

JOINT AGREEMENT
Between
PLUMBERS LOCAL UNION NO. 519
of
Miami, FLORIDA
and
EMPLOYERS SIGNATORY TO THE COLLECTIVE
BARGAINING
AGREEMENT

Effective September 16, 2009 - September 15, 2012

TABLE OF CONTENTS

	<u><i>Page Number</i></u>
PREAMBLE	1
ARTICLE I - DEFINITIONS - EMPLOYMENT UNDER CONTRACT, TERRITORIAL JURISDICTION MORE FAVORABLE AGREEMENT	1
SECTION 1 - PLUMBING CONTRACTOR OR PIPING CONTRACTOR	1
SECTION 2 - MAINTENANCE WORK	1
SECTION 3 - EMPLOYEE LEASING CO.	1
SECTION 4 - EMPLOYMENT UNDER CONTRACT - TERRITORIAL JURISDICTION BARGAINING UNIT	1
SECTION 5 - MORE FAVORABLE AGREEMENT	1
SECTION 6 - DEFINITION OF "PLUMBER" AND "EMPLOYEE"	1
SECTION 7 - MANAGEMENT RIGHTS - DEFINITION OF "EMPLOYER"	2
ARTICLE II SUBCONTRACTS	2
ARTICLE III TRADE JURISDICTION	2
SECTION 1 -	2
SECTION 2 -	2
SECTION 3 -	2
ARTICLE IV HIRING HALL	
SECTION 1 - IN GENERAL	2
SECTION 2- HIRING HALL PROCEDURES	3
SECTION 3- THE UNION SHALL MAINTAIN HIRING HALL	3
SECTION 4- SENIORITY FOR CERTIFIED PLUMBERS	3
ARTICLE V WAGES, HOURS OF WORK, OVERTIME, HOLIDAYS	
SECTION 1 - WAGE SCHEDULE	3
SECTION 2 -	4

PREAMBLE

It is agreed by and between the parties to this Agreement, that this Agreement shall govern all employees performing work under the trade and territorial jurisdiction of Plumbers Local Union No. 519.

Therefore, in consideration of the mutual promises and agreements of the parties it is agreed between the parties as follows:

**ARTICLE I
DEFINITIONS - EMPLOYMENT UNDER
CONTRACT
TERRITORIAL JURISDICTION
MORE FAVORABLE AGREEMENT**

**SECTION 1 - PLUMBING CONTRACTOR OR
PIPING CONTRACTOR**

A Plumbing Contractor, or Piping Contractor, for purposes of this Agreement, shall mean, respectively, any person, firm or corporation lawfully licensed to contract for and install work covered by the Plumbing Codes or engaged in the installation of piping or tubing of any sort or type within the trade and territorial jurisdiction of Local Union No. 519, or engaged in the business of performing any and all of the work described, listed or referred to in this Agreement.

SECTION 2- MAINTENANCE WORK

The Union may enter into this agreement with condominiums or with pari-mutuel establishments to perform maintenance work as defined in Chapter 10 of the Metropolitan Dade County Code.

SECTION 3 - EMPLOYEE LEASING COMPANY

For purposes of this Agreement the term Plumbing Contractor or Piping Contractor shall include an employee leasing company which employs employees performing work covered under this agreement provided:

1. The work is performed for the Dade County School Board.

2. The work performed is maintenance work as defined in Chapter 10 of the Dade County Code.

3. Referrals from the hiring hall to the leasing company shall be of no more than 90 days duration. Thereafter there must be a 30 day interval before the same employee may be referred again to the leasing company.

**SECTION 4 - EMPLOYMENT UNDER
CONTRACT - TERRITORIAL JURISDICTION
BARGAINING UNIT**

The Employer, when performing work that comes within the trade jurisdiction of the United Association as set forth in its Constitution, and within the trade jurisdiction of Local Union No. 519 as set forth in this Agreement, and within the territorial jurisdiction of U.A. Local Union No. 519, namely the county of Dade and Monroe, State of Florida, and such other territorial jurisdictions which may be granted on a temporary or permanent basis to Local Union No. 519 by the United Association, agrees to the conditions of this contract with respect to employment of all Employees under the jurisdiction of Local Union No. 519.

The Employer recognizes the Union as the collective bargaining agent of all Employees within the bargaining unit which is defined as a unit of all Employees performing work within the Union's jurisdiction for all employer-signers of a collective bargaining agreement with the union.

SECTION 5 - MORE FAVORABLE AGREEMENT

This Agreement is identically the same as the Agreement between Local Union No. 519 and all other Plumbing and/or Piping Contractors and if any Plumbing and/or Piping Contractor shall be permitted by the Union to engage Employees covered by this Agreement under more favorable terms or conditions all other signers of this Agreement shall have the right to have the same terms and signers of this Agreement shall have the right to have the same terms and conditions. Provided, however, Plumbers Local Union No. 519 may, under its Metal Trades Charter,

negotiate and execute Agreement with Employers performing work which is primarily non job-site, which may contain clauses different that this Agreement. In the event this occurs, an Employer signatory to this Agreement shall not be entitled to incorporate the provisions of such other Agreement, but he shall have the right to sign the Metal Trades Charter Agreement.

SECTION 6 - DEFINITION OF "PLUMBER" AND "EMPLOYEE"

The word "plumber" or "employee" as used in this Agreement shall refer to Employees working in all classifications of the trade as General Foremen, Foremen, Journeymen, Apprentices or Apprentice Applicants covered under this Agreement.

SECTION 7 - MANAGEMENT RIGHTS - DEFINITION OF "EMPLOYER"

a.) Each Employer shall at all times have full control of matters relative to the management, personnel and the conduct of his business. Each Employer shall control its operations, the direction of its working forces, the method of doing the work and the right to hire, discharge or suspend for just cause, and transfer Employees within its company.

Each Employer shall have the right to advise the Union on the appointment of stewards, and to suspend or discharge stewards with just cause.

b.) The word "Employer" as used in this Agreement shall mean the business entity described above, whether a sole proprietorship, a joint venture, a partnership or a corporation. If any Employer as defined herein, or if any partner or if any person holding a controlling or majority interest in any corporate Employer, controls or operates any other business within the trade and territorial jurisdiction of the Union, such other business entity shall either have a signed Agreement with the Union or this Agreement shall be interpreted as including such business entity under the term "Employer". For the purpose of this paragraph, a person will be deemed to "control or operate" a business entity if he is in charge of its labor relations in whole or in part.

c.) Any owner, partner, qualifier, or corporate officer or stockholder of any signatory Employer (hereinafter called "principal") may work with the tools provided that the principal registers, in person, with the Union's Hiring Hall.

**ARTICLE II
SUB-CONTRACTS**

The Employer agrees not to sub-contract any of the work covered by this Agreement or coming under the jurisdiction of the United Association where such work is to be done at the site of the construction, alteration, or repair of a building, structure or other work, unless the sub-contractor is a signer of this Agreement. The Union reserves the right to consider any violation of this Article a breach of this Agreement.

**ARTICLE III
TRADE JURISDICTION**

SECTION 1 - This Agreement shall cover all work within the recognized trade jurisdiction of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, as established and recognized by the Building and Construction Trades Department of the AFL-CIO.

SECTION 2 - The Employer shall exercise its best efforts in attempting to cause the inclusion of the maximum possible amount of work and related items or services in the scope of the general contractors or owners invitation to bid. The Employer will endeavor to bid on all such work and items. The Union agrees that if such work and items are not awarded to the Employer, it would take no action to require the Employer to assign the work to employees under this agreement.

SECTION 3 - All job site unloading from tailgate and, thereafter, all of the handling and rigging of materials, fixtures, appliances having waste, water or gas connections, tools and equipment, for use in the work covered under this Agreement shall be done

only by employees working under the jurisdiction of Local Union No. 519.

**ARTICLE IV
HIRING HALL**

SECTION 1- IN GENERAL

Knowing that properly installed plumbing protects public health, the Employer and the Union have a joint and mutual interest in maintaining the competency and skill of Plumbers employed in the industry. In order to maintain the quality of workmanship desired in this area the Employers and the Union will constantly endeavor to improve, through refresher and training courses the ability of Journeymen Plumbers and encourage, aid and assist in the training of plumber apprentices so that they will become properly qualified Journeymen.

SECTION 2 - HIRING HALL PROCEDURES

a.) In hiring employees, the Employer agrees to first call the Hiring Hall dispatch office and to afford the Union at least forty-eight (48) weekday hours, Monday through Friday, within which to refer employees to the Employer for employment under the terms of this contract.

b.) The Union will honor requests for specific unemployed Journeymen regardless of their place on the unemployment list. Journeymen can solicit their own jobs.

c.) If the Union is unable after forty-eighty (48) workday hours to furnish the requesting Employer with sufficient employees, the Employer may apply to the Joint Labor-Management Committee who shall immediately seek relief for the requesting Employer.

**SECTION 3 - THE UNION SHALL MAINTAIN
HIRING HALL**

a.) The Union shall establish and maintain a separate, appropriate registration facility for qualified applicants available for employment under the terms of this Agreement.

b.) The parties agree that the referral of workers from the Union's Hiring Hall shall be on a non-discriminatory basis, without regard to Union membership, policies or discrimination in violation of State and Federal Law.

c.) Upon being requested, a registrant shall be given a referral slip by the dispatcher. No contractor shall hire any employee who does not have a referral slip from the dispatcher. Apprentices and Apprentice applicants shall not solicit jobs within the trade and geographic jurisdiction of this Agreement.

**SECTION 4 - SENIORITY FOR CERTIFIED
PLUMBERS**

For the purpose of protecting the public health and safety and recognizing the superior skill and ability of Certified Journeymen Plumbers, the parties shall promote the hiring of Certified Journeymen Plumbers and the encouragement of others who are not certified to gain their certification. In furtherance of this goal, and without regard for membership or non-membership in a labor organization, the parties agree that all Journeymen possessed of a current valid Certificate of Competency as a Journeymen Plumber issued by Metropolitan Dade County, shall have seniority on the job for purposes of lay-off and recall, and shall exclusively be entitled to hold any supervisory position under this Agreement.

**ARTICLE V
WAGES, HOURS OF WORK, OVERTIME,
HOLIDAYS**

SECTION 1 -

WAGE SCHEDULE - Attached hereto

SECTION 2 - At the discretion of the Union, any wage increase provided for under this Agreement may be allocated to fringe benefits and any fringe benefit increase may be allocated among the various fringe benefits. The Union shall notify the Employer in writing, at least thirty (30) days prior to the effective date of any increase in the event of a reallocation.

SECTION 3 - PAYROLL WEEK - PAYMENT OF WAGES, WAITING TIME

a.) The payroll week shall commence on Monday and end on Sunday. On each Tuesday, not later than quitting time, employees shall receive their wages in United States currency or by payroll check. There shall be no exception to the payroll week and pay day as set forth above except as approved by the Labor Management Committee. In the event that payday falls on a Holiday, wages shall be paid by quitting time on the day prior to the Holiday.

b.) Employees laid off or discharged shall receive their full pay in cash or payroll check at the time of their lay-off or discharge.

c.) In the event the Employer fails to pay Employees their wages at the proper time specified in this Agreement, the Employer shall pay waiting time to said Employees. Waiting time shall begin on the day payment was required and from the hour of lay-off or from quitting time if there was no lay-off. Waiting time shall continue until proper payment is made or for a period of time not to exceed eight (8) hours, whichever occurs first. Waiting time shall be paid on a straight time basis. If adverse weather conditions, fire, accident or other causes over which the Employer had no control, prevents the timely payment of wages as required by this Agreement, waiting time shall not be paid.

SECTION 4 - NOTIFICATION OF NO WORK

Employees whose services are not needed in the morning shall be notified one-half hour before quitting time the day before; Employees whose services are not required in the afternoon shall be notified one-half hour before lunch. In the event Employees are not notified as aforesaid and they show up for work, they shall be paid for one (1) hours additional pay at the rate of pay they would have earned had they worked. The Employer shall be required to pay under the provisions of this paragraph if he or his Representative had knowledge there would be no work and failed to give timely notice to his Employees. Adverse weather conditions, fire accident, or other causes over which the Employer

had no control shall excuse the Employer from the provisions of this paragraph.

SECTION 5 - HOURS - OVERTIME PAY AND SHIFT WORK

a.) HOURS - A regular work week shall consist of forty (40) hours of work, Monday through Friday. A regular work day shall consist of eight (8) consecutive hours of work (excluding a half hour meal break) in a regular work week, between 6:00 A.M. and 5:30 P.M. On each job, the Employer shall establish and maintain a uniform starting time for all employees.

b.) Overtime at the rate of time and one-half shall be paid for all hours worked in excess of a regular work day or shift, in a regular work week. Overtime at the rate of time and one-half shall also be paid for work performed during any eight (8) consecutive hours (excluding a half hour meal break) until 5:30 P.M., on Saturday. All other work on Saturday, Sunday, from 12:01 A.M. to the employees regular starting time on Monday and holidays shall be considered overtime and paid for at double time.

c.) SHIFT WORK - When requested by the Employer and approved by the Business Manager of the Union, shift-work may be performed which must continue for not less than five (5) consecutive work days. Shift work scheduled to be performed after the regular work day and until midnight shall receive a 10% wage differential. Shift work performed after midnight shall receive a 20% wage differential.

SECTION 6 - HOLIDAYS

Work performed on any of the following days shall be paid for at the double time rate: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Saturday or Sunday, the holiday shall be celebrated on the day the Federal government celebrates the holiday.

SECTION 7 - MAKE UP DAY (Optional)

In the event of adverse weather conditions, fire, accident or other causes over which the Employer has no control, by mutual agreement between the Employer and the employee, Saturday work may be used as a make-up day and shall be worked as an eight (8) hour regular work day.

SECTION 8 - FLEXIBLE WORK WEEK

a.) Any consecutive four (4) ten (10) hour days, Monday through Friday shall be referred to the Union Business Manager for approval. The Union Business Manager must approve four tens before it is put in effect. Four tens shall start either on Monday or Tuesday.

**ARTICLE VI
CHECK-OFF**

The Employer agrees to check-off all dues and uniform working assessments established or changed by the Union from the wages of all Employees who have executed or signed authorization and forward the amounts withheld in the same check and in the same manner as the payment of fringe benefit contributions as set forth in Article VII. Delinquencies in the payment of dues, working assessment or P.A.C. contributions, and the remedy which the Union may have in the event of a delinquency, shall be governed by the provisions of this Agreement relating to delinquencies in the payment of fringe benefit contributions.

**ARTICLE VII
FRINGE BENEFIT CONTRIBUTIONS,
PROVISIONS APPLICABLE TO THE
PAYMENT OF FRINGE BENEFIT
CONTRIBUTIONS**

SECTION 1 -

CONTRIBUTIONS - Attached hereto

SECTION 2 - JOINT TRUST FUNDS

All Employers who are party to or otherwise bound by this Agreement acknowledge, accept and agree to be bound by the Agreements and Declarations of Trust of the various Trust Funds as set forth within this Agreement. All Employers acknowledge, accept and appoint the current Employer Trustees of the various Trust Funds to act on their behalf and to accept future Trustees who are appointed or elected in accordance with the Trust documents. All Employers further acknowledge that they are bound by the terms, provisions and conditions of all rules, regulations, resolutions and amendments pertaining to any Trust Fund, as promulgated by the Trustees, in accordance with the Trust Agreements, whether current existing or promulgated during the term of this Agreement. All of the Trust Funds set forth within this Agreement are established and maintained pursuant to Section 302 of Taft-Hartley Act and the provisions of the Employee Retirement Income Security Act.

SECTION 3 - PAYMENT AND REPORTING -

a.) Contributions and withholding shall be paid weekly, based upon the payroll week as set forth in this Agreement to the Joint Trustees of the Plumbers Local Union No. 519 Health and Welfare Fund, Plumbers Local Union No. 519 Pension Fund, Plumbers Local Union No. 519 Joint Apprentice and Education Committee, Plumbers National Pension Fund, Plumbers Local Union No. 519 and the Plumbers Local Union No. 519 Political Action Committee. Said payment shall be made by check payable to the Plumbers Local Union No. 519 Escrow Account to be sent to the Trustees or such person or firm appointed by the Trustees to receive such payments.

b) Contributions, withholding and check-off shall be paid not later than the Friday following the week for which the payments are owed. Forms provided by the Trust Funds shall be completed by the Employer and forwarded with each payment. If no monies are due, the Employer shall forward the forms with an indication that no employees were employed for the week covered by the report.

(c) In the event that a paycheck is dishonored, the Employer shall be responsible for reimbursing the Employee all applicable bank charges.

d) NATIONAL PENSION FUND -
SPECIAL RULES -

The Employer agrees to pay to the Plumbers and Pipefitters U.A. National Pension Fund (hereafter referred to as the National Pension Fund) the amount shown on Exhibit "A" attached hereto and incorporated herein by reference.

Each overtime hour shall be counted as one regular hour for which contributions are payable;

Contributions shall be paid on behalf of covered employees starting with the employee's first day of employment in a job classification covered by this Agreement.

The payment to the National 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. The Employer agrees to be bound by all of the terms and conditions of the Agreement and Declaration of Trust, a copy of which has been or will be furnished to the Employer. The Employer hereby adopts this Agreement and Declaration of Trust and ratifies, accepts and designates as its representatives the Employer Trustees then serving as such and authorizes said Employer Trustee to designate additional Employer Trustee and successor Employer Trustees in accordance with the terms and conditions of said Agreement and Declaration of Trust. It is agreed that the National Pension Plan adopted by the Trustees of the said National 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 National pension Fund as a deduction for income tax purposes. 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 have an independent Certified Public Account audit the payroll and wage records of the Employer for the

purpose of determining the accuracy of contributions to the National Pension Fund;

The parties further agree that payments made hereunder shall be sent to the National Pension fund in Washington, D.C., in a check separate from all other fringe benefits.

SECTION 4 - AMENDMENT OF TRUST

a.) The Trustees of the various Trust Funds (other than the National Pension Fund) shall have the power to propose amendments to the Trust Agreements from time to time by mutual agreement of the Trustees and the Joint Labor Management Committee. No rule, regulation or amendment shall be made which is indirect contradiction or conflict with this Agreement or any State or Federal law.

b.) If the Joint Labor-Management Committee fails to act on a proposed Amendment within seventy-five (75) days after it is submitted to them by the Trustees of any Trust Fund, or, if prior to said seventy-five (75) day period the Joint Labor-Management Committee agrees to arbitration, the Amendment shall be submitted to final and binding arbitration by an impartial arbitrator selected in accordance with the rules of the American Arbitration Association and to permit the arbitrator so selected to hold a hearing and either to accept any Amendment, reject it or draft a compromise Amendment. In such arbitration proceedings, the Trustees of the Trust Fund affected by the Amendment and the members of the Joint Labor-Management Committee shall be deemed parties in interest, the fees of the arbitrator shall be paid by the Trust Fund affected by the Amendment, but all other costs and fees shall be paid by the party or parties incurring such costs and fees.

SECTION 5 - DELINQUENT PAYMENTS -
AUDIT

a.) An Employer shall be considered delinquent if contributions or withholdings in full are not received by the respective Trust Funds or their escrow agent within 21 days of the end of the payroll week.

b.) An Employer shall pay any and all costs that are incurred in the collection of delinquent contributions or withholdings, including reasonable attorneys' fees.

c.) If an Employer is delinquent, the Employer shall be liable to pay interest on unpaid contributions and interest on untimely paid contributions at the rate prescribed under Section 6621 of the Internal Revenue Code of 1986, as amended; from the date such contributions were due to the date of actual payment. Further, because of the difficulty in arriving at a calculation of damages caused by payments not being made on time, the parties agree that 10% of the unpaid or untimely paid contributions represent a fair and appropriate measure of those damages. Therefore, in addition to all other payments owed, the delinquent Employer agrees to pay 10% liquidated damages on all unpaid or untimely paid contributions. The Trustees, in their sole discretion, may assess interest and liquidated damages depending on the circumstances of the delinquency, and may waive, in whole or in part, any such damages.

d.) Each of the Boards of Trustees of the Trust Funds or the Joint Labor-Management Committee shall have the right at any time to audit the records of any Employer to determine whether full or timely payments have been made. The Employer agrees to permit a Certified Public Accountant, or a member of the firm or staff as selected by the Trustees or the Committee, to enter upon the Employer's premises during normal working hours to examine such records as may be required to determine whether full and timely payments have been made. Records to be provided by the Employer shall include, but not be limited to the Employer's Quarterly Federal Tax Return (Form 941), Employer's Quarterly Tax and Wage Report, State of Florida Form No. UCT6 Employer's Annual Federal Unemployment Tax Return (Form 940), Payroll ledger, and such other records as the Trustees may determine, from time to time, to be appropriate to be examined. The report of the auditor shall only include information pertaining to employees working under the trade and territorial jurisdiction of the Union and the audit report shall be confidential and the Employer shall receive a copy. If the audit shows a delinquency or deficiency in payment of any amounts due under this Agreement,

the Employer shall pay the cost of the audit and reasonable attorneys' fees incurred to collect such deficiency, in addition to any delinquency or deficient payments. In the event that the Employer fails to permit, in whole or in part, an audit of its records under this paragraph, the Employer shall be responsible for payment of any fees and costs incurred by the Trustees in order to enforce the provisions of this Section.

SECTION 6 - BOND

a.) Each Employer executing this Agreement shall have a cash or surety bond in amount equal to Five Hundred (\$500.00) Dollars for each employee on his payroll to guarantee the payment of each employee's wages, check-off, fringe benefit contributions to be paid on their behalf, and any and all charges, fees and costs, including service charges, auditor's fees and attorneys' fees, which the Employer is required to pay under the provisions of this Agreement. In the event any claim is made by the Union, Joint Trustees or Labor-Management Committee, such claims shall be satisfied from the bond as posted by the Employer. Any claim for fringe benefit payments, check-off or other obligations owed pursuant this agreement against the bond posted by the Employer shall be supported by an audit by a Certified Public Accountant. In the event any group of Employers desire to pool their resources and have issue one bond to cover the liability of several of them, the Union agrees to allow such bond. All Employers shall show evidence of sufficient bonding before having additional employees dispatched from the Union's Hiring Hall. In the event that any Employer is habitually delinquent, the Board of Trustees of the various Trust Funds may require an increase in the bond posted by the Employer. New signatories to this Agreement shall post the required bond before receiving employees from the Hiring Hall.

b.) Failure to abide by the terms of this Section shall constitute a breach of this Agreement. In the event of a breach, the Union shall order the withdrawal of employees until payments are made in full. The Joint Trustees of the Union shall be considered as proper parties in interest to institute legal proceedings in any Court of competent jurisdiction against the Employer

to enforce the provisions of this Article, including the bonding requirements or to sue for recovery of contributions of any amounts owed under this Article.

SECTION 7 - OVERTIME

All contributions and withholdings required to be paid under this Agreement shall be made at straight time for overtime hours worked.

SECTION 8 - PRINCIPALS

The Employer shall pay fringe benefit contributions on all hours worked by the Principal, but not less than forty (40) hours per week for each week or fraction thereof in which any work is performed by the Principal.

ARTICLE VIII FOREMEN, GENERAL FOREMEN, STEWARDS

SECTION 1 - FOREMEN - GENERAL FOREMEN

a.) A foremen shall not supervise more than ten (10) employees. Upon hiring the sixteenth (16) employee, a general foreman shall be appointed by the Employer.

SECTION 2 - STEWARDS

a.) At any shop or job where workmen are employed under the terms of this Agreement, the Union shall have the right through its Business Manager to appoint a steward who shall be a working journeyman. The Business Manager shall have the right to prescribe the reasonable duties and responsibilities of the steward.

ARTICLE IX GENERAL EMPLOYMENT REGULATIONS

SECTION 1 - STARTING AND QUITTING TIME

a.) Employees furnishing their own transportation shall not report to the shop or job prior to fifteen (15) minutes before starting time (except Superintendents). They shall not perform any work prior to starting time unless paid. Employees shall be at their work area at

starting time. The work area shall be agreed to between the Employer and the Union. When work is commenced, they shall continue working until fifteen (15) minutes before quitting time, at which time they shall pick up their tools and leave at quitting time. There shall be a uniform lunch period.

b.) An employee who is furnished a company vehicle and is required to report back to the shop shall be allowed to stop work on the job so he has sufficient time to return to the shop by quitting time. Employees who are furnished a company vehicle and are not required to report back to the shop shall be treated as if they furnished their own transportation in a.) above.

SECTION 2 - TOOLS

a.) The Employer will provide all necessary shop tools for all employees covered under this Agreement.

b.) All employees performing plumbing work are required to furnish all hand tools except: vises, stocks, dies, cutters, reamers, furnaces, torches, welding, torches, files, hacksaw blades, wrenches 18 inches and over, emery wheels, cutting torches, gauges, valves and hoses, friction wrenches, stud punchers, polybutylene crimping tools and all power activated tools. The employer shall be responsible for replacing an employee's hand tools if the hand tools are stolen from the designated lock area.

c.) Employer shall furnish reasonable safety equipment necessary for the safety of the employee. Worn out and broken tools turned in to the Employer shall be replaced with a tool of equal value by the Employer and shall become the property of the employee. No shop tools shall be transported from any point by an employee in his own conveyance.

SECTION 3 - ACCESS TO JOBS

The Employer agrees to cooperate with the authorized representative of the Union in securing access to any area where employees are performing work pursuant to this Agreement while employees are on said premises.

SECTION 4 - TOLLS

Whenever an employee shall work on a job in an area requiring the payment of tolls for access and/or exit, the Employer shall reimburse the employee the sums paid for such tolls.

SECTION 5 - PARKING

The Employer shall provide free parking for all construction sites.

SECTION 6 - DRUG AND ALCOHOL POLICY

The parties agree to the Local Union 519 Drug and Alcohol policy as adopted by the Labor Management Committee, the terms of which are incorporated herein by reference as if set out in full. The Employer acknowledges receipt of such policy upon signing this Agreement. Any other policy to be used by the Employer must be submitted to the Labor-Management Committee for approval.

SECTION 7 - ON THE JOB ACCIDENTS

a.) When an on the job accident is suffered by an employee, the Employer or his representative shall be notified immediately.

b.) In the event an employee is injured on the job, he shall be entitled to select his own physician for further medical care so long as the Employer's program of workers' compensation coverage provides for a choice of physicians. No employee shall be coerced by the Employer or his representative in the selection of a physician.

c.) An employee who is able to work after an industrial accident shall be reinstated to his former job provided his physician releases him to return to work and the Employer is still employing employees pursuant to this agreement. No employee shall be discharged or laid-off, or if he is able to work, refused employment or re-employment because he suffered an industrial accident, is under a doctor's care or has filed a claim for benefits under the Employer's worker's compensation plan.

SECTION 8- EMPLOYMENT QUESTIONNAIRES

Prior to hire, no prospective employee shall be required to complete any form or questionnaire regarding the employee's physical status. After hire, the Employer may require an employee to complete a questionnaire or other forms provided that the Union has approved such forms or questionnaires. No information contained in such questionnaire or forms shall be used in any way whatsoever to deprive the employee of any benefit under this Agreement or under any worker's compensation program, unemployment compensation or any other law.

ARTICLE X

JOINT LABOR-MANAGEMENT COMMITTEE

SECTION 1-ESTABLISHMENT OF COMMITTEE

The parties to this Agreement shall establish a Joint Labor-Management Committee, which shall also act as a Grievance Committee. The Joint Labor-Management Committee shall consist of five (5) Employers elected by the Employer signers of this Agreement at a meeting to which all Employer signers have been notified to attend, and five (5) members selected by the Union. This Committee shall meet at least quarterly at a time and place mutually agreeable, and upon notification that a dispute or grievance exists, they shall convene within forty eight (48) hours. The Union shall inform all Employers of the names, addresses, and telephone numbers of the Labor-Management Committee members when requested.

SECTION 2 - GRIEVANCES

In the event that a dispute shall arise between the parties to this Agreement concerning the interpretation of this Agreement or operation of any of the Articles herein contained, which cannot be settled by conference between the Employer or his representative and a Business Representative of the Local Union No. 519, the facts of this disagreement shall be submitted to the Joint Labor-Management Committee for adjustment. The Joint Labor-Management Committee shall conduct a hearing to adjust the dispute. A majority vote by the Committee

shall be final and binding on Local Union No. 519 and the Employer(s) involved. This Committee shall not handle cases involving claims of delinquency in wages or fringe benefits or whether the Employer has not employed persons through the Hiring Hall or work under this Agreement. If the committee deadlocks or if no majority decision is entered within fifteen (15) days of the date when the dispute was originally submitted under this Section, the parties agree that the dispute shall be submitted for final and binding arbitration under the Labor Arbitration Rules of the American Arbitration Association.

SECTION 3 - LENGTH OF SERVICE OF EMPLOYER MEMBERS

Employer members of this Committee shall serve until resignation, death, or failure to attend three (3) consecutive meetings.

SECTION 4 - This Committee shall have the power for good cause to establish new classification of work within the Union's jurisdiction and to set different wages, set ratios of Apprentice Applicants to Journeymen and/or other terms and conditions of employment for such work. The Committee may not make its determination retroactively, and all Employers must be notified of the new determination in writing. For purposes of illustration only, a "new classification of work" may refer to a job site classification which is not traditionally considered construction work, or to an industrial job, which the Committee considers to be under the Union's jurisdiction but appropriately under different terms and conditions.

**ARTICLE XI
VOID PROVISIONS**

If any provision or the enforcement or performance of any provision of this Agreement is or shall at any time be, contrary to law, then such provision shall be applicable or enforced, or performed except to the extent permitted by law; the invalidity of such provision shall have no effect on the validity of the remainder of this Agreement.

ARTICLE XII

WAIVER OF OBJECTION

All stipulations as set forth in this Agreement are thoroughly comprehended and are the conditions under which Local Union No. 519 will furnish employees to the Employer; and the Employer waives any objection to enforcement action by Local Union No. 519 in case of violation by the Employer.

**ARTICLE XIII
TERMS OF AGREEMENT - RE-NEGOTIATIONS**

SECTION 1 - TERMS OF AGREEMENT

This Agreement shall be in effect as of September 15, 2009 and shall remain in effect until the expiration date of midnight, September 15, 2012, and shall automatically renew itself from year to year thereafter unless written notice of a desire to terminate or change this Agreement is given by either party to the other party, in writing, at least sixty (60) days prior to the expiration date, or any yearly anniversary thereafter.

SECTION 2 - LIST OF SIGNATORIES TO BE PROVIDED BY UNION

If the written notice requirement of Section 1 of this Article shall be served by the Union, it shall be attached to a list containing all Employers who have executed the same Agreement with the Union.

SECTION 3 - EMPLOYER NEGOTIATING COMMITTEE

If either party gives notice as aforesaid, the Employer members of the Joint Labor-Management Committee shall promptly schedule a meeting and notify by registered mail, return receipt requested, all Employers named on the list provided by the Union of the reason, time and place of said meeting. A Negotiating Committee composed of Employer Signers of this Agreement shall be elected at this meeting. The Union shall immediately be advised of the members of this Committee, who shall, in turn, be advised of the members of the Union's Negotiating Committee. The two Negotiating Committees shall meet promptly and re-negotiate this Agreement.

SECTION 4 - UNION SHALL RECOGNIZE
COMMITTEE

The Union agrees to recognize the properly elected Employer Negotiating Committee as the duly constituted bargaining agent for all Signers of this Agreement.

It is agreed that the terms and conditions of this Agreement were duly negotiated between the Negotiating Committee representing the respective parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 15th day of September, 2009

EMPLOYER NEGOTIATING COMMITTEE

**PLUMBERS LOCAL UNION NO. 519
NEGOTIATING COMMITTEE**

EMPLOYER ACCEPTANCE

NAME OF EMPLOYER

ADDRESS

TELEPHONE NUMBER

By: _____

Title: _____