and absentee records.
5. Extended Apprentices shall continue with Apprentice School requirements.
6. The Training Coordinator will maintain current, comprehensive records of all training and certifications for all apprentices and journeymen, including expiration and renewal dates. Upon request, this information will be available to contractors.

This memorandum agreed and approved as signed below.

  
Kevin Cotter, Business Manager  
Plumbers Union Local #12

9/27/02  
Date

  
Paul Harrington, President  
PHCC of Greater Boston

9/27/02  
Date