

**United Association
of
Journeyman and Apprentices
Of the Plumbing and
Pipe Fitting Industry
Local Union 184
and
West Kentucky Construction
Employers Association, Inc.**



**AGREEMENT
Paducah, Kentucky**

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JURISDICTION:

The territorial jurisdiction covered by this Agreement shall be the following counties in Kentucky: Ballard, Hickman, Lyon, Trigg, Graves, Fulton, Carlisle, Marshall, Caldwell, Calloway, Christian, McCracken, Livingston, Crittenden and Fort Campbell Military Base

ARTICLE I

This Agreement by and between Local 184 of Paducah, Kentucky, of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, and the Plumbing and Piping Contractors that perform plumbing, heating, air conditioning, commercial and industrial refrigeration and commercial and industrial Piping, whose names are signed at Article XII.

This Agreement contains all the covenants and stipulations and provisions agreed upon by the parties hereto and no representative of either of the parties has the authority to make, and none of the parties shall be bound by any statement, representation, or agreement not set forth herein, except that the agreement may be amended or added to at any time by the written consent of both parties thereto.

WITNESS:

ARTICLE II PURPOSE

This agreement is entered into to prevent strikes and lockouts, to facilitate peaceful adjustment of grievances and disputes between employees and employer in the trade, to prevent a dispute in any one trade from inconveniencing or tying up the work of another trade, and so far as possible to provide for labor continuous employment, such employment to be in accordance with

the conditions herein set forth and at the wages agreed upon; that stable conditions may prevail in building construction, that building cost may be as low as possible, consistent with fair wages and conditions and further to establish the necessary procedure by which these ends may be accomplished.

ARTICLE III DURATION

This agreement shall be in effect from July 1, 2007, until June 30, 2010, and shall automatically renew itself from year to year thereafter unless written notice of desire to modify is given by either party sixty (60) days prior to the expiration of the three-year period and at least sixty (60) days prior to the expiration of any annual period thereafter. If such notice is given, negotiations for a new agreement shall begin promptly.

ARTICLE IV RECOGNITION AND UNION MEMBERSHIP

- (a) Contractors recognize the Union as the sole and exclusive bargaining representative for all journeymen and apprentices in their employ with respect to wages, hours and other terms and conditions of employment of any and all work described in this Agreement.
- (b) The Union claims, 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 bargaining representative under Section 9 (a) of the National Labor Relations Act, of all full time and regular part time Plumbers, Pipe Fitters, Apprentices, and all other people covered under the trade jurisdiction of Local Union 184 on all present and future job sites within the geographical jurisdiction of Local Union 184.

- (c) **SUB-CONTRACTING CLAUSE:** The Employer agrees that neither it nor any of its subcontractors on the job site will sub-contract or perform any work on any job site covered by this agreement to be done at the site of any construction work, alteration, or repair of a building, structure or other work, which work is covered by the traditional craft jurisdiction of the United Association of Plumbers and Pipe Fitters, except to a person, firm or corporation, party to an appropriate, current labor agreement with the Local Union 184.
- (d) Local Union 184 recognizes the **West Kentucky Construction Employers Association, Inc.** as the sole and exclusive bargaining representative of plumbing and piping contractors in their jurisdiction, who have assigned their respective bargaining rights to the **W.K.C.E.A. for negotiations with local 184 only.**
- (e) All journeymen and apprentices hereunder,

members of the Union now in the employ of the employer shall remain members in good standing in the Union during the term of this Agreement. All journeymen and their apprentices hereafter employed by the employer, shall become members of the Union on or after the eighth (8th) day of their employment and shall thereafter remain members of the Union in good standing during the term of this contract or any extensions thereof.

Eight (8) days under this Section means eight (8) consecutive days after such employee first becomes employed with any contractor signatory to this Agreement. Employment with more than one Contractor during the eight (8) days shall not interrupt the running of said period for the purpose of this Section.

Either party to this Agreement shall have the right to re-open negotiations pertaining to Union security when the Federal Laws applicable thereto have been changed, by giving the other party thirty (30) days written notice.

ARTICLE V QUALIFICATIONS OF EMPLOYEES

- (a) It is recognized that it is advantageous to Contractors and to the safety and welfare of employees and for the purpose of maintaining a high degree of quality and quantity of work that only qualified

persons be employed for the work coming within the scope of this Agreement. Therefore, it is agreed that only qualified persons shall be employed for such work and any employee hired who does not meet the qualifications of skill required and who has not served the required number of years of experience shall be discharged.

(b) **Qualified persons, for the purpose of this Agreement, shall be deemed to be:**

1. **For a journeyman:**

- (i) **A person who has been previously employed as a journeyman by the employer and who has been certified and approved as competent by the Joint Examining Board.**
- (ii) **A person who has been previously employed as a journeyman and who has had at least five (5) years practical working experience in the industry and who has satisfactorily passed a written examination conducted by a qualified Examining Board. Any question of what constitutes a "qualified Examining Board" shall be resolved by the Joint Examining Board.**
- (iii) **A person who has had at least five (5) years practical working experience in the industry and who has passed an examination conducted by the Joint Examining Board herein established.**

(iv) **A person who has completed the approved apprenticeship training to the satisfaction of the Joint Apprenticeship Committee.**

2. **For an apprentice:**

A person properly qualified as an apprentice pursuant to Section 7 of Article VI of this Agreement.

(c) **Establishment of a Joint Examining Board. There shall be established a Joint Examining Board comprised of three (3) representatives of the Employer's Association and three (3) representatives of the Union. The Joint Examining Board shall conduct written examinations for eligibility of journeymen in accordance with the foregoing provisions of this Agreement. All examinations given by the Joint Examining Board shall be fair, impartial, and in keeping with the then current standards of competency and skill possessed by journeymen in the industry. The Board shall determine the questions to be asked upon such examinations, shall grade the answers received, and shall determine what constitutes a satisfactory passage of such an examination. The Board shall keep a file of all written examinations given and the answers received and its determination of whether or not each applicant has passed. The results of the written examination shall be certified by the Board to the Union, the interested contractor, if any, and to the**

party applying for classification as a journeyman. The Board shall meet as often as necessary to act promptly and without unreasonable delay in giving examinations and in passing upon the qualifications of all applicants for classification and carrying out its other duties and functions. The Board, upon a majority vote if its six (6) members, may adopt such rules or by-laws as may be necessary in accordance with this Agreement.

As promptly after the establishment of a Joint Examining Board as is possible, the Board shall nominate and appoint a professor or some individual preferably attached to a vocational school in the area which trains and schools apprentices for the work described herein, who is skilled in his knowledge of the craft, to act as arbitrator in the event that (1) the Joint Examining Board is deadlocked on the question of determination of the eligibility of an application, or (2) either the Union, the interested Contractor, if any, or the party applying for classification as a journeyman is dissatisfied with the results and conclusions reached by the Joint Examining Board.

The compensation of such arbitrator should be fixed by the Joint Examining Board and he shall serve for a definite period of time, and can be replaced during that period only by a unanimous vote of all members of the Joint Examining Board or by a vote

of any three (3) members of the Board submitting the question of his retention to arbitration in accordance with the provisions of Section 14 of Article VI for reasons on incompetency, misfeasance or malfeasance in his official duties.

The arbitrator shall not be a member of the Union or interested financially in the business of any Employer, party to this Agreement. In any case submitted to him there shall be no evidence submitted as to the Union membership or non-membership of the applicant whose case is to be decided. The fact of membership or non-membership of an applicant shall be completely disregarded by the arbitrator in reaching a decision. The decision of such arbitrator shall be final and binding upon all parties.

ARTICLE VI RULES

Section 1: Hours

- (a) The regular working hours in each 24 hour period of each working day shall be from 8:00 a.m. to 4:30 p.m., Monday through Friday.

Overtime

The first four (4) hours performed in excess of the eight (8) hour work day, Monday through Friday, and the first twelve (12) hours on Saturday, shall be paid at one and one-half (1-1/2) time the straight time rate.

All work performed on Sundays and holidays and in excess of twelve (12) hours a day shall be paid at double straight time rate.

When an employee is continuously employed for more than two (2) hours beyond the regular quitting time of his regular shift, the employee shall receive a one half (1/2) hour lunch period non-paid, and shall have the lunch period every four (4) hours thereafter, on his own time.

When an employee works on his regular work shift or regular work days and leaves the job site or shop and is requested to return to work beyond the regular work hours or work days, he shall be paid at least three (3) hours work or pay at the negotiated rate. This shall not apply to shop service employees.

After a person goes on overtime, they are to have seven (7) hours rest before going back on straight time.

Shifts

(b) Shift work may be performed at the option of the employer, but when performed it must continue for a period of not less than three (3) consecutive days. Saturday and Sunday, if worked, can be used for establishing the three (3) day minimum shift work period. The straight time work week shall be considered to start with the day shift on Monday and end with the conclusion of the second or third shift on the third day. In the event of the second and

third shift of any regular work day shall extend into a holiday, employees shall be paid at the regular shift rate.

The first or day shift shall work a regular eight (8) hour shift as outlined in Paragraph A of this Article. If two (2) shifts are worked, the second shift shall be eight (8) hours for which each employee shall receive pay for the hours worked, plus fifteen percent (15%). Work in excess of eight (8) hours per shift shall be paid at overtime rates. In computing overtime pay, the shift rate shall be the base rate.

If three shifts are worked, the Employer and the Union shall establish mutually acceptable hours and pay for shift work considering, among other things, the schedule of shift work of the related crafts in the local Building Trades area in which the job is located.

(c) In any case where the working hours above mentioned would work a hardship upon the owner or occupant of the premises where the work is being performed, permission may be granted to change the working hours. Such permission shall only be given by Local Union No. 184 and the contractor performing the work. In the event the parties cannot agree to the granting of the exception to the regular working hours, then the matter may be referred to the Joint Committee, hereinafter described, for

arbitration.

- (d) On all work, men shall be required to be on the job at 8:00 a.m. and leave at the end of eight (8) working hours. Where men are required to come by the shop for material, the shop will be considered same as job.
- (e) 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, and an employee who reports for work and for whom work is available shall receive not less than four (4) hours pay, and if more than four (4) hours are worked in any one day, he shall receive not less than a full day's pay. Exceptions, however, shall be when strike conditions make it impossible to put such an employee to work or when stoppage of work is occasioned thereby, or when an employee leaves work on his own accord. When the conditions set forth in this paragraph occur on an overtime day, or on shift work, the premium rate shall be paid.
- (f) At the discretion of the employer and union a 4-10 hour schedule may be worked. Friday only would become the make-up day in a 4-10's schedule.

When the Friday make-up day is used it is agreed that when a job works 30 hours or less during the regular 4-10's work week, Monday through Thursday, this 10 hours may be made up by the job on Friday, weather permitting, at the regular rate of wages. All hours worked in excess of the forty (40) hours in the week or ten (10) hours each day, shall be paid at the appropriate overtime rate. Notice will be given by noon Thursday if a make-up day is to be worked. Make-up days are to be worked (if scheduled), at the option of the employee. Employees electing not to work shall suffer no reprimands for refusing to work on a make-up day.

Inclement Weather

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 in this Article, 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 only for the actual time worked.

If an employee is out of a job five (5) consecutive working days from his regular employer, he shall receive a reduction in force, if requested by the employee.

Any member of Local 184 will automatically remove himself as a furloughed employee, from his present employer, when placing himself on the out-of-work list at the Union Hall.

Section 2: Holidays

No employee shall be permitted to work on Sunday, New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, day after Thanksgiving Day or Christmas Day, except as provided in Section 1, Article VI hereof, and when employed he shall receive two (2) times the regular rate of pay.

No employee shall be required to work on Labor Day without special permission of Local Union No. 184.

Any work performed on Labor Day shall be paid for at three (3) times the regular rate of pay.

If any of the above-mentioned holidays fall on Saturday, Friday shall be observed as the holiday. If it falls on Sunday, Monday shall be observed as the holiday. Employees may work on the day observed as the holiday for two (2) times the regular rate of pay.

When an employee is required to report for work on Saturday or on above-mentioned premium days, or the day observed, and for any reason there is no work available, he shall receive two (2) hours pay. If he works more than two (2) hours, he shall receive four (4) hours pay. If he works more than four (4) hours, he shall receive six (6) hours pay. If he works more than six (6) hours, he shall receive eight (8) hours pay. All the above-mentioned hours will be paid at the applicable overtime rate.

Section 3: Wage Rates

(a) No journeyman shall be paid less than the following wages per hour as listed below for the work performed during regular working hours.

JULY 1, 2007 (phw = Per Hours Worked)

(PHP = Per Hours Paid)

BASE RATE FOR PAY \$27.58 phw

FRINGES PAID ABOVE BASE PAY:

HEALTH AND WELFARE \$5.55 phw

NATIONAL PENSION	\$3.25 phw
APPRENTICESHIP	\$.55 phw
LOCAL PENSION	\$3.00 <i>PHP</i>
UA PEF	\$.01 phw

WORKING ASSESSMENT:

4% DEDUCTION FROM GROSS BASE PAY

JULY 1, 2008 (phw = Per Hours Worked)
(*PHP = Per Hours Paid*)

BASE RATE FOR PAY	\$28.98 phw
FRINGES PAID ABOVE BASE PAY:	
HEALTH AND WELFARE	\$5.55 phw
NATIONAL PENSION	\$3.25 phw
APPRENTICESHIP	\$.55 phw
LOCAL PENSION	\$3.20 <i>PHP</i>
UA PEF	\$.01 phw

WORKING ASSESSMENT:

4% DEDUCTION FROM GROSS BASE PAY

JULY 1, 2009 (phw = Per Hours Worked)
(*PHP = Per Hours Paid*)

BASE RATE FOR PAY	\$30.43 phw
FRINGES PAID ABOVE BASE PAY:	
HEALTH AND WELFARE	\$5.55 phw
NATIONAL PENSION	\$3.25 phw
APPRENTICESHIP	\$.55 phw
LOCAL PENSION	\$3.40 <i>PHP</i>
UA PEF	\$.01 phw

WORKING ASSESSMENT:

4% DEDUCTION FROM GROSS BASE PAY

(b) Beginning **July 1, 2007 to June 30, 2010** the wage rate for apprentices shall be as follows:

- 1st year shall be on probation and shall be paid **50% of the journeymen rate** without contribution to the National Pension Fund, **until January 1st of his first year to allow satisfactory completion of his first year apprentice class.**
- 2nd year shall be paid 60% of the journeyman rate with contributions to all fringes.
- 3rd year shall be paid 70% of the journeyman rate with contributions to all fringes.
- 4th year shall be paid 80% of the journeyman rate with contributions to all fringes.
- 5th year shall be paid 90% of the journeyman rate with contributions to all fringes.

(c) The Contractor shall have the exclusive right to determine who shall be a pipefitter foreman and/or general foreman. The pipefitter foreman shall be paid not less than two dollars (\$2.00) per hour above the journeyman scale and general foreman shall be paid not less than three dollars (\$3.00) per hour above the journeyman scale. The Contractor will assign at a minimum, one pipefitter foreman with a pipefitter classification, as the contractor deems necessary for the execution of work within

the craft. A pipefitter foreman may be asked to supervise multiple disciplines, or crafts, as the primary contact for the Contractor. The pipefitter foreman shall have no maximum number of journeymen and/or apprentices to supervise. Additional foreman for any particular job will be added at the discretion of the Contractor. The pipefitter foreman may be asked to work with his/her tools.

Contractors shall be allowed one superintendent and he shall not be permitted to work with the tools

- (d) No journeyman or apprentice shall work for any contractor in the trade at less than the regular scale of wages or under any other conditions, except as provided herein.

Section 4: Working Assessments

The employer agrees to withhold, upon authorization from the member, the Union's working dues. The Union shall provide each employer with the Authorization of Withholding form for its members to sign. The employer shall remit to the Local Union monthly a check or draft for the total withholding from the employee's gross weekly wages. The remittance to be accompanied by a complete form as provided by the Union, whereon the employee's name, gross earnings, total hours and withholding working dues are listed.

Section 5: Fringe Benefit Funds

- (a) All employers of members of Local Union 184, commencing July 1, 2007, shall contribute and pay the sum of five dollars fifty-five (\$5.55) per hour worked whether at regular rate or overtime rate for each employee covered by this Agreement, to the **Indiana Pipe Trades Health and Welfare Trust Fund.** (See also Memorandum of Understanding dated March 8, 1991.)
- (b) The employer agrees to contribute to the Plumbers and Steamfitters National Pension Fund effective July 1, 2007 three dollars and twenty-five cents (\$3.25) per hour; effective July 1, 2008 three dollars and twenty-five cents (\$3.25) per hour; and effective July 1, 2009 three dollars and twenty-five cents (\$3.25) per hour for each hour an employee receives pay in accordance with the Standard Form of Participation Agreement attached to and made a part of this Agreement.
- (c) The contributions, coverage and administration of the above-mentioned Funds shall be in accordance with the respective Trust Agreement between the parties heretofore establishing said Funds together with such amendments as the Trustees of these Funds may thereafter adopt.
- (d) All employers of members of Local 184, com-

mencing July 1, 2007, shall contribute and pay the sum of fifty-five cents (\$.55) per hour, July 1, 2008 thru June 30, 2010 shall contribute and pay the sum of fifty five cents (\$.55) per hour for each hour worked at regular or overtime rate for each employee covered by this Agreement, to the Plumbers and Steamfitters Local Union 184 Education and Training Trust Fund.

- (e) Because of the additional expense taken on by the Joint Apprenticeship Committee to provide more training and programs to benefit the Local 184 membership and the contractors association, upon action taken by the committee an adjustment of a maximum of \$.10 per hour may be added to the Education and Training Trust Fund contribution rate each year. If, after this adjustment is made the committee decides the increase is no longer needed, the amount of contribution can be lowered. However, the committee can never lower the rate to an amount below an established rate of fifty cents (\$.50) per hour.
- (f) Fringe payments are due by the 15th day of the month, if not received by the 25th day of the month, all journeymen and apprentices may be removed from the jobsites until the delinquent payments are remedied without violating any other terms or conditions of this agreement.

- (g) Any employer required to make payments into any trust fund or any authorized employee deductions, set forth in this Agreement, and who is delinquent in payments for a period of sixty (60) days, may be required to furnish to the respective Board of Trustees of such fund or funds within seven (7) days of registered notice surety bonds or bonds as the case may be, in the amount of \$20,000 per fund. The purpose of said bond shall be to assure payment of future contributions and for liquidated damages. The Union may refuse to furnish men to any contractor that has not contributed to the Health and Welfare or Pension Trust Fund by the 25th day of the month in which the fringes are due.
- (h) The employer agrees to contribute to the Plumbers & Steamfitters Local 184 Supplemental Pension Plan effective:
- July 1, 2007 \$3.00 /hour based on per hours paid.
- July 1, 2008 \$3.20 /hour based on per hours paid.
- July 1, 2009 \$3.40 /hour based on per hours paid.

Contributions shall be made to Plumbers and Steamfitters Local 184 Supplemental Pension Plan and shall be paid on or before the 15th day of the month following the month for which hours were

worked.

Individual employers who fail to remit as provided above shall be additionally subject to having this agreement terminated upon seventy two (72) hours notice in writing being served by the union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the Plumbers and Steamfitters Local 184 Supplemental Pension Plan.

The failure of any employer to comply with the applicable terms and provisions of the Plumbers and Steamfitters Local 184 Supplemental Pension Plan in any manner including the failure to make timely and correct contributions to said plan shall be a material breach of this agreement and entitle the union to resort to all legal actions to enforce said agreement, including but not limited to, the right to withdraw plumbers and pipefitters after giving forty-eight (48) hours notice to the employer. There is no requirement that the union follow the grievance procedure for any material breach of said pension plan.

- (i) Any distribution or redistribution of the wage/fringe package by the union shall occur only at the anniversary date of the contract with sixty (60) days prior notice to the employer. Excluding the Health and Welfare Fund.

Section 6: Payment

- (a) All wages shall be paid in lawful money or check enclosed in an envelope showing employee's name, hours worked and the amount due. If paid by check, the employer shall make payment by negotiable check on demand of pay and employer issuing such check may provide facilities for cashing such checks at face value, without charge or discount. Social Security receipt and Income Tax Withholding receipt shall be furnished with each payment of wages.
- (b) Wages shall be due and payable during regular working hours Friday, if payment is made on the job. If payment is made at the shop, the employee must be at the shop at quitting time to receive payment. Should Friday be observed as one of the holidays named in Section 2, Article VI herein, wages shall be due and payable on Thursday no later than quitting time. No employer shall be permitted to withhold more than five (5) regular working days' pay.
- (c) If employee is discharged, all accrued wages shall be due and payable immediately on the job. Should such employee not be paid immediately, he will be paid at his regular rate while waiting to be paid, and in the event he is not paid on said date of discharge, his regular pay time shall continue to run until such wages are paid.

Section 7: Apprentices

- (a) The ratio of apprentices to journeymen shall be determined by the following schedule: Any shop employing one journeyman at least ten (10) months per year shall employ one apprentice. When the third journeyman is employed, the second apprentice shall be employed. When the fifth journeyman is employed, the third apprentice shall be employed. When the twelfth journeyman is employed, the fourth apprentice shall be employed. When the twentieth journeyman is employed, the fifth apprentice shall be employed. There shall be no more than five (5) apprentices in any one shop regardless of the number of journeymen employed.

On industrial work there shall be two (2) apprentices in each crew of men.

Where practical, it is requested of all employers that first-year apprentices be assigned to work with two (2) journeymen. It is recommended that no first-year apprentice be allowed to work in any crew having a ratio less than two (2) journeymen for every one (1) apprentice.

- (b) All apprentices, when indentured, must be indentured under the Kentucky State Apprenticeship System. Apprentices will be procured through the Joint Apprenticeship Committee.
- (c) The same hours and working conditions governing

journeymen shall apply to apprentices.

- (d) The responsibility for selecting the required number of apprentices and the adopting and administering of "National Apprentice Standards" to meet local needs shall be vested in the Joint Apprentice Committee, hereinafter referred to, consisting of an equal number of representatives of the employer and the Union.
- (e) It shall be the intent and purpose of the parties to this Agreement to provide a full opportunity for ex-service men to become apprentices under the provisions of this Agreement.
- (f) No apprentices shall be allowed to perform any work unless he is under the direct supervision of a journeyman, except last year apprentices; but in no event shall a last year apprentice be charged with the responsibility of the job.

Section 8: Insurance

Contractors shall provide maximum Worker's Compensation Insurance for the employees, Unemployment Compensation Insurance, Federal Old Age Benefit Insurance, and such other insurance as may be provided by enactments in the future by Local, State or Federal Agencies for the benefit of the workers.

Section 9: Management Rights

In the exercise of its functions of management, the Contractor shall have the right to plan, direct and control the operation of all his work; hire employees and supervision; direct the working forces; assign employees and supervision to their jobs, discharge, suspend or discipline for proper cause; transfer, promote or demote employees and supervision; layoff employees and supervision because of lack of work or for other legitimate reasons; require employees and supervision to observe the Contractor's rules and regulations not inconsistent with this Agreement; regulate the use of all equipment and other property of the Contractor; decide the amount of equipment to be used, the number of men needed, and shall be free to contract work anywhere and shall decide the methods of work and the source from which material and equipment is obtained.

Section 10: Work Within the Jurisdiction of U.A.

(a) All pipe work of every description from two (2) inches in diameter down, including nipples over twelve (12) inches in length, all rods for pipe hangers, supports of every description pertaining to the installation of any and all working coming within the jurisdiction of the United Association, must be cut, threaded and installed on the job or shop by journeymen and their apprentices, except instrument panel boards prefabricated by contractors having contracts with the United Association. All work coming within the jurisdiction of the United

Association as listed in Appendix A shall become a part of this Agreement. Pipe formations over 2 inches in diameter not fabricated in the jurisdiction of Local 184 must have the U.A. label.

- (b) All roof flashings (**except factory produced**) of metal of every description for vent or waste stacks must be made by journeymen and their apprentices.
- (c) All bath accessories with the jurisdiction of the United Association must be installed by journeymen and their apprentices.
- (d) The drilling and cutting of all holes and chases necessary for the proper installation of all materials within the jurisdiction of the United Association must be done by journeymen and their apprentices.
- (e) The unloading and handling of all tools and materials necessary for the installation of all pipe work, fixtures, tanks and pumps covered by the jurisdiction of the United Association and the signaling or flagging of all equipment used to unload, install, reload, move or relocate all tools, materials or equipment referred to herein shall be the work of journeymen and their apprentices.
- (f) All isometric drawing and material take-off done

in the field shall be done by members of Local Union 184.

Section 11: Employer's Responsibility

- (a) All employers must provide shelters for change of clothes, heaters for drying same, cold water, drinking cups, and sanitary toilet facilities as provided under City and State laws, or employees will be permitted adequate means to avail themselves of same. Shelters and toilet facilities shall be heated in cold weather.

Employers shall provide lavatories or a proper place to wash hands. Ample time shall be allowed employees to wash hands at lunch time and at quitting time, and to decontaminate themselves after being subjected to hazardous materials. This does not mean that there will not be portable toilets in remote areas of any particular job site. Also, common sense must be considered at all times regarding this section.

- (b) The employer agrees to conform to all City, County and State health and safety measures in order to comply with all sanitation and safety rules.
- (c) The employer will furnish the first pair of OSHA-approved safety glasses only, and will replace them only when returned broken or damaged.
- (d) Employees shall not be required to work with

unsafe equipment or materials or where adequate safeguards are not provided, and the employer shall furnish all such safety equipment as, in its opinion, it considers necessary, taking into consideration the most modern safety tools and equipment.

- (e) Whenever it is necessary for employees to take ability tests such as welding test, the cost of such test shall be paid for by the contractor, and all tests shall be made on pipe of weight and type to be used on the job.
- (f) All necessary tools used in the cutting and welding of pipe shall be furnished by the company. This shall include leather sleeves, gloves, goggles, and hoods.
- (g) All test ribbons or copies of x-ray reports for failed welders shall be turned over to Local Union 184 or the employer on request.
- (h) No welder shall be broken out unless all ribbons or straps are cut, pulled or bent, or failed x-ray report by independent test lab is provided.
- (i) The employer shall furnish all tools necessary and stamp name on same so that they may be easily identified.
- (j) The employers shall furnish all special protective

garments such as raincoats, hats, boots, acid-resistant clothing, welders protective clothing, etc.

Section 12: Employee's Working Rules

- (a) Where employees are required to work on scaffolds or ladders, they shall exercise diligence and care concerning their safety and the employer shall provide adequate means for carrying out this safety measure.
- (b) Firing and maintaining all equipment, pertaining to temporary heat, having been awarded to the United Association by the Board of Jurisdictional Awards, shall be done by journeymen and their apprentices and shall remain under the jurisdiction of said journeymen and their apprentices until such time as the owner or his representative has absolved the contractor from all responsibility.
- (c) Transportation with protection from the weather shall be provided to transport the employee between places of work, where the distances are unreasonable for walking.
- (d) Where checking-out process is used, employees shall check in on their own time and out on company time.
- (e) Any employee estimating on plans or specifications

shall be considered as working at his trade, and no journeymen or apprentice shall be permitted to estimate time.

- (f) When an employee is sent out on the job where he has to undergo an examination or fingerprinting, or have his picture taken or submit to a physical examination or otherwise, he shall receive his regular pay for the time consumed in such routine.
- (g) Employee shall furnish steel toe shoes and prescription safety glasses, channel lock pliers, and a measuring rule. If these tools are broken while performing work on the jobsite, the contractor will replace them.

Section 13: Other Conditions

- (a) No time shall be deducted for breakdown of equipment or for any other reason which prevents a man from working. Nor shall any time so lost be made up.
- (b) On installation, where safety or possible injury to the employee may result because of heavy lifting of materials or the existence of hazardous work, the job steward may request additional men be placed on such job.
- (c) No member of this Union shall be permitted to

work for any contractor unless said contractor has executed a Collective Bargaining Agreement with this Local or in the event said contractor has a National Agreement, then in that event, unless he agrees to abide by the working conditions existing in this area.

- (d) The reduction of forces shall be in the following manner: The contractor will issue orders when and how many journeymen and apprentices are to be laid off.
- (e) The Union agrees to grant no privileges, terms or conditions of employment to other contractors more advantageous than those contained in the working rules and agreements herein contained.

Section 14: Travel Allowance

- (a) When an employee is instructed by the employer to travel from his home to an out-of-town job, or from one out-of-town job to another, or from an out-of-town job on which he has been laid off to some other point of hire, and such instructions require the employee to change his residence, he shall be paid transportation allowance by the most direct route to such new place of residence. Men quitting will not be entitled to return transportation.
- (b) In the event the employer should decide that the

employee shall not travel to and from out-of-town jobs each day, adequate boarding and lodging facilities shall be furnished such employee by the employer.

- (c) It is the intention of the parties to provide transportation and sustenance under the conditions set forth herein for the employees required to travel at the order of the employer to perform work. It shall not apply to employees who travel to such jobs without the employer's orders unless special provisions are made of extraordinary situations.

Section 15: Joint Board and Arbitration

There shall be created a joint board known as the Joint Committee, which shall be composed of six (6) members, three (3) of whom shall be selected from the Plumbing and Heating Contractors, affiliated with the Plumbing and Piping Contractors Association of Western Kentucky, Inc., and three (3) of whom shall be selected from Local Union No. 184 of Paducah, Kentucky. This Committee shall meet regularly once each month at a time to be agreed upon by said Committee, and said Committee shall consider such matters as may be brought before it by Local Union No. 184 or by the Plumbing and Heating Contractors, affiliated with the Plumbing and Piping Contractors Association of Western Kentucky, Inc. A special meeting of said committee may be called at any time deemed necessary by either the Union or the Association. All disputes

arising between the parties to this Agreement shall be referred to this Joint Committee for arbitration. All work shall continue during the period of arbitration, which arbitration shall be called for within forty-eight (48) hours after a complaint has been filed. The decision of the Joint Committee shall be final.

In the event the Joint Committee cannot determine the issue, the Committee shall select by mutual agreement a neutral person who shall be considered the seventh (7th) member of said committee, and his decision shall be final. Any expense incurred in the employment of the arbitration shall be divided equally between the parties hereto.

Section 16: Grievance Procedures

When a grievance under this Agreement arises, exclusive of questions of jurisdiction or work, the following procedure shall govern:

- (a) If the grievance is confined to an individual employee or to the employees in a single area of the project, the steward representing the Union shall attempt to resolve.
- (b) If the steps named in (a) above fail to resolve the dispute, the steward shall attempt to resolve the difference with the pertinent superintendent or supervisor involved.
- (c) Failing to resolve the issues in Steps (a) and (b) above, the steward shall then, in writing, present to the Business Manager, a detailed statement of

the facts of the grievance; such statement to be signed by the steward of the grieved employee or employees.

- (d) The employer shall, within twenty-four (24) hours after receiving any such written grievance signed by the Business Manager, set a time and place for a meeting and hearing said grievance within forty-eight (48) hours.
- (e) If such grievance is not settled in the Step set out in (d) above, then the contractor shall meet with an International Representative of the Union within seventy-two (72) hours and settle the grievance or arrange for a settlement of same in accordance with (f) following.
- (f) If such grievance is not settled in the Steps outlined in (a) through (e) above, the parties shall then select an arbitrator acceptable to the parties involved who shall determine the method in which the issues, which have been reduced to writing, shall be determined, and his decision on such issues, following a hearing, shall be final and binding to the parties. There shall be no stoppage of work pending a mutually satisfactory settlement by the parties involved or final decision by the arbitrator. The time limits of meetings and hearing, enumerated above, may, by mutual agreement of the parties, be extended. All agreements concerning grievances which are reached by and between the parties and/or decided by the arbitrator shall be reduced to writing and signed by the duly authorized representatives of

the parties.

- (g) The cost of arbitration, including compensation for services of the arbitrator, shall be shared equally by the contractor and the Union. Each party to an arbitration shall pay its own expenses incident to the preparation of its case.

Section 17: Job Stewards

- (a) Shop and Job Stewards shall be appointed by the Business Manager and unless removed by the Business Manager, he shall remain on the job or shop as long as there is work available.
- (b) The duties of the Steward shall consist of the enforcement of this Agreement and Working Rules hereunder.
- (c) The Business Manager shall be allowed access to all places where journeymen and their apprentices are employed; and a Steward will be allowed access to all places where journeymen and their apprentices are employed on his job.
- (d) The Steward shall be allowed ample time for the performance of his duties, and in no case shall a Steward suffer discrimination because of such performance of his duties.
- (e) The Steward shall immediately notify the Business

Manager and the employer of all accidents on the job.

- (f) Should an employee get hurt or sick on the job, the Steward shall take care of his personal belongings and see the employee is properly taken care of and cared for.
- (g) In case of a dispute on the job, the Steward shall be present with the Business Manager during all negotiations.
- (h) If the employees are required to work overtime, either the Steward or his deputy shall be one of the employees assigned to such overtime work.

Section 18: Working Rules

- (a) Journeymen Plumbers and Steamfitters must get a referral slip from the Local Union office when changing jobs to present to the new employer before starting to work. Referral slips will be issued on a non-discriminatory basis. The purpose of this is to protect the members.
- (b) No employer shall work with the tools.
- (c) No member is permitted to subcontract or lump the installation of any work under the jurisdiction of the United Association or to do work in any shop where subcontracting or lumping is practiced by

members.

- (d) No member shall be allowed to work for themselves or make a practice of doing work after working hours or on Saturday, Sundays or Holidays (moon-lighting).
- (e) All members shall accept the responsibility of properly caring for all tools and/or equipment furnished by the employer. Members who receive tools from their employers and for which a receipt is given to the employer, shall be responsible for such tools and make good for any tools lost by said Journeyman.
- (f) No member shall furnish an automobile or any conveyance for any purpose other than to convey himself to and from work.

ARTICLE VII DEFINITIONS

For the purpose of this Agreement, the following words or terms have the meaning indicated:

- (a) Employee, employees, men, journeymen, journeyman and apprentice shall mean "journeymen plumbers and pipefitters and their apprentices".
- (b) Contractor, contractors, employer and employers shall mean "Contractors who are signers of this Agreement".
- (c) United Association and Union shall mean "The

United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union No. 184, Paducah, Kentucky".

ARTICLE VIII FURNISHING MEN

Local Union No. 184, upon request by the Contractor, will supply men for the Contractors signing this Agreement by furnishing capable and qualified men to the limit of the manpower available.

ARTICLE IX SAVINGS & CONSTRUCTION CLAUSE

Should any part or provision hereof be rendered or declared invalid by reason of any existing or subsequently enacted legislation or any decree of any court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining parts and provisions and the same shall remain in full force and effect.

It is the intention of the parties hereto to execute a contract legal in all aspects under existing Federal and State Laws affecting such contracts. Therefore, any Article, Section, or Clause herein capable of more than one construction, one of which would be unlawful and the other lawful, shall be construed in the manner that would make such Article, Section or Clause lawful.

ARTICLE X

This Agreement shall apply to and cover all employees of an Employer employed to perform or performing plumbing, heating and piping work as listed hereinafter within the geographical jurisdiction allocated to the Local Union by the United Association.

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 same.
3. All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above-mentioned equipment.
4. All water services from mains to buildings, including water meters and water meter foundations.
5. All water mains from whatever source, including branches and fire hydrants, etc.
6. All down spouts and drainage area, 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 valves, and equipment in bath and wash and washrooms, shower stalls, etc.
8. All bathroom, toilet room and shower room ac-

cessories, 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 stall, tanks or vats for all purposes and for roof flashings in connection with the pipe fitting industry.
11. All fire stand pipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories, and all piping for sprinkler work of every description.
12. All block tin coils, carbonic gas piping, for soda fountains and bars, etc.
13. All piping for railing work and racks of every description, whether screwed or welded.
14. All piping for pneumatic vacuum cleaning systems of every description.
15. All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil, or gas used in connection with railway cars, railway motor cars, and railway locomotives.
16. All marine piping, and all piping used in connection with ship building and 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 same.
19. All internal and external piping of 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, refrigerating, air conditioning, manufacturing, mining and industrial work.
 23. The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers, and all piping for same in power houses, distributing and boosting stations, refrigeration, bottling, distilling, and brewing plants, heating, ventilating and air conditioning systems.
 24. All piping for artificial gases, natural gases, and holders and equipment for same, chemicals, minerals and 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, erection and piping of all cooling units, pumps, reclaiming systems, and appurtenances, in connection with transformers and piping to switches of every description.
 29. All fire extinguishing systems and piping whether by water, steam, gas or chemical, fire, alarm piping, and control tubing, etc.
 30. All piping for sterilizing, chemical treatment, deodorizing, and all cleaning systems of every description, and laundries for all purposes.
 31. All piping for oil, or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.
 32. All piping for power, or heating purposes, either by water, air, steam, gas, oil, chemicals or any other method.
 33. All piping, setting and hanging of all units and fixtures for air conditioning, cooling, heating, roof cooling, refrigerating, ice making, humidifying, dehumidifying, dehydrating, by any method, and the charging, testing, and servicing of all work after completion.
 34. All pneumatic tube work and all piping for carrying systems by vacuum, compressed air, steam, water, or any other method.

35. All piping to stoves, fire grates, blast and heating furnaces, ovens, driers, heaters, oil burners, stokers and boilers and cooking utensils, etc., of every description.
36. All piping in connection with central distributing filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, and aeration basins.
37. All process piping for refining, manufacturing, industrial, and shipping purposes, of every character and description.
38. All air piping of every description.
39. All temporary piping of every description in connection with building and construction work, excavating and underground construction.
40. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduit 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 pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueduct, 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 journey-men members of the United Association.
49. All piping for cataracts, cascades (i.e., artificial waterfalls), make-over water fountain, captured waters, water to cooling towers, and spray ponds, used for industrial, manufacturing, commercial, or for any other purpose.
50. Piping herein specified means pipe made from metals, tile, glass, rubber, plastic, wood, or any other kind of material, or product manufactured into pipe, usable in the pipe fitting industry, regardless of size or shapes.

ARTICLE XI

United Association Standards for Excellence

In conjunction with the United Association and the contractor concerns about the performance of all journeymen and apprentices, the Union and employers agree to maintain quality work in accordance with the United Association Standards For Excellence. The parties have agreed that if an employer finds that a journeyman or apprentice has failed to perform work in accordance with the contract and the performance levels required and sets out the deficiencies in a written statement to the Union and employee, the employee will be given an opportunity to respond and a joint committee of the Union and the Employer Association will resolve any issues surrounding same. Upon the third finding of insufficient work performance by an employee or apprentice, said journeyman or apprentice will be removed from that employer and the referral system until such time as the journeyman and employee have demonstrated an ability to be in compliance with the Standards For Excellence as required by the International Union which decision will be made by the joint committee.

Should any litigation be instituted as a result of the actions of this committee, the costs and damages will be born jointly on a 50/50 basis between the employer and the Union.

ARTICLE XII DRUG TESTING

PROCEDURES:

The Employer and the Union agree to abide by the Drug Testing Program adopted under BOLT. Bolt is the program identified as Builder's and Organized Labor's Substance Abuse Policy and Trust Agreement. The Union and the Employer will be bound by the terms and requirements of said BOLT program and any changes made in the BOLT program by the Trustees of BOLT.

Any additional monies necessary resulting from the adoption of the BOLT Drug Testing Program will be an employer contribution in addition to the wage increase received by the employees.

ARTICLE XIII DURATION

The expiration date of the present Collective Bargaining Agreement between the undersigned parties is _____, 20 ____ . Copies of the Collective Bargaining Agreements and all renewals or extension agreements will be furnished promptly to the respective trust funds and if not consistent with the respective participation agreements of each trust fund, the Employer will be required to execute a separate participation agreement as required by each trust fund. The failure of any signatory Employer to execute said participation agreement shall be a basis for termination of this contract and allow the Union to resort to all lawful means

to enforce the execution of the participation agreement by the Employer, including but not limited to, the right to strike and withdraw workers from the job site.

Dated this _____, day of _____, 20 ____

**United Association of
Journeyman and Apprentices
Of the Plumbing and Pipe Fitting Industry
Local Union 184**

BY: _____

An Authorized Union Officer

West Kentucky Employers Association, Inc.

BY: _____

An Authorized Officer

ATTEST: _____

Secretary

NON - W.K.C.E.A. EMPLOYER

The undersigned Employer,

whose address is

hereby acknowledges that it has reviewed the current agreement and agrees to all terms and conditions of said agreement and by execution of this assent to the agreement becomes fully bound and signatory to said agreement, this _____, day of _____, 20 ____.

EMPLOYER: _____

BY: _____

An Authorized Officer

UNION: _____

BY: _____

An Authorized Union Officer

ATTEST: _____

Secretary

**APPENDIX A
NATIONAL PENSION FUND**

Revised Standard Form of Participation Agmt.

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.

- 1 a. Commencing with the first day of and for the duration of the current Collective Bargaining Agreement between the parties, and any renewals or extensions thereof, the Employer agrees to make payments to the Plumbers and Pipefitters National Pension Fund for each Employee, who is in each classification listed below in accordance with the Collective Bargaining Agreement, as follows.

<u>CLASSIFICATION</u>	<u>AMT.</u>	<u>DATE</u>
Journeyman &	\$3.25 per hour	July 1, 2007
Apprentice	\$3.25 per hour	July 1, 2008
	\$3.25 per hour	July 1, 2009

Any classification of Employees who are excluded from the Plan pursuant to good faith bargaining and for whom contributions are not required shall not participate in the Plan. Persons in such excluded classifications shall not be considered "Employees" for purposes of the Plan and this Standard form of

Participation Agreement.

- b. The Employer shall make the contributions set out in subparagraph 1(a) for each hour or portion thereof, for which an Employee is paid or entitled to payment for performance of duties for the Employer. (Each overtime hour shall be counted as one regular hour for which contributions are payable.)
- c. Contributions set out in subparagraph 1(a) above shall be paid starting with the Employee's first day of employment in a job classification covered by the Collective Bargaining Agreement.
- d. The Employer shall continue contributions to the Fund for any compensated Employees who were previously covered by the Fund as members of the bargaining unit and who are continuing to perform work of the type covered by the Collective Bargaining Agreement for at least half of their hours with the Employer. It is understood that the Employer may not make contributions on behalf of an Employee who owns, or whose spouse owns, 10% or more of the corporation unless it signs and abides by a participation agreement covering such owner Employees. It is also agreed that the Employer shall not make contributions to the Fund on behalf of any Employees other than those specified herein.
2. 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 to designate additional Employer Trustees and successor Employer Trustees in accordance with the terms and conditions thereof, and authorizes the Trustees to adopt amendments to the Restated Agreement and Declaration of Trust. The Employer hereby acknowledges receipt of a copy of the Restated Agreement and Declaration of Trust in effect when this Agreement is signed.

3. 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.

4. 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.
5. If an Employer fails to make contributions to the Pension Fund within 20 days of the end of the month during which the work was performed, the Union shall have the right to take whatever steps are necessary to secure compliance, any provision of the collective Bargaining Agreement to the contrary notwithstanding, and the employer shall be liable for all costs and expenses for collecting the payments due, together with attorneys' fees, interest on the unpaid contributions of 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.
6. The parties agree that this Participation Agreement shall be considered a part of the Collective Bargaining Agreement between the undersigned

parties.

7. The expiration date of the present Collective Bargaining Agreement between the undersigned parties is June 30, 2010. Copies of the Collective Bargaining Agreements and all renewal or extension agreements will be furnished promptly to the Pension Fund office and, if not consistent with this Participation Agreement, can be used by the Trustees as the basis for termination of participation of the Employer.

**FOR LOCAL UNION NO. 184,
UNITED ASSOCIATION**

BY: _____
Authorized Union Officer

FOR THE EMPLOYER*

Insert Name of Employer

ADDRESS _____

BY: _____
Authorized Officer of Employer

DATE _____, 20 ____.