

AGREEMENT AND CONTRACT

By and Between Members of

**Mechanical Contractors
Association
of Kansas City**

and

**Pipe Fitters Association
Local Union No. 533**

of the

**UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES
AND CANADA**

June 1, 2011 - May 31, 2014



**INDEX OF AGREEMENT BETWEEN
MECHANICAL CONTRACTORS ASSOCIATION
OF KANSAS CITY
and
PIPE FITTERS ASSOCIATION
LOCAL NO. 533**

The following index is not a part of the Agreement but is provided for information only.

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AGREEMENT AND CONTRACT
By and Between Members of
Mechanical Contractors Association of Kansas City
and
Pipefitters' Association Local Union No. 533

PREAMBLE

This Agreement is made and entered into the 1st day of June 2011, between the Mechanical Contractors Association, acting as bargaining agent for and on behalf of its members, who accept and sign this Agreement, and the Pipefitters' Association Local Number 533 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, A.F. of L.-C.I.O.

WITNESSETH:

The purpose and intent of this Agreement which is entered into by and between the parties specified above by mutual consent of both parties, is to:

- (a) Establish and set forth in this Agreement, rules and regulations to govern employment wage scale, craftsmanship qualifications and working conditions of Journeymen Pipefitters and Apprentices.
- (b) To encourage closer cooperation and better understanding between Contractor and employee members of this particular craft to the end that a satisfactory, continuous and harmonious labor relationship will exist between both parties to this Agreement.
- (c) To prevent strikes and lockouts and facilitate peaceful adjustments of all disputes and grievances which may arise between Contractor and Union.
- (d) The United Association Standard for Excellence is incorporated by reference and adopted by the parties to this Agreement.

STANDARD FOR EXCELLENCE

MEMBER AND LOCAL UNION RESPONSIBILITIES:

To ensure the UA Standard for Excellence platform meets and maintains its goals, the Local Union Business Manager, in partnership with his implementation team, including shop stewards and the local membership, shall ensure all members:

- Meet their responsibilities to the employer and their fellow workers by arriving on the job ready to work, every day on time (Absenteeism and tardiness will not be tolerated.)
- Adhere to the contractual starting and quitting times, including lunch and break periods (personal cell phones will not be used during the workday with the exception of lunch and break periods.)
- Meet their responsibility as highly skilled craftworkers by providing the required tools as stipulated under the local Collective Bargaining Agreement while respecting those tools and equipment supplied by the employer
- Use and promote the local union and international training and certification systems to the membership so they may continue on the road of lifelong learning, thus ensuring UA craftworkers are the most highly trained and sought after workers
- Meet their responsibility to be fit for duty, ensuring a zero tolerance policy for substance abuse is strictly met
- Be productive and keep inactive time to a minimum
- Meet their contractual responsibility to eliminate disruptions on the job and safely work towards the on-time completion of the project in an auspicious manner
- Respect the customers' property (Waste and property destruction, such as graffiti, will not be tolerated.)
- Respect the UA, the customer, client and contractor by dressing in a manner appropriate for our highly skilled and professional craft (Offensive words and symbols on clothing and buttons are not acceptable.)
- Respect and obey employer and customer rules and policies
- Follow safe, reasonable and legitimate management directives
- The local union and the steward will work with members to correct and solve problems related to job performance.
- Job stewards shall be provided with steward training and receive specialized training with regard to the UA Standard for Excellence.
- Regular meetings will be held where the job steward along with UA supervision will communicate with the management team regarding job progress, work schedules, and other issues affecting work processes.
- The job steward shall communicate with the members about issues affecting work progress.
- The business manager or his delegate will conduct regularly scheduled meetings to discuss and resolve issues affecting compliance of the UA Standard for Excellence policy.
- The steward and management will attempt to correct such problems with individual members in the workplace.
- Individual members not complying with membership responsibility shall be brought before the Local

Union Executive Board, which will address such members' failure to meet their obligation to the local and the UA, up to and including filing charges. The local union's role is to use all available means to correct the compliance problem.

EMPLOYER AND MANAGEMENT RESPONSIBILITIES:

MCAA/MSCA, PFI, MCPWB, PCA, UAC and NFSA and their signatory contractors have the responsibility to manage their jobs effectively, and as such have the following responsibilities under the UA Standard for Excellence.

- Replace and return to the referral hall ineffective superintendents, general foremen, foremen, journeymen and apprentices
- Provide worker recognition for a job well done
- Ensure that all necessary tools and equipment are readily available to employees
- Minimize workers' downtime by ensuring blueprints, specifications, job layout instructions and material are readily available in a timely manner
- Provide proper storage for contractor and employee tools
- Provide the necessary leadership and problem-solving skills to jobsite supervision.
- Ensure jobsite leadership takes the necessary ownership of mistakes created by management decisions
- Encourage employees, but if necessary, be fair and consistent with discipline
- Create and maintain a safe work environment by providing site specific training, proper equipment and following occupational health and safety guidelines
- Promote and support continued education and training for employees while encouraging career building skills
- Employ an adequate number of properly trained employees to efficiently perform the work in a safe manner, while limiting the number of employees to the work at hand, thereby providing the customer with a key performance indicator of the value of the UA Standard for Excellence
- Treat all employees in a respectful and dignified manner, acknowledging their contributions to a successful project
- Cooperate and communicate with the job steward
- Regular meetings will be held where the management team and UA supervision will communicate with the job steward regarding job progress, work schedules, and other issues affecting the work process.
- Management will address concerns brought forth by the steward or UA supervision in a professional and timely manner
- A course of action shall be established to allow the job steward and/or UA supervision to communicate with higher levels of management in the event there is a breakdown with the responsible manager.
- In the event that the employee is unwilling or unable to make the necessary changes, management must make the decision whether the employee is detrimental to the UA Standard for Excellence platform and make a decision regarding his/her further employment.

STANDARD FOR EXCELLENCE ADMINISTRATION

- A Policy Committee consisting of one member appointed by the Union and one member appointed by the Mechanical Contractors' Association 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 Policy 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 Mechanical Contractors' 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.
- The Union will institute a Three-Strike Policy, wherein an applicant may be discharged for cause. Upon discharge for cause, the employer will provide written notification to the Union, stating the reason for applicant's discharge. Any applicant who is discharged for cause two (2) times during a twelve-month period or who has engaged in egregious conduct in violation of the Standard of Excellence, shall result in applicant appearing before Local 533's Executive Board. A third (3rd) instance within a twelve month period 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 contractors. The neutral member of the Committee shall, within five (5) 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 or all signatory contractors 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, or other employer action, in a timely manner after that action 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 Mechanical Contractors' Association.

ARTICLE 1 RECOGNITION

Section 1.1 The Contractor recognizes the Union as the sole and exclusive bargaining representative for all Journeymen Pipefitters and Apprentices employed by the Companies covered by the scope of this Agreement in the area described in Article 2, with respect to wages, hours, and other terms and conditions of employment. The union recognizes the Mechanical Contractors Association of Kansas City as the sole and exclusive bargaining agent for all its members and, for those nonmembers who have furnished the Association with their collective bargaining authority, subject to the terms and conditions of this Agreement.

ARTICLE 2 GEOGRAPHICAL JURISDICTION

Section 2.1 The full force and effect of this Agreement shall prevail within the following geographical limits: The Missouri counties of Platte, Clay, Ray, Carroll, Jackson, Cass, Bates, Vernon, Lafayette, Johnson, Henry, Saline, Hickory, St. Clair, Pettis, Benton, Morgan; and the Kansas counties of Wyandotte, Johnson, Miami County and all other territory that may be allotted from time to time by the United Association. The Union will notify the Mechanical Contractors Association in writing when the Union is given additional jurisdiction.

ARTICLE 3 TRADE OR WORK JURISDICTION

Section 3.1 The hours of labor and working conditions set forth hereunder will apply on all work contracted for by the Contractors signatory to this Agreement coming within the recognized jurisdiction of the Union.

Section 3.2 In recognition of the above work jurisdictional claims, it is understood that the assignment of work and the settlement of jurisdictional disputes with other Building Trades organizations shall be adjusted in accordance with the procedure established by the Impartial Jurisdictional Disputes Board or any successor agency of the Building Trades Department.

Section 3.3 There shall be no work stoppage because of jurisdictional disputes.

Section 3.4 The Contractor agrees to have a pre-job conference with the Union in advance of the start of any job, in order to minimize any jurisdictional dispute before the job starts, if requested by either party.

Section 3.5 All temporary heating and cooling, including oil fired unit heaters, refrigeration, air conditioning, and boiling out of boilers, is recognized as the work of the mechanical contractor, with maintenance by United Association members, rather than some other craft.

(a) It is optional with the owner or Contractor to provide temporary heat, and to decide the number of hours it shall be in operation, so long as all phases of maintenance are recognized as work of the United Association, a member of which shall be in attendance during operational periods until the general tests are completed and the mechanical installation is accepted by the owner. The classification of buildings that require temporary heat shall be left to the adjudication of the local conference committees.

(b) When such maintenance is desired by the owner or Contractor, the work shall be paid at straight-time rates, without shift differential except for premium rates to be paid for holiday work as established herein. Where the Federal Fair Labor Standards Act applies to employment, one and one half times the regular straight-time wages shall be paid for all hours worked in excess of forty (40) hours and it is to be understood that the choice of 1, 2 or 3 shifts is the prerogative of the owner or the Contractor.

Section 3.6 This Agreement covers the rates of pay, hours and working conditions of all employees engaged in the installation of all pipefitting systems and component parts thereof, including the cutting of holes for the reception of such pipe, fabrication, assembling erection, installation, testing, balancing, dismantling, repairing, reconditioning, adjusting, altering, serving and handling, unloading, distributing, tying on and hoisting of all piping materials, by any method, including all hangers and supports of every description and all other work included in the trade jurisdiction of the United Association, as defined in the current Constitution of the United Association.

Section 3.7 Intermingling of Employees. It is the intent of the parties that in-plant employees of the Owner will not be assigned to work directly with building and construction trades employees of the signatory Employer on the portion of the work assigned to the signatory Employer by the Owner.

ARTICLE 4 UNION SECURITY

Section 4.1 It shall be a condition of continued employment that all employees of a Contractor signatory to this Agreement, who are performing work covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing during the term of this Agreement. Those who are not members on the effective date of this Agreement shall, on or after the thirtieth day, if engaged in service work, on the seventh day if engaged in construction work following the effective date of this Agreement, become and remain members in good standing in the Union through the payment of the regular initiation fees and periodic dues uniformly required as a condition of acquiring and retaining such membership on the earliest date provided by applicable Federal Law.

Section 4.2 Union members not in good standing in respect to paying initiation fees and dues of the Union, as required in the first paragraph of this clause, shall be discharged from their employment within 48 hours after the contractor has received written notification of the fact from the Union. The Union shall, if requested, provide information in writing substantiating that the employee has failed to comply with the requirements of this Article. Union determination is final.

Section 4.3 Either party to this Agreement shall have the right to reopen the negotiations pertaining to Union Security when the Federal Laws applicable thereto have been changed by giving the other party thirty (30) days written notice.

Section 4.4 The Union may appoint one steward for each shop or job. The Union will appoint a steward on the basis of such employee's tact, diplomacy and capabilities. A steward shall be a working employee. The Union agrees that such duties shall be performed as expeditiously as possible and the Contractor agrees to allow stewards a reasonable amount of time for the performance of such duties. The Union shall notify the Contractor of the appointment of each steward and the Contractor, upon terminating a steward, shall notify the Union of such termination.

- (a) The steward is to receive grievances or disputes from members of his craft and report them to his Business Representatives who shall then attempt to adjust grievances or disputes with the contractor or his representative performing the work. In addition, the steward may, with the consent of the Contractor, attempt to adjust amicably minor differences or misunderstandings arising out of the interpretation or application of this Agreement. These duties shall be performed as expeditiously as possible during regular working hours.

Section 4.5 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.

ARTICLE 5 REFERRAL AND HIRING PROCEDURE

Section 5.1 The Union shall be the source of referral of applicants for employment with the Contractor. Selection by the Union of applicants for referral to jobs shall be on a legal and nondiscriminatory basis. Local Contractors may request the Union for men by name and if said men are unemployed, the Union will dispatch the man or men at once. The Union agrees to furnish competent available journeymen at all times. The Contractor retains the right to reject any job applicant referred by the Union. The Contractor will notify the Union office within 24 hours the reason for the rejection. Nothing in this Article shall prohibit the Contractor from hiring from any other available source, provided any employee so hired is a member of Local 533 or complies with the requirements of Article 4 of this Agreement.

Section 5.2 Apprentices and the administration of the local apprenticeship system shall be governed by the terms and procedures established by the Joint Apprenticeship Committee. The Joint Apprenticeship Committee shall determine the number and placement of apprentices to be selected each year.

- (a) Daytime training for apprentices of Local 533 and signatory contractor may be implemented after June 1, 2006, with the direction and approval of the Joint Apprenticeship Committee.
- (b) All daytime training apprentices shall not work after 11:00 p.m. on the night previous to their day training classes, or before 11:00 p.m. the night of their day training classes.

Section 5.3 The Contractor agrees to hire only qualified Journeymen, Apprentices and Pre-Apprentices for work coming within the scope of this Agreement. "Journeyman" defined as those who have served as apprentices and/or worked at the trade 5 years or more who have passed the applicable examination.

- (a) As the Contractor and the Union have a mutual interest in maintaining the competency and skill of Journeyman employed in the industry and a corresponding high degree of quality work, sixteen (16) hours of trade-related continuing education is required annually for all journeymen. Upon completion of the 16 hours, the journeyman shall retain proof of completion in the form of a hard-copy record, or provide proof through internet-accessed, or other methods approved by the JAC. (Reference Memorandum of Understanding for 16 hours of Continuing Education Program for Pipefitters.)

Section 5.4 Pre-apprentice can apply at any time of year. All applicants must apply at the office of Pipefitters' Local Union No. 533. Pipefitters Local Union No. 533 shall have sole referral of pre-apprentice applicants.

- Pre-apprentice must be accepted by the contractor as an apprentice within the first two (2) years.

- Pre-apprentice must meet regular apprentice requirements.
- Pre-apprentice cannot work on prevailing wage jobs without prior approval of Local 533.
- No pre-apprentice applicants will be referred to Contractor until that contractor's indentured Building Trades Apprentices are employed.
- There shall be no restrictions, except for work requiring certifications and/or welding, on what a pre-apprentice can do.
- Pre-apprentices must successfully complete OSHA 10 training and First aid/CPR training within six months of entering the program. Pre-apprentices are enrolled in the substance abuse testing program.
- New apprentice classes will be selected from public and pre-apprentice applicants.
- All pre-apprentices must be under the direct supervision of a journeyman pipefitter. On a two-person job, one may be a pre-apprentice. On jobs with three or more workers, no more than one-third may be pre-apprentices.
- Contractors with eleven (11) journeymen and less can have one (1) pre-apprentice for every one (1) Building Trades Apprentice shop wide. Contractors with twelve (12) journeymen and more can have one (1) pre-apprentice to two (2) Building Trades Apprentices shop wide.
- Contractor caught violating the program loses the right to have pre-apprentices for a 12-month period.
- Wages: Pre-apprentice shall be paid 40% of Building Trades Journeyman scale.
- Local 533 dues for a Pre-apprentice shall be \$.25 per hour.

ARTICLE 6 MANAGEMENT RIGHTS

Section 6.1 Management shall be the sole determiner of the size and of the work force. Management shall have the prerogative of controlling its operations, introducing new or improved methods or facilities and changing methods or facilities, subject to the limitations set forth in this Agreement and Article 10.1.

Section 6.2 The Union shall not sanction any employee performing any work covered by this Agreement after his regular hours for other than his current employer.

Section 6.3 There shall be no limit to production by workmen nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trade. There shall be no restriction on efficient use of manpower other than as may be required by safety regulations.

ARTICLE 7 EMPLOYEE BENEFIT FUNDS

Section 7.1 On all work performed during the term of this Agreement, the Contractors agree to pay (or, in the case of the Savings Fund, to deduct and transmit) the sums set forth in Article 11 of this Agreement to the Educational fund, the local Welfare fund, the local Pension Funds, the National Pension Fund, and the Savings Fund, pursuant to the Agreements and Declarations of Trust applicable to each such Fund. A copy of each such Agreement and Declaration of Trust together with any amendments thereto shall be attached to this Agreement and shall be considered part of this Agreement as if set forth specifically herein at length.

Section 7.2 It is agreed that the Pension Plan adopted by the Trustees of the said Pension Funds shall at all times conform with 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.

Section 7.3 It is agreed that all contributions shall be made at such time and in such manner as the Trustees require; and the Trustees and/or L.U. 533 where there are no Trustees, shall have the authority to direct an independent Certified Accountant to audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Fringe Benefit Funds.

Section 7.4 Contributions to the funds described in Article 7.1, under this Agreement, shall be payable on or before the 10th day of the month following the month in which the contributions were accumulated. If the contributions are not paid by the 15th of the month, the Union shall be relieved of its no strike obligation with respect to the Contractor involved and shall be free to strike or take other action against such Contractor. The employer shall be liable for all costs for collecting the payments due, including attorneys fees and such late payment fees which may be assessed by the Trustees.

(a) Should a determination be made that there exists or will exist an accumulated funding deficiency for a particular trust under the provisions of the Pension Reform Act of 1974 and the Pension Protection Act of 2006, the parties agree to request the trustees of that particular trust to reduce the benefits in order to correct such under funding, providing, however, that if such reduction is not accepted by the trustees of such trust within thirty days, would be inadequate to correct the under funding, or is not approved by the Secretary of Labor, the parties hereto shall meet and arrive at an agreement for an immediate adjustment of the hourly wage rates in this agreement in order to correct such funding deficiency in such trust fund. In no event shall the total wage and benefit package be increased. If at any time the actuary determines that the funding level is projected to be 82% or below, the Trustees shall implement their own funding improvement plan.

(b) The Contractors agree 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 Association. Any Contractor so adopting as becoming a party to said Agreement and Declaration of Trust thereby ratifies, accepts and designates

as its representatives the Employer Trustees then serving as such and authorize said Employer Trustees to designate additional Employer Trustees and successor Employer Trustees in accordance with the terms and condition hereof.

Section 7.5 The Contractors agree to pay thirty-nine cents (39¢) per hour to an Industry Development Fund, for each hour worked on work coming within the provisions of this Agreement.

Section 7.6 SURETY BONDS

(a) Any Contractor who is delinquent on Fringe Benefits and Savings payments as set forth in Article 11 of this Agreement for a period of two months in any one quarter or for a period of two consecutive months shall be required to post a cash or surety bond in an amount equal to the amount of the delinquency multiplied by six, but not less than \$10,000. Said bond shall run to the benefit of the Trustees of the affected Fringe Benefit Fund and shall be payable when the total delinquency equals or exceeds the amount of the bond, at which time the Contractor shall post another bond calculated pursuant to *Schedule A*.

The bond shall be released when the Contractor remains non-delinquent for a period of twelve (12) consecutive months. If the Contractor fails to post bond within five calendar days of receipt of the written demand or refuses to post such bond, the Union shall immediately be released from its no-strike obligation to such Contractor and shall be free to take such economic action, including strikes, as it deems appropriate against such Contractor until such time as the Contractor becomes non-delinquent and the required bond is posted.

A Surety Bond will also be required of any new Signatory Contractor to this Agreement and/or from any Contractor working in the Union's jurisdiction under a National Agreement, but which is not signatory to this Agreement. Surety bonds for new signatory contractors shall be in effect for the remainder of the current contract period, or for a period of two (2) years, whichever is longer. Surety bonds for Contractors working in the Union's jurisdiction under a National Agreement shall remain in effect for six (6) months after the completion of the job upon which it is working. All such bonds shall be in accordance with *Schedule A*.

The bond shall be made payable to the Pipefitters Association Local Union No. 533 Fringe Benefit Funds. The bond shall contain the provisions set forth below with regard to the time period of the bond. As evidence a bond has been obtained, a copy of the bond shall be delivered to the Pipefitters Local Union No. 533 Fringe Benefit Funds Office.

The amount of the Surety Bond is different for every Employer and is listed below in *Schedule A*. The employer's bond amount within *Schedule A* shall be adjusted to comply with the Surety Bond requirement.

Surety Bonds required by this Section shall be for not less than the following sums in *Schedule A*:

SCHEDULE A

An Employer employing 1 to 5 Employee(s):	\$10,000 Surety Bond
An Employer employing 6 to 10 Employees:	\$25,000 Surety Bond
An Employer employing 11 to 20 Employees:	\$50,000 Surety Bond
An Employer employing 21 to 40 Employees:	\$100,000 Surety Bond
An Employer employing 41 to 60 Employees:	\$150,000 Surety Bond
An Employer employing 61 or more Employees:	\$200,000 Surety Bond

The number of employees listed on *Schedule A* shall be based on the average number of employees that the Employer recorded on reports submitted to the Health & Welfare Fund during the previous calendar year.

For New Signatory Employers and Out of Town Employers, the number of employees for purposes of *Schedule A* shall be projected manpower for the year. The projected manpower estimate is subject to adjustment by Local 533 should the actual manpower utilized exceed the projected manpower.

The Surety Bond shall be issued by a corporate surety whose name appears on the U.S. Department of the Treasury's Circular 570, or a current supplement thereto, as an approved surety licensed in one or more of the following States: Missouri, Kansas, or the State of the Employer's domicile. The penal sum of the Surety Bond must not exceed the surety's underwriting limit stated in the circular. If the penal sum exceeds the underwriting limit, the Surety Bond is acceptable only if: (1) the amount that exceeds the specified limit is coinsured or reinsured; and (2) the amount of coinsurance or reinsurance does not exceed the underwriting limits of the respective coinsurers or reinsurers.

The cost of said Surety Bond will be assumed by the Employer, and the Employer shall take all necessary action to ensure the continued effectiveness of its Surety Bond. The Surety Bond shall be conditioned upon payment by the Employer of all fringe benefits and expenses in their proper amounts as specified in this Agreement. The Surety Bond shall contain a thirty (30) day notification clause to the Union before it can be cancelled or terminated, with a provision for a claim being filed for a one (1) year period following the cancellation or termination. If, or when, such notification is given to the Union, the Union may take any action it may deem necessary within the terms and provisions of this Agreement. The Union shall provide to the Trustees of such Joint Trust Fund(s) (of the parties to this

Agreement) copies of the individual Employer submitted bonding evidence as referenced above.

- (b) In lieu of the Surety Bond required under Section 7.6 (a) of this Article, the Employer may, at his option, furnish a Certificate of Deposit in the same amount as required in *Schedule A*. The Certificate of Deposit must be in a Financial Institution that is insured by FDIC or its equivalent. The said Certificate of Deposit shall be held in escrow by the Trust Department of the Financial Institution. The interest which accrues on the Certificate of Deposit shall be payable to the Employer. The escrow agreement shall provide that the escrow agent (Trust Department of the Financial Institution) shall maintain possession of the Certificate of Deposit until the conditions of the escrow agreement are met.
- (c) In lieu of the Surety Bond required under Section 7.6 (a) of this Article, the Employer may, at his option, provide an irrevocable line of credit, which shall be for a sum not less than that prescribed in *Schedule A* of this Article.
- (d) Proper payments under this Article shall be dispersed in the following order:
- (i) Full Amount due and owing to the Employee's Individual Savings Account;
 - (ii) Full Amount due and owing to the Pipe Fitters Local No. 533 Individual Account Plan;
 - (iii) Full Amount due and owing to the Pipe Fitters Local Union 533 Health and Welfare Fund;
 - (iv) Any remaining amounts shall be distributed pro rata to the Pipe Fitters Local No. 533 Pension Fund; the Pipe Fitters Local Union No. 533 Education Fund; Pipe Fitters Industry Development Fund; the Plumbers & Pipe Fitters National Pension Fund; the Pipe Fitters International Training Fund; Pipe Fitters Local Union No. 533 Target Fund; and Political Action Committee.

Section 7.7 The Employer agrees to make contributions to the Plumbers and Pipefitters National Pension Fund in accordance with the Standard Form of Participation Agreement attached to and made part of this Agreement.

ARTICLE 8

MISCELLANEOUS PROVISIONS

Section 8.1 It is agreed that no demand for any increase in any wage rate above that specified in the said schedule will be made on any job or for any work performed unless mutually agreed upon by the Contractor and the Union.

Section 8.2 The Contractor agrees to furnish (a) clean protective equipment for employees engaged in welding, including goggles and welding gloves, hoods and sleeves, and (b) protective clothing for employees handling or exposed to acids or chemicals and (c) safety equipment that is specified by the customer or contractor.

Section 8.3 Foremen shall report to the Contractor or his designated representative all unsafe or hazardous conditions in, on or about the job.

Section 8.4 Pipe Fitters covered by this Agreement will not be permitted to furnish any type of vehicle for the use of the Contractor. Pipe Fitters reporting for work on any job and then required by the Contractor to move to another job during the same day (a) will be paid the current standard mileage allowance approved and published by the Internal Revenue Service, plus his hourly rate, and (b) will be reimbursed for all parking and toll bridge charges related to such move.

Section 8.5 It is mutually agreed that the Apprentice Program which has been approved by the United States Department of Labor will be put into effect immediately upon the signing of this Agreement without interference from either of the parties.

Section 8.6 The Contractor and employees agree to comply with all safety, sanitary and health regulations prescribed by law on all jobs coming within the jurisdiction of the local union. The Contractor will furnish adequate potable water and toilet facilities where they are not otherwise available within the adjacent area. If in the reasonable judgment of the Contractor and Business Manager or representative an adequate place is not available and weather conditions so require, the Contractor shall furnish a heated area for use of employees during non working hours if the number of employees and the length of the job so warrant.

Section 8.7 Any person who is or becomes an owner, partner or stockholder shall not work with the tools on work covered by this Contract. A person shall be considered an owner, partner or stockholder if he has a ten percent (10%) or more interest in a business.

Section 8.8 In view of the mobility and transitory nature of the employees covered by this Agreement and to facilitate an orderly procedure for affecting a dues' check-off for employees who have authorized such deduction, the Association, as Agent for the Employers, shall operate and maintain a central file and account of all employees who have authorized Employers to make such deduction as payment for their dues.

Section 8.9 The selection of the foreman shall be entirely the responsibility of the Employer. It being understood that any job with two or more Pipe Fitters employed, one shall be a Local 533 member, and he/she shall receive lead foreman's wage. (Reference to foremen in this agreement shall mean Lead Foreman, Foreman, Area Foreman, and General Foreman.)

ARTICLE 9

HOURS OF WORK, OVERTIME AND SHIFT WORK

Section 9.1 Hours of Labor: The maximum of eight (8) hours shall constitute a day's work beginning at 8:00 a.m. to 12:00 noon, 12:30 p.m. to 4:30 p.m. The maximum work week shall be forty (40) hours beginning

Monday 8:00 a.m. and ending Friday 4:30 p.m. Because of traffic, parking or other circumstances, the hours of work on any project may be any continuous 8½-hour period (8 hours work plus 30 minutes for lunch) between 7:00 a.m. and 4:30 p.m., if the majority of the Pipe Fitters on that project, the Contractor and the Union agree. Approval by the Contractor and Union shall not be unreasonably withheld.

(a) Four, Ten Hour Days: When circumstances warrant and when it is mutually beneficial and agreed to by both the Employer and the Union, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 6:00 a.m. and 6:00 p.m. Monday through Thursday, with one-half (½) hour allowed for a lunch period each day. Friday may be used as a make-up day, and if utilized, a minimum of eight (8) hours' work must be scheduled. The make-up day will be voluntary, and a decision not to work may not be held against the employee. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one half (1½) times the regular rate of pay.

Section 9.2 The employer agrees to provide the Union the number of hours worked by Pipe Fitters employed by the Contractor, both Construction and Service, on a monthly basis. The hours reported by the Contractor shall be listed on the report and shall be on a County by County basis, both Missouri and Kansas. The hours reported will reflect the County in which the work was actually performed. The hourly reports are to be sent to the Union Business office on or before the 15th day of the following month. Any Contractors refusing to comply with this provision of the Section shall be considered to be in violation of this Agreement and shall not be subject to the grievance, arbitration procedure or the "No Strike" clause provided under the Collective Bargaining Agreement.

Section 9.3 Overtime Rates. Overtime performed by Journeymen and Apprentices Monday through Saturday shall be paid at the rate of one and one half times the regular rate of pay. Sundays at double time rate of pay. When overtime is worked and employees are required to work more than six (6) hours past their last lunch period, a thirty (30) minute paid meal period will be provided.

(a) When working continuously, the highest overtime rate attained will continue until a break of a minimum of six (6) hours is allowed, then the appropriate pay rate will again apply.

Section 9.4 Holidays. All classifications will receive double time for work on the following designated National Holidays: New Years Day, Memorial Day, Fourth of July, Thanksgiving Day and Christmas Day. If the Holiday falls on Sunday, the following Monday will be observed; if the holiday falls on Saturday, the preceding Friday will be observed. Labor Day will be triple time.

Section 9.5 The Contractor shall allow the employees a reasonable amount of working time, not in excess of 15 minutes, to put away all of the Contractor's tools and equipment prior to quitting time at the end of the day. Employees leaving their job prior to quitting time shall be docked. Workmen shall be at their place of work at the starting time and shall remain at their place of work performing their assigned functions under the supervision of the employer until the quitting time. The parties reaffirm the policy of a fair day's work for a fair day's wages.

Section 9.6 Insofar as is practical, when overtime work is necessary it shall be equally and impartially divided among the members on the job. Men not working on a particular job during regular working hours shall not be brought from other jobs and placed on overtime work while any of the regular crew is available.

Section 9.7 When Journeymen are requested to report for work any time before or after working hours, or on days recognized as holidays, they shall be paid show up time at the overtime rates.

Section 9.8 Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than five (5) consecutive working days. The day shift shall work a regular eight (8) hour shift as outlined in Section 9.1. Employees working second shift shall receive \$.50 premium and perform seven and one-half (7½) hours' work for eight (8) hours' pay. Third shift employees shall be paid \$1.00 premium and work seven (7) hours for eight (8) hours of pay. In the event a first shift is not required, a second and third shift employee shall receive 15% of base rate and receive pay for actual hours worked.

Section 9.9 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-hourly rate of wages, unless he has been notified before leaving his home not to report. An employee who starts to work after two (2) hours shall receive no less than four (4) hours' pay. If the employee continues after 12:30 p.m. he shall receive actual hours worked there after. Exception, however, shall be when work, or when stoppage of work is occasioned thereby, or when an employee leaves work on his own accord, he shall be paid for actual time worked. When the conditions set forth in this paragraph occur on an overtime day, or on shift work, the premium rate shall be paid. When a Contractor considers it necessary to shut down a job to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee, in such cases, employee will be compensated only for the actual time worked unless he has been notified before leaving his home not to report. He shall in such case be paid two (2) hours' show up time.

ARTICLE 10

CONSTRUCTION AND INSTALLATION

Section 10.1 On any job where there are two pipefitters employed, one of the two shall receive lead foreman rate of pay.

(a) The following shall be the minimum ratio of lead foreman, foreman, area foreman, and general

foreman to pipefitters on any job where employees work under the terms of this Agreement:

Number of Pipefitters on Job	The number to the left shall include	Number of Pipefitters on Job	The number to the left shall include
2 to 5	1 lead foreman	41 to 50	1 general, 2 area, 4 foremen
6 to 11	1 foreman	51 to 60	1 general, 2 area, 5 foremen
12 to 14	1 area foreman	61 to 70	1 general, 3 area, 6 foremen
15 to 22	1 area foreman, 1 foreman	71 to 80	1 general, 3 area, 7 foremen
23 to 30	1 area foreman, 2 foremen	81 to 90	1 general, 3 area, 8 foremen
31 to 40	1 general, 2 area, 3 foremen	91 to 100	1 general, 4 area, 9 foremen

Above 100, the number of foremen and area foremen shall be increased in accordance with the formula set forth above.

Section 10.2 If the Contractor requires special uniforms to be worn by Members, the uniform shall be furnished by the Contractor and, when competitively priced, American made.

Section 10.3 The Contractor shall not permit any employees to perform work on a piecework basis, lump sum basis or on any type of subcontract basis whatsoever. The Contractor shall not enter into any separate agreement with employees covered by this Agreement which is inconsistent with, or in order to defeat the terms of this provision.

Section 10.4 No employee shall be required to furnish any tools or safety equipment.

Section 10.5 Apprentices shall not work without direct supervision unless sanctioned by the Joint Apprenticeship Committee.

Section 10.6 On jobs having a foreman, journeymen shall not take directions or orders or accept the layout for any work from anyone except the foreman or direct supervisor.

Section 10.7 All work performed on towers, vessels, structures, tanks and stacks requiring men to work out of a boatswain chair or on a swinging scaffold, or any scaffold more than forty (40) feet high and less than three boards wide or approximately 36", and without hand rail shall be paid at double time rate. The above to mean a 40' free fall as occurs in the erections of stacks, towers and pipes. The above double time does not apply to built-up scaffolding from the ground up, such as "Patent Safe-Way," etc. No journeyman shall be required to work on unsafe or hazardous scaffolding.

Section 10.8 All tools furnished by the Contractors to the workman will be charged to him and he will be responsible for accounting for any loss, provided that he is also equipped with a tool box and lock, the key to which shall be the sole possession of the workman, or a truck which shall also be considered a locked box. If the Contractor deems any such loss of tools as willful, negligent or careless, he may request that the workman appear before the Joint Conference Board.

Section 10.9 Construction and Installation. Employees will furnish their own transportation to and from all projects. No travel pay for the following counties. Kansas: Leavenworth, Johnson, Wyandotte, and Miami. Missouri: Cass, Platte, Clay, Jackson, Lafayette and Ray. All other counties in Local 533's jurisdiction shall be paid at a flat rate of \$22.00 per day effective June 1, 2011. Changes (both increases and decreases) shall take effect whenever the IRS makes a change to the Standard Mileage Rate and shall be agreed to be calculated with an adjustment factor based on the percentage change of the published IRS Standard Mileage Rate. For example, if the IRS Standard Mileage Rate increases from \$0.51 per mile to \$0.56 per mile, then the reimbursement rate will be $0.56/0.51 \times \$22.00 = \24.16 per day.

ARTICLE 11

ECONOMIC PACKAGE AND OTHER CONTRIBUTIONS

Section 11.1 This contract is for three years. Building Trades Journeyman increases in base wages shall be as follows:

June 1, 2011	\$.50 per hour
June 1, 2012	\$.50 per hour
June 1, 2013	\$.50 per hour

Section 11.2 Economic Package (see following pages)

Section 11.3 Contractor will provide a \$6.00 per day parking fee expense for employees working in the downtown loop, when no free parking is available within 1/2 mile of the job site. If a second or third shift is worked, the reimbursement rate will be \$10.00 per day. On June 1 of every year, the Financial Secretary of Pipefitters Local No. 533 and the Executive Director of the Mechanical Contractors Association of Kansas City shall jointly survey the major surface lots within the downtown loop to determine the average early-bird rate being charged which will become the rate for the next year. If the first shift rate is adjusted, the second and third shift rates will be adjusted proportionally.

Section 11.4 Subsistence is reasonable and actual lodging costs to be agreed to by Contractors and Employees, plus meals. This will be paid on out-of-town work when the Pipefitter is required by the Contractor to stay out of town overnight. Effective June 1, 2011, the meal amount shall be \$42.00 per day. Effective February 1, 2012, the meal amount shall be paid based on the U.S. General Services Administration Rate for meals (calculated as the Meal and Incidental Expenses Rate less Incidental Expenses). This rate shall automatically adjust annually every February 1 thereafter. One round trip at the

Section 11.2

A Special Order of Business Meeting was held June 7, 2011, at which time a three-year negotiated contract between Pipefitters L.U. 533 and Members of The Mechanical Contractors Association was ratified. Following is a chart outlining the allocation of the first year's increase, effective June 1, 2011 through May 31, 2012. Distribution of the \$.50 increase due June 1, 2012 and the \$.50 increase due June 1, 2013 will be determined later. Notification will be mailed prior to each effective date.

WAGES – HOURLY RATE ON CHECK		CURRENT RATES	INCREASE	EFFECTIVE 6/1/11-5/31/12	PRE- APPRENTICE
Journeyman		<i>\$39.08</i>	\$0.50	\$39.58	40% of Journeyman Rate \$15.83
<i>Supervision (% Over Journeyman Rate)</i>					
Lead Foreman (2-5 Men)	4%	<i>\$40.64</i>	\$0.52	\$41.16	
Foreman (6-11 Men)	8%	<i>\$42.21</i>	\$0.54	\$42.75	
Area Foreman (12-30 Men)	12 %	<i>\$43.77</i>	\$0.56	\$44.33	
General Foreman (31 &	16%	<i>\$45.33</i>	\$0.58	\$45.91	
JOURNEYMEN DEDUCTIONS AND ASSESSMENTS - PER HOUR WORKED					
Savings (% of Base Wage)		<i>10%</i>	N/C	10%	10%
General Fund Dues		<i>\$0.75</i>	N/C	\$0.75	\$0.25
Political Action Fund		<i>\$0.10</i>	N/C	\$0.10	
Target Fund		<i>\$0.50</i>	N/C	\$0.50	
CONTRACTOR'S FRINGE CONTRIBUTIONS - PER HOUR WORKED					
Pension-(Local) Defined Contribution		<i>\$3.60</i>	N/C	\$3.60	
Pension-(Local) Defined Benefit		<i>\$5.10</i>	N/C	\$5.10	
Pension-National U.A.		<i>\$1.75</i>	N/C	\$1.75	
Health & Welfare		<i>\$7.27</i>	N/C	\$7.27	\$5.00
Industry Development		<i>\$0.39</i>	N/C	\$0.39	
Education		<i>\$1.25</i>	N/C	\$1.25	\$0.10
Intl. Training Fund		<i>\$0.10</i>	N/C	\$0.10	
TOTAL FRINGES				\$19.46	\$5.10
TOTAL WAGE PACKAGE				\$59.04	\$20.93

APPRENTICES AS OF 5/31/2011					
	1ST - 55%	2ND - 60%	3RD - 65%	4TH - 70%	5TH - 75%
BASE WAGE	\$21.77	\$23.75	\$25.73	\$27.71	\$29.69
FRINGES (Per Hour Worked)					
Pension - National U.A.		\$1.75	\$1.75	\$1.75	\$1.75
Pension - (Local) Defined Benefit		\$5.10	\$5.10	\$5.10	\$5.10
Pension - (Local) Defined Contribution		\$3.60	\$3.60	\$3.60	\$3.60
Int'l. Training Fund	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
Health & Welfare	\$7.27	\$7.27	\$7.27	\$7.27	\$7.27
Training	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25
Industrial Development Fund	\$0.29	\$0.31	\$0.33	\$0.35	\$0.37
Total Fringes	\$8.91	\$19.38	\$19.40	\$19.42	\$19.44
DEDUCTIONS (Per Hour Worked)					
Savings	10%	10%	10%	10%	10%
Dues	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75
PAC		\$0.10	\$0.10	\$0.10	\$0.10
TOTAL PACKAGE	\$30.68	\$43.13	\$45.13	\$47.13	\$49.13
APPRENTICES AS OF 6/1/2011					
	1ST - 55%	2ND - 60%	3RD - 65%	4TH - 70%	5TH - 75%
BASE WAGE	\$21.77	\$23.75	\$25.73	\$27.71	\$29.69
FRINGES (Per Hour Worked)					
Pension - National U.A.		\$1.75	\$1.75	\$1.75	\$1.75
Pension - (Local) Defined Benefit		\$5.10	\$5.10	\$5.10	\$5.10
Pension - (Local) Defined Contribution			\$1.00	\$2.00	\$3.00
Int'l. Training Fund	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
Health & Welfare	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Training	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25
Industrial Development Fund	\$0.29	\$0.31	\$0.33	\$0.35	\$0.37
Total Fringes	\$6.64	\$13.51	\$14.53	\$15.55	\$16.57
DEDUCTIONS (Per Hour Worked)					
Savings	10%	10%	10%	10%	10%
Dues	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75
PAC		\$0.10	\$0.10	\$0.10	\$0.10
TOTAL PACKAGE	\$28.41	\$37.26	\$40.26	\$43.26	\$46.26

current IRS rate, as provided in Section 8.4, will be paid on each job and on weekends the contractor shall pay either subsistence for the weekend or round trip mileage to Kansas City, whichever is less. Any employer taking employees of this bargaining unit outside the area covered by this Agreement shall be obligated to apply the terms and provisions of this Agreement to such employment. Further, the employer shall, in such instances reimburse employees for fees and expenses incurred, such as bridge tolls, highway tolls, etc., but excluding any expense customarily included in the daily subsistence rate provided in this Article.

Section 11.5 For purposes of this article, each hour paid for, including hours attributable to show up time, travel 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.

ARTICLE 12

TERMINATION, PAYDAY AND ACCOUNTABILITY

Section 12.1 Wages due shall be paid in cash or check, or by electronic or automatic direct deposit, at the contractor's option, to the employee weekly on the Contractor's pay day, which shall be not later than three (3) working days after the close of the Contractor's payroll period, unless approval of payrolls by government agencies prevents payments within such time. Except in emergencies, any time spent by an employee on such pay day after the end of his shift, or after his return to the shop, waiting for payment of wages due him will be paid for at the applicable rate of pay. Any disputes as to an "emergency" shall be resolved by the Contractor and the Union's Business Representative or Manager.

Section 12.2 Any Contractor who, while on the job, issues checks to his employees within the bargaining unit which are returned because of no funds or insufficient funds or which may be fraudulent, shall be required at the request of the Union to thereafter make payments in cash while working on said job unless extenuating circumstances are shown to exist to the satisfaction of the Joint Conference Board. A Contractor shall be released from the requirements of this clause after three months of satisfactory payment, or sooner if permitted by the Joint Conference Board.

Section 12.3 Any employee who is discharged shall be paid in full without undue delay.

Section 12.4 If a workman quits on his own accord, he shall be paid at the next regular pay day.

Section 12.5 Workmen are to be paid the wages applicable to work performed and in return the Contractors are to receive a fair and honest day's work without any slowing down or stoppage thereof.

ARTICLE 13

NO STRIKE, NO LOCKOUT

Section 13.1 During the term of the Agreement, each of the signatory parties agrees that there will be no strikes, work stoppages or lockouts by members of the Union or by the Employer over disputes over the terms and conditions of this Agreement, provided, however, the Union may strike where an Employer fails to pay wages in full and on time or the Union has been advised by the administrative officer of the fringe benefit funds in accordance with Section 7.4 that an Employer is delinquent in the payments of fringe benefits. It shall not be in violation of the Agreement or of the no-strike clause if members of the Union refuse to cross any lawful picket line. Union is not responsible for unauthorized acts of its members.

Section 13.2 This no-strike, no-lockout commitment is based upon the agreement by both parties to be bound by the Joint Conference Board provisions of this Agreement.

ARTICLE 14

JOINT CONFERENCE BOARD PROCEDURE

Section 14.1 In order to resolve grievances and handle problems of mutual interest, a Joint Conference Board shall be established, composed of ten (10) members with their alternates; five (5) members and their alternates selected by and representing the Association, and five (5) members and their alternates selected by and representing the Union. Three (3) Association and three (3) Union representatives, members of the Board, shall constitute a quorum and all matters shall be decided by a vote of equal number of representatives of each party. A Chairman and a Secretary shall be selected by the Board from its members, one officer to be selected from the Association and the other from the Union members. The Joint Conference Board shall meet once a month, or as often as required to handle the work involved.

Section 14.2 All controversies between the Union or an employee, and the Association or a member thereof, a party of this Agreement, relating to the interpretation or application of this Agreement, or to any incidental legal right or duty resulting from this Agreement, shall be settled in accordance with the provisions of this Article. Such a controversy is a grievance within the meaning of this Article.

Section 14.3 When any controversy or grievance referred in Section 2 of this Article arises, the Union, on behalf of an employee, or the Association, on behalf of a member shall file with the other a claim, in writing, setting forth the claimed grievance within sixty (60) days from the date that the claimed grievance took place. Unless such claim in writing is so filed within sixty (60) days of the date that it is claimed to have taken place, such claim shall be barred.

Section 14.4 Employee grievances may be filed within five (5) calendar days after the grievance has first arisen and processed through the grievance procedure of this Article.

Section 14.5 Whenever a claim is filed in accordance with Section 3 hereof, the Union and the member

concerned, shall meet and attempt to adjust amicably the grievance. In the event the Union and the member concerned fail amicably to adjust the grievance, then a representative of the Union and a representative of the Association shall meet and attempt to amicably adjust the grievance with the consent of the member concerned.

Section 14.6 Where the grievance has not been adjusted in accordance with Section 3 hereof within ten (10) days, then the grievance shall be referred to a Joint Conference Board, without legal representation present.

Section 14.7 In the event the Joint Conference Board cannot agree within ten (10) days on matters in dispute referred to it for decision, then it shall select a disinterested party who shall sit as Chairman of the Joint Conference Board to reconsider and decide the disputed matter and shall reach a decision in not to exceed five (5) days time. Should the Joint Conference Board not be able to agree upon a disinterested party within the five (5) day period, then the matter in controversy shall be arbitrated in accordance with the rules and procedures of The Industrial Relations Council for the Plumbing and the Pipe Fitting Industry. All the decisions of the Joint Conference Board or of the arbitrator, as the case may be, shall be final and binding upon both parties of this Agreement, and may be enforced in accordance with the Missouri Law relating to arbitration awards.

Section 14.8 As to members in good standing with the Association and signatory to this Agreement, there shall be no slowdown or cessation of work by strike or lockout with relation to any grievance pending final settlement of the grievance as provided in this Article.

Section 14.9 The provisions contained in this Article shall be effective only as to members of the Association in good standing, and parties to this Agreement, and only while such member remains in good standing with the Association.

ARTICLE 15 OTHER AGREEMENTS

Section 15.1 Each signer to this agreement is to be furnished with the names of all signers to this Agreement.

Section 15.2 It is understood and agreed that if Local Union No. 533 enters into any Agreement with any Contractor governing work in the area covered by this Agreement upon more favorable terms to such other Contractor than are embodied in this Agreement and if such more favorable terms are allowed to remain in effect such more favorable terms shall be made immediately available to the Contractors signatory to this Agreement.

ARTICLE 16 SUBCONTRACTING

Section 16.1 The employer agrees not to sublet or contract out any work covered herein to be performed at the site of construction unless the Contractor to whom the work is sublet has an agreement with the Union.

ARTICLE 17 LENGTH AND PURPOSE OF AGREEMENT

Section 17.1 Either party may give written notice to open contract for the purpose of combating conditions detrimental to the industry.

Section 17.2 It is not the intention of the parties to this Agreement to violate any existing federal or state law or regulation, however, should any Article, Sections, Paragraph, Sentence or Clause within this Agreement be judged to be illegal or in contravention or violation of any existing law by court of competent jurisdiction, such part or parts shall be held to be inoperative under this Agreement, and shall be renegotiated immediately. All other provisions hereof shall continue to remain in full force and effect to the duration of this Agreement.

Section 17.3 This Agreement contains the entire understanding of the parties and there are no other oral or written understandings supplementary hereto.

ARTICLE 18 DURATION, TERMINATION AND RENEWAL OF AGREEMENT

Section 18.1 This Agreement shall become effective June 1, 2011, and shall remain in effect until May 31, 2014, and shall continue in effect from year to year thereafter unless a written notice of intent to terminate or modify is given by one party to the other ninety (90) days prior to the terminal date of this Agreement.

ARTICLE 19 DRUG ABUSE POLICY

INTRODUCTION

This Substance Abuse Policy has been adopted and implemented pursuant to negotiations between the Plumbers Local No. 8 and the Pipefitters Local No. 533 (hereinafter referred to as the "Unions") and Mechanical Contractors Association of Kansas City (hereinafter referred to as the "Association"). It is understood that Signatory Contractors shall be bound by this policy under the current Collective Bargaining Agreements. Those members are hereinafter referred to as "Contractor" or "Employer." Should any dispute arise with respect to the application or implementation of this Policy between workers employed pursuant to the Collective Bargaining Agreements between the Association and the Unions, such disputes

shall be handled in accordance with the Joint Conference Board Procedure provisions of the Collective Bargaining Agreements.

PURPOSE

It is our policy to provide a safe and healthful workplace for all employees. We understand that the construction industry is an inherently dangerous industry that is internally regulated by a variety of local, state and federal regulations. We recognize the problems and hazards associated with the use of drugs, alcohol and controlled substances. The purpose of this policy and program is to establish and promote a safe, efficient and productive working environment for all employees by providing a workplace and workforce free from illegal drugs, alcohol and controlled substances.

This policy shall apply to all employees performing work covered by the Collective Bargaining Agreements. Each Employer shall have in place a similar policy which shall apply to all other employees. All Signatory Contractors to the Pipefitters Local 533 contract will certify that they have tested all non-collective bargaining unit personnel in their offices in accordance with the Substance Abuse Policy. Certification shall be through a form filled out every six months and forwarded to the Pipefitters Local 533, with a copy to the Mechanical Contractors Association of Greater KC office. The certification form shall be provided to all Signatory Contractors by the MCA of Greater Kansas City.

It is understood that where other labor organizations are involved the Employer will be required to exert its best efforts to comply with this provision. The Unions and Employers intend that this policy shall be a common policy throughout the jurisdiction of the Unions involved. It is further intended that this policy, as written, shall be available to all Employers performing work within the jurisdiction.

POLICY

The use, sale, possession, transfer, manufacture or distribution of illegal drugs, intoxicants and controlled substances is prohibited in or on the Employer's property, job sites or vehicles, or under any circumstances when an individual is acting as a representative, agent or employee of the Employer while conducting company business. Any violation of this provision is cause for immediate discipline, up to and including discharge, as provided herein.

Employees shall not report to work under the influence of any drug, alcoholic beverage, intoxicant, narcotic or other substance which may adversely affect their ability to work or jeopardize the safety of themselves or others. Any violation of this provision is cause for immediate discipline, up to and including discharge, as provided herein. For the purpose of the policy, any employee who tests positive pursuant to the procedures set forth in this policy will be considered "under the influence" and in violation of this substance abuse policy, regardless of whether the use occurred on or off company premises.

Employees using prescription drugs which might impact the Drug Test should report this information, which contains the name of the authorized licensed medical practitioner who prescribed the drug, and the duration of the prescription, to the Clinic or Testing Laboratory immediately prior to any drug screening examination. Any over-the-counter drugs that may impact the Drug Test should also be reported.

It is considered to be a violation of this policy for Employees to report to work or to enter, onto any Employer premises while under the influence of alcohol and/or legal or unauthorized drugs. Failure to submit to any drug/alcohol testing under this policy including but not limited to failure to report in a timely manner to a collection site, sign any approved required consent form or otherwise fully cooperate in the collection of any urine specimen, is also strictly prohibited. Any Employee who violates this policy will be subject to disciplinary action, up to and including, immediate termination.

TESTING

All current employees, including office or salaried employees that have not been previously tested by their employer, will be required to participate in an initial drug screening test upon implementation of this substance abuse policy. The test is required as a condition of employment, and all employees must provide a written authorization and consent form allowing the testing facility to conduct the test. Upon successfully completing the drug screening, the employee will be notified of test results indicating the date of the negative test and the results will be entered into a secure password-protected database. The Unions and the MCA shall jointly select the testing agency which shall be SAMSHA approved.

Certain circumstances support substance testing as a warranted vehicle for determining possible impairment and/or a propensity for substance abuse. These include:

1. Pre-employment testing.
2. Random Testing.
3. Periodic testing.
4. Probable Cause Testing.
5. Work Opportunities Mandated Testing.
6. Post accident or injury testing.

Pre-Employment Testing: The screening of prospective employees will be implemented to ascertain whether an applicant is capable of safely performing the duties of and meeting the prerequisite for the employment offered. Employees subject to the Collective Bargaining Agreements will be subject to screening unless they can show they have had a negative test, in accordance with the terms of this plan, within the six months prior to reporting to a new Employer for work.

Random Testing: Each year, thirty five percent (35%) of the active membership will be required to participate in a drug screening test, as outlined in the Substance Abuse Policy. A portion of the 35% total will be selected each month by a computer-generated random drawing, and employees whose names are

drawn will be required to test, as a condition of employment. They must provide a written authorization and Consent Form allowing testing facility to conduct the test. Upon successfully completing the drug screening, the employee will receive a card indicating the date of the negative test.

Periodic Testing: Anyone not tested in a 24-month period will be selected.

Policy for Local 533 / MCA Random Testing Program

- Starting July 1, 2008 every eligible Pipefitter who completes the member information sheet will be entered into a secure password-protected database.
- Shawnee Mission Corporate Care needs every Pipefitter to fill out a Member information sheet.
- Once the Member information sheet is received at Corporate Care, the employee's information will be entered into a secure password-protected database. Once selected from the Random Pool the member will have 48 hours after being notified to complete the drug screen process, and selections will be made on Mondays, Tuesdays and Wednesdays. Alternatively, a mobile collection unit may be deployed to take the random samples at the jobsite. If the mobile unit arrives at the jobsite and the member is not present, the contractor and member will both be notified, and the member will be considered non-compliant and unable to go back to work until they take a drug test.
- Corporate Care will call the Pipefitter's home and/or cell phone and the employer will be notified at the same time the member is notified. In the case of mobile collection, Corporate Care will contact the employer first to determine where the member is working. If the member is no longer in the contractor's employ, Corporate Care will contact LU 533 and ascertain whether the member is in the employ of another contractor or laid off. The member will be notified he has been chosen to take a random drug test when the mobile unit arrives at the site where he is working.
- The mobile collection may only be used in the following counties. Kansas: Leavenworth, Johnson, Wyandotte, and Miami. Missouri: Cass, Platte, Clay, Jackson, Lafayette, and Ray.
- Pipefitter fringe office will send monthly data reports to Corporate Care to update member contracts.
- Local 533 and Contractor will notify Corporate Care when a traveler leaves the area.
- 1/12 of 35% of the active members will be selected for testing each month.
- Pipefitters who are travelers will be in the mix.
- MCA will send Corporate Care a list of all Employers.

Probable Cause Testing: Substance testing can be implemented when there is "probable cause." Probable Cause shall be defined as those circumstances where there is reasonable suspicion or belief, based upon objective evidence about the employee's conduct in the workplace, that would cause a reasonable person to believe that the employee is demonstrating signs of impairment due to alcohol or drugs. Examples of objective evidence include, when an employee shows signs of impairment such as difficulty in maintaining balance, slurred speech, erratic or atypical behavior, or otherwise appears unable to perform his/her job in a safe or satisfactory manner. The examples noted must be observed and documented by the employee's supervisor and confirmed by the observation and documentation of at least one other supervisory or managerial person. All supervisory and managerial personnel making "probable cause" determinations shall be trained in accordance with this policy.

Work Opportunity Mandated Testing: In all situations where an employer is required to agree to a testing program in order to perform work on the project, testing may be required, but only performed in accordance with these standards or the owner's standards and applied uniformly to all personnel having access to the workplace. There shall be no discrimination against any employee who refuses a job assignment to a project that has drug testing.

Post Accident or Injury Testing: Screening may also be required after any work-related, OSHA reportable, accident or injury, or when damage to company property or other physical damage occurs on company premises, at a job site, or under other work related circumstances, where human error may have been a factor.

Testing Levels: The following initial and confirmation cutoff levels shall be used to determine whether the specimen is positive for the following substances:

<u>Initial and Confirmation Threshold Limits</u>			
NG/ML DRUG	Screen Cutoff	NG/ML DRUG	Screen Cutoff
Marijuana (THCA)	50	Barbiturates	200
Cocaine Metab	150	Benzodiazepines	200
Amphetamines	500	Methadone	300
Opiates	2000	Propoxyphene	300
Phencyclidine (PCP)	25		

Alcohol Content shall not exceed .04%

Testing Cost: The cost of Pre-Employment Testing and Random Testing for Unions' members shall be paid by the MCA Industry Fund. After testing positive, the testing cost for any employee will be paid for by that employee, until he/she has successfully passed a drug test allowing them to return to work. Follow-up testing required by the Employee Assistance Program during the twelve months after a positive test shall be

paid by the MCA Industry Fund, if those tests are negative. Tests will be conducted on the employer's time if costs are paid for by the MCA Industry Fund or by the employer, unless the employee being tested waives this requirement, or the employee is taking a follow-up test after testing positive. All testing laboratories utilized shall be SAMSHA certified.

TEST RESULTS

The Medical Review Officer, who shall be a licensed physician, will review the test results before they are reported to the designated representative of the Employer. The Medical Review Officer will report whether an Employee's test was positive or negative, and if positive, the identity of the substance(s) for which the test was positive. Before reporting a positive test result to the Employee, the Medical Review Officer may advise the designated representative of the Employer of a positive test result without having communicated with the Employee about the test results if the Employee expressly declines the opportunity to discuss the results of the test, or the Employee cannot be reached after reasonable effort by the Medical Review Officer.

If the Medical Review Officer determines there is legitimate medical explanation for the positive test result, the Medical Review Officer will report the test result as negative.

The Medical Review Officer, or a jointly selected Substance Abuse Professional, will also determine whether and when an Employee who has completed a drug/alcohol rehabilitation program may be returned to work. The Medical Review Office or the Employer shall not release the individual test result of any Employee without first obtaining written authorization from the tested individual.

CONFIDENTIALITY

All information generated regarding an employee's drug and/or alcohol test, test results, or rehabilitation is considered confidential. Only the Employer's designated representative, who shall be identified in writing to the Medical Review Officer, shall be disclosed such information.

ACTIONS TAKEN IN RESPONSE TO TEST RESULTS

An Employee whose drug/alcohol test is reported to the designated representative of the Employer as positive by the Medical Review Officer will be subject to disciplinary action up to and including immediate termination. An Employee will be given an opportunity to seek assistance in overcoming a drug or alcohol problem through an Employee Assistance Program. If an Employee refuses assistance, he/she will be terminated. An Employee who refuses to be tested will be treated as having had a positive test result. (Failure to report to a collection site on a timely basis, sign any required consent form or otherwise fail to fully cooperate with the testing procedure will be treated as a refusal to be tested.)

CONTESTED POSITIVE TESTS

Any applicant found in violation of this policy due to a positive test result for a prohibited substance other than alcohol shall have the right to contest the positive test results. Any such applicant or Employee may contact the designated representative of the Employer and request a confirmation test be performed at his/her own expense on the second sample held by the laboratory of his/her choosing in which case the sample will be sent to that lab by the original testing laboratory. The lab that the individual chooses must be SAMSHA certified and the testing limits must be at or below those required by this policy or the Customer's. The individual must exercise this right within 72 hours after having received notice that he/she has a positive test result for prohibited substance(s).

If an applicant's retest is negative and the applicant was not hired due to a positive test for a prohibited substance the applicant will be reimbursed the cost of the test, paid any back wages due, and made re-eligible for hire if work is available.

If an Employee's retest is negative and the Employee was terminated due to a positive test for a prohibited substance, the Employee will be reimbursed for the cost of the test, paid any back wages due and reinstated as an Employee.

In the event of a contested positive test for prohibited substance(s) the Employer shall have the right to have the urine in the second urine specimen tested against the first tested urine specimen to determine if the two specimens match, that is—that both samples are from the same person and were taken during the same voiding of the bladder. Such testing shall include testing of both specimens for pH and specific gravity as well as performing other recognized tests on both specimens.

TRAINING

Supervisors and Managers who may make probable cause determinations will receive training and education regarding the physical and behavioral indicators of probable drug use. Employees shall be disseminated information regarding drugs and their abuse and avenues for confidential rehabilitation and assistance. The Unions and the MCA shall jointly select the agency approved to provide training.

ASSISTANCE PROGRAM

An opportunity to seek assistance in overcoming a drug or alcohol problem through an evaluation and counseling program will be offered to all employees through an Employee Assistance Program which shall be jointly approved by the Unions and the MCA. The cost of the Employee Assistance Program will be paid for and administered by Pipefitters' L.U. 533 Health & Welfare Fund. The benefits to the employee under this program

are specifically limited to those contained in the Employee Assistance Program. Any additional assistance an employee requires in overcoming a drug or alcohol problem shall be borne by the individual employee.

Any employee who tests positive will be offered an opportunity to seek assistance, and will be suspended from work, without pay, until the employee can successfully pass a drug test. Employees participating in or successfully completing rehabilitation or counseling program, will be assigned or reassigned job duties based on the availability of work and other relevant factors.

At the completion of the suspension or recommended counseling and rehabilitation period the employee will be retested. If at that time the test results are again positive, the employee will be terminated. Employees who have successfully completed their counseling/rehabilitation and follow up test must agree to unscheduled random retesting during the period of twelve months from the date of the follow up test. A positive test during this period will result in immediate termination. Second time offenders and employees having an impairment from drug or alcohol use resulting in unsatisfactory performance, serious injury to the employee or another individual or causing substantial damage to equipment or property will be terminated immediately.

APPENDIX SERVICE WORK

Section 1 "Service" is defined as the normal work involved in maintaining and repairing air conditioning, refrigeration, heating systems and all other systems installed under this Agreement. Service shall also include charging, starting up, checking and pumping down either new or old air-conditioning systems and related controls.

Section 2 "Service" shall also be defined to include installation of air-conditioning or refrigeration system—either air or water-cooled compressors—up to a maximum of 5 HP. Multiple installation of small units totaling more than 5 HP, which are either interconnected through the refrigerant circuit or through the use of a common cooling tower, will be considered as installation work. "Service" shall include the installation of residence-type oil burners, gas burners, or stokers.

Section 3 Refrigeration Service. The standard work day for service fitters to be any eight (8) hours per day between the hours of 7:00 a.m. and 4:30 p.m. Time and one-half to be paid to service fitters for work done in excess of eight (8) hours in any one day, in excess of forty (40) hours in any one week except double time for Sundays and Holidays.

Section 4 Repair, Service and Temperature Control Work. Employees may use their vehicle and are to receive three dollars and thirty cents (\$3.30) per hour, while on service and repair work, plus zone travel allowance. Employees while working as outlined in Paragraph above, are to be paid an additional fifty cents (50¢) per hour for an insurance allowance, and employee shall provide evidence of coverage. Vehicle-use fee as outlined above, shall be shown on paycheck as such. Beginning June 1, 2012, annual changes (both increases and decreases) shall take effect on every June 1 and shall be agreed to be calculated with an adjustment factor based on the percentage change of the published IRS Standard Mileage Rate. For example, if the IRS Standard Mileage Rate increases from June 1, 2011 at \$0.51 per mile to \$0.56 per mile by June 1, 2012, then the reimbursement rate for the next year will be $\$0.56/\$0.51 \times \$3.30 = \3.62 per hour. The same type of adjustment shall be made for the insurance allowance.

Section 5

- (a) Where on a job there are two (2) or more Journeymen and one (1) Journeyman is required by the Contractor to assume the responsibility of the job or direct the efforts of other Journeymen, he shall receive applicable foreman rate of pay.
- (b) If the Contractor requires special uniforms to be worn by Members, the uniform shall be furnished by the Contractor and, when competitively priced, American made.
- (c) The Contractor shall not permit any employee to perform work on a piecework basis, lump-sum basis, or on any type of subcontract basis whatsoever.
- (d) No employee on service covered by this Agreement shall be permitted or required to furnish for the use of the Contractor, Presto tank or pipe threading equipment, any tools of any size or length, or any welding equipment.
- (e) No Journeyman or Apprentice shall furnish any tools on installation jobs or on "service," as defined in Article 2. Tools are to be supplied by the Contractor.
- (f) On service, an apprentice is limited only by his qualifications.
- (g) Every effort must be made to rotate night service work and weekend work.
- (h) The Contractor will pay for all toll charges and legitimate parking expenses on service work.
- (i) On jobs having a foreman, journeymen shall not take direction or orders or accept the layout for any work from anyone except the foreman or Contractor.
- (j) When member is required by Contractor to be on call for service work on weekends, he shall be paid two (2) hours of straight time each day, or actual hours worked at the rate stated per contract agreement, whichever is higher.

Section 6 Unless stated otherwise in Service Work Appendix, terms and conditions of current agreement apply.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the date and day first above set forth.

This contract contains a binding arbitration provision which may be enforced by the parties.

**MECHANICAL CONTRACTORS
ASSOCIATION OF KANSAS CITY**

PIPE FITTERS LOCAL NO. 533

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

Patrick M. Jula
Steve L. Frick
James H. Lanning II
James K. Hunsbuckler
Kevin P. Beaudin

Local Union No. 533 of Journeymen and Apprentices
of the Plumbing and Pipe Fitting Industry of the
United States and Canada

Name of Company (Please Print)

Federal Employer Identification No.

By _____
(Signature)

By _____
(Signature)

Date _____

(Printed Name)

Title _____

Date _____

Company Address:

Phone: _____

Fax: _____