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AGREEMENT

ARTICLE 1

EFFECTIVE DATE, TERMINATION AND RENEWAL

Section 1.1 This Agreement made this 1st day of May 2015 by and between the Mechanical Trades and Master Plumbers Association of Central New York, Inc. acting on behalf of its members and other contractors who designate the Association to bargain on their behalf, and Plumbers & Steamfitters Local267; and between various Independent Contractors, and Plumbers & Steamfitters Local 267. This Agreement shall be effective on the 1st day of May 2015 and shall terminate on the 30th day of April 2019. No changes in this Agreement shall be made prior to the termination date unless mutually agreed upon by both parties. This Agreement shall be renewed from year to year after the termination date unless either party notifies the other party in writing at least ninety (90) days prior to the termination date of its desire to amend or terminate the Agreement.

ARTICLE 2

PURPOSE AND DEFINITIONS

Section 2.1 The purposes of this Agreement are (1) to establish the wages, hours, and other conditions of employment, and the rules and

procedures for the settlement of disputes and differences between the parties; and (2) to secure at all times a sufficient number of skilled Journeymen so that the Employer may have sufficient capable Employees and the Employees may have as much continuous employment as possible; and (3) to prevent the waste and unnecessary expense, annoyance and delay caused by strikes, lockouts, or other labor-management disputes.

Section 2.2 "Association" means the Mechanical Trades and Master Plumbers Association of Central New York, Inc.

Section 2.3 "Union" means the Plumbers & Steamfitters Local 267 of the Plumbing and Pipefitting Industry of the United States and Canada.

Section 2.4 "Employer" means any person, firm, or corporation which employs construction Apprentices and Journeymen in the Plumbing and Steamfitting jurisdiction of work.

Section 2.5 "Employee" or "Worker" means a member of the Union or a person who performs work in the jurisdiction of this Agreement and who is in the Bargaining Unit represented by the Union.

ARTICLE 3

GEOGRAPHIC JURISDICTION

The geographical jurisdiction of this Agreement includes the City of Syracuse and all of Onondaga County, which includes the fol-

lowing Towns: Camillus, Cicero, Clay, DeWitt, Elbridge, Fabius, Geddes, LaFayette, Lysander, Manlius, Marcellus, Onondaga, Otisco, Pompey, Salina, Skaneateles, Spafford, Tully, and Van Buren, and the Towns in Madison County which adjoin the Eastern Borders of Onondaga County, comprised of the following Towns: Sullivan, Cazenovia, and DeRuyter. Also, in Cayuga County, the Town of New Hope. Also including the Counties of Chemung, Cortland, Schuyler, Tompkins including Bath, Cincinnatus, Corning, Cortland, Elmira, and Ithaca; the Towns of Covert and Lodi in Seneca County; the Towns of Addison, Bath, Bradford, Campbell, Canton, Corning, Erwin, Hornby, Lindley, Pulteney, Rathbone, Thurston, Tuscarora, Urbana, and Wayne in Stueben County; the Towns of Barton, Berkshire, Candor, Nichols, Richford, Spencer, and Tioga in Tioga County.

ARTICLE 4

RECOGNITION

Section 4.1 The Association, and any other Independent Contractor that may in the future become signatory to this Agreement, hereby recognizes Local 267 of the Plumbing and Pipefitting Industry of the United States and Canada as the sole and exclusive bargaining representative for all Journeymen and Apprentice Plumbers and Steamfitters in the territorial and trade jurisdiction herein set forth.

Section 4.2 The Union and the Employees hereby recognize the Association as the sole and exclusive bargaining representative for all of their Employer members, and for those non-member contractors that have furnished the Association with collective bargaining authorizations.

Section 4.3 All wages and working conditions set forth in this Agreement shall be effective on all work performed by the Employer or by any person, firm, or corporation owned or financially controlled by the Employer in the territorial jurisdiction of the Union as previously described in the Agreement.

Section 4.4 Most Favored Nations Clause. Should the Union enter into an agreement or understanding with any Employer performing work of the type covered by this Agreement, where the agreement or understanding contains terms or conditions more favorable to that Employer than those contained in this Agreement, or should the Union in the case of any Employer which is bound to this form of Agreement countenance a course of conduct by such Employer enabling it to operate under more advantageous terms or conditions than are provided for in this Agreement, then the more favorable terms or conditions shall automatically supersede and displace the less favorable terms and conditions contained in this Agreement. This clause shall not apply to work performed outside the territorial jurisdiction of the Union. This clause shall also not apply to

any project labor agreement where all of the contractor members of the Association have had the opportunity to bid on that particular project utilizing the more favorable terms or conditions, and shall not apply in any situation where the Union, with advance notification to the Executive Director of the Association or his designee, establishes more favorable terms or conditions for a particular project in connection with a market recovery effort to meet open shop competition or to enable the Union to engage in "salting" for the purpose of organizing the employees of contractors not subject to this Agreement. The Union agrees to notify the Association, in writing, that an agreement or understanding of the type referred to above has been entered into and to do so within two weeks of the effective date of that agreement or understanding. In the event of any alleged violation of this Section, the Employer's sole remedy is to apply the more favorable terms or conditions; the Employer shall not seek damages from the Union.

ARTICLE 5

TRADE JURISDICTION

Section 5.1 The Association and the Independent Contractor agree to recognize the jurisdictional claims of the United Association for the Plumbing and Pipefitting Industry that have been established by agreement with other crafts, as contained in the Green Book National Agreement and Agreement of Records.

Section 5.2 When no jurisdictional agreements apply, the Association and the Independent Contractor shall recognize the jurisdictional claims in accordance with the prevailing practice in the area.

ARTICLE 6

EMPLOYER PREROGATIVE

Section 6.1 It is the intent of all parties to this Agreement that the Employee will furnish a full day's work for a full day's pay.

Section 6.2 The Employer shall be the sole determiner of the size and composition of the work force, and the allocation and assignment of work to Employees.

Section 6.3 The Employer shall control its operations, introducing new or improved methods or facilities, subject to the limitations set forth in this Agreement.

Section 6.4 The Union shall not sanction any Employee performing any plumbing, heating, cooling, or pipe work after their regular working hours for other than his current Employer.

ARTICLE 7

DISCIPLINE

Section 7.1 Employees may be terminated only for just cause.

ARTICLE 8

UNION SECURITY AND COOPERATION

Section 8.1 It shall be a condition of employment that all Employees of the Employers covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, or who subsequently become members in good standing, shall remain so. Those Employees who are not members on the effective date of this agreement shall become members on the 8th day following the effective date of this Agreement. It shall also be a condition of employment that all Employees covered by this Agreement, and hired on or after its effective date, shall become members in good standing in the Union on the 8th day following the beginning of such employment.

Section 8.2 The Union agrees to cooperate with the Employers to attain the best possible productivity consistent with fair and reasonable labor practices. The Union will support the Employer's efforts to improve production, establish efficient methods, eliminate waste, conserve tools, materials and equipment, and improve the quality of workmanship.

Section 8.3 The Association and the Independent Contractor agree to pre-job conferences with Union Representatives on all jobs with contracts of \$250,000.00 or more within the trade jurisdiction.

Section 8.4 A Joint Trade Board comprised

of equal representation from the Union and the Associations shall be established to promote productivity, increase the number of hours worked under this collective bargaining agreement and to enhance economic conditions within the industry. The parties agree to hold regular meetings (at least quarterly) to discuss and find solutions to the problem of getting more work for signatory contractors, marketing, relations with owners and users, upcoming projects, employee training, safety and health, cost avoidance and other areas of mutual interest.

ARTICLE 9

NO STRIKE, NO LOCKOUT

Section 9.1 During the term of this Agreement, the parties agree that there will be no strikes or work stoppages by members of the Union, or lockouts by the Employer. However, the Union may strike if: (1) an Employer fails to pay wages in full and on time; or (2) if the Union has been advised by the administrative officer of the fringe benefit funds that an Employer is delinquent in the payment of fringe benefit fund contributions.

Section 9.2 This no strike, no lockout commitment is based upon the agreement by both parties to be bound by the grievance and arbitration provisions. (See Article 24) The Union may strike an Employer which fails to comply with a decision of the Joint Impartial Grievance Committee or an arbitrator.

Section 9.3 It shall not be a violation of this Agreement, or of the no-strike clause, if members of the Union refuse to cross or work behind a lawful primary picket line. Where such a picket line has been set up, every effort shall be made by the Business Representative to make arrangements which will permit the Employees subject to this Agreement to continue to work.

ARTICLE 10

JURISDICTIONAL DISPUTES

Subject to the provisions herein, all jurisdictional disputes not resolved by the parties shall be submitted for final and binding arbitration to the Impartial Jurisdictional Disputes Board for the Construction Industry (hereinafter "Board"), or any successor adopted by the Building and Construction Trades Department of the AFL-CIO and participating Employers. Provided, however, that all Labor Organizations involved in such jurisdictional disputes, and all Employers with whom those Labor Organizations have Collective Bargaining Agreements, and who are involved in such dispute, have also submitted to the jurisdiction of, and have agreed to be bound by, all decisions of the Board. In the event any Labor Organization claiming work jurisdiction from an Employer signatory to this Agreement has a Collective Bargaining Agreement with any Employer which does not provide for settlement of jurisdictional disputes by the Board, then the

parties to this Agreement shall not be subject to the jurisdiction of, nor be bound by decisions of the Board involving such Labor Organizations. In the event the above proviso is complied with, the parties hereto agree to and accept, and shall be bound by, the rules, regulations, and procedures of the Board or its successor as in effect from time to time. There shall be no work stoppage in the event of a jurisdictional dispute.

ARTICLE 11

HIRING PROCEDURES

Section 11.1 Plumbers & Steamfitters Local 267 shall operate on a Referral Hall basis. Employers shall request Employees only during normal working hours. Employers may call any office designated by the Local to request the hiring of Employees only during normal working hours.

Section 11.2 Employers shall request the Union to refer competent and skilled Journeymen, Apprentices, and/or helpers, and the Union will, to the best of its ability, refer qualified personnel for the work for which they were requested.

Section 11.3 Employers shall retain the right to reject any applicant referred by the Union.

Section 11.4 If the Union is unable to furnish Journeymen within 72 hours of the Employer's request, the Employer may secure Journeymen from any other source.

Section 11.5 Journeymen with special skills shall perform any work coming within this Agreement.

Section 11.6 A local Employer may hire a Journeyman Union member of Local 267 without going through the Union, but must notify the Business Manager or Agent within 24 hours of hiring.

Section 11.7 Selection and employment of the required number of Apprentices, and the administration of the local apprenticeship system, shall be governed by the Joint Apprenticeship and Training Committee ("JATC").

ARTICLE 12

PAYDAY AND LAYOFF

Section 12.1 The Employer shall notify the Union's Business Manager or Agent two (2) days in advance of any layoff, when possible. The employer agrees to complete an agreed upon lay-off notice each time an employee is laid-off or terminated from the employer's employment.

Section 12.2 Each Employer shall pay his Employees on or before the fifth (5th) day after the end of each payroll period. When Employees are terminated, whether by layoff or discharge, they shall be paid in full at the time of such termination. If an Employee quits, he will be paid in full at the end of the next payroll period. See Section 12.5

Section 12.3 The Employer shall notify each affected Employee two (2) hours in advance of any discharge or layoff. The Employee shall notify the Employer two (2) hours in advance of his voluntary termination of employment. Journeymen to be laid off or discharged must be allowed at least one (1) hour's notice to pick up their tools, and must be paid wages due them at the time of layoff or discharge, along with their release, to allow them to be off the job at regular quitting time. Please note Section 12.5.

Section 12.4 Contractors working within the jurisdiction of Local 267 shall make arrangements with a local bank for cashing Employee's checks.

Section 12.5 In the event that a scheduled workday runs past the hours scheduled an Employee will be paid for the scheduled hours upon layoff and a check for any additional hours will be sent out on the next normal business day.

ARTICLE 13

WORKDAY/WEEK; REPORTING PAY; OVERTIME; SHIFT WORK AND HOLIDAYS

Section 13.1 The workday shall consist of eight hours on the job beginning at 8:00 a.m. and ending at 4:30 p.m., with one-half hour for lunch from 12:00 to 12:30 p.m. The workweek shall be five (5) days, Monday through Friday, 40 hours per week. By mutual agreement

between the employers and the Business Manager or Business Agent, the starting time may be moved from 8:00 a.m. to 7:00 a.m. The intent of this change is to provide some flexibility due to job conditions and is not to be used to circumvent overtime. When the starting time is moved by mutual agreement, the straight time hourly rate will apply.

Example: If the normal starting time is 7:00 am, then the hours prior to 7:00 am and after 3:30 pm will be paid at the applicable hourly rate as stated in this Article.

Section 13.2 Reporting Pay. Any Employee, who is hired and reports for work at the regular starting time, and for whom no work is provided, shall receive pay for two (2) hours at the regular wage rate. This rule shall not apply if the Employee is notified the previous evening not to report.

Section 13.3 Journeymen and Apprentices shall be paid at least one-half day's pay for part of any day worked. If work started in the forenoon is not completed by noon, requiring Employees' services after 12:30 p.m., such Employees shall receive a full day's pay.

Section 13.4 If an Employer fails to request Employees from the Business Agent by noon of the previous day, such Employees shall have two (2) hours to report to the job on the first day.

Section 13.5 Overtime. All work (except shift work) performed between 4:30 p.m. and 8:00 a.m. Monday through Friday, except as

example in 11.1 states, and all work performed on Saturday, shall be paid at the time and one-half rate up to a total of 10 working hours. Any time worked in excess of 10 hours Monday through Saturday shall be paid at the double time rate. All hours worked Sundays and Holidays will be paid at the double time rate. Employees shall be paid for only hours worked.

Section 13.6 Shift Work. Prior to the start of any shift work, representatives of the Employer, the Union and the Owner shall meet to determine shift requirements.

Section 13.7 In occupied buildings, the Employer may choose to work any shift as required by job conditions. The Employer and Business Manager or Agent shall meet prior to the start of work to determine shift requirements.

Section 13.8 When so elected by the Employer, multiple shifts of at least five (5) days may be worked. When two or three shifts are worked:

- a) The first shift shall work between the hours of 7:30 a.m. and 4:00 p.m. Workers on the first shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.
- b) The second shift shall work between the hours of 4:00 p.m. and 12:00 Midnight. Workers on the second shift shall work seven and one-half (7 1/2) hours, but shall receive eight (8) hours pay at the

regular hourly rate, plus fifteen percent (15%). An unpaid lunch period shall be from 8:00 p.m. to 8:30 p.m.

- c) The third shift shall work between the hours of 12:00 a.m. and 7:30 a.m. Workers on the third shift shall work seven (7) hours, but shall receive eight (8) hours pay at the regular rate, plus twenty percent (20%). An unpaid lunch period shall be from 4:00 a.m. to 4:30 a.m. The third shift may start on Monday morning at 12:00 a.m.
- d) In the event the starting and ending times differ from those listed above, the hourly rates for hours worked shall be paid in accordance with the above schedule. (Example: The second shift starts at 8:00 p.m. and ends at 4:00 a.m. This shift will work 7 1/2 hours, but receive 8 hours pay. The pay rate shall be at the regular rate plus 15% from 8:00pm until 12:00 Midnight. The pay rate after Midnight until 4:00am shall be at the regular rate plus 20%).
- e) No Premium percentage will be paid on overtime hours worked.
- f) Breaks. A fifteen (15) minute paid break will be given to employees during the first 4 hours of any shift worked. Employees scheduled to work more

than eight (8) hours in a day shall be entitled to a ten (10) minute break at their worksite after eight (8) hours.

Section 13.9 There shall be a lunch period of thirty (30) minutes on each shift.

Section 13.10 At the conclusion of the job, the shifts shall be cut back as follows: Third shift cut back first, second shift cut back next, and first shift cut back last.

Section 13.11 Holidays. Overtime wage rates of double time shall be paid for all Employees working on New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

Section 13.12 Holiday Observances. If any of the holidays referenced in Section 13.11 fall on a Saturday, the holiday will be observed on the prior Friday. If the holiday falls on a Sunday, it will be observed on the following Monday.

Section 13.13 On Call-Pay. Employees required to be on call shall receive an on-call stipend at the higher of (1) on-call pay calculated under the policy of the Employer in effect on May 1, 2012 or 3 (three) hours pay at the Employee's base wage.

ARTICLE 14

WAGES

Section 14.1 Plumbers & Steamfitters

Effective 5/01/2015 to 4/30/16

Hourly Rate	\$32.56 per hour
Health & Welfare	\$ 9.45 per hour
Pension	\$10.27 per hour
Annuity	\$ 1.75 per hour
Apprentice Training	\$ 1.00 per hour
International Training Fund	\$.10 per hour
Industry Promotion Fund	\$.05 per hour
Total Package	\$55.18 per hour

Effective 5/01/16 to 4/30/17

Increase total package by \$1.20 per hour. Increase will be allocated prior to 5/01/2016.

Effective 5/01/17 to 4/30/18

Increase total package by \$1.25 per hour. Increase will be allocated prior to 5/01/2017.

Effective 5/01/18 to 4/30/19

Increase total package by \$1.30 per hour. Increase will be allocated prior to 5/01/2018.

Supervision Rates

Supervision Rates will be calculated on the following basis:

Foreman

6% of Total Package*

General Foreman

8% of Total Package*

Senior General Foreman

10% of Total Package*

**Total package amount not to include contributions to Industry Promotion Fund or International Training Fund*

Effective May 1, 2015 Supervision Rates

Foreman

\$3.30 above Journeyman Rate – (6% of total package)

General Foreman

\$4.40 above Journeyman Rate – (8% of total package)

Senior Gen. Foreman

\$5.50 above Journeyman Rate – (10% of total package)

Effective May 1, 2016 Supervision Rates

Foreman

\$3.37 above Journeyman Rate

General Foreman

\$4.50 above Journeyman Rate

Senior Gen. Foreman

\$5.62 above Journeyman Rate

Effective May 1, 2017 Supervision Rates

Foreman

\$3.45 above Journeyman Rate

General Foreman

\$4.60 above Journeyman Rate

Senior Gen. Foreman

\$5.75 above Journeyman Rate

Effective May 1, 2018 Supervision Rates

Foreman

\$3.53 above Journeyman Rate

General Foreman

\$4.70 above Journeyman Rate

Senior Gen. Foreman

\$5.88 above Journeyman Rate

Section 14.2 Apprentice Wage:

Apprentice Wages are at the following percentages of the Journeyman rate:

1st Year	50%	4th Year	70%
2nd Year	55%	5th Year	85%
3rd Year	60%		

**Fringe Benefit Contributions on
Apprentices are as follows:**

Health & Welfare, Personal Account Plan, full contribution immediately.

Defined Benefit (Pension), no contribution for the first year, full contribution at the start of the second year.

Defined Contribution (Annuity), no contributions for the first year, after the first year, Apprentices receive Annuity Fund Contributions at the percentage listed in the schedule above. (Example - 2nd Year Apprentice 55% x \$2.76 = \$1.52 Contribution).

Section 14.3 Working Dues Assessment and Defense Benefit and Building Fund.

Working Dues Assessment: 2% of total package, plus \$.45 per hour for all Journeymen.

Working Dues Assessment for 3rd, 4th, and 5th year apprentices is 2% of total package, plus \$.30 per hour.

Working dues Assessment for 1st and 2nd year apprentices is 2% of total package.

Defense Benefit and Building Fund \$.21 per hour deducted from wages after taxes.

Section 14.4 Industry Promotion Fund Any entity signatory to this agreement shall remit \$.05 (five cents) per hour to the Industry Promotion Fund for all hours worked by Local 267 members. All IPF contributions and copies of the fund office monthly remittance report must be mailed to the Mechanical Trades &

ARTICLE 15

MILEAGE

Section 15.1 All territory within the jurisdiction of Local 267 is considered the working limits of this Agreement. Employees are to report on the job within these limits at the regular starting time, and work until quitting time. No compensation shall be paid for the time traveling to and from jobs located in Local 267's jurisdiction, unless an employee moves from job to job or shop to job during the course of the day.

Section 15.2 Employees shall pay their own transportation costs from their homes to their work within the working limits of this Agreement, except when reporting at the shop.

Section 15.3 All Employee transportation costs, whether within or outside the territorial jurisdiction of Local 267, expended for jobbing (moving from one job to another, or moving between the shop and a job) shall be paid by the Employers at the current allowable IRS mileage rate, per mile.

Section 15.4 When members of the Union are sent to work by their Employers outside the jurisdiction of Local 267, they shall be compensated for ordinary and necessary travel, room and board expenses incurred over their hourly wages. Article 13 shall govern reporting time for work in conjunction with this Article (Workday -Workweek).

Section 15.5 Parking. The employer will endeavor to provide parking as near to the job-site as possible. At customer locations where this is not possible a mutually acceptable arrangement will be made first between the customer and the contractor, the contractor will then work out a mutually acceptable arrangement with the union.

ARTICLE 16

SUPERVISION

Section 16.1 The selection of Craft Foreman and General Foreman shall be the responsibility of the Employer. The Employer will give primary consideration to qualified members in Local 267.

Section 16.2 Not more than one Owner of a firm who is not a Union member will be allowed to work with the tools.

ARTICLE 17

SUPERVISION RATES

Section 17.1 When four (4) Union members are employed on a job; one of them shall be designated as a Foreman. The Foreman shall be paid at the Hourly Rate (Article 14), plus 6% per hour.

Section 17.2 When ten (10) Union members are employed on a job, one of them shall be designated as a Foreman and one designated as a General Foreman. The General Foreman shall be paid at the Hourly Rate (Article 14), plus 8% per hour.

Section 17.3 For each additional eight (8) Union members employed on a job, an additional Foreman shall be required. Each Foreman shall be paid at the Hourly Rate (Article 14), plus 6% per hour.

Section 17.4 When thirty-five (35) Union members are employed on a job, including the Foreman and General Foreman, one must be designated Senior General Foreman. The Senior General Foreman shall be paid at the Hourly Rate (Article 14), plus 10% per hour.

ARTICLE 18

STEWARDS

A Steward shall be a working Journeyman appointed by the Business Manager or Business Agent of the Local Union. In addition to his work as a Journeyman, he shall be permitted to perform during working hours such Union duties as are assigned to him by the Business Manager or Business Agent, and which cannot be performed at other times. It is understood and agreed that the Steward's duties do not include any matter relating to referral, hiring and termination. The Union has agreed that such duties shall be performed as expeditiously as possible, and the Employer has agreed to allow the Steward a reasonable amount of time for the performance of such duties. The Steward shall be included in all overtime. The Steward shall be employed to the last man provided he can perform the work required by the Employer.

ARTICLE 19

APPRENTICES

Section 19.1 The jurisdiction of Apprentice matters shall be governed by the Joint Apprenticeship and Training Committee ("JATC").

Section 19.2 An Employer may request an Apprentice when he has in his employ at least one Journeyman. One (1) additional Apprentice will be allowed for every three (3) additional Journeymen steadily employed, except with special approval of the JATC.

Section 19.3 When so directed by the JATC, the Business Manager may remove Apprentices from the job, or from the Employer, for infractions of the rules governing Apprentices.

Section 19.4 When required, Apprentices shall obtain and retain such licenses, Registration Certificates, or other documents that are necessary to comply with Federal, State, or Local statutes.

ARTICLE 20

EMPLOYEE BENEFIT FUNDS

Section 20.1 Each Employer covered under this Agreement shall make payments as specified herein to the Health Insurance Fund, Pension Fund, Annuity Fund, the Joint Apprenticeship and Training Committee Fund, and any other jointly-administered fringe benefit fund established under this Agreement, for each hour of covered employment worked by covered Employees.

Section 20.2

- a.) The Employers shall comply with all terms and provisions of each Trust Agreement establishing the respective Employee Benefit Funds and shall comply with all policies, rules, and regulations promulgated by the Trustees of the Fund.

- b.) The Association and the Independent Contractor and the Union and all other Employers covered by this Agreement agree to be bound by all of the terms of the Trust Agreements creating the Health Insurance Fund, Pension Fund, Annuity Fund, and Joint Apprenticeship and Training Committee Fund, as established pursuant to Section 302 of the Labor-Management Relations Act, as amended, and by all of the actions and rules of the Trustees administering such funds in accordance with the Trust Agreements. Contribution Rates, Collections Policies and Regulations and Rules shall be consistent with this Agreement. Each Employer covered by this Agreement hereby accepts as Trustees the Trustees appointed under and in accordance with such Trust Agreements. The Employers and the Union hereby ratify all actions already taken or to be taken by such Trustees within the scope of their authority.

c.) **Pension and Annuity Funds**

Notwithstanding any other provisions to the contrary, all contributions to the Pension & Annuity Funds required under this collective Bargaining Agreement are expressly conditioned upon the continued qualification of the Pension & Annuity Funds and its Trust under the Internal Revenue Code of 1986, as amended, including any amendments to the Fund or Trust, and upon their immediate and current deductibility under Section 404 of the Internal Revenue Code of 1986, as amended.

(d.) **Pension Protection Act of 2006.**

Notwithstanding any contrary provisions of this Agreement, the contribution rate for the Pension Fund shall not be less than the amount required under the Rehabilitation Plan adopted by the Trustees on June 16, 2009, as that Plan is, from time to time, amended.

(e) The bargainers agree to permit the Annuity and Health Fund Trustees to accept combined hourly contributions for said Funds to be allocated to participants' accounts and the Health Fund's general account in accordance with the Plans' documents. The specifics of such a procedure will be determined at a later date in 2015.

Section 20.3 The Employer agrees to pay fringe benefit fund contributions monthly, unless the Employer is required to pay weekly as explained in Section 20.9, and to furnish the Trustees of the Funds with monthly reports showing the names, Social Security numbers, hours worked and location of shop or job of each Employee performing work covered by this Agreement. In the event that no workers are employed during the month, a report shall be filed so indicating.

Section 20.4 All payments and monthly reports must be received no later than fifteen (15) days following the end of the month during which hours are worked and for which contributions are required.

Section 20.5 If no payment has been received by the Fund prior to the 30th day following the end of the month during which hours are worked, and for which contributions are required, the Employer shall be judged "delinquent."

Section 20.6 The Union shall withdraw its members from the projects of any Employer that is delinquent in the payment of the contributions and deductions required under this Article, or if the Employer fails to submit a report to the Funds when required. The Union shall give the Employer twenty-four hours notice of the Union's intent to withdraw its members if the Employer corrects the delinquency within the 24 hour period.

Section 20.7 The Trustees of the respective Funds are hereby authorized to collect interest and to establish liquidated damages to be assessed against, and to be paid by, any delinquent Employer who fails to make timely payments to said Funds in accordance with the provisions of this Agreement.

If full payment is not received by the Fund on or before the last day of the month following the month during which hours are worked and for which contributions are required, the delinquent Employer shall be required to pay:

- a) The unpaid contributions; and
- b) Interest on the unpaid contributions at the rate of two percent (2%) per month. Such interest shall commence with the date such contributions were due the Fund pursuant to Section 20.4 of this Agreement; and
- c) Liquidated damages equal to twenty percent (20%) of the unpaid contribution; and
- d) All attorneys' fees, paralegal fees, audit fees, auditor's fees, and other costs of collection.

Section 20.8 The Trustees or Administrators of the several Funds (to which Fund payments are required to be made by Employers under this Agreement) may, for the purpose of collecting any payments required to be made to such

Funds, including damages and costs, and for the purpose of enforcing rules of the Trustees concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief, and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement. In the event it becomes necessary to initiate any such authorized actions against any Employer, such Employer shall be obligated to pay to the respective funds all expenses incurred by the Trustees in such action, including all attorneys' fees, paralegal fees, auditor's fees, audit fees, and other costs of collection.

Section 20.9 Any Employer who has at any time within the life of this Agreement been delinquent twice in his payments of any contribution or fringe benefit deductions required to be made under this Agreement shall be required to pay Employers Contributions weekly, no later than seven (7) days following the payroll period during which the hours were worked.

Section 20.10 Employer contributions shall be made directly to the Syracuse Area fringe benefit plans (the Plumbers & Steamfitters Local 267 Pension Fund; the Plumbers & Steamfitters Local 267 Annuity Fund; the Plumbers & Steamfitters Local 267 Insurance Fund; and the Plumbers & Steamfitters Local 267 JATC) at the Syracuse office and at the rates established pursuant to Article 14.

Section 20.11 Each Employer covered by this Agreement must, prior to performing any work within the territorial jurisdiction of this Agreement, post a payment bond in a form acceptable to the Local Union, as security for the timely payment of contributions and deductions required under this Article. The amount of the bond shall be:

Employees:	Bond Amount:
1-3	\$20,000
4-20	\$50,000
21-40	\$100,000
41-80	\$200,000
81 and Over	Add \$1,000 For Each Employee

The average number of employees shall be the average of the number of employee reported for the employer's two highest months during the proceeding two years. New employers will post a bond based on the expected employment levels during the first year under the contract.

The Union will not permit an Employer to perform any work within such jurisdiction unless and until the payment bond has been secured. The bond shall insure the payment of deductions and contributions to the respective Funds enumerated in this Agreement. Such bond shall be executed by the employer and a corporate surety company licensed to do business in New York State and shall be for the benefit of the Funds. Such bond shall name the Funds as obligee. If such bond cannot be procured, a cash bond must be substituted.

Section 20.12 An Employer may continue to make benefit fund contributions on behalf of a member who accepts a non-bargaining unit position with the Employer (such as project manager or estimator), provided that such contributions shall be made with respect to all hours worked by the employee for the Employer and any related employer. The Funds may require an Employer to sign a participation agreement with respect to payments under this Section.

Section 20.13 The parties have negotiated this Agreement in a health care environment which may significantly change upon the implementation of the Affordable Care Act or the adoption of tax reform. In the event there is a significant increase in the costs incurred by the Insurance Fund as a result of the ACA, a change in the tax exclusion of medical insurance premiums or a restriction on the availability of a subsidy pursuant to the ACA, either party may reopen this agreement for the limited purpose of negotiation over health benefits and directly related issues. If no agreement is reached within 30 days of the first negotiating session following reopening, this Agreement will remain in force for its term.

ARTICLE 21 DEDUCTIONS

The Association and the Independent Contractor and Employer agree to deduct from the Employee's pay and remit same to the Union office, located in Syracuse, NY, such

deductions as Vacation Pay, Dues Check-off, Building and Defense Fund or any other Fund which has been agreed to by mutual consent of both parties. The provisions of Article 20 with respect to payment, late payment, delinquencies, interest, liquidated damages, and all fees and costs, shall apply to deductions under this Article 21.

ARTICLE 22

SUBCONTRACTING

The Employer agrees that he will not subcontract or sublet out any work covered in Article 5 to be performed at the site of any construction, repair or alteration unless the Employer to whom the work is subcontracted or sublet is a signatory to this Agreement.

ARTICLE 23

MISCELLANEOUS PROVISIONS

Section 23.1 When Journeymen or Apprentices are required to report to the shop at night, reporting time shall be early enough to have all business done at the regular quitting time. No Journeyman or Apprentice shall be required to stop at supply house, shop or job for materials before or after working hours unless properly compensated.

Section 23.2 The Employers agree to suspend any Employee if notified by the Union that such Employee is in arrears for Dues or Initiation Fees.

Section 23.3 Authorized representatives of the Union shall have access to jobs where

Employees covered by this Agreement are employed, provided they do not unnecessarily interfere with the Employees or cause them to neglect their work, and further provided such Union Representative complies with customary rules. The Union agrees to obtain liability insurance certificate(s) and indemnification prior to Union officials conducting site visits.

Section 23.4 Each employee shall be required to provide personal tools on each job, consisting of 12" and 6" Crescent wrenches, 25' tape measure, channel locks, and torpedo level. The Employer shall furnish all tools and equipment needed for fabrication and installations. Employees shall be responsible for all tools except when stolen or damaged due to circumstances beyond their control. The Employer shall provide a secure toolbox for tool storage. (Also see Refrigeration Agreement).

Section 23.5 The Employer shall provide all necessary boots and rainwear.

Section 23.6 The Employer will furnish protective equipment to Employees working at welding.

Section 23.6(A) All local 267 members shall have a valid OSHA 10 Hour certification card.

Section 23.7 A superintendent who is not a Union member must direct all orders to and through the highest-ranking Union member on the job.

Section 23.8 At the option of the Employer, all pipe may be fabricated on the job or in a shop within the territory covered by this

Agreement, by Journeymen Employees who are covered by this Agreement. Such Employees must receive the rates of pay and benefits set forth in this Agreement.

Section 23.9 If any provision of this Agreement shall be found contrary to Federal or State Law, the other provisions shall continue in full force and effect.

Section 23.10 The Association and the Independent Contractor and the Union agree that the Union will organize non-signatory Employers.

Section 23.11 Where used in this agreement words in the masculine will also be construed as in the feminine gender.

ARTICLE 24

GRIEVANCE PROCEDURE

Section 24.1 All grievances or disputes arising as to the meaning, application, or observance of any provisions of this Agreement shall be resolved according to the following procedure:

Section 24.2 The dispute shall be discussed and, if possible, resolved on the job site in a meeting of the Union representative and the Employer's representative.

Section 24.3 If a dispute is not settled under Section 24.2, it shall be referred to a Joint Impartial Grievance Committee composed of three (3) Union and three (3) Employer representatives. Said Committee shall meet within

two (2) working days following receipt of written notice to the Union and to the Association and the Independent Contractor from either party to the dispute. The Joint Impartial Grievance Committee reserves the right to make the final decision in any dispute, and final interpretation of any of the provisions of this Agreement.

Section 24.4 In the event of a deadlock by the Joint Impartial Grievance Committee, the Union or the Employer may apply to either the New York State Employment Relations Board, F.M.C.S., or the AAA for a list of three arbitrators. Selection of an arbitrator from the list shall be made by each party striking one of the three (3) arbitrators, with the remaining name to be used. The party who applied for arbitration shall be the first to strike one of the arbitrators.

Section 24.5 The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement.

Section 24.6 Each party to this agreement shall bear the expense of preparing and presenting its own case. The fees and expenses of the arbitration shall be borne equally by the parties. Any stenographic records will be paid by the party ordering the transcript.

ARTICLE 25

**TEMPORARY OPERATION OF
HEATING OR COOLING SYSTEM**

Section 25 The manning of temporary heat as required by job specifications will be manned by members of Local 267.

IN WITNESS WHEREOF, the parties, by their Authorized Representatives, have executed this Agreement effective as of the date specified in Section 1.1, above.

Signed this 7th day of May, 2015

**MECHANICAL TRADES AND
MASTER PLUMBERS ASSOCIATION
OF CENTRAL NEW YORK, INC.**

By: _



Earl R. Hall, MTMPA Executive Director

**PLUMBERS & STEAMFITTERS
LOCAL 267**

By: _



Greg Lancette, LU 267 Business Manage

INDEPENDENT CONTRACTOR:

Name of Contractor

By: _

Date: _

Signature and Title

**APPENDIX A
DRUG AND ALCOHOL POLICY**

WHEREAS, the use of alcoholic beverages and/or illegal drugs while working constitutes a threat to the health and safety of fellow employees and the general public and

WHEREAS the drug-free workplace act and other laws sometimes require employers to certify that it will provide a drug-free workplace;

WHEREAS it is in the best interest of the public, the employer, the union, and the employees to provide a clearly delineated and uniform drug and alcohol policy, it is agreed that,

- All employees are forbidden to use or possess alcohol or illegal drugs at any time during working hours.
- Further, workers are forbidden to engage in any sale or other transaction involving alcohol or illegal drugs on the worksite.
- Any violators of this policy shall be subject to disciplinary action, including discharge.

Employees working directly for owners or employers subject to any specific federal law will receive an additional policy sheet governing any additional requirements.

The Union and Association agree the employer may have a union employee tested for drugs and/or alcohol as a result of any accident or injury the employee may have caused or been involved in.

APPENDIX B

STANDARD FOR EXCELLENCE

Section 1. The United Association Standard for Excellence is incorporated by reference and adopted by the parties to this Agreement.

Section 2. A Labor-Management Committee consisting of three members appointed by the Union and three members appointed by the Association shall be formed to consider any complaint from the Union, any member, applicant, or any signatory employer arising from or relating to the Standard for Excellence.

Section 3. The Labor-Management 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, subtract from, or modify any of the provisions of the collective bargaining agreement, and its decision shall be in accord with the Agreement.

Section 4. A member of the Local who is discharged for cause, pursuant to Section 5.5, three times within a twelve-month period or who has engaged in egregious conduct in violation of the Standard for Excellence shall be referred to the Committee to determine whether and under what circumstances the member may continue to seek referral through the Local Union.

The Committee shall, as soon as possible, conduct a hearing at which it can review the qualifications of the member, the reason for the discharges, or other evidence relating to violation with the Standard for Excellence. The member shall be given an opportunity to appear at the hearing. Neither the Committee nor the member may be represented by an attorney at the hearing.

Section 5. The Committee may issue a final and binding decision providing: (1) that the member obtain further training from the JATC; (2) disqualify the member 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 member to an employee assistance program, if available, for evaluation, treatment, or recommended action; or (4) declare the member eligible for continued referral or employment, pursuant to the collective bargaining agreement, including restoration of the member to his/her appropriate place on the referral list.

Section 6. 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.

Section 7. Nothing in the process described herein shall prevent a member from filing a grievance pursuant to Article 2.2 relating to the underlying termination for cause in a timely manner after that termination occurs. The Committee may not negate action taken to enforce the Drug and Alcohol Policy, including the penalties contained in that Policy.

Section 8. The costs of the Committee shall be borne by the respective parties.

MECHANICAL TRADES AND
MASTER PLUMBERS ASSOCIATION
OF CENTRAL N.Y., INC.



Earl R. Hall, MTMPA Executive Director

PLUMBERS & STEAMFITTERS LOCAL 267



Greg Lancette, LU 267 Business Manager