

WORKING AGREEMENT

By  
and  
Between

Mechanical Contractors Association  
of Indiana, Inc.  
Fort Wayne Area

and

Plumbers & Steamfitters  
Local No. 166  
Fort Wayne, Indiana

June 1, 2012 - May 31, 2015

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**UNITED ASSOCIATION LOCAL UNION NO. 166  
2012 TO 2015 LABOR AGREEMENT**

It is mutually understood and agreed that the Public can best be served and progress maintained and furthered in the Plumbing and Pipefitting Industry only if there is a sound, reasonable and harmonious working arrangement between the Employer and the Union. This Agreement, therefore, is made and entered into by and between the Mechanical Contractors Association of Indiana, Inc., Fort Wayne Area (Hereinafter referred to as "Association"), acting for and on behalf of its members and other contractors represented by the Association (such members and contractors hereinafter referred to as "Employer") and Plumbers and Steamfitters Local Union No. 166 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada (hereinafter referred to as "Union").

ARTICLE I  
**RECOGNITION**

Section 1.1 Employer represents that it is an Association of Employers and that its members, each of whom has executed the authorization attached hereto and made a part hereof as Exhibit "A" have agreed to be bound by representatives to enter into this Agreement, and have authorized its duly selected bargaining representatives, as shown on Exhibit "B", to enter into this Agreement in their behalf and on behalf of the Association. Whenever the term "Employer" is used hereinafter, it shall be deemed to mean the Employer in Exhibit "A"

Section 1.2 The term "Employee", as used in this Agreement, shall include Journeymen, Apprentices, and Pre-Apprentices and applies to all individuals doing the work set out under Article VII, Section 7.1 and the attached Appendix A, regardless of title. The term "Employee" does not include individuals occupying the positions of watchmen, guards, professional engineers, clerks, or supervisors, as defined in the National Labor Relations Act.

ARTICLE II  
**LENGTH & PURPOSE OF AGREEMENT**

Section 2.1 This Agreement made this 1st day of June 2012 and shall be effective from June 1, 2012 to May 31, 2015

Section 2.2 This Agreement is for the purpose of securing at all times a sufficiency of skilled Journeymen and Apprentices, and Helpers at fair wage rates, thereby preventing waste and unnecessary expenses, annoyance or delay, and for the advancement of the interest of the Employers, Employees and the Public.

ARTICLE III  
**GEOGRAPHICAL JURISDICTION**

Section 3.1 This Agreement shall apply to each Employer while it employs an Employee performing work described in Appendix "A" within the following geographical area: Adams, Allen, Blackford, Dekalb, Elkhart, Grant, Huntington, Kosciusko, LaGrange, Noble, Steuben, Wabash, Wells and Whitley Counties, and any additional areas awarded to the Union by the United Association.

ARTICLE IV  
**ECONOMIC PACKAGE**

Section 4.1 Journeyman

	<u>6/1/12</u>	<u>6/1/13</u>	<u>12/1/13</u>	<u>6/1/14</u>	<u>12/1/14</u>
RATES / HOUR	\$29.21	\$29.96	\$30.71	\$31.46	\$32.21
H&W FUND	\$6.75	\$6.75	\$6.75	\$6.75	\$6.75
LOCAL PENSION	\$2.95	\$2.95	\$2.95	\$2.95	\$2.95
N. PENSION	\$3.11	\$3.11	\$3.11	\$3.11	\$3.11
ANNUITY FUND	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
JATC FUND	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
ISPTA/MCA FUND	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
INDUSTRY FUND	<u>\$0.21</u>	<u>\$0.21</u>	<u>\$0.21</u>	<u>\$0.21</u>	<u>\$0.21</u>
<b>TOTAL PACKAGE</b>	<b>\$44.33</b>	<b>\$45.08</b>	<b>\$45.83</b>	<b>\$46.58</b>	<b>\$47.33</b>

Section 4.2 APPRENTICES - The basic rate of pay for an Apprentice, expressed as a percentage of Journeyman's base rate, shall be as follows:

1	40%	+	Health & Welfare Fund only
2	40%	+	Health & Welfare Fund only
3	50%	+	Full Fringe Benefits
4	50%	+	"
*5	55%	+	"
*6	60%	+	"
*7	70%	+	"
*8	75%	+	"
*9	80%	+	"
*10	85%	+	"

\* 3<sup>rd</sup> year and 4<sup>th</sup> year service apprentices may work alone, as long as they are participating in the service training program offered by the Local 166 JATC. They must be under the direction and control of a journeyman. The ratio of service journeymen and apprentices shall not exceed 1 to 1. 5<sup>th</sup> year apprentices may work alone.

The Pension, JATC, Industry and Building Funds do not apply to first year Apprentices.

All future 1<sup>st</sup> thru 5<sup>th</sup> year Apprentices who enter into the Apprenticeship program after the effective date of this agreement, will pay 75cents per hour into the JATC fund. In addition, 75 cents per hour will be applied to the Local 166 annuity benefit by second through fifth year apprentices only.

### Section 4.3 Supervision

Foreman = Journeyman rate + \$1.50 per hour  
General Foreman = Journeyman rate + \$2.50 per hour

### Section 4.4 Co-op Pre-Apprentice or Pre-Apprentice herein after referred to as Pre-Apprentice

A Pre-Apprentice shall be a non-skilled worker that has applied to the Union for work and is referred by the Union. Time worked as a Pre-Apprentice shall not count as Apprenticeship time. Shops regularly employing one (1) Journeyman may employ one (1) Pre-Apprentice plus one (1) Pre-Apprentice for each five (5) Journeymen thereafter. In reducing the number of Journeymen in the shop, the Pre-Apprentice shall be reduced accordingly. The Employer must lay off all Pre-Apprentices before the Employer can lay off any Apprentices. No Employer can hire a Pre-Apprentice while there are Apprentices laid off, unless the Employer has the maximum number of Apprentices allowable as per their ratio according to this agreement. At all times the Pre-Apprentice shall be under the direction of a Journeyman, will not work alone on the jobsite and will not be allowed to perform any work listed below:

1. Service Work.
2. Welding, Fitting for a Welder, Soldering, Testing, or cutting of any pipe for Installation.
3. Installation of Hangers, Fabrication of Complex Hangers, Installation or Fabrication of Piping, Fixtures or Equipment.

Upon determination of the Journeyman, the Pre-Apprentice may assist in the hanging of pipe if the task requires two (2) or more Employees. All other work must be cleared by the Union Hall.

### Section 4.5 Pre-Apprentice Economic Package

Rate per hour:

Wages 30% of Journeyman

Base Rate

Health & Welfare Fund: Current rate in this agreement

The Pension, JATC, Industry, Building Funds and International Training Fund do not apply to this classification.

Section 4.6 Pre-Apprentices Registration - Pre-Apprentices will register with the Union and receive a registration card to be carried at all times; and when asked by any Journeyman, shall show their card to the Journeyman.

There will be a monthly report card completed and signed by the Foreman to document and evaluate the Pre-Apprentice's performance.

The Pre-Apprentice will agree to sign an authorization slip for working assessments.

ARTICLE V  
**UNION SECURITY**

Section 5.1 To the extent permitted by Indiana Code and other applicable state and federal law, all Employees covered by this Agreement on its effective date, or subsequently hired, shall, within eight (8) calendar days following the beginning of their employment, become and remain members of the Union in good standing, contingent upon meeting the standards established by the United Association and this Union, as a condition of continued employment. In the application of this Section, when the Employer is notified by the Union, in writing, that an Employee has failed to make application and tender the Union initiation fee, or reinstatement fee, or is not a member in good standing by failing to tender the Union dues, the Employer shall, within two (2) working days, terminate such Employee unless the termination of said employee is prohibited by state or federal law. The Employer shall not be obligated to terminate any Employee if such termination is prohibited by state or federal law. Any Employee terminated pursuant to this provision shall not be re-employed by the Employer during the life of this Agreement, until notified by the Union that the Employee is a member in good standing in the Union. The provisions of this Section 5.1 shall be applicable only to the extent permitted by state and federal law and shall be interpreted whenever possible as to be compliant with such laws.

To assist in complying with Indiana Code the Union and/or Employer agrees to notify the other party within one (1) business days of any Employee who withdraws his/her membership from the Union, is terminated from the Union, or has notified the Union or Employer in writing that he/she will no longer be paying dues.

ARTICLE VI  
**MANAGEMENT RIGHTS**

Section 6.1 It is the intent of all parties to this Agreement that the Employee will, to the best of his ability and skill, and to the fullest extent of his energy, furnish a full, fair eight (8) hours of work for eight (8) hours of pay. Slowdowns or substandard work will not be tolerated or condoned in this Agreement.

Section 6.2 Except as otherwise specifically provided in this Agreement, the Employers retain all the rights and functions of management that they have by law. Without limiting the generality of the foregoing, this includes:

1. The determination of the size of the work force, the allocation and assignment of work to Employees.
2. The selection of Employees for promotion to any and all supervisory and other managerial positions.
3. The maintenance of discipline and control of the Employer's tools, equipment and other property.
4. The prerogative of controlling its operations, introducing new or improved methods or facilities, and changing methods or facilities.
5. The right to adopt and enforce reasonable jobsite rules for the safe, efficient and orderly conduct of work.

Section 6.3 The Union shall not sanction any Employee performing work described in Appendix "A" for other than his current Employer.

Section 6.4 Employers signatory to this Agreement when required by their customer to conduct background checks on new applicants and current Employees may adopt policies so long as they are fully consistent with the guidelines of Appendix D.

## ARTICLE VII **TRADE OR WORK JURISDICTION**

Section 7.1 The trade or work jurisdiction of Journeymen and Apprentices is as enumerated in Appendix A, which is incorporated herein and made part of this Agreement.

Section 7.2 All power machines used on a jobsite may be operated by Employees in the Bargaining Unit, at the discretion of the Contractor. Equipment used on building and construction work, in conjunction with the work of the Trade, such as, but not limited to, welding and pipe machines; pipe cutting, grooving and threading machines; automatic portable lifting devices, hydraulic, gasoline or electric cable operated winches for lifting of materials and men to facilitate the placement of pipe, fittings, valves and other related equipment; temporary heating devices (oil or gas fired), portable air compressors for the operation of pneumatic tools or for conducting air testing, and gasoline or electric operated ditch pumps for removal of surface water, shall be operated by Employees covered by this Agreement.



ARTICLE VIII  
**NO STRIKE, NO LOCKOUT**

Section 8.1 During the term of this Agreement and except as specifically provided herein, there shall be no strikes, work stoppages, slowdowns or other disruptive activity by the Union and there shall be no lockout by the Employer. Provided, however, it shall not be a violation of this Agreement to strike or picket any Employer for non-payment of fringe benefit contributions or wages, or refusing to attend a pre-job conference, nor shall it be a violation of this Agreement for any Employee to honor a lawful primary picket of any Union affiliated with the Building and Construction Trades Department of the AFL-CIO.

Section 8.2 There will be no strikes, no lockouts, work stoppages, or other forms of concerted activity because of jurisdictional disputes. All such disputes shall be settled in accordance with the National Plan for Settlement of Jurisdictional Disputes in the construction industry or any other mutually agreed upon plan.

ARTICLE IX  
**GRIEVANCE AND ARBITRATION PROCEDURE**

Section 9.1 A grievance is defined to be any difference that may arise between the parties hereto, or between the Employer and an Employee covered by this Agreement as to:

1. Any matter relative to wages, hours of work, or working conditions not covered by this Agreement.
2. Any matter involving the interpretation or violation of shop rules and regulations.
3. Any matter involving the interpretation or violation of any of the provisions of this Agreement.

Section 9.2 It is the intent of both parties to adjust all grievances during the life of this Agreement, by direct negotiations between the parties and/or between the representatives of the Union and the representatives of the Employer, before resorting to arbitration by outside persons.

Section 9.3 No Employee or Employer shall be discriminated against by reason of making a complaint or filing a grievance.

Section 9.4 The parties shall make a sincere and determined effort to settle meritorious grievances in the voluntary steps of the grievance procedure, and to keep the procedure free of unmeritorious grievances. When a settlement is arrived at, at any

stage of these procedures, such a decision shall be in writing, and be final and binding on all parties.

Section 9.5 The general procedure for handling grievances shall be for the Employee or Employees who have a grievance to take up such grievance with the representative designated by the Employer to process such grievance. Each Employer shall so designate such a representative to process grievances on each job location. The shop steward may present the grievance for any Employee. A grievance shall be filed for resolution within two (2) weeks of the date of the occurrence or from the date it reasonably could have been discovered by the parties involved in accordance with the grievance procedure covered in this article. If no settlement can be reached in this manner, the matter shall be reduced to writing (see sample grievance form in Appendix E) and referred to the Business Manager of the Union and the Manager of the Employer, who will attempt to settle the grievance within two (2) weeks of the date the written grievance was received.

Section 9.6 If an Employer or Employers have a grievance, a committee of three (3) of the Employers, appointed by the President of the Association, will call on the Business Manager and any Officers he deems necessary, in an attempt to resolve the problem. If no settlement can be reached, Sections 9.7 and 9.8 of Article IX shall apply.

Section 9.7 In the event arbitration is requested, the grievance shall be submitted, in writing, to a Joint Board of Arbitration, which shall consist of three (3) members appointed by the Association, and three (3) members appointed by the Union. The Joint Board of Arbitration shall meet within ninety-six (96) hours of the time of the unsatisfactory meeting between the Business Manager of the Union and the Manager of the Employer. A majority decision of the Board shall be final and binding on all parties hereto.

Section 9.8 In the event that the Joint Board of Arbitration is unable to reach a decision on the matter under consideration within five (5) days after presentation of such matter, the Employer and the Union shall each designate a third, and the three (3) arbitrators so designated shall thereupon become the new Board of Arbitration. The third arbitrator, (the arbitrator chosen by the Employer arbitrator and the Union arbitrator) shall be the chairman of such new Board of Arbitrators. Such arbitrator shall be chosen from a panel of five (5) qualified arbitrators of the Federal Mediation and Conciliation Service. The parties shall submit a joint petition to the Federal Mediation and Conciliation Service requesting such panel. The decision of this new Board shall be final and binding on all parties hereto. The Employers and the Union mutually agree that any and all expense incurred as a result of using the terms of this Section of the Agreement shall be borne equally, between the parties involved in the Arbitration.

ARTICLE X  
**REFERRAL PROCEDURE**

Section 10.1 In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interest of the Employee in their employment status within the area, and of preventing discrimination in employment because of membership or non membership in the Union, the parties establish the following procedures for a referral of applicants for employment.

Section 10.2 The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 10.3 The Employer shall have the right to reject any applicant for employment, by so stating on the referral form. Applicants who are rejected by an Employer shall be returned to the previous location of the applicant's Group on the Out-of-Work list.

Section 10.4 The referral by the Union of Journeymen and Apprentices shall be on the following basis:

- a) The Union shall select and refer applicants to jobs on a nondiscriminatory basis and such referral shall not be based on, or in any way affected by, Union membership, by-laws, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements. Such selections of applications shall not be in contravention of the terms and provisions of Federal Executive Order No. 109515 and the State Executive Order on Equal Employment dated January 27, 1972.
- b) The selection of applicants for job referrals shall be on a nondiscriminatory basis and there shall be no discrimination due to an applicant's race, creed, color, sex, veteran status, disability (as defined in the Americans With Disabilities Act), or national origin.

Section 10.5 The Union's "Out-of-Work" list shall be maintained on the basis of the Groups listed below. This list shall include the Craft Classification and Skill Classifications of each applicant next to the applicant's name. Such Craft Classifications are Fitters, Plumbers, and Refrigeration Fitters. Skill Classifications include Control men, Welders, Control, Heating, Plumbing, and Refrigeration Servicemen. All applicants for employment shall be registered in the highest priority group for which the applicant qualifies. The Groups shall be:

#### GROUP I

All applicants for employment who have five (5) or more years experience in the Plumbing and Pipefitting building and construction trade, are residents of the geographical area constituting the normal building and construction labor market, have passed a competency examination that adequately tested the skill and training necessary to qualify as a competent Journeyman and who have been employed for at least two (2) years in the last three (3) years or 50% of their work experience in the piping trades under a Collective Bargaining Agreement between the parties to this Agreement.

#### GROUP II

All applicants for employment who have five (5) or more years experience in the Plumbing and Pipefitting building and construction trade and who have passed a competency examination that adequately tested the skill and training necessary to qualify as a competent Journeyman.

#### GROUP III

All Applicants for employment who have two (2) or more years experience in the Plumbing and Pipefitting building and construction trade, are residents of the geographical area constituting the normal building and construction labor market and who have been employed for at least six (6) months in the last two (2) years under a Collective Bargaining Agreement between the parties of this Agreement.

#### GROUP IV

All applicants for employment who have worked at the Plumbing and Pipefitting Building and Construction Trade for more than one (1) year.

Section 10.6 If there are no applicants remaining on the registration list or the Union is unable to refer applicants for employment to the Employer within forty-eight (48) hours from the time of receiving the Employer's request, (Saturdays, Sundays, and holidays excepted) the Employer shall be free to secure applicants without using the referral procedure, but such applicants, if hired, shall have the status of "Temporary Employees".

Section 10.7 The Employer shall promptly notify the Business Manager of the names and Social Security numbers of such "Temporary Employees" and shall replace such "Temporary Employees" as soon as registered applicants for employment are available under the referral procedure.

Section 10.8 "Normal Construction Labor Market" is defined as the following Geographical Area, plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured.

Adams, Allen, Blackford, Dekalb, Elkhart, Grant, Huntington, Kosciusko, LaGrange, Noble, Steuben, Wabash, Wells, and Whitley Counties and any additional areas awarded to the Union by the United Association.

Section 10.9 "Resident" means a person who has maintained his permanent home in the above defined Geographical Area for a period of not less than one (1) year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area of his permanent home.

Section 10.10 "Examination" shall include only written and/or practical examinations given by a duly constituted Plumbers and Steamfitters Local Union of the Pipefitting Industry of the United States and Canada. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has five (5) years experience in the trade.

Section 10.11 Employers shall advise the Business Manager of the Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants by the method established by Local Union 166's job line phone system from applicants on the "Out of Work" list in GROUP I, then in the same manner successively, GROUP II, then GROUP III, then GROUP IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his GROUP and shall be referred to other employment in accordance with the position of his GROUP and his place within his GROUP.

Section 10.12 The only exceptions which shall be allowed in this order of referral are as follows:

- a) Every applicant has the right to refuse or "pass" any job offer without changing his position on the "Out-of-Work" list.
- b) The Union shall maintain a "Short Call" list. Any applicant on the "Out-of-Work" list will be allowed to place their name on the "Short Call" list. When an Employer makes a call expected to last twenty-one (21) consecutive calendar days or less, the call will be filled pursuant to the Article X Referral Procedures. The Employer must give the Employee a good layoff at the end of twenty-one (21) consecutive calendar days, or before if no additional work is available. The Employee will then be eligible to place his name at the bottom of the "Short Call" list. There will be no recall rights on an applicant referred from the "Short Call" list.

- c) Apprentices shall be referred to their first work assignment by the JATC. Each subsequent referral will be made directly by the Union. There shall be a separate referral list designated for Apprentices only and all Apprentice referrals will be made from this list. The Apprentice list is necessary to become a competent Journeyman. It is recognized these Apprentices need varied on-the-job training, as well as classroom instruction, to acquire this expertise and should be referred separately from Journeymen.
- d) When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.
- e) The last Employer of any Employee, within three hundred sixty five (365) days of the layoff of said Employee, may request that the Union refer said Employee to such Employer for employment. Such referral shall be made without reference or regard to that Employee's standing on the "Out-of-Work" list for his/her particular priority Group. Employees referred from the "Short Call" list are not eligible for recall. The referral procedures, in this Article, shall apply in all other respects.
- f) An Employer may request individuals for the classification of Supervision. Upon receiving a written request, the Union will immediately dispatch to the Employer the requested individual. The Employee will remain in that classification until completion of the project. At that time, he will be laid off and placed at the bottom of the "Out-of-Work" list. Recall rights do not apply to this classification.

Section 10.13 Each applicant for employment shall be required to furnish such data, records, name of Employers, and licenses as may be deemed necessary and each applicant shall complete such forms or registrations as shall be submitted to him.

Section 10.14 The Union shall post, in places where notices to all applicants for employment are customarily posted, all provisions relating to the functioning of the referral provisions.

Section 10.15 Each applicant seeking referral shall be required to sign a referral request sheet, which will be available at the Union office, giving his name, address, telephone number, where he or she can be contacted during referral hours, date and time of registration, craft, skill, and local affiliation (if any). Information on the referral request sheet will be transferred by the Union to the computerized Job Dispatch System. Upon referral, the Union shall maintain the applicants work history in the computer. Registration for referrals may be made by applicants between the

hours of 8:00 A.M. and 12:00 Noon, and 1:00 P.M. and 5:00 P.M. except Saturdays, Sundays and Holidays at the Union Hall.

Section 10.16 The Union has the responsibility to its signatory contractors and applicants to quickly and efficiently refer applicants to employment opportunities. Delay and expense in contacting applicants, who either reside outside of the normal building and construction labor market, or who may have found employment in their primary skill area, is unfair to both contractors and applicants waiting for referrals. Therefore, the Union, in order to maintain accurate and current "Out-of-Work" lists for referral of those applicants residing outside of the normal building and construction labor market, or having primary skill in other areas, institutes the following requirements for Groups II, III, IV:

1. All applicants for referral in these Groups will be required to register in person at the Union offices on the designated sign-in sheets and present any documentation requested by the Union officials needed to accurately assign them to a Group for referral.
2. All applicants will be required to appear at the Union office and reaffirm that they remain available for referral by signing the designated sign-in sheets at least every thirty (30) days. This procedure will allow the Union to maintain an up-to-date list of available applicants in these Groups.
3. If thirty (30) days goes by without the applicant appearing at the Union office and signing the designated sign-in sheets, that applicant's name may be removed from the appropriate Group referral list, and he will not be eligible for referral until such time as he registers as a new applicant.

Section 10.17 Each applicant referred shall be furnished with a referral slip. The referral slip shall be given to the Employers Representative upon reaching the jobsite. Upon conclusion of work for the Employee, the Employer shall retain a copy of the referral slip and give the Employee a copy. No Employee shall be allowed to sign the "Out-of-Work" list unless that person has given the Union a copy of the referral slip signed by the Employer or the Employer's representative on the jobsite. The Union Business Manager or his designate may confirm verbally with the Employer that the Employee was terminated. Terminations may also be transmitted in electronic format.

Section 10.18 The parties acknowledge that placement of newly organized contractors' Employees in proper classifications (i.e. Journeyman or Apprentice) is of utmost importance. The parties agree that an organized Employee will be placed in the classification assigned by the Employer with the approval of the

Union, or, if no placement is made by the Employer, the Union shall be able to place the individual in a classification based upon the experience and ability of the individual.

Section 10.19 An Appeals Committee is hereby established, composed of one (1) member appointed by the Union, one (1) member appointed by the party making the appeal, and a Public Member appointed by both these members

Section 10.20 It shall be the function of the Appeals Committee to consider any complaint of any Employee or applicant for employment arising out of the administration by the Union of Sections 10.1 through 10.22 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint, which shall be complied with by the Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with the Agreement.

Section 10.21 A representative of the Employer or of the Association, as the case may be, designated to the Union, in writing, shall be permitted to inspect the referral procedure records at any time during normal business hours.

Section 10.22 When making reductions in the number of Employees, due to lack of work, Employers shall use the following procedure:

- a) Temporary Employees, if any are employed, shall be laid off first. The Employees in GROUP IV shall be laid off next, if any are employed in the GROUP. Next to be laid off are Employees in GROUP III, if any are employed in this GROUP, then those in GROUP II and then those in GROUP I.
- b) Paragraph a) will not apply as long as the special skills requirement, as provided for in Section 10.12 d), is required.
- c) Supervisory Employees covered by the terms of this Agreement will be excluded from layoff, as long as they remain in a supervisory capacity. When they are reduced to the status of Journeymen, they will be treated the same as any other Journeyman in their group, as defined in Article X.

#### ARTICLE XI **WORK RULES AND MISCELLANEOUS PROVISIONS**

Section 11.1 It is further agreed that the advancement of better mechanics and better workmanship is to be promoted at all times, and that all parties will work together in an effort to see that all legal acts, laws, rules, and regulations are observed, and that any



tests required by legal acts, laws, rules and regulations of awarding authorities are complied with. Effective June 1, 2003 for the betterment of the industry, UA Local 166 and the Fort Wayne MCA enter into a joint endeavor to create and establish advanced and/or specialized journeyman training.

Section 11.2 Employees shall attempt to wear clean clothes and be neat in appearance when working around and in finished and occupied buildings.

Section 11.3 Employees shall be at their work area at the starting time and shall remain at their work area performing their assigned functions under the supervision of the Employer until the quitting time.

Employees shall be given reasonable time to wash their hands before their lunch periods and pick up tools, change clothes, and wash their hands prior to quitting time.

Employees may take one (1) - ten (10) minute break in each four (4) hours worked in their work area or area designated by the Employer.

Section 11.4 Employers maintaining membership in the Union, who are working with tools, shall be required to abide by the Articles pertaining to fringes and hours of work as established for Journeymen.

Section 11.5 All Employees working under the Agreement shall furnish, and be responsible for, their own 6-foot folding rule or 25-foot tape and channellock pliers. Employees will provide and wear safety shoes where required. The Employers will provide any safety shoes above and beyond steel-toe boots where required. Employees needing torpedo levels will be required to provide them.

#### SAFETY

Section 11.6 It is agreed that all Employers, the Union, and the Employees will cooperate in maintaining safe places of work, proper and safe tools and equipment, on work to be performed under this Agreement in order to prevent injury to Employees in the course of Employment.

All Employers and Employees shall abide by the Occupational Safety and Health Act and all applicable State and Federal requirements as amended. Employees shall obtain a 10-hour OSHA. All new Employees shall have ninety (90) days to meet this Certification requirement. The parties will encourage all Employees to maintain valid First Aid cards.

In case of injury sustained by an Employee, in the course of employment, which requires immediate attention of a physician, the

Employer shall provide necessary transportation to the physician's office and to the Employee's home or the hospital, if necessary. If the Employee returns directly to work on the same day, he shall suffer no loss of time, and if sent home or to the hospital, shall be paid for the balance of the day's work in which the injury was sustained. In no case shall such Employee suffer loss of time when required to leave his job for visits to the physician, of three (3) hours or less, for further treatment of such injury.

Section 11.7 For all Employees working for an Employer, the Employer shall carry Worker's Compensation Insurance with a company authorized to do business in the State where the work is performed under the applicable State Laws and Regulations. The Employer shall in addition, pay the insurance necessary to secure for all such Employees the benefits of the Indiana Unemployment Compensation Insurance Act, irrespective of the number of Employees employed.

Section 11.8 No Employee shall be assigned to welding or cutting work or any other hazardous work unless another Employee is in the immediate area; furthermore, Employees may only be assigned to work involving welding in any unsafe place in teams of two (2) Employees or more, at least one (1) of whom must be a Journeyman. If an adequate fire watch is provided by the customer for the safety of Employees during welding and cutting operations, the provisions of this Section shall not apply.

Section 11.9 When an Employer considers it necessary to shut down a job because of an emergency situation that could endanger the life and safety of an Employee; the Employees will be compensated only for the actual time worked, however, in such cases where an Employee is assigned to an emergency or rescue operation they will retain Employee status for workers compensation protection.

#### UNION ACCESS

Section 11.10 The duly authorized representative of the Union shall be allowed access to any building or job, at any time, where Employees in the Bargaining Unit are employed. The duly authorized representative will be subject to all property owner and customer requirements, where Employees in the bargaining unit are employed.

Section 11.11 The Union and the Contractor shall mutually agree to appoint the job steward. No steward shall be discriminated against by the Employer because of the faithful performance of his duties as steward.

Section 11.12 The Steward, on their assigned project in the jurisdiction of the Union, shall be permitted to perform any duties necessary, during their workday, which are in the interest of the membership of the Union and the United Association and no money

shall be deducted from his pay by the Employer for the time taken to perform these duties. If, in the opinion of the Employer, an excessive amount of time is spent by said Steward, then the matter shall be adjusted at once by the Business Representative and the Employer.

On each construction jobsite and in each fabrication shop there may be a Steward and alternate Steward appointed by the Business Manager of the Union who shall be acceptable for hire by the Employer. The Steward shall be a working Journeyman who is neither a part of management nor a working Foreman and shall have no less than three years of experience. The first Journeymen arriving on the job, other than one who is part of management or a working Foreman, upon notification to the Business Manager or designee, may act as Steward until he is notified by the Business Manager that a regular Steward has been appointed from those Journeymen already accepted and employed on the jobsite.

The Steward shall remain working as long as there is work, subject to the above provision, and providing the Steward is capable of performing the work. When overtime is worked, and the Steward is capable of performing the work, an effort will be made to have the Steward or alternate Steward on the jobsite. The Steward and alternate Steward will not be entitled to any other preferential treatment by the Employer and will be subject to discipline (including discharge) to the same extent as other Employees.

The duties of the Steward, or in his absence, the alternate Steward, shall be: to take job time to assist supervision with personnel relations. For anything other than this reason, the Steward will call the Union office for assistance. The Steward will never slow down production for any reason and only stop work that threatens a member's life or limb. In such cases, the Steward will call the Union office for immediate assistance.

The Steward will stress to the Employees on the job that the most important person is the customer and that it is important to perform eight (8) hours of work for eight (8) hours pay.

The fabrication shop Stewards must witness all fabrication work and sign the slip for the Employer on all U.A. Label work. It is understood that the Steward will check in referrals and be notified of all layoffs by the Employer. The Steward shall be present at all meetings where members may be subjected to discipline or discharge and meetings regarding grievances arising from a violation, or alleged violation, of this Agreement.

The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow the Steward a reasonable amount of time for the performance of such duties.

## TRAVEL EXPENSE

Section 11.13 The Employer will make a reasonable attempt to work Employees close to their residence.

Section 11.14 On all jobs which are located within the jurisdiction of the Union, an Employee, when driving their own vehicle or a company vehicle, will report at the site of the job at the prescribed starting time and there perform all hours for which they are to be paid.

Section 11.15 On all jobs, which are located outside the jurisdiction of the Union, the Employer shall pay room and board for all employees when overnight stay is required. Where room and board is to be paid on such jobs, the only transportation the Employer will pay is once a week to and from the jobsite at the maximum deductible amount allowed by the IRS, when employees are driving their own vehicles. When overnight stay is not required, the Employer shall pay the maximum deductible amount allowed by the IRS each working day, to and from the jurisdictional line to the jobsite, using the Union office as the starting point, and travel the most direct route to the jobsite, when the Employees drive their own vehicles. Whenever an Employee is sent outside of the jurisdiction, he shall receive the higher total package between the two (2) Locals.

Section 11.16 Any off-street parking required, to place employees on a jobsite within the jurisdiction of the Union, shall be provided by the Employer, who will pay said parking fee, upon receipt of a valid parking receipt, which shall not exceed ten dollars (\$10.00) per day.

Section 11.17 When an Employee is transferred during working hours he/she shall receive the maximum deductible amount allowed by the IRS when driving their own vehicle from one job to the next, along with any wages and fringe benefits paid while transferring from job to job.

## UNION DUES

Section 11.18 To the extent permitted by state and federal law, during the life of this Agreement, the Employer agrees to withhold a percentage of gross pay per hour of each Employee employed under the terms of this Agreement as determined by vote of the Union membership. Signed authorization for such check-off will be furnished to the Employer. It shall be the Union's prerogative to change said amount withheld at any time during the life of this Agreement. However, the Union shall notify all Employers at least

thirty (30) days prior to the effective date of such change, and the change shall not go into effect until the first pay period of the following month.

Section 11.19 The Union agrees to maintain a file of Authorization Cards, signed by each Employee, authorizing all Employers, signatory to this Agreement, to make all necessary deductions from the Employee's wages to cover fringe benefits, vacation and other negotiated benefits. The Union will supply a copy to the current Employer.

#### EMPLOYERS FROM OUTSIDE JURISDICTION

Section 11.20 An Employer, whose established place of business is outside the territorial jurisdiction of the Union as defined in Article III, Section 3.1 of this Agreement, may bring with him one (1) United Association member for each job secured in this jurisdiction. It is further agreed that such members will have all fringe benefits paid to their Home Local Union as established by their Local Agreement. If such Employer, when covered by this Agreement, shall employ a member of the Union's Bargaining Unit and such Employee shall be designated as Working Foreman, and shall receive the Foreman's rate of pay as per Article IV, Section 4.3 of this Agreement.

#### NO FAVORED CONTRACTOR

Section 11.21 The Union agrees that during the life of this Agreement, it will not enter into any kind of agreement with an individual Employer or group of Employers, which shall establish or cause terms or conditions more favorable to any Employer than are expressed in this Agreement, provided, however, that this clause shall not be effective if the more favorable terms and conditions arise out of a project agreement and/or an Agreement which the Union's International is a party hereto.

#### OBLIGATION OF NEW SIGNATORIES

Section 11.22 New signatories to this Agreement, at the Union's option, shall place a Foreman from the Union, selected by the Employer, from the out-of-work list, in his employ.

Section 11.23 - The Union and the Association and/or signatory employers hereby agree that the ISPTA/MCAI Statewide Drug and Alcohol Testing Program, developed by the Indiana State Pipe Trades Association and the Mechanical Contractors Association of Indiana, is incorporated by reference herein and made a part hereof this contract.

### ARTICLE XII HOURS OF WORK, OVERTIME AND SHIFT WORK

Section 12.1 Regular Workday - Eight (8) hours of work, between the hours of 8:00 A.M. and 4:30 P.M., with a thirty (30) minute lunch period shall constitute a regular workday. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute a workweek. An optional starting time between 6:00 A.M. to 8:00 A.M. may be implemented after written notification to the Business Manager of the Union by the Employer (optional starting time is at the regular rate). The intent of this Section is to coordinate working hours with other Crafts, generally reflecting seasonal changes.

Section 12.2 4-10'S Workweek When so elected by the Employer, and upon written notification to the Business Manager or his designee, a normal workweek, consisting of four (4) ten-hour days, exclusive of one-half (1/2) hour unpaid meal period, four (4) consecutive calendar days, Monday through Thursday, may be established. A voluntary make-up day can be scheduled on the off day (Friday), if so elected by the Employer, in the case of inclement weather on a regularly scheduled day, or with prior written approval of the Union. The make-up day to be paid at straight-time up to ten (10) hours a day or forty (40) hours per week. When Employees are working 4-10's pursuant to this section, overtime hours on all regularly scheduled 4-10 workdays will be at double time rate. Work performed on Friday, if not a make-up day, will be at time and one half for the first ten (10) hours, and double time rate thereafter.

Section 12.3 Overtime - It is agreed that overtime is undesirable and not in the best interest of the industry or the craftsmen. Therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances demand overtime, such overtime will be kept at a minimum.

Section 12.4 On workdays (Monday through Friday, excluding Holidays), overtime will be paid for work in excess of the regular eight (8) hour workday at one and one half times the regular rate after twelve (12) hours, overtime will be paid at two (2) times the regular rate thereafter.

When overtime extends from one regular workday to another, the applicable overtime rate will continue until there is at least an eight (8) hour break. The eight (8) hour break requirement before returning to straight time rates shall not apply when returning to normal work hours after unscheduled service calls that are requested by the owner. It shall be the Employee's option to observe a rest break before returning to straight time work.

Saturdays will be paid at one and a half times the regular rate up to twelve (12) hours and (2) times the regular rate thereafter.

All work on Sundays, and Holidays as defined in Section 12.10, shall be paid at two (2) times the regular rate

Section 12.5 The Employer agrees that when overtime work, as defined elsewhere in Article XII, is to be worked, no Journeyman will be laid off or terminated to make room for any Apprentice not regularly employed on the job requiring the performance of overtime work.

Section 12.6 Shift work may be performed at the option of the Employer, but when performed must continue for a period of not less than five (5) consecutive working days. Saturdays, Sunday, and a Holiday, if worked, can be used for establishing the five (5) day minimum shift work period. The work week, for straight time shift purposes, shall be considered to start with the beginning of the day shift on Monday and end with the completion of the second shift beginning on Friday, if only (2) shifts are worked. The first, or day, shift shall work a regular eight (8) hours shift, as outlined in Section 12.1. If two (2) shifts are worked, the second shift shall be eight (8) hours for which each Employee will receive the Employees proper rate of pay for the hours worked, plus one dollar and fifty cents (\$1.50). Work in excess of eight (8) hours per shift or first shift work performed before the start of the workday, as outlined in Section 12.1, shall be paid at overtime rates, including the shift premium rate. If three (3) shifts are worked, each Employee on the third shift shall receive The Employees proper rate of pay for the hours worked, plus one dollar and fifty cents (\$1.50).

Section 12.7 A single shift may be worked outside of the regular workday hours, outlined in Section 12.1, at the request of an owner, to allow for normal operation of the owners facility. Such a shift must comply with all other conditions established for shift work and must be approved by Local 166 Business Manager.

Section 12.8 The Union office shall be notified at least eight (8) hours in advance of the starting of any shift work project.

Section 12.9 The following days, as observed by the U.S. Government as evidenced by when the U.S. District Court in Fort Wayne is closed, shall be observed as Holidays: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, and Christmas Day. The Union must give the Employer two (2) weeks' notice on when these Holidays are being observed by the U.S. District Court in Fort Wayne. The Friday after Thanksgiving is not a Holiday, but is an optional workday. The Employer and Employee must give each other one (1) weeks' notice regarding work for the Friday after Thanksgiving. Where work is available, the first regular workday preceding and following such Holiday shall be worked and the Employer shall not extend the Holiday period without written consent

of the Union. No day, or portion of a day, shall be designated as a lost time Holiday by the Employer other than the Holidays set forth in this Section.

Section 12.10 When stand-by work is to be performed, due to the varying types of jobs and conditions, each job will be considered on its own merits at a meeting between the Contractor involved and the Business Manager of the Union.

Section 12.11 Employees reporting for scheduled or pre-arranged work, who have not been notified not to report to work and no work is available, shall be paid for a minimum of two (2) hours show-up time. If two (2) full hours of work are performed and no other work is available, he shall receive two (2) hours of pay. All show-up time shall be paid in accordance with Article IV and XII of this Agreement. Applicants referred to a job or shop who are rejected or refused by the Employer will not be eligible for show-up time.

### ARTICLE XIII **PAYDAY, ACCOUNTABILITY, AND TERMINATION**

Section 13.1 Payday is to occur weekly on the Employer's regularly established payday. The Employee may choose to be paid by paper check, direct deposit in an FDIC or NCUA insured financial institution, or FDIC paycheck debit card. If the Employee elects a paper check, it will be mailed to the employee's address on file and be postmarked no later than forty-eight (48) hours prior to the regularly established payday. If the Direct Deposit or insured Pay-card method is elected by the employee, the employer must provide a paystub indicating withholding tax and all other deductions listed. The method of payment will be established at the beginning of employment with the Employer and may be changed two (2) times a year, provided the Employee has continuously worked for the same Employer during the last six (6) months. If an Employee is laid off, the Employee shall be paid in full at the time the Employee is laid off and allowed ample time to report to the Union Hall before closing time. Employees who are fired shall be paid in full at the time of discharge. Employees who quit of their own accord or who are terminated pursuant to Article 5.1 shall, at the option of the Employer, be paid at the regularly scheduled payday. Whenever the regular payday comes on a Holiday, Employees shall be paid on the day preceding the Holiday.

Section 13.2 All Employees will be paid by payroll check, direct deposit or cash with withholding tax and all other deductions listed and specified on a pay stub.



Section 13.3 Employees shall be responsible for all tools and safety equipment supplied by the Employer and shall be held financially responsible for loss or damage through negligence.

Section 13.4 The Employer agrees to notify the Union of the hiring or termination of any Employee, as defined in this Agreement. Upon termination of any Employee, the Employer shall set out the reason(s) for termination on termination slip, supplied by the Union. A copy will to be given to the Employee. In the event of any layoff, the Employer agrees to notify the Union office as soon as possible, preferably eight (8) hours, prior to layoff.

Section 13.5 Any Employer from outside the jurisdiction of the Union, when employing members of the Bargaining Unit, shall make payments of all wages due, either by cash or check drawn on any FDIC bank with a location in the Union's Jurisdiction.

ARTICLE XIV  
SUPERVISION

Section 14.1 Working Foremen shall be Journeymen. A Working Foreman shall be responsible for all jobs where there are more than three (3) Employees working, except when additional Employees are put on the job on a temporary basis, not to exceed five (5) days; but in no case shall there be less than one (1) Working Foreman for every ten (10) Employees or part thereof. The Employer shall decide whether a Working Foreman shall work with the tools. Upon the placement of the 21st Employee on the job, one (1) Employee shall be designated as General Foreman. The Employer may designate such an Employee who shall have been a member of the Bargaining Unit for not less than six (6) months. The chain of command must be followed, except in emergencies that are a danger to life, personal injury, or property.

Section 14.2 Any Employer, when covered by this Agreement and when performing work outside the jurisdiction of the Union may, at its option, employ a member of the Bargaining Unit as Working Foreman on the job outside of the Jurisdiction.

Section 14.3 On any job that requires a Working Foreman, the Working Foreman shall be a member of the Bargaining Unit and shall continue to receive the Working Foreman's rate of pay only as long as the requirements set forth in Article XIV, Section 14.1 apply.

Section 14.4 General Foremen or Foremen on jobs not requiring General Foremen may have the authority on behalf of the Employer to suspend, layoff, recommend discharge, reward, assign, transfer, hire, or discipline other Employees or responsibly direct them, so long as these actions are merely of a routine nature pertaining solely to the construction or service job at hand. On jobs

requiring General Foremen the General Foremen shall direct the Foremen. When a job is reduced to the point where it requires only one (1) Working Foreman, the General Foreman shall then receive the Working Foreman's rate of pay and shall be the only Foreman on the job.

Section 14.5 Notwithstanding any provisions in this Agreement, any Superintendent performing supervisory duties, as defined in Section 2 (II) of the National Labor Relations Act, shall not be covered hereunder, nor be deemed a member of the Bargaining Unit.

ARTICLE XV  
**JOINTLY ADMINISTERED FUNDS**

Section 15.1 General

- a) The fringe benefits provisions, contained in the following paragraphs of this Agreement, shall apply to all Employers members of the Association as hereinbefore mentioned, all Employers who become signatory or bound by this Agreement, and all other Employers or Employer groups who become a party to an Agreement relating to the fringe benefit programs described herein.
- b) All Employers referred to in paragraph a) of this Article (hereinafter referred to as Participating Employers) who are party to and bound by this Agreement acknowledge, accept, and agree to be bound by this Agreement and Declaration of Trusts, as amended, as if fully rewritten herein; establishing the:
- (1) Plumbers & Steamfitters Local 166 Health & Welfare Fund
  - (2) Plumbers & Steamfitters Local 166 Pension Trust Fund
  - (3) Plumbers and Pipefitters National Pension Fund
  - (4) Joint Apprenticeship Training Committee Trust Fund
  - (5) Plumbers & Steamfitters Local 166 Profit Sharing Annuity Plan
  - (6) ISPTA/MCAI Drug Program

All Employers acknowledge, accept and agree to be bound by the Plan and Plan documents of all Employee benefit plans. The Participating Employers acknowledge and agree that copies of the Trust Agreements, Plans and Plan documents have been made available to them at the Fund Office for their review and inspection prior to the execution of this Agreement and shall be available to them during the term of this Agreement.

- c) All Participating Employers, who are party to and bound by this Agreement, shall be bound by the terms, provisions and conditions of all Rules, Regulations, Resolutions, and Amendments thereto promulgated by the Trustees of the aforesaid Employee benefit plans, in accordance with the aforesaid Trust Agreements, whether currently existing or promulgated during

the term of this Agreement. The Participating Employers and the Union further acknowledge and agree that the Trustees shall have the sole and exclusive authority to determine the rules of eligibility to participate in said Plans and the benefits and coverages to be provided herein. No person shall have a vested right to participate in any plan nor to receive any benefits or coverages from any Plan except as expressly stated therein.

- d) All Participating Employers who are party to and bound by this Agreement hereby accept the designations of the Employer Trustees of all said Employee benefit plans and any successor Trustees appointed by the Association in accordance with the provisions of the Trust Agreements.

#### Section 15.2 Contributions

The Participating Employers shall contribute to each and every Employee benefit plan (or to the successor of any of said plans) for all Employees of each such Participating Employer who are members of the Collective Bargaining Unit represented by the Union, whether or not the Employees are members of the Union, as follows:

- (1) **Plumbers & Steamfitters Local 166 Health and Welfare Plan** - \$6.75 for each hour for which an Employee receives pay. This amount is subject to change by amount to be determined. This includes other hours for which payment is required by the Collective Bargaining Agreement.
- (2) **Plumbers and Steamfitters Local 166 Pension Trust Fund** - \$2.95 for each hour for which an Employee receives pay. This amount is subject to change by amount to be determined. This includes other hours for which payment is required by the Collective Bargaining Agreement.
- (3) **Plumbers and Pipefitters National Pension Fund** - \$3.11 for each hour for which an Employee receives pay. This amount is subject to change by amount to be determined. This includes other hours for which payment is required by the Collective Bargaining Agreement.
- (4) **Joint Apprenticeship Training Committee Trust Fund** - \$0.50 for each hour for which an Employee receives pay. This amount is subject to change by amount to be determined. This includes other hours for which payment is required by the Collective Bargaining Agreement of which \$0.10 per hour as stated above shall be forwarded to the International Training Fund by the JATC of Local 166.

- (5) **Plumbers & Steamfitters Local 166 Profit Sharing & Annuity Plan** - \$1.50 for each hour for which an Employee receives pay. This amount is subject to change by amount to be determined. This includes other hours for which payment is required by the collective bargaining agreement.
- a) In addition to the required Participating Employer contribution set forth above, an Employee may elect to defer, on a pre-tax basis, a portion of his wages into the Plumbers and Steamfitters Local 166 Profit Sharing Annuity Plan.
  - b) Deferrals may only be made in increments of \$1.50, \$2.50, or \$3.50, as elected by the Employee and paid for each hour for which an Employee receives pay.
  - c) To initiate a deferral, the Employee must complete a Deferral Election Form approved by the Trustees of the Plumbers and Steamfitters Local 166 Profit Sharing Annuity Plan and provide the completed form to his/her Employer. The Employer shall thereafter commence the deferral by the start of the second full pay period following the receipt of the deferral form and remit the deferrals with the elective deferral contribution form.
  - d) Any Employee may revoke his deferral election at any time by written notification to the Employer, but will not taken effect until the following pay period. An Employee may thereafter resume deferrals while working for the same Employer no sooner than a full pay period the following January 1<sup>st</sup> or July 1<sup>st</sup>, whichever is sooner.
  - e) An Employee must complete a new Deferral Election Form when he commences employment with a new Employer.
  - f) Deferrals are otherwise governed by the terms and conditions of the Plumbers and Steamfitters Local 166 Profit Sharing Annuity Plan.

- (6) **ISPTA/MCAI Drug Program Fund.** - \$0.10 for each hour for which an employee receives pay. This amount is subject to change by amount to be determined. This includes other hours for which payment is required by the collective bargaining agreement. This amount shall be transmitted to the ISPTA/MCAI Drug Program Fund, PO Box 20882, Indianapolis, IN 46220 Effective September 1, 2006 and thereafter.

Section 15.3 Reporting Forms

- a) All Participating Employers shall report to the Administrator(s) of the aforesaid Employee benefit plans, or such other duly appointed depository, for all hours paid (or otherwise contributed for) by all Employees participating in the Employee benefit plans on forms provided by the Trustees of the Plans. It shall be the obligation of the Employers to have and use the official reporting forms. If an Employer maintains his payroll records and information on computer or other electronic equipment and desires to use and submit the required information in the form printed out by the computer or other electronic equipment, the Employer may use and submit such forms other than official reporting forms. The Administrator, however, reserves the right to reject such forms.
- b) All reports shall be for the full calendar month last preceding. However, the Employer may use other reporting periods subject to rejection by the Administrator.

Section 15.4 Time of Payment of Contributions

- a) All Participating Employers shall remit all fringe benefit amounts due and owing on or before the 15th day of each calendar month (or the first business day thereafter if the 15<sup>th</sup> is not a business day), for all hours in the prior calendar month. If the Participating Employer remits his payment by mail and the envelope is posted with a postage stamp, and the stamp is canceled by the U.S. Postal Service on or before the 15th day of the month (or the first business day thereafter if the 15th is not a business day), it shall be deemed to have been paid timely, regardless of the date of the actual receipt. If the Participating Employer remits his payment by mail and his envelope is posted with an office postage meter, the payment must be received by the 15th day of the month (or the first business day thereafter if the 15th is not a business day) to be deemed paid timely. If the Participating Employer causes the fringe benefit payments to be delivered to the Union Office, it shall be stamped as to the date and time of receipt

and if it is receipted on or before the 15th day of the month (or the first business day thereafter if the 15th is not a business day), it shall be deemed paid timely.

- b) An Employer who is delinquent in the timely remittance of fringe benefit payments, more than once per calendar year or more than thirty (30) days late at any time, shall make future payments and deductions within seven (7) days following the close of the work week for a period of one (1) year.
- c) If a Participating Employer has not remitted the total fringe benefit and payroll deductions due and owing to the Plumbers Health & Welfare Trust Fund, the Profit Sharing Annuity Plan, or the Pension Plans and filed the official reporting forms by the Fringe Benefit Plan, the Employer shall be liable to the Trustees of each Employee benefit plan as to which the Employer is in default for liquidated damages in such amount as shall be established by the Trustees of each Plan by a promulgation of Rules and Regulations, in accordance with the Trust Agreements. The Trustees shall notify all Participating Employers of all promulgations of all Rules and Regulations establishing and revising the liquidated damage of charges and any terms, conditions, and provisions thereof in advance of the enforcements thereof. By acceptance and participation in this Agreement, all Participating Employers shall be bound by such promulgations on and after their effective dates.
- d) If a Participating Employer is in violation of the provisions of Section 15.4, in addition to the provision already stated, the Participating Employer shall be liable to the Trustees of each said Employee benefit plan to which said Employer is delinquent or in default, for reasonable attorney's fees, arbitration proceedings costs and/or federal or state administrative agency fees and charges as well as costs actually expended by the Trustees to enforce the Employers' compliance with the provisions of this Agreement. Unless such Trustees, Unions or Associations have acted to the contrary, the liquidated damages shall be ten percent (10%) of all monies owed which must be collected by: Plumbers & Steamfitters Local 166 Health & Welfare Plan, Plumbers and Steamfitters Local 166 Pension Trust Fund, Plumbers and Pipefitters National Pension Fund, Local 166 Profit Sharing Annuity Plan, or any successor depository collection agent. All such liquidated damages and delinquent contributions, which remain unpaid, shall be taxed at an interest rate of twelve percent (12%) per annum until such time as they are paid.
- e) The contribution for the above plans shall be paid respectively to:
  - Plumbers & Steamfitters Local 166 Health & Welfare Plan
  - Plumbers and Steamfitters Local 166 Pension Trust Fund

Plumbers and Steamfitters Local 166 Profit Sharing Annuity Plan  
Plumbers and Pipefitters National Pension Fund  
Joint Apprenticeship Training Committee Trust Fund  
ISPTA/MCAI Drug Program Fund

Section 15.5 Employer Delinquency Control

- a) The Trustees of the several Employee benefit plans may establish Payroll Audit Programs, which shall be binding upon the parties. The Trustees shall also have the right to determine who shall bear the cost of the audit. The Trustees shall notify the Participating Employer, in writing, of their desire to audit, and allow sufficient time for the Participating Employer to make available in his premises those payroll records and other records, reports and data reasonably necessary to conduct the audit in accordance with generally accepted auditing standards. The Trustees, their agents, and Employees shall conduct the audits at such a time, place and manner as to minimize the inconvenience to the Participating Employer; and they shall preserve the confidentiality of all information.
- b) An Employer shall secure a payment or surety bond from a bonding company licensed to do business in Indiana and approved by the Trustees or their designate. Evidence of such bonding shall be sent to the Union's office within thirty (30) days of signing this Agreement, to insure prompt payment of the jointly administered funds, as required by this Agreement. Any employer that does not have a current bond on record or other permissible security will be denied manpower from the Union. If manpower has already been assigned to the employer, the Union shall withdraw manpower until a bond is in effect, unless the trustees and the Union have approved a rehabilitation plan. Such bond shall be issued exclusively for the purpose of paying unpaid wages, fringe benefits and deductions. The amount of the bond required of the employer shall be pursuant to the following schedule:

<u>Number of Employees</u>	<u>Amount of Bond</u>
1-5	\$25,000.00
5-10	\$50,000.00
10-15	\$75,000.00
Over 15	\$100,000.00

The number of Employees shall be the greater of: 1) the number of current Employees employed by the Employer, or 2) the largest number of Employees employed by the Employer during the prior year. The new schedule of bonding will go into effect on or before January 1, 2013.

Any Employer who has provided written notification to the Union that he has ceased employment within the jurisdiction of this

Agreement, shall be entitled to a release of the bond ninety (90) days after confirmation by the Union of the final payment all outstanding contributions.

- c) Notwithstanding any other provision of this Agreement, the above remedies are cumulative and are exclusive of any right or remedies the Union may have. The Union has the right to take such lawful action as it deems necessary and appropriate, including, but not limited to, withholding Employees and picketing, until all delinquent contributions are made, all reports are filed and the provisions of Article XVI are complied with. No action will be commenced by the Union until, an officer of the Union has given twenty-four (24) hours notice to the Employer of such delinquency.

Section 15.6 Additional Provisions

- a) In the event that any Employee benefit plan provided for in this Agreement is reduced or eliminated, the net saving, if any, to said Employer shall be paid to the Employee as wages computed as an increase in the hourly rate of pay. The increase, if any, shall be effective, as of the first day the action is effective. Net savings is hereby defined to be the difference between the total cost of the Participating Employer's contribution to Health & Welfare, Pensions, or Annuity, after the reduction or elimination and the total cost to the Employer of the Health & Welfare, Pension Trust Funds, or Annuity Plan prior to the reduction or elimination.
- b) In the event that the Union desires to alter the allocation of funds from the overall economic wage package negotiated by the parties and reflected in this Agreement, to increase or decrease the amount of money being contributed to the plans or deductions to the Union, the Union may do so upon written notification to each Employer at least sixty (60) days prior to the date of the change.

Section 15.7 The Agreement, dated April 30, 1952 (as amended), relating to a Plan of Group Insurance and the Agreement, dated June 1, 1961 (as amended), relating to the Group Pension Plan between the Employers and the Union, shall remain in full force and effect and the terms thereof shall not be affected by this Agreement.

Section 15.8 The Employer and the Union have established a Joint Apprenticeship Training Committee, consisting of four (4) members appointed by the Employer Association and four (4) members appointed by the Union, to establish standards for Apprenticeship Training and to administer a Joint Apprenticeship Training Program.

Section 15.9 The term of the Apprentices training shall not be less than five (5) years, and all Apprentices must attend Apprentice



School, when such schooling is available. A fifth (5th) year Apprentice, as defined by the U.A., may work alone. 3<sup>rd</sup> year and 4<sup>th</sup> year service apprentices may work alone, as long as they are participating in the service training program offered by the Local 166 JATC. They must be under the direction and control of a journeyman. The ratio of service journeymen and apprentices shall not exceed 1 to 1. 5<sup>th</sup> year apprentices may work alone.

The Pension, JATC, Industry and Building Funds do not apply to first year Apprentices.

Section 15.10 There may be one (1) Apprentice assigned to each Employer who steadily employs at least one (1) Journeyman. Additional Apprentices may be assigned in the ratio of one (1) per every three (3) steadily employed Journeymen. The fifth (5) year apprentice will be excluded from this ratio. The Employer further agrees that on any job, the number of Apprentices will not exceed the number of Journeymen

Section 15.11 The Employer agrees to pay the amounts designated in Article IV, for the Joint Apprenticeship Training Committee Trust Fund, to the fund; the contributions are to be used exclusively and for the sole purpose of maintaining and operating a Training Program for members of the Union, under the guidance of the Joint Apprenticeship Training Committee. It is agreed that this Article shall not be opened for future negotiations by either the Union or the Employer unless a recommendation to do so is forthcoming from the Joint Apprenticeship Training Committee.

Section 15.12 An Apprentice shall be advanced to the next Apprenticeship period in accordance with policies as set forth and administered by the Joint Apprenticeship Training Committee.

Section 15.13 When a member of the Bargaining Unit is sent outside the jurisdiction of this Union by an Employer, the Employer shall continue to pay all of his fringe benefits into the Union Fringe Benefit Funds, as defined in this Agreement. The Union shall diligently work for reciprocity agreements with Locals that signatory Employers send Union members to and shall keep such Employers advised of such Agreements; shall clarify fringe amounts due where disparity between the Union and Host Local rates vary.

#### ARTICLE XVI **OTHER FUNDS**

Section 16.1 **The Industry Fund** rate of twenty-one cents (\$0.21) effective 6-1-08 shall be contributed by each employer for each hour worked by each of its Employees when performing work described in Appendix "A" to the Industry Development Fund administered by the Mechanical Contractors Association of Indiana, Inc., Fort Wayne Area. The Board of Directors of the Fund shall have the authority to adjust the sum of each hour worked at any time during this

agreement. The total adjustment for the term of this agreement shall not exceed \$0.05. These adjustments shall be in addition to the total package. The union shall be notified by February 28<sup>th</sup> of each year, if an adjustment is required. The contributions shall be reported on forms supplied by, and paid to, the Association monthly, not later than the 15th of the month following each month for which such contributions accrue. All payroll periods ending in the month shall constitute a month's report. Any amounts not paid within ten (10) days after they are due, shall bear interest at the rate of eight percent (8%) per annum from due date and shall be payable along with all costs of collection, including reasonable attorney fees. The Industry Development Fund shall be used for the purposes of and in the manner set forth in a separate writing dated June 1, 1973, which is made a part of this agreement by reference, but no part of said contributions shall be used for propoganda or for any other purposes opposed to the interests of the Union.

Section 16.2 It is expressly understood and agreed that no Employee, Employer or Union has any vested or proprietary interest in or right to any part of said Fund.

Section 16.3 To the extent permitted by state and federal law, **the Building Fund** rate of five cents (\$.05) per clock hour shall be deducted by each Employer, for each hour worked by its Employees when covered by this Working Agreement. The contributions shall be reported on the official reporting forms to the Local 166 Building Corporation, Employer delinquency control and additional provisions as found in Sections 15.3 through 15.6 and elsewhere in this Agreement, shall apply to the Section as if fully rewritten herein.

Section 16.4 Each Employer agrees to deduct the sum of \$0.03 for each hour worked from the wages of those employees who voluntarily authorize the deduction of this amount as a political action contribution, by signing a check-off authorization card. This amount shall be transmitted to the **Plumbers & Steamfitters Local 166 Political Action Committee** on a monthly basis and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each such employee. These contributions are voluntary in nature and may be transmitted by the Plumbers & Steamfitters Local 166 Political Action Committee to an affiliated political action committee. Employer delinquency control and additional provisions as found in Sections 15.3 through 15.6 and elsewhere in this Agreement, shall apply to the Section as if fully rewritten herein.

## ARTICLE XVII **SUBCONTRACTING**

Section 17.1 The Employer will attempt to secure a complete piping contract covering all work coming under jurisdiction of the

Bargaining Unit and further agrees to notify the Union, in writing, within forty-eight (48) hours, if a piping contract is secured which does not include all work within the jurisdiction of the Bargaining Unit. The notification to the Union shall list all work excluded and/or withheld from the contract secured by the Employer.

Section 17.2 Any Employer, his Representative and/or Agent shall be prohibited from assigning to other than members of the Bargaining Unit the performance of any work belonging to the members of the Bargaining Unit as listed in Article VII of this Agreement; except where this may be in conflict with City Ordinances or State or Federal Statutes.

Section 17.3 The Employer will submit a complete WD-10 Form or a letter on Company letterhead to the Union upon completion of each project in every county of the Local 166 jurisdiction.

ARTICLE XVIII  
**DURATION, TERMINATION AND RENEWAL OF AGREEMENT**

Section 18.1 This Agreement shall be in full force and effective beginning June 1, 2012 and shall continue in full force and effect until midnight, May 31, 2015 and from year to year thereafter, unless the Employer or the Union, on or before the sixtieth (60th) day preceding the anniversary expiration date of this Agreement, shall notify the other, in writing, of its desire to modify or terminate this Agreement.

Section 18.2 Notice from the Union to the Employer of intent to modify or terminate shall be sufficient, if given by certified mail, and addressed to the normal business address of both the President and Secretary of the Mechanical Contractors Association of Indiana, Inc., Fort Wayne Area, respectively, or to such other places as the Employer may, in writing notify the Union.

Section 18.3 Notice from the Employer to the Union of intent to modify or terminate this Agreement shall be sufficient, if given by certified mail, and addressed to both the President and Business Manager of the Union, 2930 West Ludwig Road, Fort Wayne, Indiana 46818.

Section 18.4 In the event any Article or Section of this Agreement is declared null and void, the parties hereto agree to enter into immediate negotiations, to be consummated within sixty (60) days following written notice of the request for negotiations, for the purpose of achieving satisfactory replacement of the invalid portion of this Agreement. If the parties have not reached agreement within sixty (60) days, the difference shall be resolved by arbitration, as provided for in Article IX, Section 9.7 of the Agreement.

If the Federal Government institutes wage controls in any form and any portion of this Collective Bargaining Agreement is deferred, or cut back, the Employer shall commence paying the wage, and/or benefit rate that was deferred or cut back, when and if it legally becomes permissible to do so.

Section 18.5 Termination for Non-Association Signatory Contractors

Any Employer who is signatory to or bound by this Collective Bargaining Agreement and who, sixty (60) days prior to the expiration of the Agreement, is not a member of the Association, acknowledges that notice of termination or modification of this Agreement, which is given to the Association, shall be notice to the Employer of the Union's desire to modify or terminate this Agreement.

In the event that any Employer (who was not a member of the Association) does not give the Union written notice of its intention to negotiate separately for a renewal Collective Bargaining Agreement within the sixty (60) days set forth herein for the Association (s), then the Employer shall be deemed to have appointed the Association as its agent for collective bargaining and further agrees that it shall be bound by any Collective Bargaining Agreement entered into between the Union and the Association.

The provisions of this Section shall operate for successive Collective Bargaining Agreements, until such time as the Employer gives timely notice to the Union that it desires to negotiate separately or until such time as the Union gives notice that it does not desire to have the Association act as the bargaining agent for the Employer.

Section 18.6 This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing, state the effective date thereof and be executed in the same manner as was this agreement.

NON-EXCLUSIVE LANGUAGE

Wherever in this Agreement the words he, him, his, himself, Journeyman, or Journeymen are used, such words shall be construed to include those persons of feminine gender as well as those of masculine gender.

EXHIBIT A

IN WITNESS WHEREOF, the Parties have set their hands and seals as of this 1st day of June, 2012 and agree that all provisions in this Agreement, including rates of pay become effective as of June 1, 2012.

The undersigned Employer reaffirms:

1. Its obligation to comply with the current Local Union No. 166/Mechanical Contractors Association Collective Bargaining Agreement.
2. Its adoption to the Pension, Profit Sharing Annuity, Health and Welfare, Apprentice Training Trust, and ISPTA/MCA Drug Program Agreements referred to in the Collective Bargaining Agreement; and
3. Its agreement that the Employer Trustees of such Trusts are authorized to act on its behalf so long as such Employer Trustees act lawfully.

*Kent L. Pinner*

Plumbers & Steamfitters Local  
Union No. 166 Representative

\_\_\_\_\_  
Name of Company

Effective: 7/25/12

Date

By: \_\_\_\_\_  
Signature Date

EXHIBIT B

IN WITNESS WHEREOF, the Parties have set their hands and seals as of this 15<sup>th</sup> day of June, 2012 and agree that all provisions in this Agreement, including rates of pay, become effective as of June 1, 2012.


The undersigned Employer reaffirms:

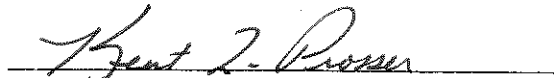
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3. Its agreement that the Employer Trustees of such Trusts are authorized to act on its behalf so long as such Employer Trustees act lawfully

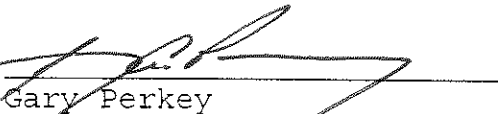
NEGOTIATING COMMITTEE MEMBERS FOR:

MECHANICAL CONTRACTORS  
ASSOCIATION OF INDIANA, INC.  
FORT WAYNE AREA

LOCAL UNION NO. 166 OF THE  
UNITED ASSOCIATION OF  
JOURNEYMEN & APPRENTICES OF  
THE PLUMBING & PIPE FITTING  
INDUSTRY OF THE UNITED STATES  
AND CANADA, AFL-CIO

  
Ted Current

  
Kent L. Prosser

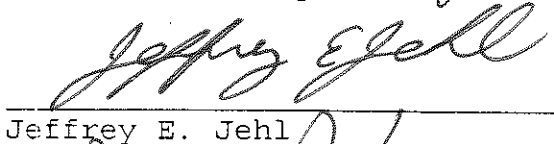
  
Gary Perkey

  
Thomas E. Fortman

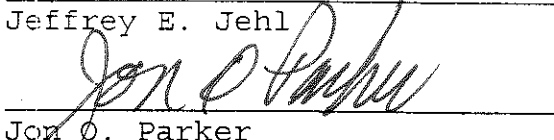
  
Doug Zollinger

  
Michael J. Klinger

  
William Meyer

  
Jeffrey E. Jehl

  
Jack Koehne

  
Jon O. Parker

## APPENDIX A

The following is the jurisdiction of work of Journeymen and Apprentices:

1. All piping for plumbing, water, waste, floor drains, drain gates, supply, leader, soil pipe, grease traps, sewage and vent lines.
2. All piping for water, filters, water softeners, water meters, and the setting of the 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 fountains.
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, cesspools, water storage tanks, etc.
7. All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and wash rooms, shower stalls, etc.
8. All bathroom, toilet and shower room accessories, i.e., as 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 or 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 and racks of every description, whether screwed or welded.
14. All piping for pneumatic vacuum cleaning systems of every description.
15. All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil or gas used in connection with railway cars, railway motor cars, and railway locomotives.
16. All marine piping, and all piping used in connection with shipbuilding and ship yards.
17. All power plant piping of every description.
18. The handling, assembling, and erecting of all economizers, superheaters, 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, and piping of instruments, measuring devices, thermostatic controls, gauge boards, and other controls used in connection with power heating, refrigeration, air conditioning, manufacturing, mining, and industrial work.
23. The setting and erecting of all boiler feeders, water heater filters, water softeners, purifiers, condensate equipment, pumps condensers, coolers, and all piping for same in power house, 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 the same, chemicals, minerals and by- products and refining of same, for any and all purposes.
25. The setting and erecting of all underfeed stokers, fuel burners, and piping, including gas, oil, 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, steam, air, gas, oil, chemicals or any other method.
33. All piping, setting and hanging of all units and fixtures for air conditioning, cooling, heating, roof cooling, refrigeration, ice making, humidifying, dehumidifying, dehydrating, by any method, and the charging and testing, 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 description and character.
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, support sleeves, thimbles, hangers, conduits, and boxes used in connection with the pipe fitting industry.
41. The handling and setting of boilers, setting of fronts, setting of soot blowers, and attaching of all boiler trimmings.
42. All piping 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 pipe fitting 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 pipe fitting industry.
48. The operation, maintenance, repairing, servicing, and dismantling of all work installed by Journeymen and Apprentices who are members of the Bargaining Unit.
49. All piping for cataracts, cascades, i.e., (artificial waterfalls), 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 kind of material, or product manufactured into pipe, usable in the pipe fitting industry, regardless of size or shapes.
51. Journeymen and Apprentices of the Bargaining Unit will cut, thread, and or fabricate all pipe which is to be installed,

regardless of size. A Journeyman or his Apprentice will cut and thread all pipe in the shop or on jobsites. An Apprentice shall be prohibited from working, except under the direct supervision of a Journeyman, except an Apprentice in his last year may work alone.

52. Journeymen or Apprentices of the Bargaining Unit shall load, unload, and install all materials and equipment pertaining to our Trade upon its arrival in the jurisdiction of the Bargaining Unit, except this does not apply to materials delivered to the Employer's shop by Carrier Trucks when members of the Bargaining Unit are not available at the Employer's shop.

#### **APPENDIX B**

#### **ALCOHOL AND DRUG POLICY**

**Indiana State Pipe Trades Association/Mechanical Contractors Association of Indiana  
Statewide Drug and Alcohol Testing Policy and Program**

Implemented as though fully reprinted here.

**APPENDIX D**  
**BACKGROUND CHECK GUIDELINES**

Plumbers & Steamfitters Local 166 and the MCAI of Fort Wayne have agreed to the following Guidelines for Employers signatory to this Agreement who wish to conduct background checks on new applicants and current Employees. Employers may adopt policies so long as they are fully consistent with these Guidelines.

1. An Employer may conduct background checks as described herein on all applicants for employment or current Employees as required by an Employer's customer.
2. An Employer may directly, or through the use of a "consumer reporting agency" (as defined in the Fair Credit Reporting Act ("FCRA")):
  - a. obtain criminal conviction records (non-juvenile and within the past seven years);
  - b. obtain driving records (when the employee's duties include or are expected to include operation of a company vehicle);
  - c. conduct a Social Security trace
  - d. verify references;
  - e. verify employment history; and
  - f. any other information as may required by Customer.
3. An Employer may not conduct a personal credit check or an investigative consumer report which would provide information on an individual's character, general reputation, personal characteristics or mode of living.
4. Individuals for whom a background check is conducted may be required to execute an Authorization Form allowing such background check. Such authorizations shall not require any individual to waive rights available to him under the FCRA or other applicable law, or to relieve an Employer of liability under the FCRA or applicable law in connection with such background check.
5. Individuals shall be provided a written notice of their rights under FCRA and any other applicable law, with a complete and accurate disclosure of the nature and scope of the background check, and a copy of any report (free of charge) prepared with respect to the individual.
6. If an Employer takes adverse action against an individual based on a background check, the Employer must notify the individual that adverse action has been taken for this reason, and must provide the individual with the opportunity to appeal that decision. Adversely affected Employees will have access to the Agreement's grievance and arbitration provisions.
7. All background checks shall comply fully with applicable law, including but not limited to the FCRA.

**APPENDIX E**  
Sample Grievance Form

Date:	
Name of Grievant:	Address:
Name of Party against whom the Grievance is Filed:	Address:
Job Name/Location:	Local Union No. and Union Representative:
Date of Violation:	Article(s): and Section(s) Violated:
Brief Description of Violation:	
(attach additional sheets if necessary)	
Relief Requested by the Grievant (be specific):	
Grievant's Signature:	Date: