



Beaumont Area
CONTRACT AGREEMENT
between
PLUMBERS LOCAL 68
and
SABINE-NECHES PLUMBING
and
**HEATING CONTRACTORS
ASSOCIATION**

EFFECTIVE: October 1, 2018 – September 30, 2021

*“Two Organizations Working Together
For A Better Industry”*

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**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
SABINE-NECHES PLUMBING
AND HEATING CONTRACTORS
AND
PLUMBERS LOCAL UNION NO. 68
OF HOUSTON, TEXAS**

This collective bargaining agreement made and entered into by and between Sabine-Neches Plumbing and Heating Contractors this 1st day of October, 2018 and terminating September 30, 2021 and ratified and confirmed by its officers and members of Plumbers Local Union No. 68 of the United Association of Journeyman and Apprentices of the United States and Canada, within the jurisdiction of Plumbers Local Union 68, by which the parties hereto agree as follows:

**ARTICLE I
RECOGNITION**

Plumbers Local Union No. 68 (Union) has requested that the Employer recognize it as the Section 9(a) representative of its employees, the Union has submitted to the Employer evidence that the Union has the support of a majority of the Employer's employees, and the Employer acknowledges and agrees that a majority of its employees have authorized the Union to represent them in collective bargaining. The Employer hereby recognizes the Union as the exclusive collective bargaining representative under Section 9(a) of the National Labor Relations Act of all employees performing work covered by the collective bargaining agreement on all present and future job sites within the jurisdiction of the Union.

ARTICLE II GEOGRAPHICAL JURISDICTION

The jurisdictional area covered by this agreement shall be comprised of the following counties: Angelina, Hardin, Houston, Jasper, Jefferson, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, Shelby, Trinity, Tyler, and parts of Liberty and Chambers counties east of the Trinity River.

ARTICLE III TRADE OR WORK JURISDICTION

This agreement covers the rates of pay, hours, and working conditions of all employees engaged in the installation of all plumbing and/or pipe fitting systems and component parts thereof, including fabrication, assembling, erection, installation, testing, balancing, dismantling, repairing, distributing, tying on and hoisting of all piping materials, by any method, including all hangers and supports of every description and all other work included in the trade jurisdiction of the United Association.

Equipment used on building and construction work in conjunction with the work of the trade, as a time and labor saving device, shall be operated by any employees covered by this agreement.

The operation of pumps, air compressor and welding machines when used in conjunction with work covered by this agreement shall be done by any employee covered by this agreement. The testing and balancing of all plumbing and pipe fitting systems or component parts thereof shall be done by any employees covered by this agreement.

- All piping for plumbing: water, waste, floor drains, drain grates, supply leaders, soil pipe, grease traps, sewerage and vent lines.
- All piping for water filters, water softeners, water meters, and setting of same.
- 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.
- All water services from mains to building, including water meters and water meter foundations.
- All water mains from whatever source, including branches and fire hydrants, etc.
- All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc.
- All liquid soap piping tanks, soap valves and equipment in bath and wash rooms, shower stalls, etc.
- All bathroom, toilet room and shower room accessories, i.e., as towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.
- All lawn sprinkler work, including piping, fittings and lawn sprinkler heads.
- All sheet lining for X-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipe fitting purposes and for roof flashings in connection with the pipe fitting industry.

- 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.
- All block tin coils, carbonic gas piping for soda fountains and bars, etc.
- All piping for railing work, and racks of every description, whether screwed or welded.
- All piping for pneumatic vacuum cleaning system of every description.
- All piping for hydraulic vacuum, pneumatic, air, water, steam, oil, or gas, used in connection with railway cars, railway motor cars, and railway locomotives.
- All marine piping, and all piping used in connection with shipbuilding and shipyards.
- All power plant piping of every description.
- The handling, assembling and erection of all economizers, super-heaters, regardless of the mode or method of making joints, hangers and erecting same.
- All internal and external piping on boilers, heater tanks, and evaporators, water legs, water back, and water grates, and boiler compound equipment, etc.
- All soot blowers and soot-collecting systems.
- The setting, erecting and piping for all smoke consuming and smoke washing and regulating devices.
- 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.

- The setting and erecting of all boiler feeder water heaters, filters, water softeners, purifiers condensate equipment, pumps, condensers, coolers, and all piping for same in power houses, distributing and boosting stations, refrigeration, bottling, distilling and brewing plants, heating, ventilating and air conditioning systems.
- All piping for artificial gases, natural gases, and holders and equipment for same, chemicals, minerals and by-products and refining of same for any and all purposes.
- 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 piping systems, including all air washing and dust collecting and parts of piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.
- 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.
- 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.
- All fire extinguishing systems and piping, whether by water, steam, gas or chemical fire alarm piping, and control tubing, etc.
- All piping for sterilizing, chemical treatment, deodorizing, and all cleaning systems of every description, and laundry purposes.
- All piping for oil or gasoline tanks, gravity pressure lubricating and greasing systems, air and hydraulic lifts, etc.

- All piping for power or heating purposes, either by water, air steam, gas, oil, chemicals, or any other method.
- All piping, setting and hangings of all units and fixtures for air-conditioning, cooling, heating, roof cooling refrigerating, ice making, humidifying, dehydrating, by any method, and the charging and testing, servicing of all work after completion.
- All pneumatic tube work, and all piping for carrying systems by vacuum, compressed air, steam, water, or any other method.
- All piping to stoves, fire grates, blast and heating furnaces, ovens, dryers, heaters, oil burners, stokers and boilers, cooking utensils, etc., of every description.
- All piping in connection with central distributing filtration treatment stations, boosting station, waste and sewerage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling walls, suction basins, settling basins and aeration basins.
- All process piping for refining, manufacturing, industrial and shipping purposes, of every description and character.
- All air piping of every description.
- All temporary piping of every description in connection with building and construction work, excavating and underground construction.
- The laying out of all holes, chases and channels, and the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduits, and boxes, used in connection with the pipe fitting industry.

- The handling and setting of boilers, setting of fronts, setting of soot blowers, and attaching of all boiler trimmings.
- All pipe transportation lines for gas, oil, gasoline, fluids, water aqueducts, and water lines and booster stations of every description.
- All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, expanded joints, rolled joints, and other mode or method of making joints in connection with the pipe fitting industry.
- Laying out, cutting bending and fabricating all pipe work of every description, by whatever mode or method.
- All methods of stress relieving of all pipe joints made by every mode or method.
- The assembling and erecting of tanks used for mechanical, manufacturing, or industrial purposes, to be assembled with bolts, packed or welded joints.
- The handling and using of all tools and equipment that may be necessary for erecting and installation of all work and materials used in the pipe fitting industry.
- The operation, maintenance, repairing, servicing and dismantling of all work installed by employees represented by Local Union 68.
- All piping for cataracts, cascades, (i.e., artificial water falls) make-up water fountain, captured waters, water towers, cooling towers, and spray ponds, used for industrial, manufacturing commercial for any other purposes.
- Piping herein specified means pipe made from metal, tile glass, rubber, plastics, wood, or any other kind of material or products manufactured into pipe, usable in the pipe industry, regardless of size or shape.

It is understood that the settlement of jurisdictional dispute with other building trades organizations shall be adjusted in accordance with procedure established by the impartial jurisdictional disputes or any successor agency.

It is understood that a trade or craft dispute in a United Association Local Union or between two or more United Association Local Unions shall be adjusted and decided in accordance with the procedure established in the current constitution of the United Association.

There shall be no work stoppage because of jurisdictional disputes.

ARTICLE IV EMPLOYMENT OF MEN

- (a) Both parties acknowledge that, in carrying out contracts made by the Employer, it is important to have experienced and skilled workmen. The Employer recognizes the Union as the primary source of experienced and skilled workmen and agrees, when in need of employees, to notify and use the union as a source of positions covered by this agreement. The Union agrees that, when an employer requests employees, it will exert every effort to supply skilled men.
- (b) The appointment of employees represented by Local Union No. 68 as Foreman is the privilege of the Employer. A foreman shall be appointed if as many as two (2) Journeymen are working on any one job. Foreman may handle tools and install the work of a journeyman. The selection of Foreman shall be entirely the responsibility of the Employer, it being understood that, in the selection of such supervision, the employer will give primary

consideration to the qualified men available in the local area. After giving such consideration, the Employer may select such men from other areas. Foreman shall take orders from individuals designated by the Employer. A Superintendent shall be appointed if there are as many as ten (10) journeymen on any one job. A Foreman or Superintendent shall not work overtime unless there is a job steward working with him. There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trade. There shall be no restriction of efficient use of manpower other than as may be required by safety regulations.

- (c) The Union may designate a steward who will, in addition to his other work be permitted to perform during working hours such duties as steward that cannot be reasonably performed at other times; such duties shall be performed as expeditiously as possible. The Employer agrees to allow the steward a reasonable amount of time for the performance of such duties. In as much as the job or shop steward is on job representative of Local Union No. 68, he shall be the last employee laid off except the foreman. A steward may be fired or terminated for just cause only after the Employer has given the Business Manager's office a twenty-four (24) hour notice and give the reason for this action. If this is not acceptable, the Employer may appeal to the Grievance Committee. A steward shall be a qualified workman performing work of his craft and shall exercise no supervisory functions. There shall be no non-working stewards.

- (d) Any contractor performing work within the jurisdiction of Local Union No. 68, whose place of business is located outside the jurisdiction covered by this agreement, may send only one man, who shall be designated as a non-working Superintendent. The first man employed from Local Union No. 68 shall be designated as a Foreman.
- (e) In the referral of applicants, the Employer shall be the sole judge of the number of employees required.
- (f) The Employer agrees to be bound by the referral practices of this agreement. The Employer reserves the right to request key personnel such as Superintendents, Foremen, Draftsmen and Estimators by name without regard to members position on the out of work list. However, at no time shall the employer be allowed to request more than 50% by name. The first employee may be requested by name and second will be dispatched off the out of work list on a first in first out basis.
- (g) The Employer shall retain the right to reject any applicant referred by the Union.
- (h) If upon request, the Local Union is unable within forty-eight (48) hours, weekends and holidays excluded, to supply journeymen, apprentices, and other classifications, the Employer may secure said employees from other sources. When the employer secures employees from other sources employees must be registered with the union offices within (48) hours, weekends and holidays excluded.
- (i) It is the intent of all parties to this agreement that the employee will furnish a full, fair day's work for a fair day's pay.

- (j) Management shall be the sole determiner of the size and composition of the work force. Management shall have the prerogative of controlling its operations, introducing new or improved methods or facilities and changing methods or facilities, subject to the limitations set forth in this agreement.
- (k) The Union shall not sanction any employee performing any plumbing, heating, cooling, or pipe work after his regular working hours for other than his current employer. The employer may file a grievance with the Labor Management Committee for a resolution.

ARTICLE V ECONOMIC PACKAGE

It is agreed by all parties signatory to this agreement that the total wage package per hour for a Journeyman Plumber shall be as outlined in this Article. Employer agrees that payment is required for all the herein listed items in the amount indicated. There are no items that are to be considered as voluntary in payment. The basic hourly wage rate shall consist of the cash wage, vacation savings, working assessment and tool allowance. On all overtime hours the basic hourly rate shall be paid at the applicable overtime rate of time and one half or double time for employees covered by this Agreement. Vacation savings, working assessment and tool allowance will be subject to taxes. Taxes deducted, then savings and working assessment deducted and paid in the same manner as other fringes. Employer shall be notified in advance of any changes in the economic package.

Effective October 1, 2018, the below amounts are to be paid as indicated.

Wages, Fringes and Other Monies for Journeymen

Effective	<u>10/01/18</u>	<u>10/01/19</u>	<u>10/01/20</u>
Cash Wage	\$ 28.70		
Vacation Savings	.67	wage	wage
Working Assessment	1.00	opener	opener
Tool Allowance	<u>.30</u>		
Basic Hourly	\$ 30.67		
Insurance	\$ 5.33		
Local Pension	.85		
National Pension	3.91		
Apprenticeship Training	.72		
International Training	<u>.10</u>		
TOTAL	\$ 41.58		

This Collective Bargaining Agreement shall expire September 30, 2021.

Effective October 1, 2018, Vacation Savings will be paid at the rate of **\$.67** for straight time, **\$1.01** for time and one-half, and **\$1.34** for double time. Working assessment will be paid at the rate of **\$1.00** for straight time, **\$1.50** for time and one-half, and **\$2.00** for double time. *These items plus the fringe benefits for Insurance, Local Pension, Apprentice Training and Industry Fund total **\$8.57 per hour for straight time, \$9.41 per hour for time and one-half and \$10.24 per hour for double time.** In addition, \$3.91 (eff. 10/1/10) per hour for the National Pension and \$.10 per hour for the International Training Fund will be paid separately on forms provided by the National Pension Fund.*

Foreman shall be paid \$1.00 per hour above Journeyman rate.
 Superintendent shall be paid \$1.25 per hour above Journeyman rate.

APPRENTICE WAGES RATES

Apprentices shall be paid on a percentage of the cash wage to Journeymen which are as follows: 1st period 55%, 2nd period 61%, 3rd period 66%, 4th period 72%, 5th period 78%.

Wages, Fringes and Other Monies for Apprentices
Effective: 10/01/18

	<u>Provisional</u>	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>
Cash Wage	\$11.70	\$15.79	\$17.51	\$18.94	\$20.66	\$22.39
Vacation Savings	.00	.67	.67	.67	.67	.67
Working Assessment	.00	.90	.90	.90	.90	.90
Tool Allowance	.00	.30	.30	.30	.30	.30
Basic Hourly	\$11.70	\$17.66	\$19.38	\$20.81	\$22.53	\$24.26
Insurance	\$2.75	\$5.33	\$5.33	\$5.33	\$5.33	\$5.33
Local Pension	.00	.00	.00	.85	.85	.85
National Pension	.00	.00	.00	3.91	3.91	3.91
Apprenticeship Training	.00	.72	.72	.72	.72	.72
International Training	.00	.00	.10	.10	.10	.10
TOTAL	\$14.45	\$23.71	\$25.53	\$31.72	\$33.44	\$35.17

- (a) Apprentices shall be paid fringe benefits in the same manner as Journeymen for straight times as well as overtime hours worked.

- (b) Insurance, Vacation Savings, Working Assessment and Apprentice Training shall be the only items in addition to cash wage paid to 1st period 1st 6 mos, 1st period 2nd 6 mos and 2nd period apprentices. Monies paid to the International Training Fund will be paid on all apprentices except 1st period apprentices.
- (c) A Provisional Trainee will be paid at the negotiated rate of \$11.70 per hour plus \$2.75 employee only health insurance.
- (d) It shall be considered a justifiable cause for termination of this Agreement if:
 - (1) Employer fails to carry proper workmen's compensation insurance on employees covered by this Agreement.
 - (2) Employer becomes delinquent in the payment of wages or fringe benefits due under this Agreement.
 - (3) Employer fails to furnish proper social security, income tax and statements concerning the number of total hours worked.

ARTICLE VI

VACATION FUND AND WORKING ASSESSMENT

- (a) It is agreed that the Vacation Savings Plan Trust Fund established July 30, 1975 and re-established April 14, 1989, will be observed by all parties signatory hereto during the life of this Agreement. The Fund shall comply in all respects with Section 302 of the National Labor Relations Act. Contributions to this fund will be listed in Article V.

It is further understood and agreed that an Employer employing any employee covered by this Agreement will make out such

employee's check in the normal manner. The Employer will make all necessary deductions for F.I.C.A. and other taxes required by law from this amount. The Employer will then deduct the appropriate amount per man hour worked to be paid in the same manner as other fringes.

It is agreed that employees may request their Employer to withhold additional Vacation-Savings from their paycheck each week by using the following guidelines:

- (1) Employee must complete the required Employer Payroll Deduction Authorization Form.
 - (2) All deductions must be in \$.25 increments in addition to the normal hourly deduction.
 - (3) Requests for additional deductions may be made within 30 days of the date of employment or in the month of January, whichever comes first.
 - (4) Any requests for changes in payroll deductions made on dates other than those listed above must be mutually agreed upon by the Employer and Employee.
 - (5) Employer Payroll Deductions will be paid in the same manner as other fringe benefits.
- (b) The Employer agrees that upon receipt of an authorization signed by a member of the Union each Employer shall deduct from the member's pay check each week, a working assessment in the amount specified in Article V, and shall forward the same monthly in the same manner as other fringe benefits. The Employer will make all necessary deductions for F.I.C.A. and other taxes required by law. Such amount shall be receipted to

the Employer by the Local Union upon the request of the Employer. Such authorization shall be irrevocable for a period of one year or to the anniversary date of the Agreement, whichever comes first, and shall be automatically renewed and irrevocable for a successive period of one (1) year unless revoked by written notice to Employer and Union thirty (30) days prior to the anniversary date of the Agreement or whichever occurs sooner. The Union agrees to indemnify and hold the Employer harmless against any demand, claim, suit, or cause of action arising from or incident to the withholding of working assessment from the pay of any Employee within the Bargaining Unit.

ARTICLE VII APPRENTICE TRAINING FUND

It is agreed that the Houston Area Plumbing Joint Apprenticeship Fund established March 29, 1956, with subsequent modifications, will be observed by all parties signatory hereto during the life of this Agreement. Employer agrees to contribute the amount as listed in Article V.

ARTICLE VIII PLUMBER'S LOCAL 68 WELFARE FUND

It is agreed that the Plumber's Welfare Fund established December 23, 1955 with subsequent modifications, will be observed by all parties signatory hereto during the life of this Agreement. Employer agrees to contribute the amount as listed in Article V.

**ARTICLE IX
PLUMBER'S LOCAL 68 PENSION FUND**

- (a) It is agreed that the Plumber's Local 68 Pension Fund established June 20, 1964, and amended October 1, 1985, will be observed by all parties signatory hereto during the life of this Agreement. Employer agrees to contribute the amount as listed in Article V.
- (b) National Pension Fund - The Employer agrees to make contributions to the Plumbers and Pipefitters National Pension Fund in accordance with the revised Standard Form of Participation Agreement attached to and made part of this Agreement. Employer agrees to contribute the amount as listed in Article V.

**ARTICLE X
CONTRIBUTIONS**

- (a) Payment of contributions shall be due on or before the 10th of each month for the previous month. Any payments made after the end of the month in which they are due will be considered delinquent. Contributions received more than ten (10) days after the delinquency date must include interest in an amount equal to 18% per annum, pro-rated daily, on the total contributions due.
- (b) Each employer shall carry a bond in an amount equal to the total amount of Journeyman fringe benefits per hour times 510 hours per employee, based on the average number of employees for the previous year, with the maximum amount of the bond to be \$200,000.00 and the minimum amount of the bond to be

\$5,000.00 for shops employing 2 or less employees and \$20,000 minimum for shops employing 3 or more employees. At such time an Employer increases their workforce over and above the amount previously established for their bond, the Employer shall provide an additional bond or cashier's check, as determined by the Joint Trust Committee, to sufficiently cover three (3) months fringe benefits for the additional employees. Such determination is to be made by the Joint Trust Committee. In the event the Employer is unable to secure a bond, he must place on deposit with the Joint Trust Committee a cashier's check in the amount equal to the total amount of Journeyman fringe benefits per hour times 510 hours per man. This bond or check will guarantee to the Trustees of Plumbers Vacation Savings, Welfare, Pension, Apprenticeship Training and International Training Funds the full, complete and prompt payment of all monies due these funds. Such bonds shall be in full force prior of all monies due these funds and payment of working assessments. Such bonds shall be in full force prior to the date of first employment under this Agreement. The bond will include a thirty (30) day notification before cancellation can be made.

- (c) All bonds or other security are to be deposited with the Joint Trust Committee. They will be responsible for enforcement and approval of all security submitted as to their validity.
- (d) If any employer fails to make payments within ten days after the delinquency date the delinquent employer shall pay interest in an amount equal to 18% per annum, pro-rated daily, on the total contributions due.

If an Employer becomes two (2) months delinquent, in addition to the interest assessment and legal collection procedures, the Fund Manager will notify the Employees of the delinquent Employer of such delinquency and the potential for a loss of future insurance coverage.

If an Employer becomes three (3) months delinquent, in addition to the interest assessment and the legal collection procedures, the Fund Manager will notify the Employer's bonding company of such delinquency.

In all collection cases, the Board of Trustees has the authority to waive the assessment of interest and/or attorney's fees, in whole or in part, for good cause.

It is further agreed that if it becomes necessary to sue any employer to collect fringes and contributions due hereunder such employer shall be responsible for paying necessary court costs, reasonable attorney fees, and any other expenses incurred – with contributions and fringes, as well as said interest of 18% per annum, pro-rated daily on the total contributions due.

Employers signatory to this agreement shall make their payroll and other employment records available to the trustees for inspection upon demand.

ARTICLE XI HOURS, REPORTING TIME, TERMINATIONS, INSURANCE AND HOLIDAYS

- (a) An employee, after being hired and reporting for work at the regular starting time and for whom no work is available, shall receive pay for two (2) hours at the basic straight time hourly

rate of wages unless he has been notified before leaving his home not to report. Exceptions, however shall be when strike conditions make it impossible to put such an employee to work, or when stoppage of work is occasioned hereby, or when an employee leaves work of his own accord. When the conditions set forth in this paragraph occur on an overtime day, or shift work, the premium rate shall be paid.

An employee reporting for work at the regular starting time at a shop or job, and for whom no work is available due to weather conditions, will receive two (2) hours pay for reporting time. To be eligible to receive such reporting pay, the employee must check in at the job or shop at the regular starting time and remain there for two (2) hours. In order to qualify for the pay provided for, the employee must remain on the job available for work during the period of time for which he receives pay unless released sooner by the employer's principal supervisor. After starting to work and work is stopped because of weather conditions, the employee shall receive pay for the actual time on the job but, in no event, less than two (2) hours.

The Employer shall have sole responsibility to determine availability of work due to weather conditions. When the conditions set forth in this paragraph occur on an overtime day, or on shift work, the premium rate shall be paid.

When an employer considers it necessary to shut down a job to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee, in such cases employees will be compensated for the actual time worked.

A job may work four (4) - ten (10) hour days, provided the job agrees at straight time pay, at the discretion of the Employer.

- (b) The Employer under this agreement, shall furnish to each employee represented by Local Union No. 68 an itemized statement with each weekly payroll, stating the payroll period, wage scale, number of regular hours, overtime hours, and all other deductions. If paid by check, these items are to be noted on the attached stub, if paid in cash, these items must be on an official receipt.
- (c) Upon termination, the Employer will make out a notice of termination slip setting forth the reason for termination, giving one copy to the employee, one copy to the Union and one copy for the employers file. The Local and the Employer shall mutually agree upon the type of termination slip that is used.
- (d) The Employer of employees hereby agrees to carry the following insurance to fully protect their employees who are represented by Local Union No. 68, and each Employer shall file with said Local a certificate containing a ten (10) day notice of cancellation. Each Employer bound by this agreement, who shall come within the provisions of his respective State Workman's Compensation Act, and if not, they must elect to provide and pay the compensation for in said act, by insuring of their entire liability to pay such compensation in some other Insurance Carrier authorized, licensed or permitted to carry on such business in the respective state. If no Workman's Compensation Act exists in any particular state, then the Employer will carry the proper insurance to pay claim for injury to employees represented by Local Union No. 68 that may be awarded them.

- (e) In order to insure all employees covered by this agreement against the hazards of unemployment resulting through no fault of their own, it is agreed by and between all parties hereto, that all employers not already required to pay contributions under State Unemployment Compensation Act, shall voluntarily elect to become subject thereto and liable for payment of contributions there under in the manner provided by the aforesaid State Act and regulations promulgated pursuant thereto; said election to become effective as of the date of signing this agreement locally.
- (f) The following legal holidays shall be recognized and paid for at the rate of double time: Memorial Day, July 4th, Labor Day, Thanksgiving Day and the Friday following Thanksgiving Day, Christmas Day, and New Years Day. If a holiday occurs on Saturday, it shall be observed on that day; and if a holiday occurs on Sunday, then it shall be observed on Monday. Make-up days of legal holidays shall be paid at the rate of double time unless otherwise agreed to, in writing, by both the Union and the Employer.
- (g) Eight (8) hours shall constitute a day's work, beginning at eight (8) o'clock a.m. and ending at five (5) o'clock p.m., where one (1) hour is given for lunch; and begins at eight (8) o'clock and ends at four-thirty (4:30) o'clock p.m., where one-half (1/2) hour is given for lunch. The work week shall be forty (40) hours, beginning at eight (8) o'clock a.m. Monday and ending at five (5) o'clock p.m. Friday. However, if agreed by both parties, it may be permissible to begin work no more than two (2) hours earlier. Any hours before or after the hours agreed

upon must be at the overtime rate. It is agreed that Local Union No. 68 will be notified of any request to change the hours of work. Refer to Article V. All hours worked over 10 consecutive hours or 40 hours per week shall be paid at the appropriate overtime rate.

- (h) Each Employer shall pay his employees on or before seven (7) days after the end of each payroll period. When employees are laid off or discharged, they shall be paid in full at the time of termination of employment. If an employee quits, he will be paid in full at the end of the next regular pay period.
- (i) When two (2) or three (3) shifts are worked, the first day or day shift shall be established on an eight (8) hour basis, paid for eight (8) hours; the second shift shall be established on a seven and one-half (7 1/2) hour basis, paid for eight (8) hours; and the third shift shall be established on a seven (7) hour basis, paid for eight (8) hours.
- (j) Any work performed on Sundays shall be paid at double time.
- (k) Employees are to be paid at the option of the Employer in cash, by electronic or automatic deposit, mail or negotiable payroll check, as previously authorized by Employee and Employer. If mailed, the Employer will mail checks such that check arrives no later than the seventh day following the end of the Employer's weekly payroll period.
- (l) Pay Day shall be once each week no later than the seventh day following the end of the Employers' weekly payroll period. When a Monday bank holiday would prevent the Employer from making an electronic or automatic deposit as prescribed in

paragraph (k), the Employer will make the electronic or automatic deposit so that the funds are available to the Employee no later than the seventh day following the end of the Employer's weekly payroll period.

- (m) If payday falls on a negotiated holiday, payroll shall be due before such holiday. Any employee failing to receive wages by end of normal pay day shall report the fact to the Union's Business Agent at once, and no employees shall work for that Employer until the account is paid in full. Any employee having to wait shall charge straight time (up to eight hours) for waiting for his wages to be paid.
- (n) Should the employee be unable to work due to inclement weather, or other matters beyond the employer's control, employer may use scheduled days off as make-up days. Scheduled days off shall not be used to make-up negotiated holidays. Attendance for make-up days is voluntary.

ARTICLE XII WORKING RULES

- (a) Employee represented by Local Union No. 68 shall not be allowed to perform work that is a part of the work jurisdiction of the United Association for an employer (including self-employment) who is not signatory to a collective bargaining agreement with Plumbers Local Union No. 68. However, permission may be granted by the Local Union Business Manager or his representative to do such work under circumstances as he may deem warranted, or said work to be charity.

- (b) No employee will be allowed to furnish a vehicle of any description to transport material for the Employer. Effective October 1, 2015, the Employer agrees to reimburse the journeymen and apprentices at the rate of thirty cents (\$.30) per man hour for each hour worked for the furnishing care maintenance, transportation, and replacement of all plumbers, hand tools which shall include such tools which are necessary to perform work assigned. This thirty cents (\$.30) per man hour will not apply to the superintendent or members of Plumbers Local Union No. 68 who have a negotiated wage of superintendent or higher.
- (c) The Employer shall be responsible for employee furnished hand tools that are stolen or destroyed when locked up or stored under Employer's care, provided that all stolen or destroyed tools in the amount of \$25.00 or more be reported to the Police Department and the case number reported to the Employer before restitution of same can be made. If employee and Employer can not agree on a tool list, then the matter shall be referred to the Joint Arbitration Board.
- (d) Any Employer whose main office or shop is located within the geographical jurisdiction (Article II) covered by this Agreement, shall not be required to pay expenses of any employee whenever the job is located within the geographical jurisdiction covered by this Agreement.

When an employee is ordered by an Employer to a job located outside the geographical jurisdiction covered by this Agreement, the Employer shall pay:

- (1) Straight time to and from the job for all hours en route
 - (2) Furnish transportation by the most direct route or pay the Federal Mileage Standard if transportation is by an employee's automobile
 - (3) Pay expenses en route and while in their employ upon presentation of vouchers
 - (4) Work covered by Houston Collective Bargaining Agreement shall be paid at current applicable scale. Employer shall have current Houston Collective Bargaining Agreement signed before starting work except if a current national or special agreement is in place.
- (e) It is recognized that the builders transit and/or level, and other optical instruments, laser and similar instruments are a tool of the trade and will be used by the craft requiring the use of the instrument.
- (f) The Employer shall furnish drinking water and sanitary facilities when it is not furnished by the general contractor.
- (g) The Employer shall furnish a first-aid kit wherever employees represented by Local Union No. 68 are working. The Employer shall also furnish all safety equipment for his employees that may be required for safe working conditions. The minimum shall be those required by the insurance underwriters.
- (h) Security procedures for control of tools, equipment and materials are solely the responsibility of the Employer. The employee will account for all tools, issued properties and materials belonging to the Employer upon request of Employer. Employees proven negligent in the prevention of the theft or

loss of such tools, issued properties or materials will be subject to termination and the Employer may file a grievance with the Labor Management Committee for a resolution.

- (i) Workmen shall be at their place of work at the starting time and shall remain at their place of work performing their assigned functions under the supervision of the Employer until quitting time. The parties reaffirm the policy of a fair day's work for a fair day's wages.
- (j) Practices not a part of the terms and conditions of collective bargaining agreements will not be recognized.
- (k) Slowdowns, stand-by crews and featherbedding practices will not be tolerated.

ARTICLE XIII TOOLS

The following is a list of tools which the parties agree the employees covered by this Agreement will not be required to furnish.

- (a) Repair men will not be required to furnish as a condition to employment, seating tools, removable reseating tools and taps.
 - Taps and dies
 - Faucet handle pullers
 - Flush valve resealing tools
 - Tub and shower deep socket wrench sets
 - Presto lite tips and torches
 - Electric drills, bits, saws, and other electric or air operated power tools
 - Files, rasps, hacksaw blades, ease outs, extractors
 - Flashlight batteries
 - Sink line or drain line cables

- Extension cords and lights
 - Closet augers and force pumps
 - Volt meters, amprobes, circuit testers
 - Vacuum cleaners
 - Nipple kits, dope brushes, gas leak detectors, brushes and testing devices
 - Uniforms, badges, caps or specialized clothing worn as a condition of employment
- (a) Repair men will not be required to furnish as a condition to employment, seating tools, removable reseating tools and taps.
- (b) Plumber Welders will not furnish as a condition to employment: gloves, sleeves, apron, jacket, goggles, hoods, chipping hammer, chisels, wire brushes, rasps, wraparounds, framing square, tri-squares, pipe scribes, soap stone, center punches, strikers, line up clamps, center finders, layout hammer, cutting tips, torches, lenses, welding rigs, clear glass, tip cleaners. (Welder may furnish his own hood if he desires.)
- (c) New construction employees will not furnish as a condition to employment: vise, stocks, dies, cutters, reamers, furnace, pot, hood, extension cords, wrenches over 14", running ropes for over 6" pipe, gasket ratchet puller, jacks, no ladles over 4 lbs., cold cuts, planetary bits, worm pilots, no power tool or power tool accessories.

Concrete points and chisels, ladders, hoisting tools or devices, keyhole saw blades, hacksaw blades, beveling and tapering tools, glass pipe tools, lead burning tips, torches and blow pipes, torches, tips, water main irons.

Parmalee wrenches, crescent wrenches over 12", ratchet socket wrenches and sets, copper cleaning brushes, acid brushes, dope brushes, copper pipe flaring tools over 5/8" O.D.

Tubing benders, cutter wheels, bending springs 2" and over, drift plugs over 2", masonry bits, builders levels, transits, hand levels over 24".

Minimum tools to be rented from employees covered by this Agreement are one (1) each of the following:

- Pencil
- 25' x 1" Measuring Tape
- 50' Tape
- Flashlight
- 60# No-hub Torque Wrench (5/16")
- 10" Pipe Wrench
- 14" Pipe Wrench
- 5/16" Nut Driver
- Copper Pipe Reamers
- Phillip's Head Screwdriver (Channel Locks)
- Screwdriver - slot (common)
- 3/8" Drive Ratchet and Socket set to include 5/16, 3/8, 7/16, 1/2, 9/16, 5/8, 11/16 and 3/4 sockets
- Ball Pean Hammer, 16 oz.
- Files (rat and flat bastard)
- Keyhole Saw Handle
- Tubing Cutter up to 2"
- Flare Block with Flaring Tool
- Small Tubing Cutter 1/8" to 1-1/8"
- 8" Level
- 18" Level
- Chalk Box
- 5/8" Cold Chisel
- Basin Wrench
- Spud Wrench
- Strap Wrench
- Water Pump Pliers
- Pliers - reg. 8"
- 12" Crescent
- 8" Crescent
- Allen Wrench Set
- 10" Square
- Hacksaw Frame
- Tool Box or Tray
- Tin Snips
- Plumb Bob

In recognizing the importance of maintaining Union wage rates in governmental construction contracts, the contractor agrees to assist the Union in completing requested forms for predetermination of prevailing wage rates for the various governmental agencies.

ARTICLE XIV APPRENTICES

- (a) Apprentices shall mean a person who has met the requirements of the Joint Plumber's Apprentice Committee.
- (b) The responsibility for determining the required number of apprentices and the adopting and administering of "National Apprentice Standards" to meet the local needs shall be vested in the Joint Apprentice Committee.
- (c) It shall be the intent and purpose of all parties to this Agreement to provide full opportunity to former military personnel to become apprentices under the provision of this Agreement.
- (d) Fifth year apprentices shall not be counted in the ratio of apprentices to journeymen.

Apprentices will not exceed one-third (1/3) of the total number of employees represented by Plumbers Local Union No. 68 working for an employer signatory to this Agreement.

One apprentice and one journeyman will be allowed to work on any two man job.

- (e) Provisional trainees shall be selected from the list of applicants for the apprentice program, who possess all the qualifications for the apprentice program but were not accepted by Houston Area Plumbing Joint Apprentice Committee due to class size

limitations. They shall be selected according to scores received as graded by H.A.P.J.A.C. during their interview. If this source is exhausted the Union will then select provisional trainees from qualified applicants who have registered at the Local Union.

- (1) The length of service for a provisional trainee shall be determined by the H.A.P.J.A.C. Provisional trainees having successfully completed up to two (2) years of service shall then be considered for the apprentice program as long as they meet all requirements of the Joint Apprentice Committee.
- (2) Provisional trainees shall be supervised by a Journeyman at all times.
- (3) Provisional trainees are not indentured apprentices or registered with the Federal Bureau of Apprentice Training. Provisional trainees shall apply to journeyman ratio the same as first period apprentice [see (d)]. Provisional trainees shall be paid at the rate as shown in Article V, paragraph (c).
- (4) If the Union is unable to provide employees of this classification, then the provision set out in Article IV, Paragraph (h) shall apply.

ARTICLE XV EQUAL EMPLOYMENT OPPORTUNITY

The Employer and the Union recognize that they are required by law not to discriminate against any person with regard to employment or union membership because of race, religion, color, sex, age, national origin or ancestry, and hereby declare their

acceptance and support of such laws. This shall apply to hiring, placement, employment, training during employment, rate of pay or other forms of compensation, selection for training, including apprenticeship, layoff or termination.

ARTICLE XVI TERMS & AMENDMENTS

- (a) The term of this agreement shall be from the date of execution until September 30, 2021, inclusive and from year to year thereafter, unless either party shall desire a change and shall notify the other party in writing at least sixty (60) days prior to the termination hereof, and shall continue in force and effect pending negotiation and settlement of any proposed changes suggested by either party. It is further understood and agreed that a Joint Committee of Plumbers Local Union No. 68 and the Sabine-Neches Plumbing and Heating Contractors shall begin negotiations thirty (30) days prior to the expiration of this contract.

- (b) This agreement, which is in force and effect until September 30, 2021, shall automatically renew itself for an additional period of one (1) year from the termination date hereof unless either party serves written notice upon the other sixty (60) days prior to its expiration date requesting that it be amended or terminated. The other party shall reply to any demands or requests contained in such notice at least thirty (30) days prior to the expiration date of this agreement. In the event such notice is given by the Union, the same shall also constitute the sixty (60) days strike notice required by the Taft-Hartley Act.

- (c) If a timely written notice has been served by either party, and negotiations have failed to resolve disputes over wages, hours and/or working conditions by the expiration date of this contract, and if the parties mutually agree to the services of a mediator furnished by the Federal Mediation and Conciliation Service, the Union will agree to not call a strike for a 30-day period after the expiration of this contract. Should the parties fail to reach an agreement, after that 30-day period, the Union will have the option to strike.
- (d) In the event a settlement is reached after the expiration date of this contract, the economic portion of the settlement will be applied retroactively to the original contract expiration date.
- (e) This agreement may be amended at any time, if such amendment is ratified by both Plumber's Local Union No. 68 and the Employer.

ARTICLE XVII

JURISDICTIONAL DISPUTES

- (a) Jurisdictional disputes shall be voluntarily adjusted in accordance with the procedural rules and regulations of the National Joint Board for settlement of jurisdictional disputes in the building and construction industry.
- (b) During the terms of this agreement, each of the signatory parties agrees that there will be no strikes, work stoppages or lockouts by members of the Union or by the Employer provided however, the Union may strike where an Employer fails to pay wages in full and on time or the Union has been advised by the

administrator of the fringe benefit funds that an Employer is delinquent in the payment of fringe benefits.

- (c) This no strike, no lockout commitment is based upon the agreement by both parties to be bound by the grievance and arbitration provisions of agreement.

ARTICLE XVIII

LABOR MANAGEMENT RELATIONS

- (a) All other disputes shall be voluntarily adjusted by a committee composed of three (3) members representing the Contractors and three (3) members representing the Local Union No. 68. Regular meetings of this committee shall be held annually. Special meetings may be held at the request of the contractors or Local Union No. 68. The Grievance Committee shall attempt to settle all disputes between Plumbers Local Union No. 68 and the Sabine Neches Plumbing and Heating Contractors before further action is taken by either party. The committee will meet the second week in March. The time of any additional meetings shall be agreed to by both parties. A member of each negotiating committee will be chairman of the Labor Management Committee.
- (b) In the event that any dispute is not settled by the procedures set out above, the aggrieved party may file a written grievance with the committee within eight (8) days following the last meeting in which the dispute was discussed. Thereafter, the Committee may select an impartial third party to serve as an impartial arbitrator. In the event the Committee cannot agree on an arbitrator, the Management and Labor Members of the Committee may jointly request the Federal Mediation and

Conciliation Service to submit the names of five (5) persons, one of whom will be selected by a process of elimination, with the management members of the Committee making two (2) strikes, and the labor members of the Committee making two (2) strikes from said list. The remaining name on the list supplied by the Federal Mediation and Conciliation Service shall thereafter serve as the impartial arbitrator of said dispute. The decision of the arbitrator shall be final and binding upon all parties. All expenses incident to the arbitration procedure shall be borne equally by the contractor and the complainant, if processed by him, or his representative.

- (c) In the event a dispute is not settled as outlined under paragraphs (a) and (b), both Union and Employer may elect to submit such grievance to binding arbitration by notifying the other party and the affected Employer in writing to the effect. The Union and the Association may mutually agree to use (IRC) Industrial Relations Council for settlement of such grievances.

ARTICLE XIX NEGOTIATIONS

There shall be created by the representatives of all parties making this Agreement a Negotiating Committee of no more than twelve representatives, six representing the Union and six representing the Employer, who shall have full power and authority to negotiate a collective bargaining agreement. Each committee will submit the names of their committeemen, alternates and chairman.

ARTICLE XX VALIDITY

- (a) It is the intention of both parties to not violate any State or Federal Law, and they have revised their existing agreement in a sincere effort to effectuate this intention. All language shall be interpreted in a manner consistent with such laws: and, if any article, section, term, etc. shall be adjudged to be invalid or unlawful by reason of existing or hereafter enacted State or Federal Law, the same shall be deemed to be deleted herefrom until the parties have agreed to and substituted other language deemed valid and lawful: but the validity and legality of other provisions hereof shall not be affected thereby and shall continue in full force and effect.
- (b) In the event any law or authoritative interpretation thereof is repealed, held invalid, or modified during the term of this agreement, the parties shall meet promptly to amend or revise this agreement so that effect may be given such action during the remainder of the term hereof.
- (c) The Union further agrees that during the life of this agreement, if the Union negotiates a construction and/or erection agreement with an Employer, not a party to this agreement covering the same type and character of work in the same territory for wages less than those stipulated in this agreement, in such an event such lower wages or less favorable conditions and terms shall accrue to the benefit of Employers under this agreement, and shall automatically become a part of this agreement providing the Union does not correct such conditions within one (1) month from the time of such notice. Both parties agree to open this section at any time.

- (d) Local Union No. 68 agrees to furnish to the Employers Association a list of all contractors who are signatory to this agreement. This information shall be furnished within forty-eight (48) hours after signing this agreement.

**ARTICLE XXI
RESIDENTIAL AND
RESIDENTIAL SERVICE BRANCH**

1. Work under the jurisdiction of the Residential and Residential Service Branch of Plumbers Local Union No. 68 is hereby established as follows:
 - (a) All single dwelling residence of wood frame construction.
 - (b) All convenience stores. (Such as Stop-N-Go Stores)
 - (c) All lawn sprinklers and land irrigation work.
 - (d) All utilities outside the boundaries of construction projects.
 - (e) All remodeling of the above enumerated items.
 - (f) All jobbing trucks repair work, or emergency service calls.
 - (g) Installation and servicing of major appliances, such as clothes and dishwashers, dryers, garbage disposals, stoves and ranges, gas heaters, ice makers, refrigerators, and gas fired heating units, on work described above.
 - (h) Installation and servicing of air conditioning units up to 60,000 BTU/5 tons, as well as swimming pools, water treating equipment, outside gas lighting and lawn sprinkler systems, on work described above.
2. (a) Wages of the Residential Journeyman shall be 90% of Building Trades Journeyman cash wage and the same

fringe benefits, including working assessments, as stipulated for journeyman in Article V of this agreement.

- (b) Services and repair employees when required to work the Friday after Thanksgiving Day, shall be paid at straight time for the first eight (8) hours worked.
 - (c) All other terms and conditions shall be the same as stipulated previously in this agreement unless stated in this article.
3. Employers violating this article shall pay such employees the appropriate wages and fringes at the double time commercial rate for all hours worked on the higher classified projects.
- This does not prevent an employer from transferring an employee from a project listed in Article XXI to a commercial or industrial project provided said employee is classified as a Building and Trades Journeyman or Apprentice and the union is notified in advance of such transfer.
4. Service and Repair shall be defined as the periodic servicing of existing systems and equipment as defined in Article II of this agreement and the repair of such systems and equipment as may be required to maintain such systems and equipment in proper operating order.
- Remodeling of commercial or industrial projects are specifically excluded from this article and shall not be considered Service and Repair work.
5. Standby of Service and Repair employees beyond the regular work schedule shall be agreed upon by Employer and Employee.

6. In the event of an area strike at the expiration of this Agreement, the Union shall furnish men during the period of the strike to the Employer for performance of his service and maintenance operation to comply with his contract with the customer, and for the conditions of this paragraph shall be bound by terms and conditions of any successor Agreement back to the expiration date of this Agreement.
7. Employer shall furnish all uniforms and provide for cleaning if employee is required to wear same as a condition of employment.

ARTICLE XXII SUBSTANCE ABUSE POLICY

- (a) Employer and Union have a strong commitment to provide a safe workplace and to establish policies promoting high standards of employee health and safety. In keeping with this commitment, it is the Employer's and Union's intent to maintain a drug/alcohol-free work place. The possession or use of firearms, illegal and unauthorized drugs, and other dangerous substances by employees at the workplace is prohibited.
- (b) Employees are expected to report to work in a physical and emotional condition that will allow them to perform their assigned tasks in a competent and safe manner. The possession, use, abuse, presence in the body, or reporting to work under the influence of alcohol, illegal and unauthorized drugs, firearms and other dangerous substances by employees limits the ability of the users to exercise good judgment, react properly to unexpected situations, perform tasks safely and efficiently and

endangers not only that employee but fellow employees, contractors and members of the general public.

- (c) Employer reserves the right to require employees to submit to medical tests at any time to determine the use of any illegal or unauthorized drugs or substance prohibited in this policy or to prove the employee's satisfactory fitness for duty as per state workers' compensation insurance requirements. The cost of such testing programs shall be borne by the Employer. Each applicant shall receive two (2) hours pay for testing unless applicant tested unfit for duty. Applicants who test unfit for duty shall not be paid for testing.
- (d) An Employee found to be in violation of the drug policies as stated, or intoxicated as defined by the Texas Workers Compensation Act, Section 401.013 shall be subject to termination immediately.

ARTICLE XXIII STANDARD FOR EXCELLENCE

The United Association Standard for Excellence is incorporated by reference and adopted by the parties to this agreement.

- (A) A joint labor and management productivity committee consisting of two members plus one alternate appointed by the business manager of the local union and two members plus one alternate appointed by the Mechanical Contractors Association of Houston, shall be formed to consider any complaint from the union, any employee, applicant, or any signatory employer arising from or relating to the Standard for Excellence.

- (B) The committee shall have the power to make a final and binding decision on any matter referred to it which shall be complied with by the local union, signatory employers and the Association, as the case may be, and employees covered by the collective bargaining agreement. The committee is not authorized to add to, or subtract from, or modify any of the provisions of the collective bargaining agreement and its decision shall be in accord with the agreement.
- (C) An applicant who is discharged for cause three times within a twelve month period or who has engaged in egregious conduct in violation of the Standard for Excellence shall be referred to the committee to determine the applicant's continued eligibility to seek referral or continue to work for a signatory contractor. The committee shall, within five business days, review the qualifications of the applicant, the reason for the discharges or other evidence relating to violation with the Standard for Excellence.
- (D) The committee may issue a final and binding decision providing (1) that the applicant obtain further training from the JATC, (2) disqualify the applicant for referral or continued employment for any signatory contractor for a period of two weeks, or longer, depending upon the seriousness of the conduct and/or repetitive nature of the conduct, (3) refer the applicant to an employee assistance program, if available, for evaluation, treatment, or recommended action; or (4) declare the applicant eligible for continued referral or employment, pursuant to the collective bargaining agreement, including restoration of the applicant to his/her appropriate place on the referral list.

- (E) The committee shall have the power to establish rules concerning persons referred to the committee, including the use of transcripts, lawyers, and the like, in keeping with the need to maintain an orderly and efficient process unencumbered by excessive formality and delay.
- (F) If the committee cannot agree on any matter brought before it, the matter shall be referred to the grievance procedure in this agreement.
- (G) Nothing in the process described herein shall prevent a member from filing a grievance relating to the underlying termination for cause in a timely manner after that termination occurs. The process shall also not negate any established agreed upon drug policy, including the penalties contained in that policy.
- (H) The costs of the committee shall be borne equally by the local union and the Association.

ADDENDUM #1

Amended Standard Form of Pension Participation Agreement

1. The undersigned Employer and Union agree that the Employer shall make pension contributions to the National Pension Fund in accordance with the terms of this Agreement on behalf of those employees who are covered by the National Pension Fund pursuant to the Collective Bargaining Agreement.
 - (a) Any classification of Employees who are excluded from the Plan pursuant to good faith bargaining and for whom contributions are not required by the collective bargaining agreement shall not participate in the Plan. Persons in such excluded classifications shall not be considered “Employees” for purposes of the Plan and this Standard Form of Participation Agreement.
 - (b) The payments to the Pension Fund required above shall be made to the “Plumbers and Pipefitters National Pension Fund” which was established under an Agreement and Declaration of Trust, dated July 23, 1968, and restated December 13, 1978. The Employer, by signing this Standard Form of Participation Agreement, or by signing a Collective Bargaining Agreement providing for participation in the Plumbers and Pipefitters National Pension Fund, agrees to be bound by all of the terms and conditions of the Restated Agreement and Declaration of Trust. Any Employer so adopting the Restated Agreement and Declaration of Trust thereby ratifies, accepts and designates as its representatives the Employer Trustees then serving as such and authorizes

said Employer Trustees in accordance with the terms and conditions thereof, and authorizes the Trustees to adopt amendments to the Restated Agreement and Declaration of Trust. The Employer hereby acknowledges receipt of a copy of the Restated Agreement and Declaration of Trust in effect when this Agreement is signed.

2. It is agreed that the Pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.
3. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to retain an accountant or accounting firm to perform payroll audits of the Employer to determine whether the correct amount of contributions have been made or to determine whether contributions have been made on behalf of all Employees covered by the Plan.
4. If an Employer fails to make contributions to the Pension Fund within 20 days of the end of the month which the work was performed, the Union shall have the right to take whatever steps are necessary to secure compliance, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs and expenses for collecting the payments due, together with attorneys' fees, interest on the unpaid contributions of 12% per annum, and liquidated damages of 10% of the unpaid contributions. The employer's liability for payment hereunder shall not be subject to the

grievance or arbitration procedure or the “no-strike” clause provided under the Collective Bargaining Agreement.

ADDENDUM #2

International Training Fund

- (a) Commencing on April 1, 1999 and continuing for the duration of this Collective Bargaining Agreement and during any negotiations for a successor to this Collective Bargaining Agreement, the Employer agrees to contribute to the International Training Fund ten cents (\$.10) for each hour, or portion thereof, for which an employee is paid or entitled to payment for performance of duties for the Employer (each overtime hour shall be counted as one regular hour for which contributions are payable.)
- (b) Contributions set forth in subparagraph (a) shall be paid starting with the Employee’s first day of employment in a job classification covered by this Collective Bargaining Agreement.
- (c) The payments required by subparagraph (a) shall be made to the “International Training Fund” maintained under a Restated Agreement and Declaration of Trust (“Trust”). The Employer agrees to be bound by all terms and conditions of the Trust and the terms of the Trust are incorporated into this Collective Bargaining Agreement by reference. The Employer ratifies, accepts and designates as its representatives the Employer Trustees serving under the terms of the Trust as well as such future Employer Trustees who may be appointed pursuant to the terms of the Trust. The Employer hereby acknowledges receipt of a copy of the Trust.

- (d) It is agreed that all contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have authority to retain an accountant or accounting firm to perform payroll audits of the Employer to determine whether the correct amount of contributions has been made on behalf of all Employees covered by this Collective Bargaining Agreement.
- (e) If an Employer fails to make contributions set forth in subparagraph (a) within 15 days of the end of the month during which the work was performed, the Union shall have the right to take whatever steps are necessary to secure compliance, any provision of the Collective Bargaining Agreement to the contrary notwithstanding. In addition, the Employer shall be liable for interest and liquidated damages as provided in the Trust. If a lawsuit is filed, the Employer shall be liable for all costs, fees, audit costs and court costs. The Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure or the "no-strike" clause provided under the Collective Bargaining Agreement.

IN WITNESS HEREOF, the duly authorized representative of the parties hereby affix their signatures this _____ day of _____, 20_____.

WITNESSES:

Name of Company

Street

City & State

Zip

Telephone Number

Fax Number

Employer Identification No. (Tax ID)

Email Address

Company Representative

Signature

Title

PLUMBERS LOCAL UNION NO. 68
P.O. Box 8746 • Houston, Texas • (713) 869-3592

Business Representative

Signature

Title

**ENTERED INTO BY AND BETWEEN
SABINE -NECHES PLUMBING
AND
HEATING CONTRACTORS ASSOCIATION
AND
PLUMBERS LOCAL UNION NO. 68
OF HOUSTON, TEXAS**

Executed and signed this 17th day of September, 2018

ACCEPTED BY THE PARTIES

Plumbers Local Union No. 68

Sabine-Neches Plumbing &
Heating Contractors Association

Company Name

Walt W. [Signature]
[Signature]
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Plumbing Specialists
Connor Plyg
Noack Plumbing Inc.
All STAR Plumbing Co.
Premium Plumbing Co., Inc.
Spindle Top Plumbing
Beaumont Plumbing
Mid County Plumbing
Dwayne Pilyg
Jeffrey Plumbing Co. Inc.

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