

**WORKING AGREEMENT**

**BETWEEN**

**LOCAL UNION NO. 469 OF THE  
UNITED ASSOCIATION OF  
JOURNEYMEN AND APPRENTICES  
OF THE PLUMBING AND  
PIPEFITTING INDUSTRY OF THE  
UNITED STATES AND CANADA**

**and the**

**PLUMBING AND AIR  
CONDITIONING CONTRACTORS OF  
ARIZONA**

**Arizona Pipe Trades Agreement**

**Effective dates: July 1, 2020, through June 30, 2021**

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## **PREAMBLE**

THIS AGREEMENT entered into this first day of July, 2020 by and between Plumbing and Air Conditioning Contractors of Arizona, hereinafter referred to as "PAC-Arizona" in behalf of all its members, hereinafter referred to as "Contractors".

and

U.A. Local Union 469 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, in behalf of its members, hereinafter referred to as the "Union".

The term Contractor shall also refer to those employers performing work covered by this Agreement that are bound to the terms hereof by reason of memorandum agreements or other documents incorporating this Agreement by reference.

The provisions relating to the term and termination of this Agreement are as set forth in Article XVII herein.

Anywhere in this Agreement where the words Journeymen, Apprentice or Employees appears, it refers to both men and women.

## **WITNESSETH**

WHEREAS, the Contractors are regularly engaged in plumbing, heating, refrigeration, service, maintenance and piping construction work in Arizona within the jurisdiction of the Union (hereinafter Union's Jurisdiction), and

WHEREAS, in the performance of their present and future contracting operations the Contractors are employing, and will employ a number of employees represented by the Union, and

WHEREAS, the Contractors desire to be assured of their ability to procure employees for all of the work which they may perform in the Union's Jurisdiction in sufficient numbers and skill to assure continuity of work in the completion of their contracts, and

WHEREAS, it is the desire of the parties to establish uniform rates of pay, hours of employment, and working conditions in the Union's Jurisdiction for employees represented by the Union employed by Contractors, and

WHEREAS, it is the desire of the parties hereto to provide, establish, and put into practice effective methods for the settlement of misunderstandings, disputes or grievances between the parties hereto, to the end that the Contractors are assured continuity of employment, and industrial peace is maintained and the business of industry efficiently conducted.

NOW, THEREFORE, in consideration of the premises and of the respective covenants and agreements of the parties hereto, IT IS HEREBY AGREED:

## **ARTICLE 1    WORK COVERED**

1.01    This Agreement shall apply to and cover all employees of the Contractors employed to perform or performing all plumbing, heating, refrigeration, service and piping work, together with related jobber work, related virtual design work, related building information modeling and related building information systems as defined in Schedule A attached hereto, in the Union's Jurisdiction.

1.02    All work performed by the Contractors, and all services rendered by the Contractors, by the employees represented by the Union, shall be rendered in accordance with each and all of the terms and provisions hereof.

1.03    A Subcontractor is defined as any person, firm or corporation who agrees under contract with the Contractor or his subcontractor to perform any part or portion of the work covered by the contract, including the operation of equipment, service work, performance of labor, and the furnishing and installation of materials. If a Contractor shall subcontract construction work to be done at the site of the construction, alteration, or repairing of a building, structure, or other construction work, provisions shall be made in the subcontract for the observance by the subcontractor of the terms of this Agreement. The Contractor shall not enter into any contract which would limit or deprive the Contractor of the right to control the work to be performed at a jobsite as spelled out in this Agreement, which shall contain all work that is incidental to their contract. Any of the work described in Schedule A attached hereto, which is performed as off-site work, with the exception of utilities in rights-of-way, easements or public properties, shall be subcontracted only to those persons whose employees enjoy the same or greater wages and other conditions of employment as those provided in this Agreement for the performance of such work, except for catalog items. Any exception to this Section will be valid with the written approval of the Business Manager only.

1.04    Contractors shall include in their bids the installation of all piping, fixtures, equipment, accessories, hangers, supports and canning, cutting of all holes, chases and channels and installation of backing, and that fabrication defined in Article 8 hereof. When plans and specifications do not contain the necessary bidding information, the successful Contractor shall report this condition to the Union on the job reporting form provided by the Piping Industry Progress and Education Fund or its successor (hereinafter referred to as "P.I.P.E."). When bidding a job that will require post-construction work that is covered by this Agreement, the Contractor shall either bid such work or advise the Union of the potential post-construction Covered Work.

1.05    Neither party shall evade the spirit of this Agreement by conspiring, agreeing, or making arrangements with an owner, architect, or general contractor to avoid the effect of this contract through omission from the applicable specifications of work, which would otherwise be covered by the terms hereof. Whenever either party believes that this subsection is being violated, it may submit the matter to the grievance and arbitration process provided for in this Agreement.

1.06    If it is determined through the grievance procedure that the employer has violated the sections of this Article, and in the event the Union withdraws its labor pursuant to the provisions of this section, the employee shall be reimbursed for all wages lost and the Contractor shall make the fringe benefit contributions for all days, or fraction of days, lost

during the period of such withheld labor from the date of the commencement of withholding to the date the Contractor corrects the violation and notifies the Union in writing, that the violation has been corrected. Such payment may be required by the Union to be made prior to the return to work by the employees.

1.07 When equipment is being started up or whenever temporary heating or cooling is required by the owner or his agent, any work or checking of equipment or operating of equipment shall be performed by Journeymen and Apprentices working under this Agreement until equipment is accepted by the owner or his agent.

1.08 The filling of all lines and the operation and testing of all equipment that has been installed under this Agreement before the equipment is accepted by the owner or his agent shall come under the Jurisdiction of the parties to this Agreement.

1.09 The operation of pumps, air compressors and welding machines when used in conjunction with work covered by this Agreement shall be performed by employees covered by this Agreement. The testing and balancing of all plumbing and pipefitting systems or component parts thereof shall be done by employees covered by this Agreement.

1.10 Whenever equipment installed by employees has been accepted, but employees of the Contractor have other work to do on the particular project, any further piping or relocation of piping on the accepted equipment and any further work required to correct work previously performed by them shall be performed by employees of the Contractor, pursuant to the terms of this Agreement in order to assure that so long as such employees are on the project, their safety will not be endangered by the use of workmen unfamiliar with the installation or operation of the equipment. Also, wherever any such equipment is operated in connection with construction work yet to be completed, the operation of such equipment, for the above-mentioned reason, will be performed by employees covered by this Agreement. Each Contractor will attempt to incorporate into any agreement made, provisions whereby the Contractor will be in a position to choose what employees shall perform the work which is the subject of this paragraph. At no time will a Building Trades service man covered by this Agreement be refused this start-up work.

1.11 Whenever a firm, corporation or partnership is signatory to this Agreement, only four (4) members may work with the tools subject to the terms of this Agreement and shall designate in writing which members of the firm shall work with the tools. Proof of corporate status or proof of partnership shall be furnished to the Union, prior to allowing the designated officer or partner to commence working.

1.12 Each Contractor covered by this Agreement when performing work for which a license is required by law by the State of Arizona, county, and/or municipality, shall be licensed as a plumbing, heating, air conditioning or piping Contractor.

1.13 A plumbing, heating, air conditioning and piping contractor shall mean any person, firm or corporation who:

a) Operates a plumbing, heating, air conditioning service or piping business;

- b) Possesses the general qualifications by technical training and experience in the industry to direct properly the installation of plumbing, heating, air conditioning and piping systems and parts thereof;
- c) Is regularly engaged in selling, installing and servicing systems and parts thereof for plumbing, heating, air conditioning and piping systems or equipment coming within the trade jurisdiction of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada; and,
- d) Has an established place of business with facilities for installing properly the work prescribed herein.

1.14 Each Contractor covered by this Agreement shall have the name of their firm on both sides of all work trucks. After the Contractor has been notified two (2) times by certified mail, there will be a fine of \$500.00 for violation of this paragraph to go to the Joint Apprenticeship Committee or a Charity that is jointly agreed upon between the Contractor and the Union, with proof that this has been done submitted to the Union.

1.15 Contractors shall participate in display of industry promotional information, including training/work opportunity notices, as agreed by and between P.I.P.E, the Union and the Joint Apprenticeship Committee except as where prohibited by any general contractor, project manager and owner.

## **ARTICLE 2     UNION RECOGNITION**

2.01    To protect and preserve, for the employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed that:

2.02    If construction work of the type covered by this Agreement is performed within the geographic scope of this Agreement by any other business entity, including but not limited to any other corporation, limited liability company, company, partnership or joint venture, where the Contractor, through its officers, directors, partners, owners, stockholders or spouse or minor children thereof, exercises directly or indirectly any degree of ownership, management or influence that enables the Contractor to control the assignment of work, the terms and conditions of this Agreement shall be applicable to all such work.

2.03    A Contractor shall not in any manner, or through any subterfuge or design, directly or indirectly, be a party to any Agreement, plan or understanding whereby the Contractor refrains from seeking to perform work of the type which it normally performs under the terms of this Agreement.

2.04    The Contractors hereby recognize the Union as the exclusive collective bargaining representative of all employees of the Contractors relating to, but not limited to, performing plumbing, heating, refrigeration, service and piping of every description, including related jobber work, related virtual design work, related building information modeling and related building information systems virtual construction design work, building information systems and building automation along with jobber work.

2.05    In a shop which requires a full-time employee to handle piping materials and equipment covered by Schedule A, such person shall be an employee covered by this Agreement. When employees covered by this Agreement are present in the shop, they shall load and unload all piping material and equipment.

2.06    All prefabricated piping material, under any condition, shall be loaded and unloaded by employees covered by this Agreement.

## ARTICLE 3     HIRING HALL

### 3.A     GENERAL PROVISIONS

3.01     The Union shall maintain a Hiring Hall to assure the Contractors a reliable source of employees experienced at the work standards who reside in this area and to assure employees that as they grow older, their long service in this area will not go unrewarded.

3.02     The Contractor retains the right, for any lawful reason, to reject any person referred by the Union. Upon request of the Union, a Contractor shall state its reasons for rejecting any person referred by the Union.

3.03     Neither the Union nor any Contractor shall discriminate against any person with regard to recruitment, placement on the Hiring Hall list, hiring, promotion, demotion, transfer, rates of pay or other forms of compensation, selection for Apprenticeship training, layoff or termination, or admission to Union membership because of sex, race, religion, color, National origin, handicap, ancestry age or exercise of any right or privilege provided by this Agreement or statute.

3.04     No person shall be required to take a physical examination or submit medical records or other types of information relating to his past or present physical well-being as a condition of securing or retaining employment.

3.05     Where a project owner, federal, state or local law and regulation require a current medical certification that an employee is free of job specific infectious disease and is current with job specific immunizations, a Contractor may enforce such rules. If such certification is a condition for securing employment, the Contractor shall designate such requirement on the requisition.

3.06     At the request of a Contractor, dispatched workers shall be subject to pre-dispatch drug testing. The cost of such program will be paid by the Union. All test results shall be maintained in a confidential manner. Any registrant awaiting dispatch who tests positive shall be advised that he/she has the right to explain such positive test in a confidential setting before the Contractor makes any decision to reject the dispatch. No person shall be rejected for dispatch based solely on a drug test result detecting any substance prescribed by a medical provider unless it is a jobsite restriction imposed by a project owner, construction manager or general contractor of the jobsite; or the Contractor's insurance programs; or, a restriction under federal, state or local law and regulation.

3.07     The Union shall post in the Hiring Hall all rules and provisions relating to the functions of the hiring arrangements.

3.08     The Contractors shall requisition all employees who are to be employed in the bargaining unit from the Hiring Hall of the Union. No employee shall be put to work until the Contractor receives a copy of the referral, except as permitted under paragraph 3.08.

3.09     If the dispatching office fails to furnish a requisitioned employee within seventy-two (72) hours after the requisition is brought to the dispatching office's notice, then the Contractor may, upon written notice to the Business Manager or Dispatcher, secure such employees from any other sources available. However, in such event, the Contractor will

promptly notify the dispatching office in writing when such employees are hired. The terms and conditions of this Agreement shall pertain to any such employees as of the point of hire. All employees hired under this section shall have the status of "temporary employees" and be subject to layoff before any dispatched employee within the same classification. In computing the seventy-two (72) hour period herein mentioned, Saturday, Sundays and holidays shall not be counted.

3.10 No employee can be loaned or transferred between Contractors, except by mutual agreement between the Business Manager or the Business Representative of the Union and the present employer. No Contractor shall pirate or solicit employees from other Contractors bound hereunder.

3.11 No Contractor signatory to this agreement will maintain a separate out-of-work list or maintain rules which in any way circumvent the Hiring Hall practices established by Article 3 of this Agreement.

3.12 The Union will not furnish men at the request of any employer who is not signatory to a collective bargaining agreement, except for political subdivisions, which may be furnished men for routine maintenance and shall not exceed the limit set by Arizona State Force Accounts laws.

3.13 When a Contractor is performing work under a TERO Agreement, the Contractor may request that the Union set up a preferential hiring list, that supersedes the lists established under this Agreement for such job, to satisfy the specific hiring preferences lawfully required by the TERO Agreement. (14.22 re trust fund obligation)

### 3.B REGISTRATION AND DISPATCH

3.14 When registering with the Hiring Hall, an individual shall identify his/her primary craft, experience and deposit a copy of any and all certifications and licenses. Certifications shall be current Union, U.A., City, County, State, P.I.P.E or based on industry recognized standards such as AWS or ASME. Welding certificates, without regard as to source, shall not be valid for dispatch if the individual within 6 months has two incidents, regardless of combination, of either failing a welding test required for dispatch or receives a not eligible for rehire by a Contractor because of bad welds. To regain status as a certified welder for Hiring Hall purposes and applicable wage premiums, such individual must receive additional training and satisfactorily pass a requalification test. If within two years of regaining status as a certified welder, an individual within any 6 month period has two incidents of either failing a welding test or receives a not eligible for rehire because of bad welds, the individual's welding certificates shall be invalid for one year and thereafter the individual may regain status as a certified welder only upon receiving additional training and satisfactorily passing a requalification test.

3.15 When not requesting a dispatch by name, the Contractor may designate the craft jurisdiction (Plumber, Pipefitter, or Refrigeration) or may designate any bona fide type of welding certifications, licenses or other credentials required by the job. Priority shall be given to those registrants who have registered under such craft or who have such certifications, licenses and credentials.

3.16 Any individual found performing for any Contractor, regardless of signatory status, work covered by this Agreement within the Union's geographical area without having been duly dispatched or otherwise obtaining prior written authorization from the Union, shall have his/her name stricken from the Hiring Hall list and shall forfeit the right to register with the Hiring Hall for a period of six (6) months from the date of discovery or the date the employee severs prohibited employment, whichever is later.

3.17 When registering on any out-of-work list maintained by the Union, the individual shall declare that he/she is a citizen of the United States or otherwise authorized to work in this country. The Union has no duty or responsibility to verify the accuracy of such declaration. When a Contractor advises the Union in writing that the E-Verify system identified an individual as not being authorized to work in the United States, that individual may not sign any out-of-work list until he/she offers proof that the E-Verify system will identify him/her as being authorized to work in the United States.

3.18 No person's name shall be placed or retained on any out-of-work list under any of the following circumstances: (a) while such person is employed in any capacity in the construction industry generally or in any industry related in any manner to or connected with work covered by this Agreement, except that any person who is an Arizona resident, as defined in Section 3.36 may retain his/her name on an out-of-work list while employed outside of Arizona; (b) while such person possesses an active Arizona Contractor's license and is seeking to perform work as a Contractor, or (c) while serving as the "Qualified Party" for any Contractor.

3.19 No person registered on any out of work list or working pursuant to a dispatch, not licensed by the State of Arizona as a Contractor, and not bound hereunder as a Contractor, shall enter into a contract for the installation of any work coming within the trade jurisdiction of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada. The word "contract" used in this section shall include any written or oral agreement or agreements for work on a lump sum or percentage basis, hourly or daily basis, fixed fee basis, or per unit basis.

3.20 A Contractor may transfer an employee from one job site to another without securing an additional dispatch. If an employee refuses reassignment to a different job site, a Contractor may either keep the employee working at the current site or lay off the employee consistent with the requirements of this Agreement. An employee transferred from one jobsite to another jobsite shall be treated by the Contractor as having a clean layoff for all purposes from the former site.

3.21 If a Contractor requires an additional specialized test for dispatch, the Contractor shall pay a person who passes the test the greater of four hours or time actually spent taking the test, provided the test is promulgated by the Contractor group and; administered at the Union Hall, the Joint Apprenticeship Committee's facility or a location mutually agreed to between the Contractor and the Union. However, if the Contractor utilizes an additional specialized test for dispatch that is specific to that Contractor, or requires the test to be administered at a different location, the Employer shall compensate the employee without regard to whether the employee passes the test and shall also compensate the employee for round trip travel time measured by the distance from the Hiring Hall to the testing site. Any employee who fails a welding test required for dispatch shall not be eligible to dispatch to

the Contractor which placed the work call for a period of 30 days. The employee shall not be subject to any other discipline or penalty for failing a welding test required for dispatch.

3.22 If a Contractor desires to administer a test to pre-qualify Hiring Hall registrants for subsequent dispatch, the Contractor and Union shall meet to discuss mutually satisfactory terms.

3.23 When a registrant upon dispatch must undertake training to satisfy requirements established by the owner or general contractor for access to a jobsite, the Contractor shall pay the employee for such time provided that the employee is eligible to gain access to the property. If a Contractor rejects a person because the person is not eligible to work on a jobsite, the employee is not entitled to any pay for such time. Upon request of the dispatcher, a Contractor shall inform the dispatcher and the reasons for ineligibility. This section applies to any dispatch expressly designated by the Contractor for work on any "Owner Access Controlled Jobsite" which includes all Intel jobsites or any other jobsite where the project owner or general contractor exercises control over access to the jobsite. Application does not turn on the place to where the Hiring Hall registrant is instructed to report. Specifically, if the Contractor expressly designates that work will be performed on an "Owner Access Controlled Jobsite", this provision applies regardless of whether the reporting site is the Contractor's office or other site. The intent of this provision is to place the risk of a registrant's inability to gain access to an "Owner Access Controlled Jobsite" on the Hiring Hall registrant. Time spent by a registrant undertaking training necessary to satisfy requirements established by the owner or general contractor for access to an "Owner Access Controlled Jobsite" is not compensable unless the registrant gains access. This section applies also to any time spent by a registrant undertaking Contractor based training or orientation during the time a determination is being made as to whether the registrant will be afforded access to the "Owner Access Controlled Jobsite". A Contractor shall take all steps within its ability to timely advise any registrant that he/she is being denied access to the "Owner Access Controlled Jobsite".

3.24 Upon accepting a dispatch to a job, a Hiring Hall registrant shall lose his/her spot on the list and shall sign the bottom of the list upon returning unless the call is designated as a "short call". A Contractor may designate a requisition as a "short call" only when it is reasonably anticipated that work will not exceed 15 workdays. Additionally, upon returning to the BTJ Hiring Hall after being dispatched in a non-supervisory position pursuant to Section 3.48 and 12.20 to a light commercial (13.04) or residential job (13.05) for wages under Section 17.14, a Building Trades Journeymen shall be returned to the position on the Building Trades Journeymen's list that he/she had prior to the metal trades dispatch.

### 3.C TERMINATION OF EMPLOYMENT

3.25 A Contractor may terminate a dispatched employee with the designation "not eligible for re-hire" if it has "just cause". The parties adopt by this reference the "United Association Standards for Excellence" which are designed to uphold the highest industry standards in the workplace. The term "just cause" requires that a Contractor has given adequate notice, under the circumstances, of job requirements and perceived employee deficiencies through the process set forth in the industry approved disciplinary action. A standard form termination slip shall be presented to the employee with a copy delivered to the Hiring Hall stating the reason for termination, which shall be signed by the Contractor or by one designated plumbing or piping supervisor or by the person with direct supervision over the employee.

The immediate supervisor must sign any termination slip that is marked "Not Eligible for Re-hire".

3.26 An employee may quit without providing any reason. A Contractor may report such voluntary termination to a project owner or general contractor on any jobsite where it is contractually required to do so. An employee's decision to voluntarily terminate shall not preclude a Contractor from issuing a "not eligible for re-hire" based on the employee's prior deficient job performance as permitted under this Agreement. However, absent extraordinary circumstances, a Contractor may not issue or threaten to issue a "not eligible for re-hire" or any other penalty because an employee elects to voluntarily terminate. Nothing herein precludes a Contractor from advising the Joint Apprenticeship Committee that an apprentice voluntarily terminated or restricts the ability of the Joint Apprenticeship Committee to enforce its rules.

3.27 A dispatched employee receiving a "not eligible for rehire" termination may file a grievance pursuant to the provisions of Article 7.

### 3.D BUILDING TRADE JOURNEYMEN REGISTRATION AND DISPATCH

3.28 A Building Trades Journeyman is any individual who has at least five (5) years working experience performing covered work who has either successfully completed the apprenticeship program administered by the Joint Apprenticeship Committee or a comparable program or who has successfully passed a competency examination administered by the Union, or in the case of List "2" registrants, registered to take a competency examination.

3.29 The dispatching office will maintain appropriate registration of Building Trades Journeymen on Lists 1, 2 and 3 as described in below. Subject to the following conditions, referral of Building Trades Journeymen shall be on a first-in, first-out basis.

3.30 A Contractor may request by name from List "1" and List "2" individuals to fill supervisory positions. (13.16 – 13.20) Individuals who fill such calls shall be entitled to appropriate supervisory pay for the duration of their employment with the Contractor. (17.07)

3.31 A Contractor may request non-supervisory Journeymen by name from List "1" and List "2" on a ratio not to exceed one name call to one open call. In measuring compliance, the Dispatcher shall consider all calls made by the Contractor within the last rolling 12 months. List "1" and List "2" Journeymen shall be entitled to receive a maximum of 3 name requests on a calendar basis under this Agreement. However, a call by name pursuant to a national agreement or project agreement that does not incorporate these limitations shall not count as one of the 3 annual name requests.

3.32 Priority shall be given first to Building Trades Journeymen duly registered on List "1" who are available for work, then to those duly registered on List "2" who are available for work and then to those duly registered on List "3" who are available for work. "Duly registered" means that the individual must have registered and kept the registration current. "Available for work" means the individual must be present at the time and place uniformly required for referral and must be ready, able and willing to go to the jobsite and perform the

work for which he/she is being dispatched. The regulation and practice of the dispatching office shall be uniform as to all applicants with respect to registration, de-registration, physical presence in the office at given hours, telephoning in, being available at a telephone, etc... The Union shall publish such Hiring Hall Rules, as may be modified from time to time by the Union, by supplying a copy to PAC-Arizona, displaying a current copy at the dispatch window and supplying a copy to any individual upon request. (3.07)

3.33 A Building Trades Journeyman initially qualifies for List "1" by either: (a) working in Journeyman classifications for Contractors signatory to this Agreement or a U. A. National Agreement in the geographical jurisdiction of the Union for a minimum of 1,200 hours within each 12-month sequence during the 48 months prior to seeking registration; (b) having successfully completed the training program administered by the Joint Apprenticeship Committee within the last 36 months; (c) having worked 3,600 hours within 24 months pursuant to a dispatch under List 2; or (d) if a List "2" Journeyman has worked for a signatory Contractor for at least 500 hours and that Contractor and at least two List 1 employees with personal knowledge of the Journeyman's work recommend in writing that the Journeyman qualifies for List "1". Once qualified for List "1", a Journeyman remains qualified to sign List "1" provided he/she continues to work or seek work opportunities, without a break of more than 26 consecutive weeks, within the Union's geographical jurisdiction. Where the Union gives notice to a List "1" Journeyman that his/her name has been purged from the list, the individual has one (1) year in which to properly sign the list in order to maintain eligibility on List "1". Those receiving a pension benefit from the Arizona Pipe Trades Pension Fund retain eligibility to sign List "1".

3.34 A Building Trades Journeyman qualifies for List "2" by proving he or she has worked for at least 3,600 hours within the last two (2) years as a Journeyman performing work of the type covered by this Agreement while residing within Arizona and passing or registering to take Building Trades Journeyman test administered by the Union. After proving residency, and other qualifications, a registrant shall be allowed to sign List "2" for purposes of obtaining job referrals. Within one year of first signing the list, the registrant must successfully complete the proficiency evaluation administered by the Union. Upon proof that the registrant successfully completed a similar test within the past five (5) years, the testing requirement will be waived. If the registrant fails to comply with these terms of probation, the registrant shall be deemed removed from List "2" and assigned to List "3".

3.35 List "3" shall consist of any Building Trades Journeymen who are not qualified under the other two lists, but upon registering on the out-of-work at the dispatching office, have furnished evidence that they are qualified as Building Trades Journeymen and are available for work. For 24 months after first signing List 3, a registrant shall be entitled to reject only one work dispatch. If during that time period, a List 3 registrant rejects a second dispatch, the registrant's name shall be removed from List 3 and the registrant shall not be entitled to sign List 3 for a period of 30 days from refusing the second dispatch.

3.36 For purposes of Hiring Hall registration, the term "reside" means occupying a dwelling place within Arizona for a period of not less than two consecutive years prior to the time of first registering on the out-of-work list with no present intent to relocate from Arizona. Time spent in the United States Military satisfies this residency requirement provided that the registrant resides in Arizona for at least three months prior to his/her entry into the military and returns immediately to Arizona upon discharge from the military. The

registrant must establish residency status and may do so by offering a combination of any of the following: a mortgage payment book or other evidence of ownership of a house in which the registrant dwells within Arizona; a lease pertaining to a house, apartment in which the registrant dwells within Arizona; an Arizona State vehicle registration; an Arizona driver's license; proof of voter's registration in Arizona; proof that the registrant's spouse and minor children reside within Arizona; proof that the registrant's minor children are enrolled in schools within Arizona; proof that the registrant declared himself to be a resident of Arizona on any tax form submitted to the Federal government or the State of Arizona; and, any other evidence reflecting the date on which the individual began residing within Arizona and the registrant's current intent to remain a resident.

3.37 Hours worked directly on the payroll of the Union, any related entity or on behalf of the Union pursuant to a signed salting agreement by persons experienced in such Journeyman classifications shall be counted toward the hour or years of service requirements herein above stated. Time lost by prolonged illness or injury or time spent in service in the Armed Forces or for any Trust covered by this Agreement shall not be included in determining the span of years in which the required hours must have been worked, but proof of such illness, injury or service must be shown by the registrant.

3.38 For the purpose of determining hours worked for placement on the appropriate out-of-work list, no employee shall be denied service credit for hours worked in Arizona simply because the contributions made on his behalf to the fund have been transferred elsewhere pursuant to a money-follows-the man reciprocity plan. Likewise, where an individual works in other geographical jurisdictions, he/she shall be credited for all actual hours worked relating to contributions which are transferred to the Arizona Pipe Trades Pension Fund pursuant to a money-follows-the man reciprocity plan. A Building Trades Journeyman who works pursuant to a dispatch from the Hiring Hall under the U.A. Residential Agreement shall be credited for such hours worked in determining List Status.

3.39 No Building Trades Journeyman will be permitted to register on more than one of the following journeyman craft lists: Plumbers, Steamfitters or Pipefitter/Refrigeration. Where a Contractor makes a request by reference to craft, referrals will be made from List "1", until exhausted, then proceed to List "2", until exhausted, then proceed to List "3", shall be made in the following order:

3.40 If a Contractor requests a referral of a Plumber, the dispatcher shall dispatch from the Plumbers' list on a first-in, first-out basis. If the Plumbers' list is exhausted, then the dispatcher will dispatch from the equivalent Steamfitters' list a worker who, in the opinion of the dispatcher, can perform the particular job involved. If the Steamfitters' list is exhausted, then the dispatcher will dispatch from the equivalent Pipefitter/Refrigeration and others' list a worker who, in the opinion of the dispatcher, can perform the particular job involved.

3.41 If the request is for a Steamfitter, the referral shall be from the Steamfitters' list on a first-in, first-out basis but if a referral cannot be made from the Steamfitters' list, then the dispatcher shall dispatch from the equivalent Pipefitters/Refrigeration and others' list a worker who, in the opinion of the dispatcher, can perform the particular job involved. If the Pipefitter/Refrigeration and others' list is exhausted, then the dispatcher will dispatch from the equivalent Plumbers' list a worker who, in the opinion of the dispatcher, can perform the particular job involved.

3.42 If the request is for a Pipefitter/Refrigeration or others, the referral shall be from the Pipefitter/Refrigeration and others' list on a first-in, first-out basis but if a referral cannot be made from the Pipefitter/Refrigeration list the dispatcher shall dispatch from the equivalent Steamfitters' list a worker who, in the opinion of the dispatcher, can perform the particular job involved. If the Steamfitters' list is exhausted, then the dispatcher will dispatch from the equivalent Plumbers' list a worker who, in the opinion of the dispatcher, can perform the particular job involved.

### 3.E BUILDING TRADES JOURNEYMEN LAYOFF AND DISCHARGE

3.43 Subject to the conditions of this section, all temporary employees and Journeymen referred from List "3" shall be laid off before persons referred from List "2" are laid off and all persons from List "2" shall be laid off before persons from List "1" are laid off. The provisions of this section shall apply on a companywide basis. A Contractor is relieved of the obligation to comply with this section if and to the extent: (a) a List "1" or List "2" Journeyman volunteers for layoff; (b) the Contractor has "good cause" to avoid the application of this section. For purposes of this section, "good cause" exists where the application of this section would disrupt or frustrate the timely or efficient completion of a job or the employees who would otherwise be subject to layoff under this section have unusual or special qualifications or certifications that contribute to the efficient completion of the job; or, (c) the Contractor has cause to discharge the employee who would otherwise be entitled to preference under this section.

3.44 Where a Contractor for "just cause", designates a List "1" Journeyman as "not eligible for rehire", such designation disqualifying the List "1" Journeyman for dispatch to that Contractor for 90 days. If a List "1" Journeyman receives a second "not eligible for rehire" termination from the same Contractor, the List "1" Journeyman shall not be eligible for dispatch to that Contractor without a written request from the Contractor. If a List "1" Journeyman receives 2 "not eligible for rehire" terminations within 6 months, the Journeyman shall be deemed ineligible for placement on any Building Trades Journeyman Hiring Hall list maintained by the Union for a period of ninety (90) days.

3.45 Upon initially registering on List "2" or List "3", a Journeyman shall serve a 3,600-hour probation period. During the probationary period, a Journeyman receiving a termination slip marked "not eligible for rehire" from a Contractor shall not be dispatched to the same Contractor for a period of 180 days. If during the probationary period the Journeyman receives a second "not eligible for rehire" termination notice from any Contractor, the Journeyman shall be deemed ineligible for placement on any Hiring Hall list maintained by the Union for a period of one (1) year.

### 3.F HIRING HALL LISTS FOR OTHER CLASSIFICATIONS

3.46 The dispatching office will maintain other permanent Hiring Hall lists to provide for the dispatch of classifications including metal trades, apprentices, virtual design construction technicians, applicants and jobbers as provided under this Agreement. It shall establish, as needed, Hiring Hall lists for temporary classifications and other classifications provided under other collective bargaining agreements including project labor agreements, TERO agreements and national agreements.

### 3.G METAL TRADES HIRING HALL LIST

3.47 The Union shall maintain a Hiring Hall list for dispatch of metal trades journeymen and metal trades trainees on a first-in/firstout basis except where a Contractor places a call by name.

3.48 A Building Trades Journeyman while otherwise registered on a BTJ Hiring Hall list may elect to register for dispatch for non-supervisory work on Light Commercial (13.04) and Residential (13.05) projects at wage rates set forth at Section 17.14. A Building Trades Journeyman who works under such dispatch shall be credited for such hours worked in determining Building Trades List status under Section 3.33 and 3.34.

3.49 A "Metal Trades Journeyman" is a person with a minimum of three (3) years of experience performing HVAC, plumbing or fire protection work and who either has successfully completed an approved training program, passed an examination administered by the Union or otherwise has demonstrated competency to the Contractor. A person who registers for a dispatch on the Metal Trades Journeyman Hiring Hall list becomes eligible to test for Building Trades status upon the earlier of (a) working a minimum of 3,200 hours within a rolling 24-month period; or, (b) working a minimum of 3,600 hours in 3 years.

3.50 A "Metal Trades Trainee" is a person who does not meet the experience qualification to be a "Metal Trades Journeyman", but who is capable of performing or assisting in the performance of work on which Metal Trades classifications may be used or otherwise has demonstrated competency to the Contractor.

3.51 Any metal trades journeyman or trainee who receives a termination slip marked "not eligible for rehire" from a Contractor shall not be dispatched to the same Contractor for a period of 180 days. Any metal trades journeyman or trainee who receives a second "not eligible for rehire" termination notice from any Contractor within 180 days of the first shall be deemed ineligible for placement on any Hiring Hall list maintained by the Union for a period of one (1) year.

### 3.H APPRENTICE, APPLICANT AND JOBBER HIRING HALL LISTS

3.52 The Union shall dispatch registered apprentices and applicants to jobs on a first-in/first-out basis except pursuant to directions from the Joint Apprenticeship Committee or upon a Contractor's need for particular certifications, training or experience. As average Apprentice experience level on projects should be third year (example: first year/ fifth year/second year/fourth year/ third year), requests for Apprentices should be based accordingly.

3.53 To remain eligible to register or remain on the list, an apprentice or applicant must be current with all obligations with the Joint Apprenticeship Committee. The Union shall report to the Joint Apprenticeship Committee if any apprentice or applicant refuses a dispatch or is rejected by an employer.

3.54 Any person exited from the Joint Apprenticeship Committee shall be ineligible to sign any out of work list for a period of one (1) year except the Metal Trades Trainee list.

This rule shall not apply to any preferential hiring list established under Section 3.12 to satisfy the specific hiring preferences lawfully required by the TERO Agreement. However, dispatch under the TERO exception shall not serve to otherwise eliminate or reduce the 1-year disqualification as to all other work lists.

3.55 The Union shall dispatch jobbers on a first-in/first-out basis except where a Contractor makes a request by name.

3.56 Any jobber who receives a termination slip marked "not eligible for rehire" from a Contractor shall not be dispatched to the same Contractor for a period of 180 days. Any jobber who receives a second "not eligible for rehire" termination notice from any Contractor within 180 days of the first shall be deemed ineligible for placement on any Hiring Hall list maintained by the Union for a period of one (1) year.

### 3.1 VIRTUAL DESIGN CONSTRUCTION TECHNICIAN HIRING HALL LIST

3.57 The Union shall dispatch Virtual Design Construction Technicians on a first-in/first-out basis except where a Contractor makes a request by name. (13.15) A Contractor shall have the right to request resumes of available Virtual Design Construction Technicians and interview such individuals before dispatch.

3.58 A person qualifies to sign the Virtual Design Construction Technician List 1 by either completing training courses or passing tests demonstrating rudimentary skill to operate design software programs and by virtue of a signatory Contractor confirming such qualification.

3.59 A person qualifies to sign the Virtual Design Construction Technician List 2 by virtue of completing course work or tests demonstrating understanding of hanger and piping install principles and laser scanning and by virtue of a signatory Contractor confirming such qualification.

3.60 A person qualifies to sign the Virtual Design Construction Technician List 3 by virtue of obtaining an appropriate city license and completing course work or tests demonstrating proficiency in the understanding of hanger and piping install principles and laser scanning sufficient to perform 3-D modeling and by virtue of a signatory Contractor confirming such qualification.

3.61 A Building Trades Journeyman qualifies to sign the Virtual Design Construction Technician BTJ List by virtue of additionally meeting the Virtual Design Construction Technician List 3 qualifications. A Building Trades Journeyman may sign the Virtual Design Construction Technician BTJ List while maintaining a position on the Building Trades Journeyman out of work list.

3.62 A Building Trades Journeyman who works pursuant to a dispatch from Virtual Design Construction Technician BTJ List shall be credited for such hours worked in determining Building Trades Journeyman List Status under Sections 3.33 and 3.34. Hours worked by any person who does not qualify as a Building Trades Journeymen pursuant to a dispatch from the Virtual Design Construction Technician Hiring Hall shall not be credited for placement on any other list.

3.63 The Union, Contractors and the Joint Apprenticeship Committee shall develop and implement appropriate tests.

3.64 Any Virtual Design Construction Technician who receives a termination slip marked "not eligible for rehire" from a Contractor shall not be dispatched to the same Contractor for a period of 180 days. Any Virtual Design Technician who receives a second "not eligible for rehire" termination notice from any Contractor within 180 days of the first shall be deemed ineligible for placement on any Hiring Hall list maintained by the Union for a period of one (1) year.

### 3.J TEMPORARY HIRING HALL LISTS

3.65 As needed, the Union shall create and maintain temporary Hiring Hall lists for temporary classifications, including provisional welders and guest apprentices, to meet Contractor hiring demands.

3.66 As needed, the Union will maintain a separate Hiring Hall classification called "Provisional Welder." If unable to dispatch a building trades journeyman from List 1, 2 or 3, Local 469 shall afford the Contractor the option of dispatch of an individual signed to the Provisional Welder list. The Contractor shall have the option of requisitioning by name. Otherwise, dispatch shall be on a first-in, first-out basis. Any person who (a) does not qualify as a "Building Trades Journeyman" as that term is defined in the Arizona Pipe Trades Agreement or (b) who is not currently or who was not during the last 3 years indentured to the Joint Apprenticeship Committee may register on the Provisional Welder list provided the person can demonstrate he/she has performed pressure pipe welding, but outside of the construction plumbing and pipefitting sectors, for at least 2 years during the last 10 years. To remain eligible for dispatch, a registrant must re-sign the Provisional Welder list every 30 days. A registrant on the Provisional Welder list who rejects a dispatch shall have his/her name stricken from the list and shall be ineligible to sign the Provisional Welder list for a period of 6 months. Any person dispatched from the Provisional Welder list shall receive the wages and fringe benefit package applicable to building trades journeyman including the applicable welder pay premium for any work performed. Work performed while dispatched from the Provisional Welder list shall not count for purposes of accruing hours for placement on any other out of work list maintained under the Arizona Pipe Trades Agreement, except that a person who completes 3,000 hours upon dispatch from the Provisional Welder list and who successfully passes a Building Trades Journeyman competency examination administered by the Union shall be entitled to List 1 Building Trades Journeyman status. A Contractor shall not layoff any person dispatched from any other list who is capable of performing welding on any job if it employs any person dispatched from the Provisional Welder list. A person dispatched pursuant to the Provisional Welder may not subsequently sign the list if he/she voluntarily quits a job to which he/she was dispatched. This prohibition shall not apply if: (a) a Contractor fails to offer at least 24 hours of work during each of two consecutive workweeks; (b) the person quits because of a demonstrated illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. A person dispatched pursuant to the Provisional Welder list who receives a not-eligible-for-rehire termination may not sign any out of work list maintained by Local 469 for a period of 1 year.

3.67 When the current number of indentured apprentices in the Arizona Pipe Trades Joint Apprenticeship program is insufficient to meet Contractor hiring needs, the Union shall

maintain a Hiring Hall list for guest apprentices. Apprentices indentured and in good standing with other comparable duly registered apprentice programs may sign the Guest Apprentice list. However, no guest apprentice registrant shall be dispatched if an apprentice indentured with and in good standing with the Arizona Pipe Trades Joint Apprenticeship Committee is registered on the Hiring Hall list and available for work. To remain eligible for dispatch, a registrant must re-sign the Guest Apprentice list every 30 days. Dispatch from the Guest Apprentice List shall be made on a first-in, first-out basis, subject to employer need. Any person dispatched from the Guest Apprentice list shall be compensated pursuant to the terms of the Arizona Pipe Trades Agreement. As a condition of continued employment with the penalty of discharge, any person dispatched from the Guest Apprentice list shall remain in good standing with the apprentice program with which he/she is indentured. Any person discharged pursuant to this provision shall be ineligible to sign any out of work list maintained by the Union for a period of five (5) years. Any person dispatched from the Guest Apprentice list who receives a not eligible for rehire discharge shall be ineligible to sign any out of work list maintained by the Union for a period of two (2) years. If multiple apprentices registered with the Arizona Pipe Trades Joint Apprenticeship Committee remain on the Hiring Hall list for more than ten (10) work days and the Joint Apprenticeship Committee determines that future work opportunities will be insufficient to provide on the job training for its indentured apprentices, an appropriate number of apprentices dispatched from the Guest Apprentice list shall be given a reduction in force in reverse order of dispatch.

### 3.K HIRING HALL DISPUTES

3.68 Any and all disputes relating to the operation of any Hiring Hall, including eligibility for registration, list placement and dispatch, shall be resolved exclusively through the procedures stated below in 3.69 through 3.74.

3.69 It is the responsibility of the dispatcher to determine in the first place the proper preference and craft list upon which to place the registrant. This will normally be based upon information and papers which the applicant supplies. Such determination shall not be construed as a warranty, guarantee or promise that a Journeyman can in fact perform satisfactorily at the craft for which he/she has registered generally, or that he/she will perform satisfactorily at the particular job to which he/she is referred. If any doubt exists as to the applicant's placement on a list, the dispatcher may call prior employers or make other prompt and pertinent investigations to get the facts needed, or he/she may require the applicant to furnish proof of past employment. Any dispute which may arise relative to the operation of the Hiring Hall shall be settled as follows:

3.70 Any Contractor or individual who has a dispute with the Hiring Hall shall file with the dispatching office a written request for review of the disputed matter within ten (10) working days after the dispute arises. The applicant shall also, at that time, deposit with the dispatching office a cash bond in the sum of \$50.00, which amount shall be used solely toward paying the applicant's share of the referee's fees.

3.71 The Union will initiate and the Area Labor Management Committee will arrange to have an impartial referee review the dispute within ten (10) working days after the written request has been filed. Time and place of an informal hearing will be fixed by the referee and notice thereof will be given to the applicant by the Union, as soon as practicable.

3.72 The referee will examine all material evidence submitted by the applicant and the Union and will conclusively decide in which group the applicant should be placed, what qualifications the applicant has, or such other issue as may be disputed. The Union will then register and classify the applicant accordingly or otherwise implement the referee's decision. Nothing contained herein, however, may be interpreted to permit or grant power to the referee to alter, amend, modify or otherwise change any term or condition of this Agreement or these dispatching procedures.

3.73 The referee will be selected from an organization not directly associated with management or labor and may be a professional arbitrator, a member of the clergy, a university professor or other qualified person.

3.74 The referee's fees other than the applicant's \$50.00 will be borne by the Union

### 3.L POST EMPLOYMENT RESTRICTION

3.75 No Contractor signatory to the 2017-20 Agreement shall require or ask any person working in employment covered by this Agreement to sign or agree to any contract, understanding, or agreement which restricts or limits such person's ability to freely engage in any employment following any period of such person's employment with a Contractor. Any such agreements currently in place with employees dispatched under the 2017-20 Agreement are in violation of the CBA and unenforceable.

3.76 Notwithstanding the foregoing, a Contractor may require a person working in employment covered by this Agreement to enter into an agreement which protects the Contractor's trade secrets from unauthorized disclosure to third parties. For purposes of this Agreement, the term "trade secret" means:

(a) Information, including a formula, pattern, compilation, program, device, method, technique or process, that both:

(b) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

(c) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

(d) The term Trade Secrets shall not include customer lists.

3.77 Any dispute arising from the application or interpretation of this Memorandum of Understanding shall be subject to the dispute resolution procedures of Article 7 of the 2017-2020 Agreement.

## **ARTICLE 4     STRIKES, LOCKOUTS AND JURISDICTIONAL DISPUTE**

4.01 No employee covered by this Agreement shall be required to cross or work behind any lawful, primary picket line. No employee may be discharged or disciplined for refusing to cross or work behind such picket line, nor shall such a refusal constitute a violation of this Agreement. The parties recognize that the right to honor a picket line would be nullified if the Union were required to arbitrate the question of whether the line was appropriate. Therefore, without giving the Union independent grounds for itself striking without arbitration in addition to those set forth in paragraph 4.04 below, the question of whether a picket line of an AFL-CIO or Building Trade Union is being properly honored under this paragraph shall not be subject to grievance or arbitration procedures.

4.02 The Union shall refrain from any strike or slow-downs due to jurisdictional disputes, and the Contractor shall not take any action to lock out the employees represented by the Union due to jurisdictional disputes.

4.03 All disputes between the parties regarding the interpretation or performance of any of the terms or conditions of this Agreement shall be submitted to arbitration in the manner provided in this Agreement, except as is provided in paragraph 4.04 below, and as to those, they may, but need not, utilize arbitration procedures. The parties expressly waive any other means to settle disputes and grievances.

4.04 The Union reserves the right to strike and picket due to direct violation of the Agreement for the following violations, with or without resorting to the grievance procedure:

- a) When a Contractor fails to comply with the Hiring Hall procedure of Article 3 hereof.
- b) When a Contractor discharges a Steward without following the procedure set forth in this Agreement.
- c) When a Contractor fails to pay timely wages as set forth in this Agreement.
- d) When a Contractor fails to correctly file a contribution reporting form and fully pay monthly Fringe Benefits by the 15th day of the month succeeding their accrual, as required.
- e) When a Contractor is in direct violation of the safety provisions of this Agreement as determined by mutual agreement of a representative of the Union and a PAC-Arizona representative.
- f) When a Contractor fails to comply with the bond provisions of paragraph 14.23.
- g) Where not otherwise prohibited by law, when a Contractor requires any employee to install or handle prefabricated work, such as described in Article 8 hereof, and the prefabrication has not been performed pursuant to Article 8.
- h) The Union shall be relieved of responsibility for any strike action taken against any person, craft, Contractor or subcontractor who does not follow the procedure of the National Joint Board or who does not make assignments in accordance with job

decisions, work which has usually or traditionally been done on the job or in the shop, craft agreements signed by International Representatives covering these Building Trades areas and craft agreements that have been signed by craft representatives of these Building Trades areas, and copies delivered to the Contractors signatory hereto.

- i) Where the Contractor has not complied with an award or order directed against it pursuant to the grievance and arbitration procedures. However, such right to strike and picket shall not exist pending any appeal taken from such an award or order if, during such appeal, the Contractor does not continue engaging in the conduct or practice which was the basis for the award or order. Further, such right shall not exist relative to any award or order finding the Contractor guilty of having violated the subcontractor provisions of paragraph 1.04 hereof. As to the latter violations, only judicial means of enforcement shall be used by the Union.
- j) Where the Contractor acknowledges or admits that it is or has been violating this Agreement in any respect.
- k) Where the Contractor denies that it is bound or a party to the terms of this Agreement.
- l) Where the Contractor has violated paragraph 2.02 of this Agreement.

## **ARTICLE 5     PRODUCTIVITY**

5.01    The Contractors agree to recognize and observe craft jurisdiction, and to recognize wage scales as applying to Journeymen, Apprentices, and any employee performing work, shall be paid at the rate of the classification the work calls for.

5.02    The Contractors and the Union recognize the necessity of eliminating restrictions on production and efficiency. Nothing shall be permitted that restricts production or increases the time required to do the work, nor shall there be any restriction against the use of any kind of machinery, tools or labor-saving devices, provided however, that no employee shall be required to work under any conditions that are injurious to his health or safety.

5.03    The Contractors and the Union shall form a Productivity Committee which shall meet on a regular basis to achieve the objectives of the United Association's Standard of Excellence, which are set forth in Exhibit 1. The Productivity Committee may propose Hiring Hall rules designed to increase productivity.

5.04    When a Contractor and Union agree that an employee or Hiring Hall registrant is not meeting or has not met the United Association's Standard of Excellence, the Productivity Committee shall review the facts and determine an appropriate solution.

5.05    The Productivity Committee shall establish criteria and curriculum for certification as a supervisor which shall include an annual training requirement to be determined by the Productivity Committee. 17.08.

## **ARTICLE 6 SAFETY PROVISIONS**

6.01 There shall be established a committee known as the Piping Industry Safety Committee, which shall establish safety standards and procedures. This committee shall be made up of four (4) members, two (2) from the Union and two (2) from the Contractors, whose duties will be to settle all disputes concerning safety which cannot be settled by mutual agreement at the jobsite between the Union Representative and the Contractor. The parties further recognize the necessity of cooperation between Contractors and employees in effectuating the policies of this Article and of applicable statutes and regulations in the field of safety.

6.02 To provide for a safe work environment consistent with the risks presented by a job, a Contractor shall provide, if needed, weekly jobsite safety meetings during working hours and further provide needed safety courses. Employees are responsible for securing, when needed, SSTA certification. The Joint Apprenticeship Committee is directed to provide courses in areas such as, Fire Extinguisher use, HAZCOM basics, Lockout/Tagout basics, Fall Protection Excavation (open), Scaffolding and SSTA.

6.03 The Contractor shall furnish welders, brazers, and solderers all equipment, including helmets, gloves, sleeves and respirators if needed for health and safety reasons. Any employee assisting welders, brazers, and solderers shall be furnished flash goggles and gloves and necessary tools to conduct their work safely per OSHA standards, to keep incidents and recordable accidents from occurring.

6.04 The Contractor shall furnish rubber gloves to employees laying concrete pipe, appropriate gloves for hot joints, and protective clothing and equipment when handling acid or other jobsite chemical products. Hard hats with new head bands shall be furnished to employees when hard hats are required. Weather liners and sun visors for hard hats shall be issued by the Contractors to all employees where climate dictates their necessity. Also, ear plugs will be furnished to employees when noise levels are considered to be unsafe by OSHA standards. The Contractor will be responsible for the issuance of all safety personal protective equipment mandated by OSHA. The employee is required to correctly wear and care for the PPE issued to him/her. In cases of gross negligence, the employee may be liable for the replacement costs of PPE.

6.05 No employee shall be required to work alone under dangerous conditions. Welding, where there is imminent danger of welder's safety, shall require one (1) Journeyman certified Welder and one (1) other employee covered by this Agreement, who shall be working in the immediate vicinity, to be alert for the welder's safety. There shall be a fire extinguisher in the immediate vicinity of anyone using a torch, cutting rig or where welding is being performed.

6.06 The Contractor shall not cause an employee to use any equipment, material or invention that is detrimental to the public health or to the health of such employees.

6.07 All butane or propane tanks shall have automatic safety check valves and flashback arresters to oxygen and acetylene rigs, as per OSHA regulations.

6.08 The Contractor shall supply ample shoring or cribbing as per OSHA regulations.

6.09 Suitable transportation shall be furnished when employees are required to travel in company cars or trucks. Said vehicles shall be an automobile with safety belts that was manufactured to transport passengers, such as a station wagon, bus, suburban or carry-all. When a truck is used to transport employees, two (2) employees and the driver shall be considered as maximum seating capacity in the front seat. No employee shall ride in the rear of any open vehicle. No flammable or explosive material shall be allowed in the cab of the vehicle. Each vehicle shall be equipped with an ABC fire extinguisher.

6.10 When an employee is injured on the job and is required to leave the job for medical attention, the employee shall be paid for time lost on the day of injury. If further medical attention is required during working hours, the employee shall be paid for the time lost to the limit of six (6) visits, not to exceed two (2) hours per visit.

6.11 No employee shall be required or permitted to work more than one (1) hour, at any one (1) time, while cutting or welding galvanized or doing lead burning without being relieved for at least one-half (1/2) hour.

6.12 In all shops and on all jobs there will be ample first-aid equipment. All vehicles, currently licensed in the State of Arizona, being used by employees covered under this Agreement, shall be equipped with a complete first-aid kit, as recommended by the Piping Industry Safety Committee.

6.13 Employees working with PVC or ABS solvents and/or cements shall be furnished with all protective equipment or devices, as well as safety apparel, required by the installation standards of that product per OSHA standards.

6.14 Employees working on outdoor weld stations shall be supplied appropriate protection from exposure to the sun.

## **ARTICLE 7 PROCEDURES FOR SETTLEMENT OF GRIEVANCES AND DISPUTES**

### **7.A STEWARDS**

7.01 The Contractor agrees that the Business Representative shall have access to all jobs and shops at all times. Additionally, the Union has discretion to appoint one or more Stewards for a jobsite. The Union shall notify the Contractor in writing of such appointment.

7.02 The Steward shall be permitted to perform during working hours, such of his Union duties as cannot be performed at other times. A Contractor shall allow a Steward a reasonable amount of time to complete such duties.

7.03 The Contractor shall respond to any reasonable request for information from a Steward, including but not limited to allowing a Steward to see the paycheck of any employee performing covered work.

7.04 Where a Contractor perceives that an employee is inadequately performing his/her work assignments, the Contractor shall timely advise the employee and the Steward.

7.05 The Contractor shall give notice at least four (4) hours in advance, when possible, to the Steward of any decision to layoff or terminate any employee.

7.06 Each steward shall remain on the job as long as there is work, unless circumstances warrant removal, and such removal must be approved by the Business Manager of the Union, and if the Contractor and Business Manager cannot agree, it shall be referred to the grievance procedure. The Steward shall remain on the job during the pendency of the grievance procedure.

### **7.B RESOLUTION OF DISPUTES**

7.07 All disputes arising under this Agreement shall be resolved under the rules and procedures set forth below, except where this Agreement expressly provides for alternative rules and procedures. Employees represented by the Union shall take up grievances or disputes with the Steward who will report them to the Business Manager or Business Representative who shall then attempt to adjust the grievance or dispute with the Contractor or its representative. If the grievance or dispute is initiated by a Contractor, then it shall first attempt to adjust the grievance or dispute with the Business Manager or Business Representative. No matter will be considered by the Area Labor Management Committee until this procedure has been followed and the specific charges of any grievance must be filed within five (5) working days of the alleged violation.

7.08 An Area Labor Management Committee shall be established and shall have authority over grievances and disputes arising within the Union's Jurisdiction. The committee shall be composed of two (2) representatives of the Union and two (2) representatives of PAC-Arizona, to be appointed within thirty (30) days of the signing of this Agreement. If grievances and disputes cannot be adjusted between the Business Manager or Business Representative and the Contractor or its representative within five (5) working days after the

grievance or dispute has been submitted to the Contractor or its representative, it shall be referred to the Area Labor Management Committee.

7.09 The Area Labor Management Committee shall meet within ten (10) working days after receipt of written notice, or as extended by mutual agreement, and shall have authority to review and make binding decisions on matters referred by the parties or taken up on the motion of the committee itself. The jurisdiction of the committee shall extend to all matters with respect to the labor supply and all technical and economic matters affecting the welfare of the construction industry and the general public which may arise from the interpretation, application or operation of the provisions of this Agreement. A decision of the Area Labor Management Committee shall require an affirmative vote of not less than the majority of the committee and shall be final and binding on all parties to this Agreement.

7.10 In the event that the Area Labor Management Committee cannot render a decision within 15 days after the hearing, the dispute, upon written request of either party, shall be referred to the PAC-Arizona Representative and Business Manager, who shall make arrangements to have the dispute submitted to the American Arbitration Association for arbitration in accordance with the AAA procedures.

7.11 The terms and conditions of this Agreement shall be binding upon such Committee and the arbitrator and neither shall have the authority to alter, amend or revise the wages, hours and other conditions set forth herein, it being the intent that their authority and decisions shall be within the scope of and limited to the application of terms and conditions hereof. The parties hereto agree that any decision rendered by the Arbitrator shall be final and binding upon them.

7.12 These provisions concerning arbitration shall not, however, apply to any jurisdictional dispute arising in connection with the activities of either a Contractor or a local union not covered by this Agreement; and all such disputes shall be included within the arbitration process only by joint submission of the parties.

7.13 The provisions of the paragraph next above, at the request of either party, may be opened for amendment in the event that any written collective bargaining agreement affecting the Building and Construction Trades in Arizona should allow for the determination of jurisdictional disputes by any board, committee or other body restricted in its membership to representatives of the signatories to that agreement.

7.14 Both parties hereto agree to maintain proper personnel and facilities to carry out the terms and conditions of this Agreement.

7.15 The parties recognize that compliance with each provision of this Agreement and of its respective Trust and Apprenticeship Agreements is of paramount importance to the general welfare of the Pipe Trades Industry. Compliance by the Contractors and their subcontractors (whether or not such subcontractors are signatory hereto) with the provisions hereof relating to the payment of the wage scales and fringe benefits, the hours of employment and the general working conditions, not only affects the individual employees, but also directly and substantially affects the bargaining unit of employees covered by this Agreement.

7.16 The Area Labor Management Committee may investigate payroll records of any Contractor to determine if the Contractor is violating this Agreement.

7.17 Actual damages sustained by the bargaining unit, as distinguished from damages to individuals, as a result of violations of any of the provisions of this Agreement would be extremely difficult to remedy or to ascertain with any degree of certainty. Therefore, any breaches hereof shall be chargeable to the Contractor or employee and upon determination of responsibility for any of such violations, the responsible party may be required to pay, as liquidated damages, the sum of \$100.00 for any such violation, per employee involved, for each day the violation continues or occurs, up to a maximum of \$2,500.00; or in the alternative, if the Committee or arbitrator concludes that a daily method of calculation is unsuitable, it may require payment of up to \$2,500.00. This shall be in addition to any monies or benefits which might be found due to any particular employees, and in addition to any contributions due to any of the Trusts. In addition, the Committee or arbitrator shall have the power and authority to order the Contractor to cease the violations.

7.18 The liquidated damages so assessed shall be paid into the Arizona Pipe Fitting Trades Joint Apprenticeship Committee or its successor. If such liquidated damages, or monies or benefits payable to any particular employee, or contributions payable to any Trust are not voluntarily paid forthwith upon final decision under the grievance procedure, they shall be collectible by appropriate action and the party liable shall pay, in addition to the liquidated damages, monies, benefits or contributions as aforesaid, and all costs of collection, including reasonable attorney's fees. There is also reserved to the Union the right to strike and picket to enforce any such final decision unless the contractual violation leading to the final decision involves a breach of paragraph 1.03.

7.19 Where any employee has been wrongfully discharged for insisting upon compliance with this Agreement, or for exercising a right under this Agreement, the Committee or arbitrator shall have authority to order that the employee be placed back on the job, or made whole for any loss of pay, or both.

7.20 Where a Contractor without "just cause" issues a "not eligible for rehire" termination, the Committee or arbitrator shall have the authority to grant an appropriate remedy including requiring that the employee be placed back on the job and made whole for any loss of pay and benefits. Any back pay award is subject to the grievant's duty to mitigate.

7.21 Where the Committee or arbitrator conclude "just cause" supports a "not eligible for rehire" termination, but finds mitigating circumstances that call for a reduced penalty if the employee takes appropriate corrective action, the Committee or arbitrator may order that the employee obtain further training from the JAC, refer the employee to an available medical assistance program for evaluation and treatment, or order the employee to take other appropriate remedial action.

7.22 Voting power on the Committee shall be weighed so as to give both Labor and Management representatives equal voting power at all times.

7.23 Each party shall provide its own witnesses and pay its own expenses with the exception of the cost of the impartial arbiter which shall be divided equally between the parties.

## **ARTICLE 8    FABRICATION**

8.01    To secure and preserve the fabrication of plumbing and piping material as set forth in Schedule A, customarily done at the jobsite or in the Contractor's home, shop or yards, for the employees in the Union's Jurisdiction of the Union signatory hereto, such work will be performed either at the jobsite or in a shop or yard established for such purpose in a locality within the Union's Jurisdiction. The Contractor agrees not to enter into any contract which would limit or deprive the Contractor of the right to control the fabrication work involved in any equipment it is to install where such fabrication is covered by this paragraph unless otherwise mutually agreed upon between the Business Manager and the Contractor.

## ARTICLE 9 OTHER AGREEMENTS

9.01 No Contractor bound hereunder shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other Contractors employing persons represented by the Union performing such similar work in the same jurisdiction, except as provided in this Article. The Union shall make available, upon request, copies of all collective bargaining agreements, to which the Union is signatory.

9.02 Where the United Association makes an agreement with a national contractor which is applied on a particular job, no contractor on that job shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to the national contractor, but the terms and conditions of the national agreement shall not apply elsewhere in the Union's jurisdiction.

9.03 The purpose of this Article is to prevent one signatory Contractor from having an unfair competitive advantage over other signatory Contractors. However, the parties agree that this Article should not serve to hinder the Union's ability to preserve, protect and secure work opportunities for employees covered by this Agreement. Thus, the Union may make special agreements which apply lower wages or more favorable working conditions either for a particular job or for all jobs in a particular area. Such special agreement shall be a permissible exception to this Article under either of the two conditions set forth in 9.04 and 9.05.

9.04 The Business Manager shall be authorized to designate special wages and conditions for specific jobs or projects if such special wages and conditions are publicized three (3) hours in advance of receipt of bids or of the work covered to permit equal opportunity to others, or by notification of the relevant information to the P.I.P.E.-Arizona office. Any such special rates or conditions shall be available to all signatory Contractors. It is the responsibility of the Contractor to contact the P.I.P.E. office for any such special rates or conditions on each project. Such special rates and conditions shall not apply elsewhere or on other jobs not covered in the publicized announcement.

9.05 The Business Manager or his authorized designee, shall agree to meet, to discuss special wages and conditions with individual Contractors for specific projects or jobs where such is necessary to protect and preserve work opportunities for employees covered by this Agreement. The Business Manager may exercise such discretion when it reasonably appears that a non-signatory Contractor will obtain a certain project or job presenting significant work opportunities unless special conditions are implemented; where the granting of special conditions is reasonably calculated to enhance the Union's efforts to organize a non-signatory Contractor; or, in other related and similar circumstance. Given the exigencies of the bidding process, the Business Manager in exercising discretion under the sub-part, shall not be required to give prior notice to the P.I.P.E.-Arizona office. However, the Business Manager shall give notice of any agreements reached as soon as is reasonably possible. It is expressly understood that the Business Manager shall not exercise his discretion under this sub-part so as to favor one signatory Contractor over another. Instead, the Business Manager may exercise discretion solely for the purpose of enhancing work opportunities for those employees covered by this Agreement. Any agreements made under this sub-part shall be limited in duration and scope in conformity with the above stated intent and purpose of this Article.

## **ARTICLE 10 QUALIFICATIONS**

10.01 Each of the parties hereto warrants and agrees that it is under no disability of any kind, whether arising out of the provisions of its articles of incorporation, constitution, bylaws, or otherwise, that will prevent it from fully and completely carrying out and performing each and all of the terms and conditions of this Agreement, and further, that it will not, by the adoption or amendment of any provisions of its articles of incorporation, ownership or change in geographic location, constitution, bylaws or charter, or by contract, or by any means whatsoever, take any action that will prevent or impede it in the full and complete performance of each and every term and condition hereof. The warranties and agreements contained in this paragraph are made by each of the signatories hereto on behalf of each organization for which it is acting hereunder. The individuals signing this Agreement in their official capacity and the signatories hereto hereby guarantee and warrant their authority to act for and bind the respective parties or organizations that their signatures purport to represent, and the Union on whose behalf the said parties are signing the said Agreement.

10.02 This Agreement contains all of the covenants, stipulations, and provisions agreed upon by the parties hereto, and no agent or representative of either party has authority to make, and neither of the parties shall be bound by, nor liable for any statement, representation, promise, inducement, or agreement not set forth herein. Any provision in the working rules of the Union or in the bylaws of PAC-Arizona, with reference to relations between the Contractors and their employees, in conflict with the terms of this Agreement shall be deemed to be waived, and any such rules, bylaws or regulations which may hereafter be adopted by the Union or by PAC-Arizona, shall have no application to the work hereunder.

## **ARTICLE 11 WORKING RULES**

### **11.A REGULAR WORK WEEK - MONDAY THROUGH FRIDAY WORK WEEK**

11.01 The regular work week will be from 5:00 a.m. to 6:00 p.m., Monday through Friday. The Contractor has the option of working five (5) eight hour days or four (4) ten hour days, both totaling forty (40) hours.

11.02 During the work week, hours worked will be paid for at the applicable straight time rate, except the overtime rate is paid for any hours worked in excess of 8 hours each day during a scheduled five (5) day work week, or worked in excess of 10 hours each day during a scheduled four (4) ten (10) work week

11.03 Employees assigned to work a regular work week when required to report to work before 5:00 a.m. shall be paid at the overtime rate for hours worked before 5:00 a.m.

11.04 The Contractor shall have sole authority to determine how many employees shall be required to work overtime. No employee referred from List "1" shall be replaced on overtime work, unless mitigating circumstances warrant such action (e.g., poor weekly attendance record, lower productivity, special certifications required etc...). The job Steward or Business Representative will be advised and review all such cases.

11.05 The overtime rate for work performed Monday through Friday is one and one half (1.5) times the applicable straight time rate.

### **11.B SATURDAYS, SUNDAYS AND HOLIDAYS**

11.06 All hours worked on Saturday will be paid at one and one half (1.5) times the applicable straight time rate. All hours worked on Sunday, will be paid at two (2) times the applicable straight time rate.

11.07 On all jobs outside the free zone, the Contractors will notify the Steward Thursday, before quitting time, of work to be performed on Saturday, and the notification will be given on Friday of work to be performed on Sunday. In all zones where time or unforeseen emergency conditions prevail, a telephone call can be made.

11.08 The following days are recognized as holidays:

Sundays	Memorial Day	Veteran's Day	Christmas Eve Day
New Year's Day	Independence Day	Thanksgiving Day	Christmas Day
President's Day	Labor Day	Day after Thanksgiving	

11.09 All hours worked on the above-mentioned Holidays will be compensated at two (2) times the applicable straight time rate of pay with the exception of Christmas Day and Labor Day, for which all hours will be compensated at three (3) times the applicable straight time rate of pay.

11.10 Holidays listed in Section 11.08 will be celebrated in accordance with the Federal Monday Holiday Act. When a Holiday falls on a Saturday, Friday shall be observed as the Holiday, any work performed on both Friday and Saturday will be compensated at double

the applicable rate of pay. When a Holiday falls on a Sunday, Monday shall be observed as the Holiday, any work performed on both Sunday and Monday will be compensated as double the applicable rate. When either or both Christmas Eve or Christmas fall on a Saturday or Sunday, a Contractor may establish a work schedule that allows observation of the holidays and accommodates project needs provided such schedule is stated in writing given to the affected employees and the Business Manager no later than December 4 of the given year.

#### 11.C SHIFT WORK

11.11 When three (3) shifts are worked, the second shift or swing shift shall begin no later than 6:00 p.m. The third shift or graveyard shift shall begin no later than 2:00 a.m. Each shift with three (3) or more employees must have a Foreman.

11.12 When two (2) shifts are worked, the starting time of the second shift will be at the discretion of the employer. Each shift with three (3) or more employees must have a Foreman.

11.13 The straight time rates of pay for work performed during the second and third shift in accordance with this Article shall be a fifteen percent (15%) increase over all applicable rates. Rates of pay will be calculated as follows:

- a) Journeyman working eight (8) hours on second shift: (8 hours multiplied by straight time pay rate), then multiplied by 1.15, equals pay before taxes, based on a 5 day, 8 hour per day schedule.
- b) Journeyman working twelve (12) hours on a second shift: (8 hours multiplied by straight time pay rate, plus 4 hours multiplied by straight time pay rate, multiplied by 1½), then multiplied by 1.15, equals pay before taxes, based on a 5 day, 8 hour per day schedule.

11.14 Shift work will be considered as such only when it extends over at least three (3) continuous work days or nights, otherwise the overtime provisions shall apply.

11.15 Any shift work extending into a Saturday, Sunday or Holiday will be compensated at the applicable weekend or holiday rate after 3:00 a.m. All hours worked on any shift work schedule commencing after 9:00 p.m. on the day before a Saturday, Sunday or Holiday shall be compensated at the applicable weekend or holiday rate. To improve efficiency on a project, a Contractor may propose deviations from these rules to the Business Manager or Business Representative for the specific project for their approval or rejection. The affected employees on that project will then be notified of any approved or rejected deviations in their work schedule.

11.16 Any Employee assigned to commence a shift within six (6) hours of his having last worked shall be paid at one and one-half times the applicable rate.

#### 11.D MEAL PERIODS

11.17 A thirty (30) minute lunch period shall commence between four (4) and six (6) hours after the designated starting time. At midpoint between start time and lunch time, a paid 15-minute coffee break shall be provided. If working a ten or more hour shift, a second 15-

minute coffee break shall be provided after lunch and before the end of the shift. If abused, this condition can be revoked by mutual consent between the Business Manager and Contractor. To improve efficiency on a project, a Contractor may propose deviations from these prescribed work hours, lunch periods or break times to the Business Manager or Business Representative for the specific project for their approval or rejection. The affected employees on that project will then be notified of any approved or rejected deviations in their work schedule.

11.18 The Contractor shall furnish, on company time, to employees who are required to work longer than twelve (12) hours from the start of a shift or who are required to work longer than six (6) hours from a regularly scheduled mealtime, either a suitable hot meal or time off in which to obtain a hot meal, and the Contractor shall furnish another meal every four (4) hours thereafter for the duration of the work period

#### 11.E REPORTING PAY.

11.19 Any employee after being hired and reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the applicable rate unless the employee has been notified before leaving home not to report. Any employee who reports for work and for whom work is provided shall receive not less than one-half (1/2) shift pay at the applicable rate, and if more than one-half (1/2) shift is worked in any one day, the employee shall receive not less than a full shift's pay at the applicable rate. When an employee leaves work of his own accord, pay will be for hours worked. If an employee cannot continue work due to inclement weather or circumstances beyond the control of the Contractor and is required to leave the shop or job, pay will be for hours worked.

11.20 Any employee referred to a job who is required to live away from the employee's residence while working at such job, shall be guaranteed two hours pay at his applicable rate per day, Monday through Friday, even though no work is actually available.

#### 11.F PAY DAY

11.21 Pay day shall be once each week. Employees, whether working in a shop or in the field, shall be paid either by a check drawn on a bank in the State of Arizona or cash before the regular quitting time. Alternatively, a Contractor may elect to pay its employees by electronic transfer to any employee who voluntarily consents in writing to the procedures established by the Contractor. All provisions of this Agreement, including penalties, shall apply to electronic payment of wages except that no penalty as provided in 11.23 herein shall be assessed in the event of a bank's failure to timely credit an employee's designated bank account if the Contractor can demonstrate: 1) such failure was beyond the contractor's control (i.e., the Contractor provided timely and accurate information and directions to its bank and/or payroll service); and, 2) it immediately took all necessary and reasonable steps to effectuate cure of such failure within 24 hours (Saturdays, Sundays and Holidays excluded) of notice to the Contractor. Pay days shall in no case be more than three (3) regular working days after the period paid for. On each pay day, regardless of the method of payment, a statement shall be given showing rates, hours, overtime worked, gross pay, and all deductions, travel allowances, transportation, benefits and any other deductions from gross wages.

11.22 If an employee is laid off or discharged for cause, they will be paid in full not later than one-half hour prior to the end of that scheduled regular shift, provided the employee is available at the end of their last shift. Otherwise, the employee may request their wages to be mailed to their home or delivered to the Union Hall by 4:00 P.M. of the next regular business day. If an employee voluntarily terminates their employment, they will be paid in full not later than the end of the next regularly scheduled business day. They may request their wages to be mailed to their home or delivered to the Union Hall by the appropriate time frame. An employee upon separation of employment may agree to receive his last paycheck at the next regularly scheduled direct payroll deposit date, but such waiver must be in writing and signed by the employee.

11.23 If payroll checks are not delivered or direct deposits are not funded by regular quitting time on pay day, or upon termination (as in paragraph 11.22 above), employees will be paid for actual waiting time at one and one-half (1 1/2) times the applicable straight time rate until paid, not to exceed four (4) hours waiting time pay the first day, and eight (8) hours waiting time pay for each additional day or fraction thereof. The above may be waived at the discretion of the Business Manager for situations out of the control to the Contractor.

11.24 "Bad Checks." To reimburse employees for time lost and expense incurred, the employees shall receive an additional eight (8) hours pay at one and one-half (1½) times regular straight time at the applicable zone rate of pay or, upon arbitration, may be awarded up to 100% of the net amount of said checks as liquidated damages, whichever is greater. The Contractor shall make arrangements for employees to cash pay checks.

11.25 If any question arises over the amount paid to an employee, the Union may investigate the payroll records, including Federal Tax Form No. 941 and Unemployment Tax and Wage Report (form UC-018).

#### 11.G MISCELLANEOUS RULES.

11.26 No Contractor shall direct an employee to report for work either at the shop or on the job earlier than 15 minutes before the working day begins, or remain longer than 15 minutes after a day's work ends.

11.27 All tools shall be put away or checked into a tool room on company time. Contractors and employees will not be allowed to abuse this regulation.

11.28 Suitable ice water for drinking and sanitary drinking cups and dispensers are to be furnished at all times. Water cans shall be kept in a sanitary condition.

11.29 If an employee is requested by the Contractor to report to an off-site facility for job related orientation or training, they will be compensated at the applicable rate of pay and will be paid any mileage incurred at the approved Federal/IRS mileage rate. In no case may an employee covered by this agreement, use his own vehicle for transporting Contractor tools or materials for the Contractor during normal working hours at any time.

11.30 On all work contracted for after the effective date of this Agreement, it is agreed that all work performed by persons represented by the Union shall be done in accordance with all applicable plumbing, mechanical and sanitary codes, statutes or ordinances, and if none

is applicable, then the work done within the Union's Jurisdiction shall be in accordance with all of the provisions of the plumbing, mechanical and sanitary ordinances of the administrative authority. Variances may be made here from upon prior approval of the Area Labor Management Committee that are not consistent with the intent and purpose hereof or where government or other specifications supersede the city codes.

11.31 The Contractor, regardless of the number of employees employed, agrees to voluntarily participate and comply with the Workmen's Compensation Act and the Employment Security Act of the State of Arizona in such a manner as to make available to all employees represented by the Union, all the benefits such Acts provide.

11.32 If a reasonable drug testing program is imposed by the Contractor or by the owner or General Contractor, that requirement will be accepted by the Union, provided that the testing program is administered uniformly, and conducted by a third party certified agency. If the employee tests positive, he/she will be referred to an appropriate Employee Assistance Program. A first confirmed positive test, in and of itself, is not grounds for termination. All test results shall be maintained in a confidential manner. Any employee who tests positive shall be advised that he/she has the right to explain such positive test, accompanied by a Union Steward or Business Agent, in a confidential setting before any final decision on discipline shall be made. An employee shall not be subject to discipline for detection based solely on a drug test result detecting any substance prescribed by a medical provider unless it is a jobsite restriction imposed by a project owner, construction manager or general contractor of the jobsite; or the Contractor's insurance programs; or, a restriction under federal, state or local law and regulation. No Contractor shall deprive any employee suffering injury or disease for which insurance is required under the Workmen's Compensation Act or Occupational Disease Act of Arizona from making the initial selection of the employee's own physician to treat the injury or disease. Nothing herein shall preclude the Contractors requiring, according to law, periodic examination of the injured or ill employee who has filed a claim for compensation or benefits under either of such Acts.

11.33 Every journeyman and apprentice dispatched to work shall have at the work site those tools detailed in Exhibit 2 of this Agreement. The employer shall furnish a secure lock up area. Tools lost as a result of fire, flood, or theft involving forcible entry shall be replaced by the employer with comparable tools per the referenced list.

11.34 A Contractor may request dispatch of a Rig Welder who supplies a welding machine and lead cables. However, when no Rig Welder is available for dispatch, such request is subject to the 72-hour provisions of paragraph 3.09 only if no single hand welder is available for dispatch. A Contractor may agree to reclassify a previously dispatched welder to Rig Welder provided that written notice is provided to the Business Manager. However, no dispatched welder shall be terminated for refusing to supply a rig. Any Rig Welder employed shall receive the wages and Fringe Benefits applicable to Journeymen including premium pay for welders. Additionally, the Contractor shall be responsible for supplying all consumables and shall reimburse the Rig Welder for the cost of the rig at the maximum rate allowed by the Internal Revenue Service. The Union is entitled to review records sufficient to confirm the Contractor's compliance with these provisions.

11.35 On all jobs and in all shops at jobsites where material is warehoused, there shall be a separate division for plumbing and piping material, which shall be operated by employees covered by this Agreement, with no exceptions.

11.36 All piping, equipment and material covered by this Agreement at jobsites shall be loaded and unloaded by employees covered by this Agreement, regardless of whether power equipment is used, or whether it is loaded or unloaded by hand, with no exceptions.

11.37 All manual labor related to the work under this Agreement, including cleaning up any scrap materials, fixtures or equipment and cutting and banding holes, is the work of employees covered by this Agreement.

11.38 Except as they are limited by the terms of this Agreement, the prerogatives of the Contractors include, but are not limited to, the exclusive right to hire, promote, demote, transfer, discharge, increase or decrease the work force, select the materials to be used, determine construction methods, and to maintain the efficiency of the operation. Any of the rights, powers or authority the Contractor had prior to the signing of this Agreement are retained by the Contractor except those specifically or impliedly abridged, delegated or modified by this Agreement.

**ARTICLE 12      APPRENTICES, APPLICANTS, METAL TRADES VIRTUAL  
DESIGN and JOBBERS RULES AND RATIOS**

**12.A APPRENTICES**

12.01 The terms of employment of Apprentices, as covered by this Agreement, shall conform to the Rules and Regulations of the Joint Apprenticeship Committee of this Industry as they presently exist or as they may be altered from time to time by appropriate procedures, and as approved by the Apprenticeship Advisory Board of the Department of Economic Security.

12.02 Apprentices shall work under the direct supervision of a Journeyman, and will not work on the job alone, except third, fourth and fifth year apprentices may perform service work when generally supervised.

12.03 An Apprentice who is not a certified welder may weld only if under the direct supervision of a certified welder.

12.04 INDUSTRIAL (13.01): On any one Industrial job, there shall be one Apprentice for the first Building Trades Journeyman to the number three Journeymen; then the ratio goes to three Building Trades Journeyman to one Apprentice, and so on, all in accordance with the ratio scale next following, but at no time may a Journeyman supervise or work with more than one Apprentice.

Industrial Ratio Journeymen to Apprentices						
	3	6	9	12	15	18
Journeyman	111	111	111	111	111	111
Apprentice	111	1	1	1	1	1

12.05 COMMERCIAL (13.02 and 13.03): On any one Commercial job, there may be one Apprentice for each of the first seven Building Trades Journeyman. For every two additional Building Trades Journeymen hired beyond seven, there may be one additional apprentice. At no time may a Journeyman supervise or work with more than one Apprentice.

Commercial and Service/Applied Systems Ratio Journeymen to Apprentices						
	7	9	11	13	15	17
Journeyman	1111111	11	11	11	11	11
Apprentice	1111111	1	1	1	1	1

12.06 SERVICE/APPLIED SYSTEMS (13.04 and 13.05): The Apprentice/Journeyman ratio for Commercial work shall apply.

12.07 No Apprentice may be referred to a Contractor except where consistent with said ratio.

12.08 A Journeyman will not be replaced inconsistent with the Apprentice/Journeyman ratio.

12.09 The Arizona Pipefitting Trades Joint Apprenticeship Committee is authorized and directed to adopt such modifications or variations in the Apprenticeship program as, in its judgment, may be required to meet the requirements of the federal government in relationship to what are generally known as Affirmative Action Programs for minority hiring, or any regulations adopted by the Joint Apprenticeship Committee governing the application and selection process. Any such plans as adopted by that Committee shall be regarded as a portion of this Agreement, any variations in such plans as may from time to time be made shall be regarded with full force and effect as if they were amendments to this Agreement.

12.10 Indentured Apprentices shall not be terminated before Applicants.

## 12.B APPLICANTS

12.11 To assure an appropriate supply of qualified persons to enter the apprenticeship program, the Union shall recruit individuals to work as Applicants consistent with the rules established by the Joint Apprenticeship Committee.

12.12 An Applicant may perform the same tasks assigned to a first-year apprentice.

12.13 An Applicant counts as an Apprentice for purposes of the ratios set forth in paragraphs 12.04, 12.05 and 12.06.

## 12.C METAL TRADES

12.14 A Contractor may utilize Metal Trades classifications except on: (a) work defined as Industrial, Section 13.01, Commercial and Manufacturing Classification II, Section 13.03, Applied Systems, Section 13.04 and data processing institutions; and, (b) without regard to the type of project, to perform the following duties and work on any job: supervision, welding, medical gas installation, brazing or rigging work that requires a certificate.

12.15 On any Commercial I job (13.01) where a Contractor may use Metal Trades Journeymen under Section 12.14, the ratio of Metal Trades Journeymen to Building Trades Journeymen shall not exceed one MTJ to two BTJ.

12.16 On any Light Commercial job (13.04), the ratio of Metal Trades Journeymen including any BTJ dispatched pursuant to Sections 3.48 and 12.20 to Building Trades Journeymen, dispatched at full BTJ wage and fringe rates, shall not exceed two MTJ to one BTJ. Such ratio does not apply to Residential jobs (13.05).

12.17 On any Commercial I job (13.01) on which Metal Trades classification may be used, Section 12.14, and on any Light Commercial jobs (13.04), the ratio of Metal Trades Trainees to Building Trades Apprentices shall not exceed one to one. Such ratio does not apply on Residential jobs (13.05)

12.18 The Business Manager's discretion under Section 9.05 of this Agreement includes authority to agree to modify any restrictions on the use of Metal Trades classifications under Section 12.14 and to agree that special conditions, including work classifications, wage and fringe rates and work rules, may apply to projects covered by Section 12.14.

12.19 For each project performed with use of Metal Trades classifications, a Contractor should complete and submit to Local 469 a Notice Form not later than first requesting dispatch of employees for the work or otherwise assigning incumbent employees to the project.

12.20 A Contractor may request dispatch of Building Trades Journeymen for non-supervisory work on Light Commercial (13.04) and Residential (13.05) projects at wage rates set forth at Section 17.14. For purposes of calculating the BTJ – MTJ ratio established under Section 12.16 for Light Commercial projects, BTJs so dispatched under this section shall be deemed to be MTJ's.

#### 12.D JOBBERS

12.21 The following work tasks shall be deemed "covered work" within the meaning of Article I hereof and shall constitute the scope of work permitted to be performed by Jobbers I and II: All general labor work, manual ditch digging, truck driving, expediting, concrete removal by any means, right-of-way chipping by manual means, material handling except rigging and cranes, miscellaneous painting, cold wrapping pipe and insulation of the same, removal of scrap pipe from the jobsite, insulation and packing around sleeves, pipe chases, fire walls and maintenance of tools.

#### 12.E VIRTUAL DESIGN CONSTRUCTION TECHNICIANS

12.22 The ratio of all Virtual Design Construction Technicians dispatched from the VDCT Lists 1, 2 and 3 (3.58, 3.59 and 3.60) to Build Trades Journeymen dispatched from the Virtual Design Construction Technicians BTJ List (3.61) shall not exceed one VDCT to two BTJ VDCT.

## **ARTICLE 13 TYPES OF WORK**

### **13.A CONSTRUCTION**

**13.01 INDUSTRIAL WORK:** Power generation facilities, gas and fuel oil manufacturing and production facilities (examples: refineries, C.O. 2 plants), hazardous waste handling and disposal facilities, gas and fuel oil pumping stations, booster stations and compression stations, all pipelines serving these industrial facilities, heavy industrial plants (examples: steel mills and mines, smelters and related projects, gas turbines, cross country lines, short lines, paper and pulp mills), including underground utilities, remodel and retrofit in this category.

**13.02 COMMERCIAL AND MANUFACTURING WORK I:** Medical institutions (includes all medical gas piping), biotechnical, biomedical, medical research facilities (includes medical gas and laboratory piping of any description), institutes of higher learning, food or beverage manufacturing facilities (includes process piping and refrigerant piping of any description), data processing institutions, international airports, casinos, sport facilities and water and wastewater plants, including underground utilities, remodel and retrofit in this category.

**13.03 COMMERCIAL AND MANUFACTURING WORKII:** Semi-conductor and pharmaceutical facilities including supporting fabrication facilities, including underground utilities, remodel and retrofit in this category.

**13.04 LIGHT COMMERCIAL WORK** includes: Schools K–6, professional office buildings (including tenant improvements); travel and lodging facilities; dining and drinking establishments; fast food outlets, convenience stores, wholesale and retail shopping facilities and warehouses, entertainment and art facilities, fitness facilities, tourism facilities; parking structures; nursing homes; retirement homes, convalescent homes, swimming pools, lawn sprinkler systems, churches, auto dealerships, service centers, and garages including underground utilities, remodel and retrofit in this category.

**13.05 RESIDENTIAL WORK** includes: one or two-family dwellings; all multiple family dwelling units which are permitted to have a single exterior up to and including four stories; and townhouses, condominiums and similar dwelling structures with units stacked vertically up to and including four stories.

### **13.B SERVICE AND APPLIED SYSTEMS**

**13.06 APPLIED SYSTEMS WORK:** Applied systems work is work on Centrifugal Compressors, Helical Screw Compressors, Absorption equipment, all units and chillers with a capacity greater than 150 tons, as well as connected pumps with a horse power greater than 50, re-tubing heat exchanges, vibration analysis, dynamic balancing and all work on steam systems. Commercial Building Trades Journeymen and Apprentices when working under the direct supervision of an Applied Journeymen may work in this category with compensation for such work at the appropriate commercial scale.

**13.07 COMMERCIAL SERVICE WORK:** Commercial plumbing and refrigeration service work shall be defined as all service work not described in the applied systems

service work category and the United Association National Residential Service Agreement. This category includes service and maintenance, punch list work, cleaning, repairing, replacing and retrofit of all work installed under this Agreement. An example would be compressors under 100 ton nominal capacity. This also includes utilities that are located within the property line, and any service, remodel or retrofit in this category.

13.08 "Punch list" work is not to be interpreted as equipment replacement but refers to minor correction items. Punch list work, check, startup, testing, adjusting and balance work shall be performed by employees under this Agreement, provided that the Contractor normally and regularly performs service and maintenance work under the terms of this Agreement in Arizona.

13.09 When a service employee is directed to standby after 6:00 p.m. on any day, one (1) hour at the straight time applicable rate will be paid if no service calls are received.

13.10 When a service employee is directed to standby on a Holiday (11.08) two hours straight time will be paid if no service calls are received.

13.11 Pay for all service work performed will be for actual hours on site plus travel time from job to job at the applicable rate of pay. However, fringe benefits shall not be required for "windshield time" hours for any week in which an employee otherwise works 40 hours for which benefits are paid. (14.17)

13.12 A service supervisor may be a working employee.

13.13 Other than as stated in this Section, all other terms and conditions of this Agreement apply.

13.14 Unless it is mutually agreed upon, it is understood where company uniforms are mandatory, it is the responsibility of the Contractors to furnish such uniforms.

13.15 Upon termination of a service employee it is understood that all company property (trucks, tools, and uniforms, etc...) shall be returned to the Contractor before final pay is issued.

### 13.C VIRTUAL DESIGN CONSTRUCTION WORK

13.16 Virtual Design and Construction is the process of using computer software and related technologies such as laser scanning, robotic total station, and other computer based applications to create 3D models, fabrication drawings, field layout, and other data points for mechanical, plumbing, and HVAC systems.

### 13.D SUPERVISION

13.17 Wages for supervision shall be the applicable Building Trades Journeyman's wages and fringe benefits in Article 17 and the premium set forth in 17.07.

13.18 Ratio of Foremen: There shall be a foreman in charge of each job where three (3) employees are employed. No foreman shall supervise over ten employees. A foreman may leave a job or crew on business relating to his crew or job.

13.19 General Foreman: When there are two foremen in any one classification, there shall be a general foreman. One of the foremen may be designated the general foreman. A general foreman shall not supervise more than four foremen. A general foreman will be allowed to supervise more than one job and have a crew of men.

13.20 Superintendent: A superintendent shall be defined as an employee who has supervision over all general foremen and foremen in the respective shop or on the respective job on which employed. The categories of superintendent and area superintendent will apply only when the Contractor desires.

13.21 Requests for Supervision: All requested foremen, general foremen, area superintendents and superintendents shall be dispatched from List "1" or List "2". (3.29) All foremen, general foremen, area superintendents and superintendents must be qualified for placement on List "1" or List "2". (3.29). List "2" foremen shall be laid off before any List "1" foremen except where the Contractor has good cause or where a List "1" foreman volunteers for lay off.

13.22 Job instruction shall be relayed as follows: the superintendent shall instruct the area superintendent, the area superintendent shall instruct the general foreman, the general foreman shall instruct the foremen, and the foremen will instruct the journeymen and apprentices.

#### 13.E KEY PERSON FROM OUT-OF-STATE:

13.23 A Contractor shall be allowed to bring into Local Union 469's Jurisdiction one Key Person per Free Zone in which the Contractor has a job. Also, one such Key Person per job will be allowed in the Pay Zone when the jobs are more than the equivalent of the radius of the Free Zone miles apart.

13.24 Hours worked in Arizona by a Key Person brought in from out-of-state shall not be counted in computing their years of service for placement on the out-of-work lists.

13.25 A Key Person coming into the Jurisdiction of Local 469 from out-of-state may work with the tools or in the foreman or general foreman classification but must have prior approval from the Business Manager. This company management representative will give orders to the general foreman and/or foreman as is necessary.

13.26 Any Key Person shall advise Local 469 that he has been assigned work in Arizona.

## **ARTICLE 14 FUNDS AND BENEFITS**

### **14.A HEALTH AND WELFARE**

14.01 The terms of the Arizona Pipe Trades Agreement Health and Welfare Trust Fund, including future amendments, are incorporated herein by reference. This Trust Fund is to be administered in an absolutely non-discriminatory fashion, without regard to whether employees are or are not members of the Union. Employees, who during any month are short work hours necessary to qualify for benefits under the Trust, may be permitted to make payment to the Fund personally, subject to such rules as the Trustees may provide, so that they may continue to be eligible for benefits.

14.02 Contribution rates, due for all hours worked, are set forth in Article 17, including the amount earmarked to maintain a Health and Welfare Reimbursement Fund for Building Trades Journeymen. This Retirement Assistance Fund will pay as determined by Trustees.

14.03 There shall be a Board of Trustees of eight (8) individuals selected, four (4) by U.A. Local Union 469, and four (4) by the PAC Arizona, or its successor, to administer this Trust Fund. The Contractors and the Union Representatives shall have equal voice in making all decisions of the Board of Trustees, including any amendment of the plan itself. The Board of Trustees shall provide employees the most favorable benefits that can be obtained, either by way of self-insuring or through purchase from a reputable company for the money available.

### **14.B PENSION TRUST**

14.04 The terms of the Arizona Pipe Trades Pension Trust Agreement, including any future amendments, are incorporated herein by reference. This Trust Fund is to be administered in an absolutely non-discriminatory fashion, without regard to whether employees are or are not members of the Union.

14.05 There shall be a Board of Trustees of eight (8) individuals selected, four (4) by Local Union 469 and four (4) by the PAC Arizona, or its successor, to administer this Trust Fund. The Contractors and Union Representatives shall have equal voice in making all decisions of the Board of Trustees, including any amendment of the plan itself.

14.06 Contribution rates, due for all hours worked, are set forth in Article 17.

14.07 An employee may designate a portion of his/her wage as an additional contribution to the Arizona Pipe Trades Defined Contribution Plan, pursuant to the rules established by the Fund's Board of Trustees. Any employee who is subject to the "money follows the man" rule may elect to make voluntary 401 (k) contributions only if his/her "home local" has an active 401 (k) plan. If the Plan refunds to an employer any money deemed to have been mistakenly paid under this section, the employer shall pay from the refund any relating to amounts previously deducted from any employees' paycheck to the employee (subject to ordinary payroll deductions).

14.08 There shall be a Board of Trustees of eight (8) individuals selected, four (4) by Local Union 469 four (4) by the PAC Arizona, or its successor, to administer this Defined Contribution Pension Plan. The Contractors and Union representatives shall have equal

voice in making all decisions of the Board of Trustees, including amendment of the plan itself. Further, the eight (8) persons thus selected shall be, at all times, the same persons selected as Trustees of the Arizona Pipe Trades Pension Trust Fund.

#### 14.C P.I.P.E. TRUST or its Successor.

14.09 Each Contractor covered by this Agreement shall contribute, for all hours worked, pursuant to the contribution rates set forth in Article 17. Additional money may be contributed by the Contractors as needed per P.I.P.E. Trustees.

14.10 The amount retained by P.I.P.E. or its successor shall be held by it for the purpose of assisting and aiding the plumbing and pipefitting industry and of continuing the high degree of skill which it now enjoys; of counseling and advising and rendering such other assistance to the parties to this Agreement which will aid and facilitate efforts to effectuate high standards in the industry; of meeting with representatives of public and quasi-public bodies or groups with other groups or associations in the construction industries and allied fields; of acquainting the public at large with work of the plumbing and pipefitting industries; and of fostering good public relations.

#### 14.D JOINT APPRENTICESHIP COMMITTEE

14.11 The terms of the Arizona Pipe Trades Joint Apprenticeship Committee, including any future amendments, are incorporated herein by reference. This Trust Fund is to be administered in an absolutely non-discriminatory fashion, without regard to whether employees are or are not members of the Union. Contribution rates, due for all hours worked, are set forth in Article 17.

14.12 Each Contractor covered by this Agreement shall contribute \$.10 per hour for all hours worked by all employees, to be paid the International Training Fund.

#### 14.E GENERAL RULES ON PAYING CONTRIBUTIONS

14.13 Fringe Benefits are due on the 5th day of each month and delinquent if not transmitted by the 15th day of each month. Any Contractor which does not file and pay contributions by electronic means established by the fund administrator shall pay each month a service charge of the greater of \$50.00 or the amount equal to \$25.00 per individual reported which shall be paid to the Joint Apprenticeship Committee.

14.14 All Fringe Benefits shall be reported and paid in full. When employees are withdrawn from the job because of fringe benefits not being paid, they shall be paid wages, etc..., as set forth in paragraph 17.19.

14.15 The terms of all Agreements referred to herein, together with all amendments heretofore made or hereafter made, shall be deemed incorporated herein. Such agreements shall include liquidated damages and other provisions of enforcement.

14.16 The terms "each hour worked," and "all hours worked" as used to describe the duty to pay fringe benefit contributions, includes all hours for which an employee is paid except as noted below.

14.17 For service work (13.04 and 13.05), fringes are not due for "windshield time" worked over 40 hours within a work week. (13.09).

14.18 If a Contractor desires to voluntarily pay a bonus not directly related to work performed to an employee, the Contractor contemporaneously shall maintain records reflecting the nature of such payments and shall designate the voluntary nature of such payments on the employee's weekly payroll statement.

14.19 Contributions shall be paid for any employee performing covered work, but not properly hired under the Hiring Hall procedures established under this Agreement, at the applicable Building Trades Journeyman rate.

14.20 Contributions shall be paid for overtime hours, weekend and holiday hours and shift work at the same rate applicable to straight time hours.

14.21 A Contractor may not discharge its obligation to pay fringe benefit contribution by any alternative method or scheme including paying the amount of the contributions on the employee's check or providing alternative benefits.

14.22 When a Contractor is performing work under a TERO Agreement, the Contractor upon giving prior written notice to the Union may pay the amount owed for contributions on an eligible employee's check if so required by the TERO Agreement and requested by the eligible employee provided the Contractor contemporaneously maintains records reflecting the status of such employees. (3.13 regarding Hiring Hall) An employee is eligible to make such request provided he has not had more than 300 hours of covered work reported to the funds by signatory Contractors within the prior two (2) years.

14.23 Any action to collect delinquent contributions or to compel an audit, including any brought by a third-party beneficiary to this Agreement must be brought within the six-years of discovery of the delinquency.

14.24 Any action to recover mistakenly made contributions must be brought no later than thirty-six (36) months from the date the payment was made to any trust fund which is a third-party beneficiary to this Agreement.

#### 14.F BONDING

14.25 Employers are required to provide an Employer Surety Bond. A newly signed Contractor must supply a bond within 30 days of the date the Union first dispatches an employee under this Agreement.

14.26 Each Contractor having employees shall furnish an Employer's Surety Bond in such a form as is satisfactory to the Area Labor Management Committee. The amount of the Bond is to be based upon the average number of employees the Contractor employs on a quarterly basis. For each increment of five Journeymen or Apprentices the penal sum of the bond shall be \$10,000. In situations where a Contractor substantially increases the number of employees, the Business Manager shall have discretion to set the bond amount.

14.27 Such Bond shall be furnished to the Union and made payable for the use and benefit of the employees and any other party to whom wages or other benefits are to be paid under

the terms of this Agreement, to assure payment of such wages and benefits, together with reasonable expenses incurred in the collection thereof.

14.28 Money recovered on any bond shall be first used to pay any unpaid wages, then used to pay any amounts owed to the Arizona Defined Contribution Pension Fund, then used to pay any amounts deducted from wages for dues but not remitted to the Union then, if any amount remains, used to pay on a pro rata basis all other amounts due under this Agreement.

#### 14.G PAYROLL DEDUCTIONS

14.29 Each Contractor shall deduct from the pay of all Local 469 referred employees covered by this Agreement or any supplement or addendum hereto, who shall execute an appropriate assignment and check-off authorization, a flat percentage of his/her gross weekly earnings as agreed upon by the Union Membership for membership dues.

14.30 Such deductions shall be made for each pay period and the Contractor will remit the same, along with a list of the names of each employee and the amount deducted from each employee, to the Union. Such remittances are to be included on the reporting form referred to in paragraph 14.13, and included in the same payment of fringe benefits. Said assignment and check-off authorization shall be on a form, as required by 29 U.S.C. § 186 (c) (4), containing substantially the following language:

#### WORKING DUES CHECK-OFF AUTHORIZATION FORM

I hereby authorize and direct the above-named employer and any employer signatory to the Arizona Area Pipe Trades Agreement for whom I work to deduct each week from my pay as my union working dues and assessments an amount equal to a flat percentage of his/her gross weekly earnings agreed upon by the Union Membership.

These deductions shall be made from all wages earned and for all hours worked by me while working in the State of Arizona upon referral from the Union. (I RECOGNIZE THAT I SHALL BE RESPONSIBLE TO PAY DIRECTLY TO LOCAL 469 THE FIXED AMOUNT OWED AS BASE DUES IN ADDITION TO THAT CHECKED-OFF BY MY EMPLOYER.)

This authorization shall be irrevocable for one year from the execution date hereof or until the expiration of the applicable contract between the employer and the Union, whichever is the lesser, and shall automatically renew itself for successive yearly or contract periods, whichever is the lesser, unless I give written notice to the Union and to the Employer, prior to the expiration of the applicable yearly or contract period, of my desire to revoke the same, in which event the revocation shall be effective as of the last day of such applicable yearly or contract period.

14.31 Each Contractor shall deduct from the pay of any Local 469 referred employees covered by this Agreement or any supplement or addendum hereto, who executes an appropriate assignment and check-off authorization form designating a flat percentage of

his/her gross weekly wages to be deducted and transmit the total amount deducted to the Local 469 Political Action Committee or its designee or successor. Such deductions shall be submitted together with the payment of fringe benefits.

## **ARTICLE 15 SEPARABILITY**

15.01 To the best knowledge and belief of the parties, this Agreement now contains no provision which is contrary to Federal or State law or regulation. Should, however, any provision of this Agreement at any time during its life be in conflict with Federal or State law or regulation, then such provision shall continue in effect only to the extent permitted. In the event of any provision of this Agreement, thus being held inoperative, the remaining provisions of this Agreement shall, nevertheless, remain in full force and effect.

## ARTICLE 16 TERM AND TERMINATION

16.01 The length of this Agreement will be one year, beginning July 1, 2020, and ending June 30, 2021. This Agreement shall be opened by mutual agreement of the Union and PAC-Arizona, July 1, 2018, and July 1, 2019. The Union and PAC-Arizona may mutually consent to meet and agree to modifications to the Agreement. Any amendment made hereto or changes made under this paragraph during the life of the Agreement shall be binding upon all Contractors.

16.02 Either of said parties desiring to terminate the Agreement or change the terms shall notify the other party in writing not less than 60 days prior to June 30, 2021. If such notice is not given, this Agreement shall be renewed for the period from July 1, 2021, to June 30, 2022, and from year to year thereafter until terminated at the end of a yearly period by notice, in writing, of either party to this Agreement, direct to the other, not less than sixty (60) days before the end of such yearly period. Any Contractor to this Agreement, not a member of PAC-Arizona, may also terminate this Agreement by giving sixty (60) days-notice to the Union in advance of its expiration, and it may then advise the Union of its desire to deal individually with it for the future period. Otherwise, such a Contractor shall be assumed to have designated PAC-Arizona as his bargaining representative for purposes of the next succeeding contract.

16.03 Either the Union or PAC-Arizona may open the Agreement for purposes of reviewing wage rates or contribution rates to the various Trust Funds. However, without otherwise reopening the Agreement, PAC-Arizona, not less than 45 days prior to the anniversary date of this Agreement, may propose increases to the PIPE contribution rate for years 2 and 3 of the Agreement and the Union shall not unreasonably reject such proposals.

16.04 To open the Agreement, a party must give written notice of its intent to the other between May 1, 2021, and June 15, 2021.

16.05 If either party opens the Agreement, both parties shall meet at reasonable times and confer in good faith. Neither party shall be obligated to discuss or agree to change any existing term and condition of employment except wage rates and contribution rates to the various Trust Funds. Both parties shall honor reasonable requests for information relevant to its bargaining proposals and posture.

16.06 The wage rates established by Article 17 and the trust fund contribution rates established by Article XV, shall remain in effect unless and until the Union and PAC-Arizona agree to a change, pursuant to the terms of this Article. PAC-Arizona and each Contractor shall not be entitled to unilaterally implement new wage rates or contribution rates. PAC-Arizona and each Contractor shall refrain from taking any action to lock-out the employees represented by the Union as an economic tool for bargaining. The Union shall refrain from engaging in any strike or slowdown activity as an economic tool for bargaining. All provisions contained in this paragraph relate to contract review and openers.

16.07 As this Agreement is for one year, the second sentence of 16.01 pertaining to formal reopening of the Agreement, sections 16.03, 16.04, 16.05 and 16.06 shall not apply during this one-year agreement.

## **ARTICLE 17 WAGE AND FRINGE BENEFIT SCHEDULE**

### **17.A BUILDING TRADES JOURNEYMAN WAGE AND FRINGE BENEFIT RATES**

**17.01 Building Trades Journeymen Commercial I (13.02) and Commercial Service (13.05):** Except for as provided in paragraph 17.02 and 17.03, the following wage rates and fringe benefit contribution rates shall apply:

<b>Effective</b>	<b>Wage</b>	<b>H&amp;W</b>	<b>HRA</b>	<b>DBP</b>	<b>DCP</b>	<b>JAC</b>	<b>PIPE</b>	<b>INTL</b>	<b>Total Package</b>
7/1/2020	\$39.75	\$7.15	\$1.00	\$3.65	\$4.25	\$1.10	\$0.30	\$0.10	\$57.30

**17.02 Work performed in Pima, Santa Cruz, Cochise and Graham Counties and at the Pinal Airpark:** For work performed in Pima, Santa Cruz, Cochise and Graham Counties and at the Pinal Airpark, the same wage rates and fringe benefit contribution rates shall apply for all classifications except that the wage rate for Building Trades Journeymen Commercial I and Commercial Service shall be \$37.50.

**17.03** For Commercial Service Work (13.05), a Contractor shall pay the hourly wage and fringe package set forth in paragraph A for any employee who is dispatched at that rate, regardless of the site of the work. Fringes are not due for “windshield time” worked over 40 hours within a work week. See, 14.17.

**17.04 Building Trades Journeymen Commercial II (13.03):** The following wage rates and fringe benefit contribution rates shall apply:

<b>Effective</b>	<b>Wage</b>	<b>H&amp;W</b>	<b>HRA</b>	<b>DBP</b>	<b>DCP</b>	<b>JAC</b>	<b>PIPE</b>	<b>INTL</b>	<b>Total Package</b>
7/1/2020	\$40.15	\$7.15	\$1.00	\$3.65	\$4.25	\$1.10	\$0.30	\$0.10	\$57.70

**17.05 Building Trades Journeymen Industrial Construction (13.01) and Applied Systems (13.04):** The following wage rates and fringe benefit contribution rates shall apply:

<b>Effective</b>	<b>Wage</b>	<b>H&amp;W</b>	<b>HRA</b>	<b>DBP</b>	<b>DCP</b>	<b>JAC</b>	<b>PIPE</b>	<b>INTL</b>	<b>Total Package</b>
7/1/2020	\$45.50	\$7.15	\$1.00	\$3.65	\$4.25	\$1.10	\$0.30	\$0.10	\$63.05

17.06 In addition to the wage rates stated in 17.01 through 17.05, a Building Trades Journeyman performing ferrous, non-ferrous metal and alloy welding who is certified under any applicable U.A., City, County, State, P.I.P.E, AWS or ASME standard shall receive premium pay for all hours worked on any shift during he/she performs welding. The premium for Commercial I (13.02) and Commercial II (13.03) classifications is \$0.75 per hour. The premium for the Industrial classification (13.01) is \$1.50 per hour.

17.07 In addition to the wage rates stated in 17.01 through 17.07, the following supervisor premiums (13.14 – 13.19) apply:

		<b>Certified</b>
Foreman	\$3.50	\$4.50
General Foreman	\$4.50	\$6.00
Superintendent	\$6.00	\$7.50

To qualify as a certified supervisor, one must meet standards established by the Productivity Committee. 5.05

## **17.B BUILDING TRADES APPRENTICE WAGE AND FRINGE BENEFITS**

17.08 Contractors shall pay Building Trades Apprentices (12.01) the following wage rates:

<b>Building Trades Apprentice</b>	<b>Percentage of Comm I (17.01) Journeyman Wage Rate</b>	<b>Dollar Amounts for Commercial I and II, Commercial Service and Applied Systems</b>	<b>Dollar Amounts for Industrial</b>
First Year	45%	\$17.90	\$23.90
Second Year	50%	\$19.90	\$25.90
Third Year	55%	\$21.90	\$27.90
Fourth Year	60%	\$23.90	\$29.90
Fifth Year	65%	\$25.90	\$31.90

17.09 In addition to the wage rates stated in 17.15, Contractors shall pay the premiums set forth in 17.06 to qualified apprentices.

17.10 Contractors shall pay the following fringe benefit contributions for apprentices.

<b>H&amp;W</b>	<b>HRA</b>	<b>DBP</b>	<b>DCP</b>	<b>JAC</b>	<b>PIPE</b>	<b>ITF</b>	<b>TOTAL</b>
\$7.15	\$0.50	\$2.70	\$1.00	\$0.75	\$0.30	\$0.10	\$12.50

#### 17.C BUILDING TRADES APPLICANT AND JOBBER WAGE AND FRINGE BENEFITS

17.11 Contractors shall pay the following wage rates and fringe benefit contributions for applicants (12.11) and jobbers (12.21):

	<b>Wage</b>	<b>H&amp;W</b>	<b>DCP</b>	<b>Total Package</b>
Applicant	\$16.00	\$7.15	\$ -	\$23.15
Jobber 1	\$14.00	\$7.15	\$ -	\$21.15
Jobber 2	\$14.00	\$7.15	\$0.50	\$21.65

#### 17.D VIRTUAL CONSTRUCTION DESIGN TECHNICIANS WAGE AND FRINGE BENEFITS

17.12 Contractors shall pay the following minimum wage rates and fringe benefit contributions for Virtual Design Construction Technicians:

	<b>Wage</b>	<b>H&amp;W</b>	<b>HRA</b>	<b>DCP</b>	<b>JAC</b>	<b>PIPE</b>	<b>INTL</b>	<b>Total Package</b>
VDCT-1	\$17.00	\$7.15	\$0.00	\$1.00	\$0.50	\$0.30	\$0.10	\$26.05
VDCT-2	\$23.00	\$7.15	\$0.00	\$1.00	\$0.50	\$0.30	\$0.10	\$32.05
VDCT-3	\$29.00	\$7.15	\$1.00	\$1.00	\$0.50	\$0.30	\$0.10	\$39.05

17.13 Any Building Trades Journeyman assigned to perform Virtual Design Construction Work shall receive the applicable Building Trades Journeyman package.

#### 17.E METAL TRADES WAGE AND FRINGE BENEFITS

17.14 Building Trades Journeymen who elect dispatch from the metal trades list, Section 3.48 receive applicable Journeyman fringe benefits package (Section 17.01) and minimum wage of \$27.00 per hour. Building Trades Journeymen designated as Foreman receive applicable Journeyman wage, including Foreman premium, and fringe benefits package.

17.15 Except as noted in 17.14, persons dispatched pursuant to the Metal Trades Hiring Hall lists (3.49 and 3.50) shall receive the following applicable wage and fringe benefit package.

<b>Metal Trades</b>	<b>Wage</b>	<b>H&amp;W</b>	<b>DCP</b>	<b>JAC</b>	<b>PIPE</b>	<b>ITF</b>	<b>Total Package</b>
<b>Journeyman With License</b>	\$21.00	\$7.15	\$1.00	\$0.50	\$0.30	\$0.10	\$30.05
<b>Journeyman Without License</b>	\$17.00	\$7.15	\$1.00	\$0.50	\$0.30	\$0.10	\$26.05
<b>Residential Trainee</b>	\$15.00	\$7.15	\$0.50	\$0.50	\$0.30	\$0.10	\$23.55

## 17.F ZONE AREAS

17.16 Zone Areas: Base points shall be: Phoenix - the intersection of Central Avenue and Washington Street; Tucson, Sierra Vista, Nogales, Casa Grande, Florence, Chinle, Flagstaff, Yuma, Kingman, Prescott, Havasu City and Winslow - the main Post Office building in each city.

17.17 The "Free Zone" (Zone No. 1) from Phoenix shall be a 50-mile radius from the stated base point. The Free Zone from Tucson, Sierra Vista, Nogales, Casa Grande, Florence, Chinle, Flagstaff, Yuma (with the exception of the proposed Yuma Refinery), Kingman, Prescott, Havasu City and Winslow shall be a 50-mile radius from the stated base point. Any work contracted for outside of these Free Zones will be determined from the Phoenix base point. In addition, the following shall be Free Zone areas: Holbrook (with the exception of Cholla Generating Station), St. Johns (with the exception of Coronado Generating Station), Springerville (with the exception of the Springerville Generating Station), and Show Low. The Free Zone area will include a 50-mile radius from the center of town. Projects bid under National Agreements within these areas will continue to be paid at the rates designated by the corresponding National Agreement.

17.18 The Business Manager may establish other Free Zones when he deems it necessary.

17.19 If an employee established residence for a 3-month period in any one of these Cities, the City named shall thereafter become for the employee a basing point for a Free Zone. An employee shall be regarded as having taken up residence, for purposes of this paragraph, only if the employee actually terminated the employee's residence and no longer maintains a home at the location from which the employee originated.

17.20 When the Contractor furnishes suitable daily transportation to and from the job and pays travel, travel time shall be calculated on the basis of the Free Zone scale. In this case, the car allowance shall not apply.

Where suitable food and lodging is not available outside the Free Zone within 15 miles of the jobsite, the following travel allowance shall be paid: a car allowance of the amount allowed by the Internal Revenue Service per day, each way, to the closest point of ample food and lodging, and straight time pay at the employee's applicable rate of pay between the jobsite and employee's place of lodging. The travel time will be based on a safe speed of travel over existing roads, safe speed to be determined by the Business Manager and the Contractor. The word "allowance" as used herein is the amount allowed by the Internal Revenue Service. Outside the free zone the Contractor will pay a per diem of \$75.00 per day for all days worked.

## 17.G MISCELLANEOUS

17.21 Parking Expenses: Employees shall be reimbursed for parking expenses upon presentation of a validated parking ticket covering working hours, except when the Contractor provides transportation, which may include a light rail pass for jobs within 4 blocks of a light rail station, and/or parking.

17.22 DAVIS-BACON JOBS: If higher than those provided herein, the wages, fringes and conditions for employees on federal Davis-Bacon jobs in the Union's jurisdiction performed after the effective date of this Agreement will be those wages, fringes and conditions as such were required by the appropriate federal regulation set at the time the particular job was bid; and such wages, fringes and conditions shall continue in effect throughout the length of the job, plus all later increases in fringe benefits.

17.23 The parties agree that the earned paid sick leave requirements of the 2016 Arizona Proposition 206 known as the Fair Wages and Healthy Family Act, as codified in Arizona Revised Statutes §§ 23-371 through 380 are expressly waived and no provision thereof shall apply to individuals working in employment covered by this Agreement.

## ARTICLE 18 SIGNATURES

18.01 Any Contractor becoming a member of PAC-Arizona at a time subsequent to the execution of this Agreement shall as a condition of membership, automatically be bound by and a party to this Agreement.

18.02 Whenever utility or specialty Contractors, are signatory to this Agreement, they may sign a separate form designed for utility or specialty Contractors agreeing that the employees furnished will be limited to performing work for this specialty.

18.03 In accordance with traditional practices in the area, parties realize that this Agreement in fact may be utilized by the Union and Contractors not members of PAC-Arizona. If this Agreement is so utilized, then all of its terms will be equally applicable to users.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

### PLUMBING AND AIR CONDITIONING CONTRACTORS OF ARIZONA

By: \_\_\_\_\_

  
MATTHEW C. DEWITT  
CHAIRMAN, NEGOTIATING COMMITTEE

### UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA LOCAL UNION NO. 469

By: \_\_\_\_\_

  
DOUGLAS ANDERSON, PRESIDENT

By: \_\_\_\_\_

  
AARON BUTLER, BUSINESS MANAGER

## **SCHEDULE A (Work Covered)**

### **THE FOLLOWING IS THE WORK COVERED BY THIS AGREEMENT**

1. All piping for plumbing, water, waste, floor drains, drain grates, supply, leader, soil pipe, grease traps, sewerage and vent lines, all sewer piping from the building to the property lines and from the building to cesspools and septic tanks, wherever located.
2. All piping for water filters, water softeners, water meters and the setting of same.
3. All cold, hot, and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above-mentioned equipment.
4. All water services from mains to buildings, including water meters and water meter foundations.
5. All water mains from whatever source, including branches and fire hydrants, etc...
6. All down spouts and drainage areas, soil pipe catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, leeching fields, cesspools, water storage tanks, etc...
7. All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and washrooms, shower stalls, etc...
8. All bathroom, toilet room, and shower room accessories, i.e.; towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc...
9. All lawn sprinkler work, including piping, fittings, and lawn sprinkler heads.
10. All sheet lead lining for X-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipe fitting industry.
11. All fire stand pipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories, and all piping for sprinkler work of every description.
12. All block tin coils, carbonic gas piping for soda fountains and bars, etc...
13. All piping for railing work, racks of every description, whether screwed or welded.
14. All piping for pneumatic vacuum cleaning systems of every description.
15. All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil, or gas, used in connection with railway motor cars, and railway locomotives.
16. All marine piping, and all piping used in connection with ship building and ship yards.

17. All power plant piping of every description.
18. The handling, assembling, and erecting of all economizers and super heaters, regardless of the mode or method of making joints, hangers, and erection of the same.
19. All internal and external piping on boilers, heaters, tanks, and evaporators, water legs, water backs, and water grates, boiler compound equipment, etc...
20. All soot blowers and soot collecting piping systems.
21. The setting, erecting and piping for all smoke consuming and smoke washing and regulating devices.
22. The setting, erecting, calibration, and piping of instruments, measuring devices, thermostatic controls, gauge boards, and other controls used in connection with power, heating, refrigerating, air conditioning, manufacturing, mining, and industrial work.
23. The setting and erecting of all boiler feeder water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers, and all piping for same in power houses, distributing, and boosting stations, refrigeration, bottling, distilling, and brewing plants, heating, ventilating and air conditioning systems.
24. All piping for artificial gases, natural gases, and holders and equipment for same, chemicals, minerals, and byproducts and refining of same, for any kind and all purposes.
25. The setting and erecting of all underfeed stokers, fuel burners, and piping, including gas, oil, power fuel, hot and cold air piping, and all accessories and parts of burners and stokers, etc...
26. All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc...
27. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, and mixing devices, and piping thereto of every description.
28. The setting, erecting and piping of all cooling units (pumps, reclaiming systems, and appurtenances) in connection with transformers and piping to switches of every description.
29. All fire extinguishing systems, and piping, whether by water, steam, gas, or chemical, fire alarm piping, and control tubing, etc...
30. All piping for sterilizing, chemical treatment, deodorizing, and all cleaning systems of every description, and laundries for all purposes.
31. All piping for oil or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc...

32. All piping for power or heating purposes, either by water, air, steam, gas, oil, chemicals, or any other methods.
33. All piping, setting, and hanging of all units and fixtures for air conditioning, cooling, heating, roof cooling, refrigerating, ice making, humidifying, dehumidifying, dehydrating, by any method, and the charging, testing and servicing of all work after completion.
34. All pneumatic tube work and all piping for carrying systems by vacuum, compressed air, steam, water, or any other method.
35. All piping to stoves, fire grates, blast and heating furnaces, ovens, driers, heaters, oil burners, stokers and boilers, and cooking utensils, etc., of every description.
36. All piping in connection with central distributing filtration treatment stations, boosting stations waste and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, and aeration basins.
37. All process piping for refining, manufacturing, industrial, and shipping purposes, of every charter and description.
38. All air piping of every description.
39. All temporary piping of every description in connection with building and construction work, excavating, and underground construction.
40. The laying out and cutting of all holes, chases, and channels, the setting, and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduits and boxes, used in connection with the Pipefitting industry.
41. The handling and setting of boilers, setting of soot blowers, and attaching of all boiler trimmings.
42. All pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts, and water lines, and booster stations of every description.
43. All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints, or any other mode or method of making joints in connection with the pipefitting industry.
44. Laying out, cutting, bending, and fabricating of all pipe work of every description, by whatever mode or method.
45. All methods of stress relieving of all pipe joints made by every mode or method.
46. The assembling and erecting of tanks used for mechanical manufacturing, or industrial purposes, to be assembled with bolts, packed, or welded joints.

47. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the Pipefitting industry.
48. The operation, maintenance, repairing, servicing, and dismantling of all work installed by Journeymen represented by the Unions.
49. All piping for cataracts, cascades, i.e.; artificial water falls, make-up water fountains, captured waters, water towers, cooling towers, and spray ponds, used for industrial manufacturing, commercial, or for any other purposes.
50. Piping herein specified means pipe made from metals, tile, glass, rubber plastics, wood, or any other types of materials or products manufactured into pipe, usable in the Pipefitting industry, regardless of sizes or shapes.
51. Solar systems of all descriptions and supports for same shall be handled per the United Association Agreement of June 23, 1976 regarding solar systems.
52. The installing and handling of all pipe supports and bases, tank supports and panel supports, in connection with the Pipefitting industry shall be installed by U.A. members.
53. Service and maintenance, punch list work, cleaning, repairing, replacing, retrofit, checking, start-up testing, adjusting and balancing, purity and contamination testing. When the contract requires, independent 3rd party certification or testing is permissible.
54. All loading and unloading of any material and/or equipment used for core drilling shall be loaded and unloaded by employees covered by this Agreement.
55. All information required for the preparation of shop drawings, spool drawings and or field sketches, whether manually drawn or computer assisted, used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches.

## EXHIBIT 1: STANDARD FOR EXCELLENCE

### MEMBER AND LOCAL UNION RESPONSIBILITIES:

To ensure the **UA Standard for Excellence** platform

meets and maintains its goals, the Local Union Business Manager, in partnership with his implementation team, including shop stewards and the local membership, shall ensure all members:

- Meet their responsibilities to the employer and their fellow workers by arriving on the job ready to work, every day on time (Absenteeism and tardiness will not be tolerated.)
- Adhere to the contractual starting and quitting times, including lunch and break periods (Personal cell phones will not be used during the workday with the exception of lunch and break periods.)
- Meet their responsibility as highly skilled craftworkers by providing the required tools as stipulated under the local Collective Bargaining Agreement while respecting those tools and equipment supplied by the employer
- Use and promote the local union and international training and certification systems to the membership so they may continue on the road of lifelong learning, thus ensuring UA craftworkers are the most highly trained and sought-after workers
- Meet their responsibility to be fit for duty, ensuring a zero-tolerance policy for substance abuse is strictly met
- Be productive and keep inactive time to a minimum
- Meet their contractual responsibility to eliminate disruptions on the job and safely work towards the on-time completion of the project in an auspicious manner
- Respect the customers' property (Waste and property destruction, such as graffiti, will not be tolerated.)
- Respect the UA, the customer, client and Contractor by dressing in a manner appropriate for our highly skilled and professional craft (offensive words and symbols on clothing and buttons are not acceptable.)
- Respect and obey employer and customer rules and policies
- Follow safe, reasonable and legitimate management directives

### EMPLOYER AND MANAGEMENT RESPONSIBILITIES:

Signatory Contractors have the responsibility to manage their jobs effectively, and as such have the following responsibilities under the **UA Standard for Excellence**.

- Replace and return to the referral hall ineffective Superintendents, General Foremen, Foremen, Journeyworkers and Apprentices
- Provide worker recognition for a job well done
- Ensure that all necessary tools and equipment are readily available to employees
- Minimize workers' downtime by ensuring blueprints, specifications, job layout instructions and material are readily available in a timely manner
- Provide proper storage for Contractor and employee tools
- Provide the necessary leadership and problem-solving skills to jobsite supervision
- Ensure jobsite leadership takes the necessary ownership of mistakes created by management decisions
- Encourage employees, but if necessary, be fair and consistent with discipline
- Create and maintain a safe work environment by providing site specific training, proper equipment and following occupational health and safety guidelines
- Promote and support continued education and training for employees while encouraging career building skills
- Employ an adequate number of properly trained employees to efficiently perform the work in a safe manner, while limiting the number of employees to the work at hand, thereby providing the customer with a key performance indicator of the value of the **UA Standard for Excellence**
- Treat all employees in a respectful and dignified manner, acknowledging their contributions to a successful project
- Cooperate and communicate with the job steward

### PROBLEM RESOLUTION THROUGH THE UA STANDARD FOR EXCELLENCE POLICY:

Under the **UA Standard for Excellence** it is understood, that members through the local union, and management through the signatory Contractors, have duties and are accountable in achieving successful resolutions.

### MEMBER AND LOCAL UNION

#### RESPONSIBILITIES:

- The local union and the steward will work with members to correct and solve problems related to job performance.
- Job stewards shall be provided with steward training and receive specialized training with regard to the **UA Standard for Excellence**.
- Regular meetings will be held where the job steward along with UA supervision will communicate with the management team regarding job progress, work schedules, and other issues affecting work processes.
- The job steward shall communicate with the members about issues affecting work progress.
- The business manager or his delegate will conduct regularly scheduled meetings to discuss and resolve issues affecting compliance of the **UA Standard for Excellence** policy.
- The steward and management will attempt to correct such problems with individual members in the workplace.
- Individual members not complying with membership responsibility shall be brought before the Local Union Executive Board, which will address such members' failure to meet their obligation to the local and the UA, up to and including filing charges. The local union's role is to use all available means to correct the compliance problem.

#### EMPLOYER AND MANAGEMENT

#### RESPONSIBILITIES:

- Regular meetings will be held where the management team and UA Supervision will communicate with the job Steward regarding job progress, work schedules, and other issues affecting the work process.
  - Management will address concerns brought forth by the steward or UA Supervision in a professional and timely manner.
  - A course of action shall be established to allow the job steward and/or UA supervision to communicate with higher levels of management in the event there is a breakdown with the responsible manager.
  - In the event that the employee is unwilling or unable to make the necessary changes, management must make the decision whether the employee is detrimental to the **UA Standard for Excellence** platform and make a decision regarding his/her further employment.
- #### ADDITIONAL JOINTLY SUPPORTED METHODS OF PROBLEM RESOLUTION:
- In the event an issue is irresolvable at this level, the local or the Contractor may call for a contractually established labor management meeting to resolve the issues.
  - Weekly job progress meetings should be conducted with job Stewards, UA Supervision and management.
  - The local or the Contractor may involve the customer when their input is prudent in finding a solution.
  - Foremen, General Foremen, Superintendents and other management should be educated and certified as leaders in the **UA Standard for Excellence** policy.

EXHIBIT 2 TOOL LIST

**U.A. LOCAL 469  
TOOL LIST**

QUANTITY	DESCRIPTION OF ITEM
1	TOOL BOX OR CANVAS BAG (18")
2	14" PIPE WRENCH
1	12" ADJUSTABLE WRENCH
1	8" ADJUSTABLE WRENCH
1	#15 TUBE CUTTER
1	#20 TUBE CUTTER
1	PENCIL REAMER
1	SIDE CUTTING PLIERS
1	6 IN 1 SCREWDRIVER
1	TORPEDO LEVEL
1	25' TAPE MEASURE
1	20 OZ. STRAIGHT CLAW OR BALL PEEN HAMMER
1	STRIKER
1	ALLEN WRENCH SET (8 KEY SET)
1	CHALK BOX WITH PLUMB BOB
1	440 CHANNEL LOCK
1	420 CHANNEL LOCK
1	3/8" RATCHET DRIVE WITH 9 SOCKETS
1	PAIR OF TIN SNIPS

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