



**PLUMBERS  
AND  
PIPEFITTERS**

**LOCAL UNION NO. 441**

**AGREEMENT**

BETWEEN

THE ASSOCIATION OF MECHANICAL AND  
SHEET METAL CONTRACTORS OF KANSAS ZONE I A

AND

PLUMBERS AND PIPEFITTERS LOCAL UNION NO. 441

June 3, 2013 to May 31, 2023

AND BETWEEN

ZONE I APPENDIX B CONTRACTORS

AND

PLUMBERS AND PIPEFITTERS LOCAL UNION NO. 441

June 1, 2013 to May 31, 2023

AND BETWEEN

MECHANICAL CONTRACTORS ASSOCIATION OF KANSAS ZONE II A  
MECHANICAL CONTRACTORS ASSOCIATION OF KANSAS ZONE II B

AND

PLUMBERS AND PIPEFITTERS LOCAL UNION NO. 441

June 5, 2013 to May 31, 2023

Plumbers & Pipefitters  
Local Union No. 441  
Area Offices  
[www.ua441.org](http://www.ua441.org)

Wichita Office – Main Office  
(316) 265-4291

Topeka/Lawrence Area Office  
(785) 354-8539

Frontenac Area Office  
(620) 231-4280

Health & Welfare Office  
&  
Local Pension Office  
(316) 264-2339  
or  
(800) 423-6517

Kansas Annuity  
(620) 232-3799

National Pension Plan Office  
(800) 638-7442

# TABLE OF CONTENTS

Article I Recognition.....	6
Article II Scope of Work.....	7
Article III Residential Scope of Work .....	12
Article IV Union Security and Dues Check-Off.....	12
Article V Union Representation and Access to Jobs .....	12
Article VI Management Rights.....	13
Article VII Referral of Employees.....	13
Article VIII Pre-Apprentice .....	14
Article IX Territorial Jurisdiction, Minimum Wages, and Conditions.....	15
Article X Service and Repair .....	15
Article XI Trust Funds .....	16
Article XII Journeymen and Apprenticeship Training Programs .....	22
Article XIII Political Action Check-Off .....	23
Article XIV Work Rules .....	24
Article XV Hours of Work, Overtime, Shifts, and Holidays.....	24
Article XVI Reporting Pay .....	27
Article XVII Welding Test .....	27
Article XVIII Subcontracting .....	27
Article IX Workers' Compensation.....	28
Article XX Safety, Drug, and Alcohol Policy .....	28
Article XXI Grievance .....	29
Article XXII Savings Clause .....	30
Article XXIII Duration, Reopening, and Termination.....	30

*(This page left blank intentionally)*

## TABLE OF CONTENTS (Continued)

Article XXIV Standards for Excellence .....	31
Zone I Appendix A .....	37
Special Conditions Zone I Appendix A .....	39
Zone I Appendix B.....	40
Special Conditions Zone I Appendix B .....	43
Zone II Appendix A .....	44
Special Conditions Zone II Appendix A.....	46
Zone II Appendix B .....	47
Special Conditions Zone II Appendix B.....	49
Appendix C Special Conditions Request Form .....	50
Appendix D United Association Welder Certification Program .....	52
Appendix E Substance Abuse Testing and Treatment.....	54

*(This page left blank intentionally)*

## **PREAMBLE**

### **ZONE IA**

THIS AGREEMENT, entered into this 3rd day of June, 2013 by and between THE ASSOCIATION OF MECHANICAL AND SHEET METAL CONTRACTORS OF KANSAS ZONE I A, hereinafter called the "Employer", and the UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO PLUMBERS AND PIPEFITTERS LOCAL UNION 441, hereinafter called the "Union," "Local," or "Local 441."

### **ZONE IB**

THIS AGREEMENT, entered into this 1st day of June, 2013 by and between ZONE I APPENDIX B CONTRACTORS, hereinafter called the "Employer", and the UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO PLUMBERS AND PIPEFITTERS LOCAL UNION 441, hereinafter called the "Union," "Local," or "Local 441."

### **ZONE IIA**

THIS AGREEMENT, entered into this 5th day of June, 2013 by and between MECHANICAL CONTRACTORS ASSOCIATION OF KANSAS ZONE II A, hereinafter called the "Employer", and the UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO PLUMBERS AND PIPEFITTERS LOCAL UNION 441, hereinafter called the "Union," "Local," or "Local 441."

### **ZONE IIB**

THIS AGREEMENT, entered into this 5th day of June, 2013 by and between MECHANICAL CONTRACTORS ASSOCIATION OF KANSAS ZONE II B, hereinafter called the "Employer", and the UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO PLUMBERS AND PIPEFITTERS LOCAL UNION 441, hereinafter called the "Union," "Local," or "Local 441."

### **ALL ZONES**

WHEREAS, the Employer is engaged in the plumbing and pipefitting industry as an Employer throughout the jurisdiction of Local 441 and in the performance of such work requires the services of competent, skilled, and qualified journeymen and apprentices, and

WHEREAS, the Union is affiliated with the American Federation of Labor-Congress of Industrial Organizations, and has in its membership throughout the State of Kansas competent, skilled and qualified journeymen and apprentices to perform all work coming within its trade and craft jurisdiction, and

WHEREAS, the Employer and the Union desire to mutually establish and stabilize wages, hours, and working conditions for journeymen and apprentices employed within the jurisdiction of Local 441 with said Employer, and further, to encourage closer cooperation and understanding between the Employer and the Union in the plumbing and pipefitting industry to the end that a satisfactory, continuous and harmonious labor relationship will exist between the parties to this agreement.

NOW, THEREFORE, the undersigned Employer and Union, in consideration of the mutual promises and covenants herein contained, mutually agree as follows:

## **ARTICLE I Recognition**

### **ZONE IA**

The employer recognizes the Union as the sole and exclusive bargaining agent for all Plumbers and/or Pipefitters within its employ with respect to wages, hours, and other terms and conditions of employment, on any and all work described in Article II and Article III of this Agreement, pursuant to Section 8(f) of the National Labor Relations Act.

If any contractor signatory to this Agreement agrees to card check then the following shall apply: if a majority of the bargaining unit employees performing work for any signatory contractors covered by Zone IA of this collective bargaining agreement authorize the Local Union to represent them in collective bargaining, then the signatory contractor shall recognize the Local Union as the Section 9(a) exclusive collective bargaining agent for all employees performing plumbing or pipefitting work within the jurisdiction of the Local Union on all present and future jobsites. Such 9(a) recognition shall be expressly requested by the Union. The signatory contractor's recognition shall be based upon the Union's having shown, or having offered to show, evidence of its majority support. The Union's evidence of majority support shall be established through the signing of authorization cards. Nothing in this Agreement shall require any signatory contractor to agree to submit to card check.

Where the Union is recognized by the Employer or any individual signatory contractor as the exclusive 9(a) bargaining representative – either through card check/voluntary recognition or a National Labor Relations Board certified election – the terms and conditions of this Agreement shall remain in effect and no party to this Agreement shall be required to bargain over the terms and conditions contained herein except as provided for pursuant to Article XXIII herein.

### **ZONES IB, IIA AND IIB**

The employer recognizes that the overwhelming majority of Plumbers and/or Pipefitters within its employ have authorized the Union to serve as their exclusive bargaining representative. In this regard, the Union has either demonstrated to the employer satisfactory proof of its majority representative status, or the employer has declined an offer of such proof, because it is otherwise satisfied as to the Union's majority status, and on such basis extends recognition to the Union as the sole and exclusive bargaining representative for all journeyman and apprentices in the employ of the employer with respect to wages, hours and other terms and conditions of employment, on any and all work described in Article II and Article III of this Agreement, pursuant to Section 9(a) of the National Labor Relations Act.

### **ALL ZONES**

Local 441 will not be a party to any Agreement, written or oral, with other Employers, which provides economic or other provisions which are less favorable than the provisions of this Agreement unless such conditions are also offered to all Employers signatory to this Agreement.

This Agreement comprises the entire agreement between the two parties and no oral agreement can vary or alter the terms of this Agreement. This Agreement supersedes all other agreements between the parties hereto.



## **ARTICLE II**

### **Scope of Work**

This agreement covers all wages (see Zone I or Zone II Appendix A or Appendix B) and working conditions of all journeymen and apprentices engaged in the installation of all plumbing and/or pipefitting systems and component parts thereof, including fabrication, assembling, erection, installation, dismantling, repairing, reconditioning, adjusting, altering, servicing and handling, unloading, distributing, reloading, tying-on, and hoisting of all piping materials, appurtenances and equipment, by any method, including all hangers and supports of every description and all other work included in the trade jurisdictional claims of the United Association.

The above shall be effective on all plumbing and pipefitting work performed in the construction, modification or repair of any facility by the Employer, in all places in the jurisdiction of Local 441.

The above jurisdictional description shall include but not be limited to the following:

1. All piping for plumbing, water, waste, floor drains, drain grates, supply, leader, soil pipes, grease traps, sewage and vent lines.
2. All piping for water filters, water softeners, water meters and the setting of it.
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 building, including water meters and water meter foundations.
5. All water mains from whatever source, including branches and fire hydrants, etc.
6. All down spouts and drainage areas, soil pipe, catch basins, drains, storm water sewers, septic tanks, cesspools, water storage tanks, etc.
7. All liquid soap piping, liquid soap tanks, soap valves and equipment in bath and washrooms, shower stalls, etc.
8. All bathroom, toilet room and shower room accessories, i.e., as towel racks, paper holders, glass shelves, hooks, cabinets, etc.
9. All lawn sprinkler work, including piping, fitting and lawn sprinkler heads.
10. All sheet lead lining for x-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all-purpose and for roof flashings in connection with pipefitting industry.
11. All fire standpipe, 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 hydraulic, vacuum, pneumatic, air, water, steam, oil or gas used in connection with railway cars, railway motorcars and railway locomotives.
15. All marine piping and all piping used in connection with shipbuilding and shipyards.
16. All power plant piping of every description.
17. The handling, assembling and erection of all super heaters regardless of the mode or method of making joints, hangers and erection of same.
18. All internal and external piping on boilers, heaters, tanks and evaporator, water legs, water backs, water grates, boiler compound equipment, etc.
19. All soot blowers and soot collecting systems.
20. The setting, erecting and piping for all smoke consuming and smoke washing and regulating devices.
21. 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.
22. The setting and erecting of all boiler feed water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers and all piping for same in power houses, distributing and boosting stations, refrigerators, bottling, distilling and brewing plants, heating, ventilating and air conditioning systems.
23. All piping for artificial gases, natural gases and holders for same, chemicals, minerals and by-products and refining of same, for any and all purposes.
24. The setting and erecting of all underfeed stokers, fuel burners and piping, and all accessories and parts of the burners and stokers, etc.
25. All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.
26. The setting and erection all oil heaters, oil coolers and storage and distribution tanks, transfer pumps and mixing devices and piping thereto of every description.
27. The setting, erecting and piping of all cooling units, pumps, reclaiming systems and appurtenances in connection with transformers and piping to switches of every description.
28. All fire extinguishing systems, and piping and control tubing.

29. All piping for sterilizing, chemical treatment deodorizing and all cleaning systems of every description, and laundries for all purposes.
30. All piping for oil or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.
31. All piping for power of heating purposes, either by water, air, steam, gas, oil, chemicals or any other method.
32. All piping, setting and hanging of all units and fixtures for air conditioning, cooling, heating, roof cooling, refrigeration, ice making, humidifying, dehumidifying, dehydrating, by any method, and the charging and testing and servicing of all work after completion.
33. All pneumatic tube work and all piping for carrying systems by vacuum, compressed air, steam, water or any other method.
34. 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.
35. All piping in connection with central distributing filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorination treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins and aeration basins.
36. All process piping for refining, manufacturing, industrial and shipping purposes of every character and description.
37. All air piping of every description.
38. All temporary piping of every description in connection with building and construction work, excavating and underground construction.
39. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduits and boxes, used in connection with the pipefitting industry.
40. The handling and setting of boilers, setting of fronts, setting of soot blowers and attaching of all boiler trimmings.
41. All pipe transportation lines for gas, oil, gasoline fluids and liquids, water aqueducts and water lines and booster stations of every description.
42. All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints or any other mode or method of making joints in connection with the pipefitting industry.
43. Laying out, cutting, bending and fabrication of all pipe work of every description by whatever mode or method.

44. All methods of stress relieving of all pipe joints by every mode or method.
45. The assembling and erection of tanks used for mechanical manufacturing or industrial purposes, to be assembled with bolts, packed or welded joints.
46. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipefitting industry.
47. The operation, maintenance, repairing, servicing and dismantling of all work installed by journeymen members of the United Association.
48. All piping for cataracts, cascades (i.e., artificial water falls), make-up water fountains, captured water, water towers, cooling towers and spray ponds used for industrial manufacturing, commercial or for any other purposes.
49. Piping herein specified means pipe made from metals, tiles, glass, rubber, plastic, wood, or any other kind of materials or products manufactured into pipe, usable in the pipefitting industry, regardless of size or shape.
50. The fabricating, handling, erecting, adjusting and servicing of all heating and/or cooling devices and their accessories, such as covers, cabinet, cases, shields, pneumatic dampers, grills, etc.
51. The handling, erecting, setting, aligning and leveling of all pumps, compressors, vacuum devices, etc., regardless of size, H.P. or mode or method of power delivered to same. This includes turbines if delivered assembled.
52. The handling, erecting, setting, leveling and piping of all kitchen and/or cafeteria equipment, such as sinks, lavatories, scrub sinks, cooking vats, stoves, ranges, refrigerators, etc.
53. The handling, setting and leveling of all slush gates.
54. The fabrication, erecting and handling of all pipe supports, stanchions, hangers, braces, guides, etc., where used in conjunction with plumbing, heating, refrigeration or air conditioning materials and/or equipment.
55. The fabrication and installation of all vent-flue piping of ten-gauge and heavier. This includes all venting systems where forced draft is used.
56. The unloading, uncrating, assembly and setting of all air conditioning and/or heating units, regardless of make, size, tonnage, B.T.U. capacity, etc. This includes units that are shipped separate of coils, compressors, burners, controls, blowers, fans, condensers, pumps, etc.
57. The fabrication and installation of all flashings when used in conjunction with United Association material or equipment.

58. The handling, assembling and erecting of all coils, regardless of size, shape or method of making joints, hangers or erection.
59. Assembling and erecting of all cooling towers for air conditioning and refrigeration equipment, regardless of wood, metal, glass or any other prefabricated material.
- a. Where plumbing, heating, refrigeration or air conditioning materials and/or equipment used by the employer is unloaded from railroad cars or trucks, this shall be assigned to and performed by employees, as shown herein, whether or not the work is performed by use of power or hand equipment, it being understood that the operation of the power equipment controls shall be performed by the craft entitled thereto.
  - b. If trucks are used in the unloading of plumbing, heating, refrigeration or air conditioning material and/or equipment from railroad cars for the purpose of carrying said materials to a job stockroom or a job stockpile, employees hereunder shall perform such unloading from the railroad car to the truck or to the ground whether or not the work is performed by use of power or hand equipment, it being understood that the operation of the power equipment controls shall be performed by the craft entitled thereto. Loading and unloading of plumbing, heating, refrigeration or air conditioning materials and/or equipment on and off trucks used to deliver such materials from a job stockroom, fabricating shop or job stockpile to the approximate point of use in installation is to be assigned and performed by employees hereunder.
  - c. Any work not covered or described in the Agreement, but traditionally or normally done by employees covered by this Agreement, shall continue to be assigned to the employees as if actually set forth in this Agreement.
60. All lines either heat, water, steam refrigerant, pre-charged refrigeration, gas vacuums or drains inside the perimeter of a building or foundation shall be installed by a U.A. Journeyman. This shall include interior footing drains.
61. The adjusting, calibration and balancing of all hydronic heating and cooling environmental systems.
62. Due to current economic conditions, cutting and chasing which does not affect the structure may be done by others on repair; remodel or renovation work only, provided the layout of such work is done by journeymen plumbers or pipefitters.

In recognition of the above work jurisdictional claims, it is understood that the assignment of work and the settlement of jurisdictional disputes with other organizations affiliated with the Building and Construction Trades Department of the AFL-CIO shall be adjusted in accordance with the procedural rules and regulations established by the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry or any successor Plan.

There shall be no work stoppage because of jurisdictional disputes.

**ARTICLE III**  
**Residential Scope of Work**

This Agreement shall apply to all work relating to the installation, dismantling, maintenance, repair, adjustment and correction of all heating, ventilating, air-conditioning (HVAC), plumbing and fire protection fixtures, equipment and systems, including but not limited to, the unloading, handling by hand, power equipment and installation of all piping or tubing, appurtenances and equipment pertaining thereto but only when performed on the following structures:

1. One or two family dwellings;
2. All multiple family dwelling units which are permitted to have a single exterior up to and including four stories; and
3. Townhouses, condominiums or similar structures with units stacked vertically up to and including four stories.
4. Unit only motels which are those that do not include a full service restaurant, bar or convention center. As an example of a motel covered by the above, a Super 8 motel.

This Agreement shall also include any and all residential work or work of similar nature, within the jurisdiction of the United Association, as mutually agreed by the parties.

**ARTICLE IV**  
**Union Security and Dues Check-Off**

Either party to this agreement shall have the right to reopen the negotiations pertaining to Union security if and when the laws applicable thereto have been changed by giving the other party thirty (30) days written notice.

The Employer agrees to deduct from the wages of bargaining unit employees and to remit to the Union by the 15<sup>th</sup> day of the following month membership dues and assessments, as may be specified by the Union from time to time, pursuant to a valid check-off authorization voluntarily executed by the affected employee.

**ARTICLE V**  
**Union Representation and Access to Jobs**

Authorized representatives of the Union shall have access to jobs where employees covered by this agreement are employed providing they do not unnecessarily interfere with the employees or cause them to neglect their work, and further provided such Union representative complies with customer rules, including rules which may restrict or deny the Union Representative(s) access to customer's property. If the customer has and adheres to such a rule, the Union Representative may request that any individual employee or employees be made available for conference with the Union Representative without loss of pay.

The Union agrees to notify the Employer as to who shall serve as Steward. The first Journeyman on any job will be the Steward until replaced by the Business Manager. He or she shall, in

addition to their work as a Journeyman, be permitted to perform, during working hours, such Union duties as cannot be reasonably performed at other times. It is understood and agreed that the Steward's duties shall not include any matters relating to referral, hiring and termination or discipline of employees. The Employer shall notify the Union at least twenty-four (24) hours in advance of its intention to lay off a Steward. Stewards appointed by the Union on projects with twenty (20) or more employees shall not be terminated or laid off for the duration of the project without the mutual consent of the Local 441 Business Manager until the number of employees is reduced to five (5) or less, provided the Steward is qualified to perform the remaining work to be performed on the project.

The Employer shall not discriminate against the Steward, nor permit its supervision to discriminate against the Steward. When four (4) or more Journeymen and Apprentices are working overtime, the Steward shall be included.

A representative of the Union may be accompanied by the Steward whenever he or she wishes to bring any dispute(s) to the attention of the proper representatives of the Employer or wishes to hold any discussion concerning interpretation of this Agreement. Steward shall be notified of all layoffs and will be allowed to relay notifications to Hall.

## **ARTICLE VI Management Rights**

Subject to the limitations set forth in this Agreement, the Employer shall have the right to plan, direct and control the operation of all its work; hire employees and supervision and determine crew size and the number of employees to safely perform the work; direct the working forces; assign employees and supervision to their jobs; discharge, suspend or discipline, transfer, promote or demote employees and supervision in line with this Agreement; lay off employees and supervision because of lack of work or for other legitimate reasons without regard to any layoff priority rules; require employees and supervision to observe the Employer's reasonable rules and regulations not inconsistent with this Agreement; establish, eliminate, change or introduce new or improved methods, machinery, or quality standards; provided, however, that the Employer will not use these rights for the purpose of unlawful discrimination against any employee. The Employer will be the sole judge of competency of all employees covered by this Agreement.

## **ARTICLE VII Referral of Employees**

The Union shall be the exclusive source of applicants for employment. The Employer shall be the sole judge of the number of employees required and shall retain the right to select or reject, at its sole discretion, any applicant referred by the Union and to request specific individuals for employment. To the extent possible, the Union agrees to refer to the Employer any specific individuals requested by name or by skill.

The Employer shall notify the local union and be afforded a reasonable opportunity to refer competent and skilled journeymen and apprentice applicants for employment. If, upon request, Local 441 is unable within forty-eight (48) hours (Saturday, Sunday and holidays excluded) to

supply sufficient journeymen, including journeymen with special skills, the Employer may secure journeymen from any other source.

The selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on or in any way affected by Union membership, bylaws, rules, regulations or constitutional provisions, or by any other aspect or obligation of Union membership, policy or requirement.

Journeymen with special skills shall also perform any work covered by this agreement to which they may be assigned.

## **ARTICLE VIII**

### **Pre-Apprentice**

A pre-apprentice shall be an individual who will assist a journeyman in the trade to perform any work covered by this Agreement. Before employment, the pre-apprentice shall complete an application, to be filled out and kept on file in the Local Union's Office and subsequently referred by the Business Manager to the employer.

A pre-apprentice may remain in this classification no longer than it takes him or her to make application to become a Building Trades Apprentice. If, after going through the application and interview process to become an apprentice, the applicant is unsuccessful, his or her employment may be extended, not to exceed one (1) year. This extension must be requested in writing by the Contractor to the Business Manager of the Local Union. Pre-Apprentice shall work under the direct supervision of a journeyman at all times.

The ratio of pre-apprentices shall be one (1) to every four (4) journeymen and/or apprentice employed by the Contractor. To assist in market recovery, additional pre-apprentices may be requested from the Business Manager on a job by job basis, with the understanding that all signatory contractors will be given the same consideration on that job.

A pre-apprentice shall be paid no less than 30% of journeyman base wages as set forth in Zone I or Zone II Appendix A or Appendix B, but not more than a first year apprentice's total wage and benefit package. The employer shall contribute ten cents (\$0.10) per hour into the Local 441 Education Fund for each pre-apprentice employed.

Pre-Apprentices shall not be hired if any 1st or 2nd year Building Trades Apprentices are available and on the out-of-work list. The foregoing sentence shall not require Employers to terminate the employment of any pre-apprentice as a result of the termination of employment of 1st or 2nd year Building Trades Apprentices employed by other Signatory Employers. If the Employer is employing a pre-apprentice, no 1st or 2nd year apprentice shall be laid off without the mutual consent of the Local 441 Business Manager. The Employer retains the right to hire and discharge pre-apprentices.

Upon termination of a pre-apprentice, the contractor must notify the Business Manager within 24 hours.



**ARTICLE IX**  
**Territorial Jurisdiction, Minimum Wages, and Conditions**

Territorial Jurisdiction: All questions relating to the geographic and trade jurisdiction of Local 441 shall be decided by the United Association.

Employees are to be paid once a week, at the end of their regular shift, within 3 days of the end of their regular payroll period, Weekends and Holidays excluded, whether working in a shop, Employer's yard or in the field. Except for causes beyond the control of the Employer, employees not receiving their proper wages of pay on payday shall be entitled to four (4) hours of compensation at the proper straight time rate of pay for each twenty-four (24) hour waiting period or portion thereof. When employees are laid off or discharged they must be paid wages due except when termination occurs outside regular working hours, he shall then be paid by noon of the following work day. Employees and Union Hall shall be furnished with an approved Termination Slip at the time of lay off or discharge. This is to be strictly enforced. Any employee leaving the job without having been requested to do so by his employer shall receive his pay on the following regular payday. Employees are to be paid by negotiable payroll check, automatic deposit, or electronic pay card. Travelers and employees that do not have depositable accounts will continue to be paid by negotiable payroll checks or electronic pay card. When employees are laid off or discharged, they will immediately be paid all wages due by negotiable payroll check. Each Employer shall furnish employees with each pay period, a pay stub or record showing number of hours worked, number of overtime hours, rate of pay, deductions for F.I.C.A, and all other payroll deductions. Employers choosing to use negotiable payroll checks in remote locations shall make arrangements with a check cashing facility for employee check cashing privileges. Any check cashing service fees charged to the employee by the check cashing facility set up by the Employer and check cashing service fees charged prior to the check cashing facility being set up, will be reimbursed by the Employer provided employee submits an original receipt. Payroll checks mailed to jobsites must use overnighted service. When an employee is required to undergo orientation, testing, or training as part of pre-hire, the Employer is required to compensate the employee appropriate wages and benefits for actual time the employee is required to report for orientation, testing, or training until completed.

**ARTICLE X**  
**Service and Repair**

Service and repair within the terms of this agreement shall mean maintaining operating units that must be kept running and the work required to restore by replacement of parts or by revamp of parts in existing facilities to an efficient operating condition. Service and repair does not include new construction, expansion of or additions to existing facilities or mechanical systems. Service and repair does include new construction startup and repair of new systems during warranty period after initial startup.

Employees referred to jobs shall report to a location designated by the Employer. When requested to stay away from home overnight, the Employee shall be reimbursed for meals and lodging at reasonable rates which, when not previously established, will be substantiated by receipts. The Employer shall provide Employees with a company vehicle when necessary in the performance of their duties.

All Employees who drive company vehicles will be required to maintain a valid driver's license and maintain a safe driving record, consistent with the Employer's safety program and insurance

requirements, as a condition of continued employment. The Employer shall have the right to check the validity of such driver's license and driving record at their discretion in accordance with the Employer's policies.

All travel time, in excess of reasonable commuting time, before and after an Employee's normal work hours shall be paid for at straight time, and such travel shall not be considered hours worked and the pay therefore shall not be considered as pay for hours worked.

Reasonable commuting time shall be that time required for Employees to travel to and from job assignments within a fifty (50) mile radius of their established residence (normally the Employer's local office or a designated point to which the Employee is permanently assigned).

When on call for service work, the employee shall receive two (2) hours straight time pay for each day on call Saturdays, Sundays, and Holidays plus an additional two (2) hours when required to be on call Monday through Friday after normal work hours. If called out the two (2) hours on call pay is to be considered a guaranteed minimum and will not be paid in addition to actual hours worked. Normal work hours Monday through Friday shall not be counted toward two (2) hour on call pay. On call pay not to exceed six (6) hours per calendar week or Employer pay period.

If, due to inclement weather and for service work only, a Service Employee is prevented from working the normal work week as stated in Article XVI, employees may work Saturday as a "makeup day", at the regular rate of pay, if the employer and the affected employees mutually agree. There shall be no reprisals or disciplinary action taken against any employee that refuses to work Saturday as a makeup day.

Any conditions that are necessary to address special requirements of a particular job, project, customer or location, including wages, fringes and job classifications, shall be subject to mutual agreement between the Employer and the Business Manager and set forth in writing in Appendix C "Special Conditions" applicable to the particular job, project, customer or location.

When Local 441 extends a Special Conditions Addendum covering a particular job, project, customer or location, other similarly situated signatory employers will be given the same terms, upon request, when dealing with the particular job, project, customer or location.

## **ARTICLE XI**

### **A. Trust Funds**

The following trusts dated as outlined below or their successors by and between the Employers and Local Union No. 441 are included in their entirety for the duration of this agreement.

Plumbing and Pipefitting Industry Health and Welfare Fund of Kansas - March 1965 and as amended.

Local 441 Plumbers and Pipefitters Retirement Plan - March 1964 and as amended.

Plumbers & Pipefitters National Pension Fund-March 1970 and as amended.

Plumbing and Pipefitting Industry Retirement Plan of Kansas – May 1, 1980 and as amended.

Training Fund - January 1956 and as amended.

The International Training Fund.

All of the above named trusts shall be administered in accordance with Declaration of Trust Agreements and are a part of this agreement. If the Employer fails to make contributions to said trust on or before the fifteenth (15) day of the month following the month in which contributions were accumulated, the union shall have the right to take whatever steps are necessary to secure compliance with this agreement.

The Employer's liability for payment hereunder shall not be subject to the Grievance Procedure as provided under this agreement.

Contributions under this agreement shall be payable on or before the fifteenth (15) day of the month following the month in which contributions were accumulated. If the contributions are not paid by the time outlined above, the Union shall be free to picket, strike or take other action against such Employer, provided five (5) days prior written notice is thereafter given to the Employer.

### **B. National Pension Trust Fund**

The undersigned Employer and Union represent that one of the trust agreements between the said parties regarding pensions or retirement for employees covered by the Collective Bargaining Agreement between the parties is as follows:

Commencing with the 16th day of March, 1970, and for the duration of the current collective Bargaining Agreement between the said parties, and any renewals or extensions thereof, the Employer agrees to make payments to the Plumbers and Pipefitters National Pension Fund for each employee covered by the said Collective Bargaining Agreement, as follows:

For each hour or portion thereof for which an employee receives pay, the Employer shall make a contribution of the amount called out in Zone I or Zone II Appendix A or Appendix B of the Collective Bargaining Agreement (Each overtime hour shall be counted as one regular hour for which contributions are payable.)

For purposes of this Article, each hour paid for, including hours attributable to show up time and other hours for which pay is received by the employee in accordance with the Collective Bargaining Agreement, shall be counted as hours for which contributions are payable.

Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by the Collective Bargaining Agreement. This includes, but is not limited to, Apprentices.

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 Trusts, 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 signed by the Employer in the place provided at the end of such Agreement. Any Employer so adopting and becoming a party to this 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 hereof.

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.

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 Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Fund.

If a Employer fails to make contributions to the Pension Fund within fifteen (15) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorneys' fees and such late payment fees which may be assessed by the Trustees. The Employer's liability for payment hereunder shall not be subject to the grievance procedure provided under the Collective Bargaining Agreement. The parties agree that this Participation Agreement shall be considered a part of the Collective Bargaining Agreement between the undersigned parties.

#### **ALL ZONES**

The expiration date of the present Collective Bargaining Agreement between the undersigned parties is May 31, 2023. Copies of the Collective Bargaining Agreement 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.

#### **ALL ZONES**

- C. The Plumbing and Pipefitting Industry Health & Welfare Trust Fund of Kansas  
The Local 441 Plumbers And Pipefitters Retirement Trust Plan  
The Plumbing and Pipefitting Industry Retirement Plan of Kansas**

Each Employer shall make contributions to the Plumbing and Pipefitting Industry Health and Welfare Fund of Kansas, the Local 441 Plumbers and Pipefitters Retirement Plan and the Plumbing and Pipefitting Industry Retirement Plan of Kansas or their successors for and on behalf of its Employees covered under this Agreement at the rates described in Zone I or Zone II Appendix A or Appendix B of the Collective Bargaining Agreement.

Employees for whom contributions are not required to be made by this Agreement to a Fund described above shall not be eligible to participate in the Fund. For purposes of this Article, the term "Employee" does not include an employee who owns an interest in his employer unless the employee works with the tools of the trade for at least half of the hours for which he is paid or entitled to payment by his employer. Notwithstanding the foregoing, no contributions to the Local 441 Plumbers and Pipefitters Retirement Plan, nor the Plumbing and Pipefitting Industry Retirement Plan of Kansas shall be required for an employee who owns a significant interest in his employer.

Each Employer shall make the contributions set out in Zone I or Zone II Appendix A or Appendix B for each hour, or portion thereof, for which an Employee for whom contributions are required to be made 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.

The payments to the Health & Welfare Fund required above shall be made to the "Plumbing and Pipefitting Industry Health and Welfare Fund of Kansas" which was established under an Agreement and Declaration of Trust, dated September 7, 1965. The payments to the Local 441 Retirement Plan required above shall be made to the "Local 441 Plumbers and Pipefitters Retirement Plan," which was established under an Agreement and Declaration of Trust, dated March 4, 1964. The payments to the Plumbing and Pipefitting Industry Retirement Plan of Kansas required above shall be made to "Plumbing and Pipefitting Industry Retirement Plan of Kansas," which was established under an agreement and declaration of trust, dated May 1, 1980.

Each Employer and the Union hereby accept as Trustees the present Trustees of the Funds and all succeeding Trustees as shall be appointed in the future pursuant to the terms of the Funds' respective Trust Agreements. The Union and Employer agree to be bound by, and hereby assent to, all of the terms of the Plans (as amended from time to time), the Trust Agreements creating the Plans (as amended from time to time), all of the rules and regulations heretofore and hereafter adopted by the Trustees of the Funds, and all of the actions taken by the Trustees in administering the Plans and Funds.

The nature, type and extent of the benefits provided by the Plans shall be as determined by the Trustees in their sole discretion and in accordance with applicable law. The Trustees reserve the right to make any changes in benefits, the changes made for coverage, or both, as they may in their discretion require. However, the preceding sentence shall not be construed to impose any contribution obligation on the Employer in excess of the obligation described in Zone I or Zone II Appendix A or Appendix B. The overall administration of the Plans is the sole exclusive function and responsibility of the Trustees.

It is agreed that the Retirement and Health & Welfare Plans adopted by the respective Trustees of the Retirement and Health & Welfare Plans described above shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employers at all times to treat contributions to the Funds as a deduction for income tax purposes. The Employers agree to notify the plan administrator of the Plumbing and Pipefitting Industry Retirement Plan of Kansas, in writing, if it appears that any employee's annual compensation will exceed \$85,000.

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 Employers to determine whether the correct amount of contributions have been made and to determine whether contributions have been made and to determine whether contributions have been made on behalf of all Employees covered by the Plans. If an Employer fails to make contributions to the Retirement Plans, or the Health & Welfare Fund within 15 days of the end of the month during which the work was performed, the Union and/or the Trustees 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 the cost of any payroll audit that determines the payments due, attorneys' fees, interest on the unpaid contributions of 12% per annum, and such liquidated

damages as may be assessed by the Trustees. The Employer's liability for payment hereunder shall not be subject to the grievance procedure provided under the Collective Bargaining Agreement.

#### **D. Payments To Benefit Plans**

The payment of all fringe benefits and employee deductions as specified in Zone I or Zone II Appendix A or Appendix B shall be paid to the Bank named by the Trustees. In addition to the contributions required by Zone I or Zone II Appendix A or Appendix B, individual employees working under the collective bargaining agreement shall have the option of voluntarily designating deferred compensation contributions to the Plumbing and Pipefitting Industry Retirement Plan of Kansas. Payment shall include the employer's contribution and the employees deferred compensation (if any). The Union shall provide each employee with a deferred compensation election form.

The Union shall present each contributing employer with an executed copy of the election form or by other written means convey the employees decision to make or change the amount of his or her deferred compensation contributions to the plan. The employees' election shall remain in effect for the period specified in the plan document. Employees may reduce their deferred compensation to \$0.00 at any time during the period specified in the plan document. If an employee elects to reduce his or her deferred compensation to 0.00, such employee will be ineligible to make self contributions for the period specified in the plan document. The Employer shall withhold, as designated by the employee, \$0.00, \$0.40, \$0.80, \$1.20, \$2.00, \$3.00, or \$5.00 per hour worked.

Contributions on behalf of 1st year probationary apprentices shall be limited to the employer contribution only if employer contributions are required by the appropriate Zone Appendix. Employers subject to this Agreement shall furnish a bond or irrevocable "Letter of Credit" from a financial institution or other means of guaranteeing payments acceptable to the Benefit Plans and the Local Union in an amount consistent with the bonding requirements stated herein, naming the Health & Welfare Fund of Kansas, the L.U. 441 Plumbers and Pipefitters Retirement Plan, the Plumbing and Pipefitting Industry Retirement Plan of Kansas, the Plumbers and Pipefitters National Pension Fund, the Joint Apprenticeship Fund, the International Training Fund, Industry Development Fund, Local Union 441 PAC, and Local Union 441 Working Assessments, as obligee. The bond shall insure payment to the above-mentioned funds and/or earnings of individual employees covered by the terms of this Agreement in case of any failure to make such payments as set forth in this Agreement.

#### **Schedule on the bonding requirements as follows:**

0 to 2 employees	\$ 10,000 Bond
3 to 15 employees	\$ 60,000 Bond
16 and over	\$120,000 Bond

The bond of each Employer shall be furnished to the Union, a copy will be furnished to the Fund Office and a copy shall be filed with the appropriate Employer Association.

#### **ZONE IA**

The Bond will be written on a form provided by the Union and approved by Local Union 441, the Association of Mechanical and Sheet Metal Contractors of Kansas, Inc., the Mechanical Service Contractors of America and the The Association of Mechanical and Sheet Metal

Contractors of Kansas Zone I A or any successors. Bonds shall be furnished to execution of this Agreement.

**ZONE IB**

The Bond will be written on a form provided by the Union and approved by Local Union 441, the Association of Mechanical and Sheet Metal Contractors of Kansas, Inc., the Mechanical Service Contractors of America and the Zone I Appendix B Contractors or any successors. Bonds shall be furnished to execution of this Agreement.

**ZONE IIA**

The Bond will be written on a form provided by the Union and approved by Local Union 441, the Association of Mechanical and Sheet Metal Contractors of Kansas, Inc., the Mechanical Service Contractors of America and the Mechanical Contractors Association of Kansas Zone II A or any successors. Bonds shall be furnished to execution of this Agreement.

**ZONE IIB**

The Bond will be written on a form provided by the Union and approved by Local Union 441, the Association of Mechanical and Sheet Metal Contractors of Kansas, Inc., the Mechanical Service Contractors of America and the Mechanical Contractors Association of Kansas Zone II B or any successors. Bonds shall be furnished to execution of this Agreement.

**ALL ZONES**

**E. Payment by Employers**

Failure by a Employer to pay wages as stated herein, or failure to pay when due the other required payments stated herein shall constitute a breach of this Agreement, and the Union shall have all the rights afforded to it by law for such breach of this Agreement, including picketing and refusing to work, in addition to, and in no way limited by, the grievance procedures set forth in Article XXI herein, and it shall not be necessary for the Union to use the grievance procedure before resorting to legal or economic action.

The Employer herein agrees to conform with the trust agreements and the administrative rules now in effect or hereafter promulgated by the Trustees of the various benefit and other funds as fully as if specifically set forth herein, and the same are hereby incorporated by reference and made part of this Agreement. The said trust agreements and rules shall be available for inspection during business hours by all Employers and the Union at the offices of the Trustees of said funds. The Employers subject to this Agreement shall report and pay to the designated office of the benefit funds all contributions required under this Agreement on a periodic basis as determined by said Trustees.

In the event of default by any Employer in making said contributions and payments, the Trustees or the Union involved, acting on behalf of the union members or beneficiaries of the funds, may take any legal action against such defaulting Employer and/or Employers as they, in their sole discretion may determine, in order to effect collection of the amounts of wages or other payment which are in default. The Employer agrees to pay interest at the rate of 12% per annum on any wages or other payments in default, plus all actual collection costs, including reasonable attorneys' fees incurred in the collection thereof. This provision is in addition to such rights as the Union may have under law for breach of this Agreement, including but not limited to, picketing and refusing to work. Said contributions and payments, for the purposes of

enforcement of collection of the same against any delinquent Employer, shall be regarded as unpaid wages, and entitled to the same penalties and priorities as unpaid wages.

Each Employer shall remain liable and subject to all the provisions of this agreement as to any employee within the bargaining unit which he may now have or whom he may hereafter employ, whether such employment be under his present firm name or under any new firm name which he may use throughout the term of this agreement.

## **ARTICLE XII**

### **Journeyman and Apprenticeship**

#### **A. Training Program**

In recognition of the importance of providing a program of apprenticeship training, the Contractor's Association and Local Union 441 agree that an apprenticeship training program be maintained.

The planning, organization and administration of the program shall be the responsibility of the Joint Apprenticeship Committee, hereinafter referred to as the JAC, shall consist of equal numbers of members appointed by the Employers and by the Local. The JAC shall establish its own procedure to carry out the intent and purpose of this Article of this contract, and the conditions covered in this contract shall become part of the JAC procedures.

The Apprenticeship Program as developed and established by the Association of Mechanical and Sheet Metal Employers of Kansas, Inc., the Mechanical Service Contractors of America and the The Association of Mechanical and Sheet Metal Contractors of Kansas Zone IA, Zone I Appendix B Contractors, Mechanical Contractors Association of Kansas Zone IIA, and Mechanical Contractors Association of Kansas Zone IIB or any successors, and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry Local Union 441, in cooperation with the Bureau of Apprenticeship, U.S. Department of Labor, and registered and approved by the Kansas State Apprenticeship Council, Labor Department, Topeka, Kansas, is incorporated herein and shall continue in effect for the duration of this Agreement as long as it does not conflict with this Agreement.

The Employer shall be required by the JAC to see that all apprentices in his employ comply with all requirements of the JAC procedure as long as the apprentice is on his payroll.

All apprentices brought into the program must meet the requirements of the JAC registered standard. The JAC shall select applicants for apprenticeship training and such selection shall be on a nondiscriminatory basis and in accordance with the Civil Rights Act of 1964. The Local Union shall be advised of all prospective apprentices approved by the JAC.

The Employer agrees that, except as herein provided in this Article, selection of apprentices shall be by the Joint Apprenticeship Committee and the number of new apprentices and placement of said apprentices shall be by the Business Manager of Local Union 441. Out-of-work apprentices shall be placed on an Apprentice out-of-work list at the Union Office. Apprentices shall not go to work until they receive a referral from the Business Manager of Local Union 441. Each shop may employ one apprentice if one or more journeyman is employed steadily; thereafter apprentices may be employed at a ratio of one to each two journeymen.



The Union may furnish apprentices to National Agreement Contractors not signatory to this Agreement when apprentices are available.

The training program will be funded by Employer contributions per the applicable amounts or percentage based on Journeyman rate as specified for Zones I or II in the appropriate Appendix A or B. Increases in training fund contribution amounts will not result in an increase to the established Journeyman total package rate. Failure to pay such contributions as they become due will constitute a material breach of this Agreement as to which the Union will have recourse to all remedies as set forth in Article XI Section E above.

The Employer shall make available to the Joint Apprenticeship Committee any and all records of the covered employees that such Committee may require in connection with sound and efficient operation of the Journeyman and Apprentice Training Program.

If an apprentice has been dropped from the training program by the Joint Apprenticeship Committee, Article XV, Handling of Grievances, shall not be applicable.

### **B. International Training Fund**

The Employer and the Union do hereby agree to contribute to the International Training Fund for manpower development, the training of apprentices and journeymen, as well as research and technological studies in connection with manpower development or training or both. In addition to the Employer's obligation to contribute to a local apprenticeship or training fund, as provided in Zone I or Zone II Appendix A or Appendix B of this agreement, the Employer hereby agrees to pay and contribute to the International Training Fund the sum of ten cents (\$0.10) per hour for each hour of work performed by all employees covered by this Agreement in the employ of the Employer. The International Training Fund shall be controlled and administered by a Board of Trustees composed of an equal number of Employer and Union representatives. The Employer and the Union agree to continue the International Training Fund for the training of apprentices and journeymen and to be bound by all legally constituted trusts relating to the International Training Fund.

### **C. Continuing Journeyman Education**

The Union and the Employers agree to appoint a negotiating Subcommittee to establish a Continuing Journeyman Education Program. The Subcommittee will be comprised of a mutually agreed upon equal number of labor and management representatives.

## **ARTICLE XIII Political Action Check-Off**

The employer agrees to deduct the amount designated in Zone I Appendix A or B or Zone II Appendix A or B (or such other uniform amount upon notice from the Local Union) for each hour (compensated or worked), from the wages of those employees who so authorize the deduction of this amount as a political action contribution by signing a check-off authorization card. This amount shall be transmitted to the Local Union on a monthly basis and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each employee. These contributions are voluntary in nature and

will be transmitted by the Local Union to an affiliated Political Action Committee as authorized by the employees. The Union shall bear sole responsibility for transmitting said monies to the appropriate political committees. The parties have determined the cost incident to the Employer's administration of this particular payroll deduction to be de minimis; nevertheless, the parties have taken this matter into account in determining the total economic settlement package as represented by the terms and conditions of this collective-bargaining agreement. In the process, the Union has indirectly assumed responsibility for these administrative expenses, having made bargaining concessions commensurate with the estimated value of the administrative services.

## **ARTICLE XIV Work Rules**

The following work rules are applicable to all work covered by this agreement:

Layoffs shall be at the sole discretion of the Employer. There shall be no limit on the production of employees or restrictions on the full use of tools or equipment. There shall be no restrictions, other than may be required by safety regulations, on the number of employees assigned to any crew or to any service.

Tools and Equipment: The Employers are to furnish all necessary tools and equipment to make a complete Plumbing and/or Piping Installation. A rule or thirty (30) foot tape shall be provided to each employee. Replacement for normal wear and tear will be by the Employer. Replacement for neglect or loss will be the responsibility of the employee.

The selection and appointment of a General Foreman and other Foremen is solely the responsibility of the Employer. The Employer agrees that when four (4) employees are employed on a project; one of the four (4) will be a Foreman. Additional Foreman are required as illustrated below. After three (3) Foremen are employed on a project, the Employer agrees the 4<sup>th</sup> will be an Area Foreman. After three (3) Foremen and one (1) Area Foreman are employed, the Employer agrees that the 5<sup>th</sup> shall be a General Foreman. This ratio shall be continued.

**Bold #** indicates when additional Foreman is required: **ZONE 1 (Wichita, Frontenac)**

1, 2, 3, **4**, 5, 6, 7, 8, 9, **10**, 11, 12, 13, 14, 15, 16, 17, 18, **19**, 20, 21, 22, 23, 24, 25, 26, 27, **28**, 29, 30, 31, 32, 33, 34, 35, 36, **37**, 38, 39, 40.....

**Bold #** indicates when additional Foreman is required: **ZONE 2 (Lawrence, Topeka)**

1, 2, 3, **4**, 5, 6, 7, 8, 9, 10, 11, **12**, 13, 14, 15, 16, 17, 18, 19, **20**, 21, 22, 23, 24, 25, 26, 27, **28**, 29, 30, 31, 32, 33, 34, 35, **36**, 37, 38, 39, 40.....

Foreman may perform Journeymen's duties, if no more than seven (7) persons are under the Foreman's supervision in the crew. Non-working Foreman may perform layout and handling of tools and materials.

## **ARTICLE XV Hours of Work, Overtime, Shifts, and Holidays**

On single shift operations, eight (8) hours shall constitute a day's work. The regular work day shall begin at 8:00 a.m. and end at 4:30 p.m., Monday through Friday, with a one-half (1/2) hour

unpaid lunch break between the fourth and fifth hour or as mutually agreed by the parties. Since efficiency and economy are of prime concern to the parties, the Employer, at its discretion, may begin the regular day shift at any time between 6:00 a.m. and 9:00 a.m. Once the regular day shift is established, additional changes shall be by mutual consent of the parties. Employees shall be at their posts prepared to start work at the regular starting time. Employers will grant sufficient time for pick-up, clean-up, and busing or riding time, as required, insuring employees are in parking lot by quitting time. Employees shall be granted a ten (10) minute break at the midway point of the first half of their shift and a ten (10) minute break at the midway point of the second half of their shift.

Food or time to procure food shall be provided for Journeymen and Apprentices who are required to work over six (6) consecutive hours.

All time worked before and after the established work day of eight (8) hours, Monday through Friday and on Saturdays, shall be paid at one and one-half (1½) times the basic straight time hourly rate. All work commencing with the beginning of the established work day on Sundays and/or holidays shall be paid at double time.

When multiple shifts are required, the first shift shall work eight (8) hours at the regular straight-time rate. The second shift shall work eight (8) hours at the employees' regular straight-time hourly rate plus \$2.00 per hour. The third shift shall work eight (8) hours at the employee's regular straight-time hourly rate plus \$2.25 per hour. A thirty (30) minute lunch period shall be between the fourth and fifth hour or as mutually agreed upon by the Job Superintendent and the Union Representative and shall not be considered as time worked.

Time worked in excess of eight (8) hours on the second shift and eight (8) hours on the third shift shall be paid at the appropriate overtime rate. In computing overtime pay on shift work, the overtime rate of pay calculation shall be inclusive of shift differentials.

By mutual consent of the Employer and the Union, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job, which shall then become the standard work day for affected employees on that job. When single shifts are worked outside the standard work day, such shifts shall be treated as second (2<sup>nd</sup>) or third (3<sup>rd</sup>) shifts, based on whichever time frame the majority of straight-time hours fall in.

### **Twelve Hour Shifts**

When working two (2) twelve (12) hour shifts, the first shift will work eleven and one-half hours (11½) for eleven and one-half hours (11½) pay. A thirty (30) minute unpaid lunch period will be scheduled after six (6) hours worked.

The second shift will work eleven and one-half (11½) hours for eleven and one-half (11½) hours pay, plus \$2.00 per hour shift differential. A thirty (30) minute unpaid lunch period will be scheduled after six (6) hours worked.

Overtime hours will be the first two (2) hours and the last two (2) hours of the twelve (12) hour shift.

Any work extending past the end of a shift will be compensated by overtime for actual time worked plus a thirty (30) minute paid meal period.

## **Four Ten Hour Shifts**

The Employer may establish a four (4) day, ten (10) hour shift exclusive of the thirty (30) minute unpaid lunch period at the straight time wage rate. The starting time shall be between 6:00 AM and 9:00 AM. Forty (40) hours per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, or a holiday or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make-up day at the straight time wage rate. If Friday is scheduled as a make-up day, a minimum of eight (8) hours will be scheduled and worked, weather permitting. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Starting time within the above parameters will be designated by the Employer; the Union will be advised of the starting time. Once the regular day shift is established, additional changes shall be by mutual consent of the parties.

The Employer may establish two (2), four (4) day, ten (10) hour shifts at the straight time wage rate Monday through Thursday. These shifts are exclusive of the thirty (30) minute lunch period. The day shift shall work four (4) days at ten (10) hours for ten (10) hours pay per day. The second shift shall work four (4) days at ten (10) hours for ten (10) hours pay plus the shift additive of \$2.00 per hour. In the event the job is down due to weather conditions, or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make-up day at the straight time wage rate. If Friday is scheduled as a make-up day, a minimum of eight (8) hours will be scheduled and worked, weather permitting. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week.

Employees who inform their Employer on Thursday that they do not wish to work a Friday make-up day will not be penalized.

When a four (4) day, ten (10) hour shift is established, an employee who is referred for employment whose work is scheduled for less than forty (40) hours of work (from the date of hire to date of termination), shall receive overtime pay for all hours worked in excess of eight (8) hours per day.

## **Holidays**

The following days shall be considered Holidays and work performed on these days shall be paid at overtime rates established in this Article:

### **ALL ZONES**

New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. In the event a holiday occurs on Sunday, the following Monday shall be observed as such holiday.

### **ZONES IB, IIA and IIB**

Christmas Eve. In the event a holiday occurs on Sunday, the following Monday shall be observed as such holiday.

**ARTICLE XVI**  
**Reporting Pay**

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 one day, he shall receive pay for actual hours worked.

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 conditions set forth in this paragraph occur on an overtime day or on shift work, the premium rate shall be paid. With the exception of inclement weather or other phenomenon of nature, if work is not available for reasons beyond the scope of the Employer's control, the Employer shall not be required to provide reporting pay.

**ARTICLE XVII**  
**Welding Tests**

The Employer is encouraged to participate in the UA welder certification program, which includes testing performed at an authorized UA welder test site involving standard UA WCP test procedures. (See Appendix D to this Agreement.) Local Union 441 agrees to exert its best efforts to furnish UA-certified welders when requested by the Employer.

**ARTICLE XVIII**  
**Subcontracting**

All subcontracting of work covered by this Agreement by an Employer at any tier at the site of construction, alteration or repair of a building, structure or other work, shall be limited to Employers signatory to this Agreement or an appropriate United Association National Agreement that provides a wage and benefit package at least equal to this Agreement.

The operation of pumps, air compressors and welding machines when used in conjunction with work covered by this Agreement shall be done by employees covered by this Agreement. The testing and balancing of all plumbing and pipefitting systems or component parts thereof shall be done by employees covered by this Agreement. However, when the Employer is by contract specifications to use an outside professional firm to complete the test, balance and adjustment work, the Employer shall not be in violation of this Agreement.

**ARTICLE XIX**  
**Workers' Compensation**

The Employer shall maintain workers' compensation insurance coverage providing benefits at least at the levels specified in the Kansas Workers' Compensation law for all bargaining unit employees, whether or not it would otherwise be subject to the Kansas Workers' Compensation law.

**ARTICLE XX**  
**Safety, Drug, and Alcohol Policy**

The employee shall cooperate with the Employer to keep the place of work in a safe, clean and sanitary condition. It is agreed by both parties that too great an emphasis cannot be laid upon the need for a safe working place. The Union and the Employer will undertake to promote in every way practicable the realization of the responsibility of the individual employee with regard to preventing accidents to himself or his fellow employees. Employers signatory to this Agreement shall provide safe working conditions under all circumstances. It shall not be a breach of contract, and employees shall not be discharged or otherwise disciplined for refusal to work if an Employer fails to provide safe working conditions.

The parties to this Agreement recognize the need to provide a drug-free and alcohol-free workplace. The parties shall comply with any substance abuse program, including testing, mandated by the owner or client as a condition of working on the job site so long as such programs comply with all applicable state and federal laws or government regulations relating to such programs. However, when an employee submits a specimen for a screen and the initial test indicates non-compliance, said employee shall be compensated for any time that his/her scheduled shift worked while waiting for the final/confirmed result indicating compliance provided:

- a. The employee provides documentation of legal prescription drugs being taken at the time of drug testing.
- b. The employee provides accurate contact information to the employer so he/she can be reached by the Medical Review Officer (MRO);
- c. The employee is available for contact by the MRO between 8 am and 4 pm; and
- d. The employee provides the MRO with requested information.

Failure of the employee to comply with the above conditions will result in forfeiture of any waiting compensation.

In addition to any substance abuse program mandated by the owner or client as set forth in Paragraph above, the Union will accept the model plan recommended by the United Association/Mechanical Contractors Association of America, Inc. ("MCAA") (See Appendix E to this Agreement).

A copy of any drug and alcohol policy, including testing procedures, applicable to any project covered by this Agreement shall be furnished to Local 441 prior to the employer implementing any program other than the UA/MCAA Model Plan. The Employees covered by this Agreement shall at all times, while in the employ of the Employer, be bound by the safety rules and regulations as established by the Owner, Employer or applicable safety laws.

In accordance with the requirements of OSHA, it shall be the exclusive responsibility of each Employer on a job site to which this Agreement applies, to assure safe working conditions for its Employees and compliance by them with any safety rules contained herein or established by the Employer. Nothing in this Agreement will make Local 441 liable to any Employees or to other persons in the event that injury or accident occurs.

The Union and the Employers agree to appoint a negotiating subcommittee to recommend changes to the UA/MCCA Safety Drug and Alcohol model plans. The subcommittee will be comprised of an equal number of management and labor representatives.

## **ARTICLE XXI Grievance**

### **A. Negotiations**

#### **ALL ZONES**

If local facilities to resolve one or more items in contract negotiations over wages, hours or working conditions have failed in settlement, both parties agree to submit the unresolved issues to the Industrial Relations Council for the Plumbing and Pipefitting Industry for further negotiations as their representatives, and further agree that all terms and conditions of this Agreement shall continue in full force and effect, pending final decision by the Industrial Relations Council.

#### **ZONE IA**

Consistent with the Section 8(f) nature of this agreement as set forth in Article I, this provision shall not be construed to compel either party to engage in bargaining over a successor contract.

#### **ZONE IB**

All terms of the newly negotiated agreement will be considered retroactive starting with the end date of expired agreement.

#### **ALL ZONES**

### **B. Grievance Procedure**

All disputes and grievances concerning compliance with, or interpretation of, this Agreement shall be settled as provided in this Article.

Step 1: The dispute or grievance shall be set forth in writing and presented to the other party within three (3) days after it arises. Representatives of the Union and the Employer shall promptly meet and attempt to reach a settlement.

Step 2: If settlement is not reached under Step One within five (5) days after the dispute or grievance is first presented in writing, it shall be referred to the Joint Grievance/Labor Management Committee consisting of three representatives of the Union and three representatives of the appropriate Employer Association. The Committee shall promptly meet and attempt to reach a settlement.

Any time limits provided for in the grievance procedure set forth in this Article may be waived or extended by mutual agreement between the Union and the appropriate Employer Association.

Step 3: If settlement is not reached under Step Two within five (5) days after the dispute or grievance is referred to it, it shall be submitted to the Industrial Relations Council of the Plumbing and Pipefitting Industry (“IRC”) for settlement under its procedures. The decision of the IRC shall be final and binding upon all parties and shall be put into effect by the parties immediately.

## **ARTICLE XXII Savings Clause**

If any Article or provision of this agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or the administrative branch of the Federal or State Government, the Employer and the Union shall suspend the operation of such Article or provision during the period of its invalidity and shall substitute, by mutual consent, in its place and stead, an Article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the Article or provision in question.

If any Article or provision of this agreement shall be held invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this agreement or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

## **ARTICLE XXIII Duration, Reopening, and Termination**

### **ZONE IA-Items 3,4,5, & 6 below will apply as provisions stated in Article I are achieved.**

1. This agreement shall be in full force and effect from the date of execution to May 31, 2023, and from year to year thereafter unless notice of termination or modification is given in writing by either party to the other party, at least sixty (60) days prior to its termination date, or subsequent anniversary thereof.
2. At any time during the term of this Agreement, the parties will, at the request of the Union, bargain in good faith concerning any proposal to redirect employer benefit fund contributions as specified in Zone I, Appendix A or B, or Zone II, Appendix A or B, to another employee benefit fund, or to reallocate contributions among funds. If the parties are unable to reach agreement on any such matters, then their dispute will be resolved by the Industrial Relations Committee, the decision of which Committee will be final and binding on the parties.

### **ZONES IB, IIA AND IIB**

This agreement shall be in full force and effect from the date of execution to June 1, 2023, and from year to year thereafter unless notice of termination or modification is given in writing by



either party to the other party, at least sixty (60) days prior to its termination date, or subsequent anniversary thereof.

3. The parties will be obligated to bargain mid-term in good faith concerning employee wage rates and employer contributions to employee benefit funds (i.e., the “Employee Compensation Package.”)
4. The obligation to bargain mid-term specified in paragraph 4 above, will be limited to components of the Employee Compensation Package and shall not extend to any other terms or conditions of this Agreement. If the parties have failed to reach agreement as to modification of the Employee Compensation Package by the applicable anniversary date, then all components of the Employee Compensation Package shall remain unchanged, absent agreement of the parties to the contrary, pending resolution of the dispute by the Industrial Relations Committee, the decision of which Committee will be final and binding on the parties.
5. At any time during the term of this Agreement, the parties will, at the request of the Union, bargain in good faith concerning any proposal to redirect employer benefit fund contributions as specified in Zone I, Appendix A or B, or Zone II, Appendix A or B, to another employee benefit fund, or to reallocate contributions among funds. If the parties are unable to reach agreement on any such matters, then their dispute will be resolved by the Industrial Relations Committee, the decision of which Committee will be final and binding on the parties.

#### **ARTICLE XXIV Standards for Excellence**

- The United Association Standard for Excellence is incorporated by reference and adopted by the parties to this Agreement.
- A Productivity Committee consisting of one member appointed by the Union and one member appointed by the Employer [or Association, as the case may be], and a Public Member who shall be a neutral party appointed by both these members shall be formed to consider any complaint from the Union, any employee, applicant, or any signatory employer arising from or relating to the Standard for Excellence.
- The Productivity Committee shall have the power to make a final and binding decision on any matter referred to it which shall be complied with by the Local Union, signatory employers and the Association, as the case may be, and employees covered by the collective bargaining agreement. The Committee is not authorized to add to, or subtract from, or modify any of the provisions of the collective bargaining agreement and its decision shall be in accord with the Agreement.
- An applicant who is discharged for cause three (3) times within a twelve-month period or who has engaged in egregious conduct in violation of the Standard for Excellence shall be referred to the neutral member of the Committee to determine the applicant’s continued eligibility to seek referral or continue to work for signatory contractor. The neutral member of the Committee shall, within five business days, review the

qualifications of the applicant, the reason for the discharges or other evidence relating to violation with the Standard for Excellence.

- The neutral member of the Committee, may, in his/her sole discretion issue a final and binding decision providing: (1) that the applicant obtain further training from the JATC; (2) disqualify the applicant for referral or continued employment for any signatory contractor for a period of two weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation, treatment, or recommended action; or (4) declare the applicant eligible for continued referral or employment, pursuant to the collective bargaining agreement, including restoration of the applicant to his/her appropriate place on the referral list.
- The Committee shall have the power to establish rules concerning persons referred to the Committee, including the use of transcripts, lawyers, and the like, in keeping with the need to maintain an orderly and efficient process unencumbered by excessive formality and delay.
- Nothing in the process described herein shall prevent a member from filing a grievance relating to the underlying termination for cause in a timely manner after that termination occurs. The process shall also not negate any established agreed upon drug policy, including the penalties contained in that policy.
- The costs of the Committee, including the cost of the neutral shall be borne equally by the Local Union and the Association.





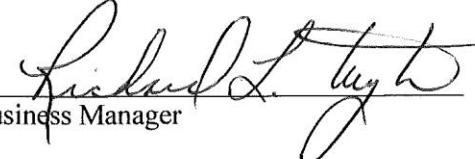
**ZONE IIA**

Signed and subscribed to this 5th day of June, 2013.

MECHANICAL CONTRACTORS  
ASSOCIATION OF KANSAS ZONE IIA

A UNITED ASSOCIATION OF JOURNEYMEN AND  
PIPE FITTING INDUSTRY OF THE UNITED  
STATES AND CANADA (AFL-CIO) PLUMBERS  
AND PIPEFITTERS LOCAL 441

By:   
Association Representative

By:   
Business Manager

Signed and subscribed to this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Name and Address of all  
SUBSIDIARIES/BRANCHES**

which are covered by  
this agreement, with  
the parent company  
(if none, so state; add  
an additional sheet if  
necessary):

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Please print signature

UNITED ASSOCIATION OF JOURNEYMEN AND  
APPRENTICES OF THE PLUMBING AND PIPE  
FITTING INDUSTRY OF THE UNITED STATES  
AND CANADA (AFL-CIO) PLUMBERS AND  
PIPEFITTERS LOCAL 441


By: \_\_\_\_\_  
Business Manager

**ZONE IIB**

Signed and subscribed to this 5th day of June, 2013.

MECHANICAL CONTRACTORS  
ASSOCIATION OF KANSAS  
ZONE II B

A UNITED ASSOCIATION OF JOURNEYMEN AND  
PIPE FITTING INDUSTRY OF THE UNITED  
STATES AND CANADA (AFL-CIO) PLUMBERS  
AND PIPEFITTERS LOCAL 441

By:   
Contractor's Representative

By:   
Business Manager

Signed and subscribed to this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Name and Address of all  
SUBSIDIARIES/BRANCHES**  
which are covered by  
this agreement, with  
the parent company  
(if none, so state; add  
an additional sheet if  
necessary):

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City and State                      Zip Code

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Signature                                      Date

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Please print signature

UNITED ASSOCIATION OF JOURNEYMEN AND  
APPRENTICES OF THE PLUMBING AND PIPE  
FITTING INDUSTRY OF THE UNITED STATES  
AND CANADA (AFL-CIO) PLUMBERS AND  
PIPEFITTERS LOCAL 441

By: \_\_\_\_\_  
Business Manager

**ZONE I  
APPENDIX A**

The jurisdictional area of Zone I Appendix A shall consist of the following Kansas Counties: Barber, Barton, Butler, Cheyenne, Clark, Comanche, Cowley, Decatur, Edwards, Ellis, Ellsworth, Finney, Ford, Gove, Graham, Grant, Gray, Greeley, Hamilton, Harper, Harvey, Haskell, Hodgeman, Jewell, Kearny, Kingman, Kiowa, Lane, Lincoln, Logan, Marion, McPherson, Meade, Mitchell, Morton, Ness, Norton, Osborne, Pawnee, Phillips, Pratt, Rawlins, Reno, Rice, Rooks, Rush, Russell, Saline, Scott, Sedgwick, Seward, Sheridan, Sherman, Smith, Stafford, Stanton, Stevens, Sumner, Thomas, Trego, Wallace, Wichita.

**In the above Counties the following hourly wage and fringe benefit rates will apply.**

<b>Effective</b>	<b>06/01/19</b>	<b>06/01/20</b>	<b>07/01/20</b>	<b>06/01/21</b>	<b>06/01/22</b>	
<b>EMPLOYER CONTRIBUTIONS</b>						
Basic Hourly Rate	33.76	34.76				Paid by Employer
Health & Welfare	7.90	8.10				Paid by Employer
Education Fund	1.14	1.14				Paid by Employer*
National Pension	3.30	3.30				Paid by Employer
Local 441 Retirement Plan	4.70	4.70				Paid by Employer
PPI Retirement Plan of Ks	0.50	0.50				Paid by Employer
Industry Fund	0.20	0.20				Paid by Employer
UA Training Fund	0.10	0.10				Paid by Employer
<b>TOTAL PACKAGE</b>	<b>\$51.60</b>	<b>\$52.80</b>	<b>\$52.80</b>	<b>\$53.80</b>	<b>\$54.80</b>	
<b>EMPLOYEE DEDUCTIONS – VOLUNTARY AUTHORIZATION REQUIRED</b>						
Work Assessment	3.5%	3.5%				Percent of Gross Wages
UA Organizing Fund	0.10	0.10				Per Hour Worked
Vacation Fund**	0.75	0.75				Per Hour Worked
Local 441 PAC Fund		0.04, 0.10				Per Hour Worked
PPI Retirement Plan of Ks***		0.00, 0.40, 0.80, 1.20, 2.00, 3.00, 5.00				Per Hour Worked****

\*See Apprentice Wage Sheet for Apprentice Rates/Fringes and Pre-Apprentice Fringes

\*\*Apprentices have option not to participate in vacation fund

\*\*\*This plan is a profit sharing 401k plan and all contributions are pre-tax

\*\*\*\* 1<sup>st</sup> Year Apprentices are not eligible to self-contribute to KSR (401k) Plan

Foreman shall receive additional wages of 10% above the basic hourly rate of pay

General Foreman shall receive additional wages of 20% above the basic hourly rate of pay

**ZONE I  
APPENDIX A (CONTINUED)**

Employee Elective PPI Retirement Plan of Ks from Basic Hourly Rate  
 1st Year Apprentices \$0.00 Employee Contribution  
 all other Apprentices and Journeymen  
 \$0.00 \$0.40 \$0.80 \$1.20 \$2.00 \$3.00 \$5.00

**APPRENTICE WAGES**

1st Year	50% of Journeyman Rate	Benefits As Listed Below
2nd Year	60% of Journeyman Rate	Benefits As Listed Below
3rd Year	70% of Journeyman Rate	Benefits As Listed Below
4th Year	80% of Journeyman Rate	Benefits As Listed Below
5th Year	90% of Journeyman Rate	Benefits As Listed Below

<b><u>Fringe Benefits:</u></b>	<b><u>Per Hour-As Of 06/01/2020</u></b>
Health & Welfare	\$ 8.10
Education Fund	0.84
National Pension	3.30
Local 441 Retirement Plan	4.70
PPI Retirement Plan of Ks	0.50
Industry Fund	0.20
UA Training Fund	<u>0.10</u>
Total Fringe Benefits	\$17.74

**PRE-APPRENTICE**

<b><u>Fringe Benefits:</u></b>	<b><u>Per Hour-As Of 06/01/2013</u></b>
Education Fund	0.10



## SPECIAL CONDITIONS ZONE I APPENDIX A

### TRAVEL PAY AND PER DIUM

#### **EMPLOYEES FURNISHING TRANSPORTATION:**

These rates are based on the employee traveling on his or her own time, reporting to the project site at the start of the workday and working until the end of the workday. The distance of all jobs shall be measured over the most commonly traveled route from Broadway and Douglas, Wichita, KS.

**NOTE:** When the employee's permanent residence is within a twenty-five (25) mile radius of the project, no travel compensation is required.

0-60 miles:	No travel compensation.
60-90 miles:	\$40.00 travel pay, per employee, per day.
Over 90 miles:	\$80.00 per diem, per employee, per day.

#### **EMPLOYER PROVIDED TRANSPORTATION:**

These rates are based on the employee being provided adequate transportation by the employer to and from the project location. The employee can provide his or her own transportation and receive the travel pay or take advantage of the employer provided transportation and therefore decline the travel pay. Over 90 miles per diem is paid whether employer provides transportation or employee provides his or her own transportation.

**NOTE:** When the employee's permanent residence is within a twenty-five (25) mile radius of the project, no travel compensation is required.

0-60 miles:	No travel compensation.
60-90 miles:	No travel compensation.
Over 90 miles:	\$80.00 per diem, per employee, per day.

**NOTE:** If mutually agreed upon between the employer and the Business Manager, travel pay and per diem can be modified on a project by project basis.

**ZONE I  
APPENDIX B**

The jurisdictional area of Zone I Appendix B shall consist of the following Kansas Counties: Allen, Bourbon, Chautauqua, Cherokee, Crawford, Elk, Greenwood, Labette, Linn, Montgomery, Neosho, Wilson, Woodson.

**COMMERCIAL & INDUSTRIAL AGREEMENT WAGES AND FRINGE BENEFITS**

Effective	06/01/19	06/01/20	07/01/20	06/01/21	06/01/22	
<b>EMPLOYER CONTRIBUTIONS</b>						
Basic Hourly Rate	34.08	34.63				Paid by Employer
Health & Welfare	7.90	8.10				Paid by Employer
Education Fund	1.12	1.12				Paid by Employer*
National Pension	4.14	4.14				Paid by Employer
Local 441 Retirement Plan	4.50	4.50				Paid by Employer
PPI Retirement Plan of KS	2.85	2.85				Paid by Employer
Industry Fund	0.15	0.15				Paid by Employer
UA Training Fund	0.10	0.10				Paid by Employer
<b>TOTAL PACKAGE</b>	<b>\$54.84</b>	<b>\$55.59</b>	<b>\$55.59</b>			
<b>EMPLOYEE DEDUCTIONS – VOLUNTARY AUTHORIZATION REQUIRED</b>						
Work Assessment	3.5%	3.5%				Percent of Gross Wages
UA Organizing Fund	0.10	0.10				Per Hour Worked
Local 441 PAC Fund		0.04, 0.10				Per Hour Worked
PPI Retirement Plan of Ks***		0.00, 0.40, 0.80, 1.20, 2.00, 3.00, 5.00				Per Hour Worked****

\*See Apprentice Wage Sheet for Apprentice Rates/Fringes and Pre-Apprentice Fringes

\*\*\*This plan is a profit sharing 401k plan and all contributions are pre-tax

\*\*\*\* 1<sup>st</sup> Year Apprentices are no eligible to self-contribute to KSR (401k) Plan

Foreman shall receive additional wages of 10% above the basic hourly rate of pay

General Foreman shall receive additional wages of 20% above the basic hourly rate of pay

**LIGHT COMMERCIAL AGREEMENT WAGES AND FRINGE BENEFITS**

Wages set at 90% of Commercial & Industrial rate and Benefits to match for duration of Contract.

Effective	06/01/19	06/01/20	07/01/20	06/01/21	06/01/22	
<b>EMPLOYER CONTRIBUTIONS</b>						
Basic Hourly Rate	30.67	31.17				Paid by Employer
Health & Welfare	7.90	8.10				Paid by Employer
Education Fund	1.12	1.12				Paid by Employer*
National Pension	4.14	4.14				Paid by Employer
Local 441 Retirement Plan	4.50	4.50				Paid by Employer
PPI Retirement Plan of KS	2.85	2.85				Paid by Employer
Industry Fund	0.15	0.15				Paid by Employer
UA Training Fund	0.10	0.10				Paid by Employer
<b>TOTAL PACKAGE</b>	<b>\$51.43</b>	<b>\$52.13</b>				
<b>EMPLOYEE DEDUCTIONS – VOLUNTARY AUTHORIZATION REQUIRED</b>						
Work Assessment	3.5%	3.5%				Percent of Gross Wages
UA Organizing Fund	0.10	0.10				Per Hour Worked
Local 441 PAC Fund		0.04, 0.10				Per Hour Worked
PPI Retirement Plan of Ks***		0.00, 0.40, 0.80, 1.20, 2.00, 3.00, 5.00				Per Hour Worked****

\*See Apprentice Wage Sheet for Apprentice Rates/Fringes and Pre-Apprentice Fringes

\*\*\*This plan is a profit sharing 401k plan and all contributions are pre-tax

\*\*\*\* 1<sup>st</sup> Year Apprentices are no eligible to self-contribute to KSR (401k) Plan

Foreman shall receive additional wages of 10% above the basic hourly rate of pay

General Foreman shall receive additional wages of 20% above the basic hourly rate of pay

**RESIDENTIAL AGREEMENT WAGES AND FRINGE BENEFITS**

Wages set at 75% of Commercial & Industrial rate and Benefits to match for duration of Contract.

Effective	06/01/19	06/01/20	07/01/20	06/01/21	06/01/22	
<b>EMPLOYER CONTRIBUTIONS</b>						
Basic Hourly Rate	25.56	25.97				Paid by Employer
Health & Welfare	7.90	8.10				Paid by Employer
Education Fund	1.12	1.12				Paid by Employer*
National Pension	4.14	4.14				Paid by Employer
Local 441 Retirement Plan	4.50	4.50				Paid by Employer
PPI Retirement Plan of KS	2.85	2.85				Paid by Employer
Industry Fund	0.15	0.15				Paid by Employer
UA Training Fund	0.10	0.10				Paid by Employer
TOTAL PACKAGE	\$46.32	\$46.93				
<b>EMPLOYEE DEDUCTIONS – VOLUNTARY AUTHORIZATION REQUIRED</b>						
Work Assessment	3.5%	3.5%				Percent of Gross Wages
UA Organizing Fund	0.10	0.10				Per Hour Worked
Local 441 PAC Fund		0.04, 0.10				Per Hour Worked
PPI Retirement Plan of Ks***		0.00, 0.40, 0.80, 1.20, 2.00, 3.00, 5.00				Per Hour Worked****

\*See Apprentice Wage Sheet for Apprentice Rates/Fringes and Pre-Apprentice Fringes

\*\*\*This plan is a profit sharing 401k plan and all contributions are pre-tax

\*\*\*\* 1<sup>st</sup> Year Apprentices are no eligible to self-contribute to KSR (401k) Plan

Foreman shall receive additional wages of 10% above the basic hourly rate of pay

General Foreman shall receive additional wages of 20% above the basic hourly rate of pay

**ZONE I  
APPENDIX B (CONTINUED)**

Employee Elective PPI Retirement Plan of Ks from Basic Hourly Rate  
1st Year Apprentices \$0.00 Employee Contribution  
all other Apprentices and Journeymen  
\$0.00 \$0.40 \$0.80 \$1.20 \$2.00 \$3.00 \$5.00

**APPRENTICE WAGES**

1st Year	50% of Journeyman Rate	Fringes Same as Journeyman
2nd Year	60% of Journeyman Rate	Fringes Same as Journeyman
3rd Year	70% of Journeyman Rate	Fringes Same as Journeyman
4th Year	80% of Journeyman Rate	Fringes Same as Journeyman
5th Year	90% of Journeyman Rate	Fringes Same as Journeyman

**PRE-APPRENTICE**

<b><u>Fringe Benefits:</u></b>	<b><u>Per Hour-As Of 06/01/2013</u></b>
Education Fund	0.10

**SPECIAL CONDITIONS ZONE I APPENDIX B**

*(This page left blank intentionally)*

**ZONE II  
APPENDIX A**

The jurisdictional area of Zone II Appendix A shall consist of the following Kansas Counties: Brown, Chase, Clay, Cloud, Coffey, Dickinson, Geary, Jackson, Jefferson, Lyon, Marshall, Morris, Nemaha, Osage, Ottawa, Pottawatomie, Republic, Riley, Shawnee, Wabaunsee, Washington.

**In the above Counties the following hourly wage and fringe benefit rates will apply.**

**NON-RESIDENTIAL AGREEMENT WAGES AND FRINGE BENEFITS**

Effective	06/01/19	06/01/20	07/01/20	06/01/21	06/01/22	
<b>EMPLOYER CONTRIBUTIONS</b>						
Basic Hourly Rate	36.85	37.85				Paid by Employer
Health & Welfare	7.90	8.10				Paid by Employer
Education Fund	1.14	1.14				Paid by Employer*
National Pension	4.40	4.40				Paid by Employer
PPI Retirement Plan of KS	4.25	4.25				Paid by Employer*
Industry Fund	0.15	0.15				Paid by Employer-Jymn Only
UA Training Fund	0.10	0.10				Paid by Employer
<b>TOTAL PACKAGE</b>	<b>\$54.79</b>	<b>\$55.99</b>	<b>\$55.99</b>	<b>\$56.99</b>	<b>\$57.99</b>	
<b>EMPLOYEE DEDUCTIONS – VOLUNTARY AUTHORIZATION REQUIRED</b>						
Work Assessment	3.5%					Percent of Gross Wages
UA Organizing Fund	0.10					Per Hour Worked
Local 441 PAC Fund		0.04, 0.10				Per Hour Worked
PPI Retirement Plan of Ks***		0.00, 0.40, 0.80, 1.20, 2.00, 3.00, 5.00				Per Hour Worked****

\*See Apprentice Wage Sheet for Apprentice Rates/Fringes and Pre-Apprentice Fringes

\*\*\*This plan is a profit sharing 401k plan and all contributions are pre-tax

\*\*\*\* 1<sup>st</sup> Year Apprentices are no eligible to self-contribute to KSR (401k) Plan

General Foreman shall receive additional wages of \$4.00 above the basic hourly rate of pay

Area Foreman shall receive additional wages of \$3.25 above the basic hourly rate of pay

Foreman shall receive additional wages of \$2.00 above the basic hourly rate of pay

**RESIDENTIAL AGREEMENT WAGES AND FRINGE BENEFITS**

Wages set at 80% of Non-Residential rate and Benefits to match Non-Residential package for duration of Contract.

Effective	06/01/19	06/01/20	07/01/20	06/01/21	06/01/22	
<b>EMPLOYER CONTRIBUTIONS</b>						
Basic Hourly Rate	29.48	30.28				Paid by Employer
Health & Welfare	7.90	8.10				Paid by Employer
Education Fund	1.14	1.14				Paid by Employer*
National Pension	4.40	4.40				Paid by Employer
PPI Retirement Plan of KS	4.25	4.25				Paid by Employer*
Industry Fund	0.15	0.15				Paid by Employer-Jymn Only
UA Training Fund	0.10	0.10				Paid by Employer
<b>TOTAL PACKAGE</b>	<b>\$47.42</b>	<b>\$48.42</b>				
<b>EMPLOYEE DEDUCTIONS – VOLUNTARY AUTHORIZATION REQUIRED</b>						
Work Assessment	3.5%	3.5%				Percent of Gross Wages
UA Organizing Fund	0.10	0.10				Per Hour Worked
Local 441 PAC Fund		0.04, 0.10				Per Hour Worked
PPI Retirement Plan of Ks***		0.00, 0.40, 0.80, 1.20, 2.00, 3.00, 5.00				Per Hour Worked****

\*See Apprentice Wage Sheet for Apprentice Rates/Fringes and Pre-Apprentice Fringes

\*\*\*This plan is a profit sharing 401k plan and all contributions are pre-tax

\*\*\*\* 1<sup>st</sup> Year Apprentices are no eligible to self-contribute to KSR (401k) Plan

General Foreman shall receive additional wages of \$4.00 above the basic hourly rate of pay

Area Foreman shall receive additional wages of \$3.25 above the basic hourly rate of pay

Foreman shall receive additional wages of \$2.00 above the basic hourly rate of pay

**ZONE II  
APPENDIX A (CONTINUED)**

Employee Elective PPI Retirement Plan of Ks from Basic Hourly Rate  
 1st Year Apprentices \$0.00 Employee Contribution  
 all other Apprentices and Journeymen  
 \$0.00 \$0.40 \$0.80 \$1.20 \$2.00 \$3.00 \$5.00

**APPRENTICE WAGES**

1st Year	50% of Journeyman Rate	Health & Welfare Only
2nd Year	55% of Journeyman Rate	Benefits As Listed Below
3rd Year, 1 <sup>st</sup> 6 months	60% of Journeyman Rate	Benefits As Listed Below
3rd Year, 2 <sup>nd</sup> 6 months	65% of Journeyman Rate	Benefits As Listed Below
4th Year, 1 <sup>st</sup> 6 months	70% of Journeyman Rate	Benefits As Listed Below
4th Year, 2 <sup>nd</sup> 6 months	75% of Journeyman Rate	Benefits As Listed Below
5th Year, 1 <sup>st</sup> 6 months	80% of Journeyman Rate	Benefits As Listed Below
5th Year, 2 <sup>nd</sup> 6 months	85% of Journeyman Rate	Benefits As Listed Below

<b><u>Fringe Benefits:</u></b>	<b><u>Per Hour-As Of 06/01/2020</u></b>
Health & Welfare	\$ 8.10
Education Fund	0.83
National Pension	4.40
PPI Retirement Plan of Ks	2.25
Industry Fund	0.00
UA Training Fund	<u>0.10</u>
Total Fringe Benefits	\$15.68

**PRE-APPRENTICE**

<b><u>Fringe Benefits:</u></b>	<b><u>Per Hour-As Of 06/05/2013</u></b>
Education Fund	0.10

## **SPECIAL CONDITIONS ZONE II APPENDIX A**

### **Service Work Only**

Wages for Sunday emergency service on residential to pay at one and one-half (1½) times the basic straight time hourly rate as specified in Zone II Appendix A.

Residential Service Work Only – Regular starting time is Monday through Friday, 6:00 a.m. to 10:00 a.m.



**ZONE II  
APPENDIX B**

The jurisdictional area of Zone II Appendix B shall consist of the following Kansas Counties:  
Anderson, Douglas, Franklin

In the above Counties the following hourly wage and fringe benefit rates will apply.

**NON-RESIDENTIAL AGREEMENT WAGES AND FRINGE BENEFITS**

Effective	06/01/19	06/01/20	07/01/20	06/01/21	06/01/22	
<b>EMPLOYER CONTRIBUTIONS</b>						
Basic Hourly Rate	36.85	37.85				Paid by Employer
Health & Welfare	7.90	8.10				Paid by Employer
Education Fund	1.14	1.14				Paid by Employer*
National Pension	4.40	4.40				Paid by Employer
PPI Retirement Plan of KS	4.25	4.25				Paid by Employer*
Industry Fund	0.15	0.15				Paid by Employer-Jymn Only
UA Training Fund	0.10	0.10				Paid by Employer
<b>TOTAL PACKAGE</b>	<b>\$54.79</b>	<b>\$55.99</b>	<b>\$55.99</b>	<b>\$56.99</b>	<b>\$57.99</b>	
<b>EMPLOYEE DEDUCTIONS – VOLUNTARY AUTHORIZATION REQUIRED</b>						
Work Assessment	3.5%					Percent of Gross Wages
UA Organizing Fund	0.10					Per Hour Worked
Local 441 PAC Fund		0.04, 0.10				Per Hour Worked
PPI Retirement Plan of Ks***		0.00, 0.40, 0.80, 1.20, 2.00, 3.00, 5.00				Per Hour Worked****

\*See Apprentice Wage Sheet for Apprentice Rates/Fringes and Pre-Apprentice Fringes

\*\*\*This plan is a profit sharing 401k plan and all contributions are pre-tax

\*\*\*\* 1<sup>st</sup> Year Apprentices are no eligible to self-contribute to KSR (401k) Plan

General Foreman shall receive additional wages of \$4.00 above the basic hourly rate of pay

Area Foreman shall receive additional wages of \$3.25 above the basic hourly rate of pay

Foreman shall receive additional wages of \$2.00 above the basic hourly rate of pay

**RESIDENTIAL AGREEMENT WAGES AND FRINGE BENEFITS**

Wages set at 85% of Non-Residential rate and Benefits to match Non-Residential package for duration of Contract.

Effective	06/01/19	06/01/20	07/01/20	06/01/21	06/01/22	
<b>EMPLOYER CONTRIBUTIONS</b>						
Basic Hourly Rate	31.32	32.17				Paid by Employer
Health & Welfare	7.90	8.10				Paid by Employer
Education Fund	1.14	1.14				Paid by Employer*
National Pension	4.40	4.40				Paid by Employer
PPI Retirement Plan of KS	4.25	4.25				Paid by Employer*
Industry Fund	0.15	0.15				Paid by Employer-Jymn Only
UA Training Fund	0.10	0.10				Paid by Employer
<b>TOTAL PACKAGE</b>	<b>\$49.26</b>	<b>\$50.31</b>				
<b>EMPLOYEE DEDUCTIONS – VOLUNTARY AUTHORIZATION REQUIRED</b>						
Work Assessment	3.5%	3.5%				Percent of Gross Wages
UA Organizing Fund	0.10	0.10				Per Hour Worked
Local 441 PAC Fund		0.04, 0.10				Per Hour Worked
PPI Retirement Plan of Ks***		0.00, 0.40, 0.80, 1.20, 2.00, 3.00, 5.00				Per Hour Worked****

\*See Apprentice Wage Sheet for Apprentice Rates/Fringes and Pre-Apprentice Fringes

\*\*\*This plan is a profit sharing 401k plan and all contributions are pre-tax

\*\*\*\* 1<sup>st</sup> Year Apprentices are no eligible to self-contribute to KSR (401k) Plan

General Foreman shall receive additional wages of \$4.00 above the basic hourly rate of pay

Area Foreman shall receive additional wages of \$3.25 above the basic hourly rate of pay

Foreman shall receive additional wages of \$2.00 above the basic hourly rate of pay

**ZONE II  
APPENDIX B (CONTINUED)**

Employee Elective PPI Retirement Plan of Ks from Basic Hourly Rate  
 1st Year Apprentices \$0.00 Employee Contribution  
 all other Apprentices and Journeymen  
 \$0.00 \$0.40 \$0.80 \$1.20 \$2.00 \$3.00 \$5.00

**APPRENTICE WAGES**

1st Year	50% of Journeyman Rate	Health & Welfare Only
2nd Year	55% of Journeyman Rate	Benefits As Listed Below
3rd Year, 1 <sup>st</sup> 6 months	60% of Journeyman Rate	Benefits As Listed Below
3rd Year, 2 <sup>nd</sup> 6 months	65% of Journeyman Rate	Benefits As Listed Below
4th Year, 1 <sup>st</sup> 6 months	70% of Journeyman Rate	Benefits As Listed Below
4th Year, 2 <sup>nd</sup> 6 months	75% of Journeyman Rate	Benefits As Listed Below
5th Year, 1 <sup>st</sup> 6 months	80% of Journeyman Rate	Benefits As Listed Below
5th Year, 2 <sup>nd</sup> 6 months	85% of Journeyman Rate	Benefits As Listed Below

<b><u>Fringe Benefits:</u></b>	<b><u>Per Hour-As Of 06/01/2020</u></b>
Health & Welfare	\$ 8.10
Education Fund	0.83
National Pension	4.40
PPI Retirement Plan of Ks	2.25
Industry Fund	0.00
UA Training Fund	<u>0.10</u>
Total Fringe Benefits	\$15.48

**PRE-APPRENTICE**

<b><u>Fringe Benefits:</u></b>	<b><u>Per Hour-As Of 06/05/2013</u></b>
Education Fund	0.10

## **SPECIAL CONDITIONS ZONE II APPENDIX B**

### **Four Ten Hour Shifts**

Four consecutive days would constitute a week Monday through Friday. Thus allowing for split shifts Monday through Thursday and/or Tuesday through Friday. (This applies only to jobs working four ten-hour shifts.)





**UNITED ASSOCIATION WELDER CERTIFICATION PROGRAM  
APPENDIX D**

*The UA Welder Certification Program provides a welder that has a complete and reliable record of qualification. Integrity is established by utilizing third party witnesses, qualified inspectors, independent auditors and qualified independent testing laboratories for test evaluation. These actions ensure that welders have been qualified to standards recognized by the piping industry.*

*The UA understands and accepts the responsibility for testing the performance of its welder work force. The cooperative efforts by piping industry participants only serve to enhance the ability of the United Association to carry out the responsibility of qualifying and maintaining capable welders for work at any facility.*

**Standard UA WCP Test Procedures**

<b><u>PROCEDURE</u></b>	<b>PROCESS</b>	<b>PIPE SIZE</b>	<b>WALL THICKNESS</b>	<b>WELDING PROGRESSION</b>
UA-1 (6010)	SMAW	6" SCHD 40	0.280"	DOWNHILL
UA-9T (70S/7018)	GTAW/SMAW	6" XX	0.864"	UPHILL
UA-12 (70S) MIG	GMAW (BEND TEST REQUIRED)	6" SCHD 80	0.432"	UPHILL
UA-13	GTAW Manual Fusion	3/8" SCHD 10	0.065"	UPHILL
UA-14	GTAW Manual Fusion	2" NPS SCHD 10	0.109"	UPHILL
UA-15 ER-70S-2	GTAW	2" NPS SCHD 80	0.218"	UPHILL
UA-12	GMAW-S	6" NPS SCHD XXS	0.864"	2G FIXED & 5G FIXED
UA-17	GMAW-S/FCA W	6" NPS SCHD XXS	0.864"	2G FIXED & 5G FIXED
UA-18A Stainless 304	GTAW Auto-Orbital	0.500"	0.049"	5G FIXED
UA-21 (6010/7018)	SMAW	2" XX	0.436"	UPHILL
UA-22 (70S/7018)	GTAW/SMAW	2" XX	0.436"	UPHILL
UA-23 (6010/7018)	SMAW	6" XX	0.864"	UPHILL
UA-31B	GTAW	6" NPS SCHD 40	0.280"	UPHILL

<b>PROCEDURE</b>	<b>PROCESS</b>	<b>PIPE SIZE</b>	<b>WALL THICKNESS</b>	<b>WELDING PROGRESSION</b>
AL (6061)	Standard Bevel			
UA-31J AL (6061)	GTAW J-Bevel	6" NPS SCHD 40	0.280"	UPHILL
UA-41 (308)	GTAW	2" SCHD 80	0.218"	UPHILL
UA-42 (308/308)	GTAW/SMAW	2" XX	0.436"	UPHILL
UA-43 (308/308)	GTAW/SMAW	6" XX	0.864"	UPHILL
UA-50 BcuP thru 7 Filler Metal #103	BRAZER Qualification	¾"	Type L	Vertical and Horizontal Nitrogen Purge
UA-51 BcuP 2 thru 7 Filler Metal #103	BRAZER Qualification	1 ½"	Type L	Vertical and Horizontal Nitrogen Purge
UA-44 (309)	GTAW Narrow Groove	10" SCHD 100	0.719"	UPHILL/ DOWNHILL

**The United Association has developed a variety of other weld test procedures. These procedures cover a wide range of welding specifications. The UA weld test procedures are recognized and accepted by the *National Certified Pipe Welding Bureau*. For further information, contact the UA Certification Department at (202) 628-5823.**

## APPENDIX E

### UNITED ASSOCIATION/MECHANICAL CONTRACTORS ASSOCIATION OF AMERICA STATEMENT ON WORKPLACE SUBSTANCE ABUSE TESTING AND TREATMENT\*

The following model substance abuse testing and treatment policy is published for consideration in local collective bargaining.

The United Association and the Mechanical Contractors Association of America believe that substance abuse testing, treatment and protection are as necessary in the skilled construction trades as they are in other high technology and safety-sensitive workplaces. Substance abuse testing and treatment measures are appropriate for all employer non-bargaining unit employees as well, including company executives and officers subject to applicable state and federal law. MCAA and the United Association also recognize that broad mandates of such policies are being issued increasingly from both public and private purchasers of construction.

MCAA and the UA regard worker safety, health and well-being as integral to top quality work performance and successful project delivery. Therefore, in the mutual interests of MCAA member firms, UA-represented workers and their families, and the purchasers of construction services, MCAA and the UA jointly subscribe to and recommend the following elements of substance abuse policies for local collective bargaining.

Substance abuse policies should be developed, subject to MCAA/UA local collective bargaining, and should include the following:

- a pass-through of more stringent public and/or private owner substance abuse and testing mandates;
- prohibitions against the possession and use of illegal substances at work;
- a prohibition against impairment at work;
- testing on the bases of pre-employment, unscheduled, for-cause, post-incident and return-to-work from treatment;
- stringent controls (such as computerized selection of individuals for unscheduled testing) against abuse in selecting individuals for testing;
- testing methods using non-invasive procedures;
- thresholds for positive results shall be at least as stringent as those required by the U.S. Department of Health and Human Services; and
- treatment coverage in full accord with the latest government standards for publicly mandated policies as well as federal and state individual privacy and disability laws.

Disciplinary action under substance abuse policies should be subject to negotiated dispute resolution mechanisms or adopted owner policy requirements.

The implementation of substance abuse policies should be fully documented so that necessary and appropriate changes can be made based on experience with the program.

**Approved 2/22/99**

\* For a complete copy of the UA/MCAA Model Collective Bargaining Agreement Provisions for Workplace Substance Abuse Testing and Treatment, contact the UA or the MCAA.