

AGREEMENT
Between
STEAMFITTERS and PLUMBERS U.A. LOCAL NO. 464
And
MECHANICAL CONTRACTORS ASSOCIATION
Of OMAHA, INC.

June 11, 2017 thru May 30, 2020

TABLE OF CONTENTS

Agreement-----	4
Preamble-----	5
Article I (Recognition)-----	6
Article II (Work Jurisdiction)-----	7
Article III (Territorial Jurisdiction)-----	10
Article IV (Proficiency Improvement)-----	11
Article V (Hiring and Discharges)-----	13
Article VI (Disputes)-----	16
Article VII (Hours of Work)-----	18
Article VIII (Foremen)-----	21
Article IX (Travel Pay & Subsistence)-----	22
Article X (Holidays)-----	24
Article XI (Tools & Equipment)-----	25
Article XII (Wage Rates)-----	26
Article XIII (Fringe Benefits)-----	28
Article XIV (Industry Promotion Funds)-----	30
Article XV (Work Comp & Unemployment)-----	32
Article XVI (Welding Tests)-----	33
Article XVII (Subcontracting)-----	34
Article XIII (Reporting Pay)-----	35
Article XIX (Injury on the Job)-----	36
Article XX (General Conditions)-----	37

Article XXI (Dues Check-Off)-----38
Article XXII (Legality)-----39
Article XXIII (Duration & Termination)-----40
Article XXIV (Harmony Clause)-----41
Article XXV (Pre-Apprentices)-----42
Appendix (A) Authorization & Assignment Dues-----44
Appendix (B) Work Jurisdiction-----45
Appendix (C) Wage Rate & Fringe Benefit Schedule-----50
Appendix (D) UA Standard For Excellence-----52

AGREEMENT

AGREEMENT, Between THE MECHANICAL CONTRACTORS ASSOCIATION OF OMAHA, hereinafter referred to as the "Association," and STEAMFITTERS and PLUMBERS LOCAL UNION NO. 464 OF OMAHA, NEBRASKA hereinafter referred to as the "Union." This agreement is effective from June 11, 2017 through May 30, 2020.

Both Parties agree that if the Negotiating Committee, the Health and Welfare trustees or the Pension trustees develop programs for out-state work agreements, alternative health insurance plans or investment programs respectively , this agreement may be reopened for the express purpose of modifying only the applicable contract section to incorporate those programs.

PREAMBLE

This Agreement is entered into to prevent strikes and lockouts and to facilitate peaceful adjustment of grievances and disputes between employers and employees in this trade, and to prevent waste and unnecessary and avoidable delays and expense and for the further purpose of at all times securing for the employers sufficient skilled workers, and so far as possible to provide for labor continuous employment, such employment to be in accordance with the conditions herein set forth and at the wages herein agreed upon, that stable conditions may prevail in building construction, that building costs may be as low as possible consistent with fair wages and conditions, and further to establish the necessary procedure by which these ends may be accomplished.

ARTICLE I

Recognition

The Association recognizes the Union as the exclusive bargaining representative for all journeymen, apprentices and pre-apprentices employed by signatory employers to perform work of the character specified in Article II hereof, in the territory specified in Article III hereof, and this shall include the classifications of foreman, area foreman, general foreman, apprentices, pre-apprentices and other designations that may be used to describe the same classifications. The Association agrees that during the term of this Agreement, it will not bargain with any other organization or group of employees with reference to wages, hours and working conditions of said employees.

ARTICLE II

Work Jurisdiction

- (a) This Agreement covers all journeymen, apprentices, pre-apprentices, foremen, area foremen, and general foremen engaged in the installation of pipe-fitting systems and component parts thereof, including all;
- (b) Welding, heat treating or stress relieving;
- (c) Bending, threading, fabrication, assembling, erection and installation;
- (d) Testing by any mode or method, including hydrostatic, pneumatic, Magniflux and dye-checking, and all physical assistance to the x-ray process at the job site;
- (e) Internal cleaning of process piping;
- (f) Dismantling, repairing, reconditioning, and storage maintenance at the construction site;
- (g) Adjusting, systems balancing, altering and servicing of such work;
- (h) Cutting and threading of all pipe in the shop or at the job site to be used in the above named systems;
- (i) Handling, unloading, distributing, reloading, tying-on and hoisting of all such piping materials and equipment at the job site by any method including all hangers and supports of every description;
- (j) Cutting of all holes, chasing or channels in connection with the described work;
- (k) Setting of all slashings, sleeves and inserts;
- (l) Heat tracing where the heat producing equipment, apparatus, lines, tubes, pipes or other materials are energized by steam or by a heated fluid;
- (m) All other work included in the trade jurisdiction awards of the Impartial Jurisdictional Disputes Boards and Agreement and decisions of record.

The work jurisdiction as outlined in the above shall not be changed or re-assigned to other crafts because of changes in types of materials or mode of installation.

The following items clarify and supersede the items listed in the foregoing paragraph:

Employer's delivery person may load and/or unload material to/from a lockbox designated as the "drop-box." This condition shall be limited to not more than two (2) lengths of pipe "2" or smaller an/or not more than two (2) containers of materials that can be hand carried.

With regard to setting of sleeves and inserts the following shall apply: It is understood that in those instances when it is required to set a few sleeves or inserts prior to the time that the employer has manned the project with both crafts (plumber and steamfitter) the employer may perform said work with an employee of

the employer's choice from either craft (plumber or steamfitter), provided, however, that the Union is notified by the employer and agrees prior to the installation of the foregoing.

A composite crew of one plumber and one steamfitter may be used to jointly perform a project that consists of both plumbing and steamfitting work requiring a total of 80 hours or less to complete. This section shall not apply to service, control, shutdown or maintenance work.

Subject to the approval of the business manager, where plumbing and steamfitting pipes are to be run on a common trapeze type hanger, a joint crew of plumbers and steamfitters may be used to install the pipes subject to the following:

(1) If the ratio of the total diameter inches of plumbing lines to steamfitting lines is less than 3 to 1, then a composite crew consisting of the same number of plumbers and fitters may be used to install the lines.

(2) If the ratio exceeds the 3 to 1 ratio, but is less than 8 to 1, then the proportion of plumbers and fitters on the crew shall be determined prior to performing the work.

(3) If the ratio exceeds 8 to 1, then the respective trade with the greater number of diameter inches may be designated to run all of the lines on the trapeze.

(b) The parties agree that this article is a material and substantial part of this Agreement, establishing terms of employment, and that the breach of any provision of this article constitutes a substantial breach of this Agreement.

All piping formations for comfort heating and air conditioning will be fabricated and/or assembled in the shop or on the job site within the territorial jurisdiction covered by this Agreement. This includes boiler plants used only for generating steam for comfort heating systems or air conditioning.

All provisions of this article shall apply regardless of who may purchase or furnish the pipe fabrication and assemblies to be erected pursuant to the provisions of this Agreement.

Piping formations 2" in diameter and under shall be fabricated and assembled on the job site or in a shop within the territorial jurisdiction covered by this Agreement.

This Article does not apply to factory fabricated package items and similar equipment; however, custom fabricated items are not considered package fabricated items with respect to the intent of this paragraph.

All other piping not stipulated above shall be fabricated in a shop that, by reason of a collective bargaining agreement or by reason of company policy, pays to Journeymen Pipefitters, Steamfitters and their Apprentices performing such shop

fabrication at a wage rate at least equal to the Davis-Bacon Wage Rate or the Building and Construction Trades Wage Rate, whichever is the higher, established for building and construction work in the geographical area in which the shop is located. The employers agree to furnish to the Association, evidence of compliance with this Davis-Bacon Wage Rate or the Building and Construction Trades Wage Rate Protection Provisions on all projects covered by this Agreement.

Employers shall furnish Davis-Bacon Wage Rate information on all counties where work is performed and shall submit this information to the Association and Union on U.S. Department of Labor Form, WD-10, upon completion of each job.

This Article includes the above work jurisdiction and Appendix (B) which is attached hereto and made a part hereof.

ARTICLE III

Territorial Jurisdiction

This Agreement covers all such work performed in the Nebraska Counties of Adams, Antelope, Arthur, Blaine, Boone, Boyd, Brown, Buffalo, Burt, Butler, Cass, Cedar, Chase, Cherry, Clay, Colfax, Cuming, Custer, Dawson, Deuel, Dodge, Douglas, Dundy, Fillmore, Franklin, Frontier, Furnas, Gage, Garden, Garfield, Gosper, Grant, Greeley, Hall, Hamilton, Harlan, Hayes, Hitchcock, Holt, Hooker, Howard, Jefferson, Johnson, Kearney, Keith, Keya Paha, Knox, Lancaster, Lincoln, Logan, Loup, McPherson, Madison, Merrick, Nance, Nemaha, Nuckolls, Otoe, Pawnee, Perkins, Phelps, Pierce, Platte, Polk, Red Willow, Richardson, Rock, Saline, Sarpy, Saunders, Seward, Sheridan, Sherman, Stanton, Thayer, Thomas, Thurston, Valley, Washington, Wayne, Webster, Wheeler, York; and in the Iowa Counties of Audubon, Carroll, Cass, Crawford, Fremont, Harrison, Mills, Monona, Montgomery, Page, Pottawattamie, and Shelby; and all other counties and/or projects as awarded from time to time to the Union by the United Association.

ARTICLE IV

Proficiency Improvement

(a) Both the Association and the Union recognize that technical advances in the industry require new and greater skills of journeymen. The Association and the Union accept responsibility for continually endeavoring to improve the skills of journeymen and of apprentices, and for assuring, through journeymen and apprenticeship training, under the sponsorship of the Joint Apprenticeship Committee (and in accordance with the rules established by the Federal Committee of Apprentices with respect to apprentice training) an adequate number of workers who are able to enter and to continue in the trade properly equipped to perform it.

(b) The Union will conduct classes of instruction and training to ensure that employees are competent to perform the work claimed under its jurisdiction. The costs of such instruction and training will be paid from the Journeymen and Apprenticeship Training Fund provided for in Article XIII, Section (c) hereof.

Each member, shall complete a minimum of eight (8) credit hours of upgraded Journeyman Training annually. Such training will be completed during evenings, weekends or other convenient non-working times. A maximum of four (4) credit hours in excess of that required may be carried to the next year and counted toward the minimum requirement for that next year. All training shall be performed in accordance with the recognized industrial standards and the appropriate authority shall issue certifications.

Those members working 1000 hours or less in any contract fiscal year for any employer signatory to this Agreement shall be exempt from this provision.

To carry out this provision, the Labor/Management Committee is charged with identifying training needs, developing courses that meet those needs, and recommending to the JATC that such courses be approved for funding. The Labor/Management Committee will meet and develop courses throughout the term of this Agreement.

(c) Both the Association and the Union recognize that there have been many changes and advances in OSHA laws, hazardous materials laws and other governmental standards that require employee training. The Union shall provide training for all of its members which shall include CPR, first aid, and training incorporating the Occupational Safety and Health Training Course in Construction Safety and Health (10-hour OSHA and 30-hour OSHA).

Members who renew their C.P.R. certification and First Aid certification will be credited for three (3) hours of upgraded Journeyman Training for each certification toward satisfying the requirements of subsection (b). Members who first receive and then renew their 30 hour OSHA certification every five (5) years will be credited for two (2) eight (8) hour years of upgraded Journeyman Training in both the year the certification or recertification is received and the year immediately following that year.

(d) It is critical that a substantial number of employees be licensed to do work in the areas of Nebraska and Iowa as set forth in Article III. In recognition of this need, any journeyman obtaining and maintaining a license to work in Bellevue, Lincoln or Fremont, Nebraska shall receive four (4) credit hours of upgraded Journeyman Training for each license held. Journeymen obtaining and maintaining a license to work in the State of Iowa shall receive eight credit hours of upgraded Journeyman Training.

(e) In recognition of the need for certified welders, any journeyman obtaining and maintaining a UA Welding Certification shall receive two (2) credit hours of upgraded Journeyman Training.

(f) The Union shall provide documentation of the completion of mandatory training for each member within 21 days prior to the end of a contract year. The wage increases negotiated under this Agreement shall be contingent upon each individual Union member subject to this provision becoming compliant with the eight (8) hour upgraded Journeyman Training within 21 days prior to the end of a contract year. Those individuals not in compliance with the eight (8) credit hour upgraded Journeyman Training will not receive the raise for that contract year or any subsequent contract year in which the requirement is not met. Individual Union members may take more than the required hours of training in subsequent contract years to reach a wage rate consistent with the number of upgraded Journeyman Training hours they have completed, or remain at a lower wage rate throughout the term of this Agreement. Increases will only be given for each series of eight (8) hours completed, and will only be effective at the beginning of the next wage rate period. The Joint Conference Board or its designee shall resolve any disputes under this provision pursuant to Article VI(c).

(g) The Union and the Association jointly recognize that the training of foremen is essential and in their mutual best interest. Therefore, the Union and the Association agree to cooperate in establishing regular courses of Foreman Training, in addition to the UA/MCAA Foreman Training curriculum, no later than December 31, 2017, to be implemented in January 2018. Candidates for training shall be selected by Employers and the Union, both of which agree to encourage employees to attend and actively participate in this program.

(h) The Union and Association recognize the importance of worker efficiency and attitude. The union shall provide training for all its members in the goals outlined by the UA Standard for Excellence. The UA Standard for Excellence is included in this agreement as Appendix D.

ARTICLE V

Hiring and Discharges

(A) It is agreed that whenever employers who are subject hereto require additional Journeyman, apprentice and/or pre-apprentice steamfitters, they will request the Union to furnish them. Such request will be in writing by either email or fax. The employers shall request additional employees two (2) working days in advance of the time the employees are to report to work. If the Union fails to fulfill the request of the employer after three (3) working days, the employer shall make formal written request of the Union and forward a copy of this request to the Association as a matter of record. If the Union is unable to fulfill this second request after two (2) working days from the date of letter, the employer may secure qualified journeyman steamfitters from any other source. The employers shall accept for employment only qualified journeyman steamfitters. Journeyman steamfitters shall be qualified for employment who have had at least five (5) years actual practical working experience at the steamfitting trade as a journeyman or apprentice in the pipe fitting industry or who have completed their apprenticeship equal to the standards adopted by the National Joint Apprenticeship Committee of the Plumbing and Pipe Fitting Industry or who have had previous employment as a journeyman steamfitter in the geographical area covered by this Agreement with an employer signatory to this Agreement and whose services have proved satisfactory. It is agreed that there will be no discrimination in hiring because of age, race, sex, national origin or creed.

(B) The Union agrees that it will establish and maintain an appropriate registration facility for qualified journeyman steamfitters who are available for employment. The Union agrees to make available the names of journeymen available for employment to signatory employers. The maintenance of this facility shall be in accordance with written rules and regulations which shall be prepared, and conspicuously posted by the Union, and copies of which shall be furnished to the employers for posting at the places where they customarily receive applications for employment.

Referrals from the Union to the employers, in response to requests for journeyman steamfitters shall be made in the following order of priority:

- (1) Employers may request any journeyman steamfitter from the out-of-work list who has been previously employed by the employers in the geographic area covered by this agreement.
- (2) Employers shall make a request in writing, by email or fax for steamfitters with special skills.
- (3) All other requests, in accordance with such nondiscriminatory standards as may be provided for in the aforesaid rules and regulations.
- (4) Employees covered by this Agreement have certain accrued rights or benefits for themselves and their dependents under health and welfare,

pension, vacation, and other benefit plans which accrue to them by virtue of length of employment with employers party to this Agreement and such rights are generally continuous while under employment and remain effective until a certain period of time after layoff or discharge.

The employer shall have the right to determine the competency and qualifications of the job applicant and/or employee, and the right to hire and discharge accordingly. No employee shall be otherwise discharged except for just cause. The employer shall also be the sole judge of the number of workers required on any job or project. The employer shall have the right to reject any applicant referred to the employer by the Union. This rejection will be in writing by either email or fax.

The Union agrees that it will establish and maintain the aforesaid registration facility, and promulgate the aforesaid rules and regulations, and refer the aforesaid job applicants on a non-discriminatory basis, and that none of its actions in connection therewith will be based on or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies, or requirements.

(C) At termination of employment a Notice of Termination shall be filled out by the employer, a copy of which shall be provided to the employee, Union, and the Association. The notice of termination shall be on a form agreed upon by the Joint Conference Board, and furnished to all employers by the Association on its website at www.mca-omaha.org. An employee is not considered terminated until Notice of Termination has been completed and received by the Union and the Association. Any employee who has not received a "Not for Rehire" termination slip shall be eligible for employment with that employer.

(D) To ensure the Standard for Excellence platform as set forth in Appendix D of this Agreement meets and maintains its stated goals, a Productivity Committee is hereby established composed of one member appointed by the Union, one member appointed by the Association, and one Public Member agreed to by both sides. It shall be the function of the Productivity Committee to consider any complaint of the Union or the Association arising from the Standard for Excellence. The Productivity Committee shall have the power to make the final and binding decision of any such complaint. In the absence of a unanimous decision, the Public Member of the Productivity Committee shall make the final determination as to the employee's eligibility for referral from the Out of Work List.

The Productivity Committee shall use the following procedures for employee discipline:

(1) After the first termination for those reasons identified under the Discharge provisions in the Notice of Termination, the employee will meet with the Business Manager, or his/her designee, and receive a verbal warning.

(2) After the second termination for those reasons identified under the Discharge provisions in the Notice of Termination, the employee shall meet with the Productivity Committee which may impose a maximum penalty of not being eligible for the Out of Work List for two weeks.

(3) After the third termination for those reasons identified under the Discharge provisions in the Notice of Termination, the employee shall meet with the Productivity Committee which may impose a maximum penalty up to and including permanent elimination from the Out of Work List.

(4) Any infraction of the Standard for Excellence will be subtracted after two years.

The Productivity Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from or modify any of the provisions of this Agreement, and its decisions shall be in accordance with this document. All cost associated with the enforcement of this provision shall be borne by the Labor Management Cooperation Fund.

(E) Employment of apprentices shall be governed by the provisions of the Joint Apprenticeship Training Program maintained by the signatories to this Agreement. It is agreed, however, that no apprentice shall work alone or with another apprentice but shall be under the direct supervision of a journeyman. However, during the fifth year, apprentices will be allowed to work by themselves on maintenance and repair work. In addition, with the consent of the business manager, any apprentice will be able to work alone. No journeyman shall supervise more than two (2) apprentices at any one time.

Apprentices shall continue to be employed by the same employer and not be subject to mandatory reassignment in the fifth year.

(F) To promote Union labor, a tradesman and/or additional pre-apprentices may be used with permission of the Union on specific jobs to allow the Association and Union to be more competitive. The Business Manager will determine the wage and benefit package and ratio on a project by project basis. There shall be no restrictions placed on the work tradesmen and/or additional pre-apprentices are assigned to perform.

(G) The Union agrees to provide a work referral for each applicant requested by the employer. The Union agrees to attach a copy of the Form I-9 requirements to the work order. Employees are not eligible for employment until the requirements are met.

(H) Employers may implement the provisions of Nebraska State Statutes 48-1901 through 48-1910 in order to establish drug-testing policies.

ARTICLE VI

Disputes

It is agreed by the parties hereto, that there shall be no strikes, lockouts, work stoppages or slowdowns. It shall not be a violation of this Agreement if the members of this Union refuse to cross a picket line.

(a) **Jurisdictional Disputes.** In recognizing the work jurisdictional claims enumerated in Article II above, it is nevertheless understood that the initial assignment of work is to be made by the employer, providing the work to be assigned is in the contract of an employer bound by the terms of this Agreement. The settlement of jurisdictional disputes with other building trade organizations shall be adjusted in accordance with the procedure established by the Impartial Jurisdictional Disputes Board for jurisdictional awards or any successor agency thereof. Any dispute with a U.A. Local shall be settled by the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada.

(b) **Union Representation and Access to Jobs.** Authorized representatives of the Union shall have access to jobs where employees covered by this Agreement are employed, providing they do not unnecessarily interfere with the employees or cause them to neglect their work, and further providing such Union representation complies with customer rules.

A steward shall be a working journeyman appointed by the Business Manager or Business Agent of the Local Union who shall in addition to working as a journeyman, be permitted to perform during working hours such union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the employer agrees to allow the steward a reasonable amount of time for the performance of such duties. The employer shall be notified as to whom are stewards being employed. Stewards shall not have the authority to create a stoppage of work.

(c) **Other Disputes.** Any and all disputes and controversies other than those covered in Paragraph (a) above, that arise as to the meaning, application and/or interpretation of any of the provisions of this Agreement shall be treated as grievances and settled, if possible, by discussion between the employee or steward and the foreman or employer. If not thereby settled, it shall be reviewed immediately by the representative of the employees and the employer or their respective authorized agents. Any grievance, which is not satisfactorily settled in this review, shall be filed in writing, with the Joint Conference Board of the Employees and the Association by the aggrieved party or representative of the aggrieved party. This written filing shall set forth all facts necessary to a proper consideration of the grievance including the time, individual affected, and other essential data, and shall be signed by the aggrieved party.

Any grievance that is not so filed, in writing, within ten (10) working days after it originates, shall be barred, and the parties or party concerned shall not be entitled to any further hearing or action thereon. In addition, either party to this Agreement, as a representative of its members, may file a grievance at any time when it feels that there are provisions of this Agreement that are not being implemented.

The Joint Conference Board shall consist of five (5) representatives selected by the employees and a like number of representatives selected by the Association. One employee representative and one Association representative shall be designated as co-chairpersons and one employee representative and one Association representative shall be designated as co-secretaries of this Board. Meetings of the Board may be called by either chairperson on ten (10) days written notice to the other chairperson, or by mutual agreement of seven (7) of the Board's members.

Grievances properly filed with the Board in the manner noted shall be determined and finally settled by the concurring vote of at least seven (7) members of the Board.

Unless there is express or constructive waiver of the deliberation period, if after not to exceed forty eight (48) hours of consideration of such a grievance, the Joint Conference Board is unable to reach a decision thereon, the Board shall submit the grievance to the Industrial Relations Council for the Plumbing and Pipe Fitting Industry and both parties involved in the grievance shall agree that all terms and conditions of this Agreement shall continue in full force and effect, pending final decision by the Industrial Relations Council. The decision of the Industrial Relations Council on the grievance shall be final and binding upon all concerned.

The expenses involved in the use of the Industrial Relations Council shall be borne equally by the Union and the Association.

ARTICLE VII

Hours of Work

- a) Regular workweek. The regular workweek shall be Monday through Friday.
- b) Regular Work Days. Work may be performed at the straight time rate of pay for the maximum of eight (8) consecutive hours per day between the hours of 6:00 A.M. and 6:00 P.M. Once start time has been established, it must be worked for five (5) consecutive days. This means that employees shall be on the job site, ready to start work at the hours specified. Employees shall be paid for actual hours worked and not time spent for meals.
- c) Absence. In the event that the employee is to be absent from work, the employee must notify the foreman before work commences on that work day. If the employee wishes to leave the jobsite before the end of the work day, the employee must also notify the foreman of this request. The foreman, shall in turn, notify the office on the same day as the absence.
- d) Alternate Work Hours.
 - 1. With notification of the Union, four ten hour days may be worked between the hours of 6:00 AM and 6:00 PM either Monday through Thursday, or Tuesday through Friday.
 - 2. When a holiday falls in the middle of the established four ten work week, the week may be adjusted to allow the employees to work on either Monday or Friday in the week that the holiday occurs to still obtain their forty hours at the straight time rate of pay.
 - 3. If an employee works more than ten hours in one day, the employee shall be paid at the rate of time and one half for additional hours worked. If the forty (40) hour week is Monday through Thursday, time and one half will be paid on Friday if the employee has already worked a forty hour week. If the forty (40) hour week is Tuesday through Friday, time and one half will be paid on Monday.
 - 4. If more than four ten hour days are worked for more than two (2) consecutive weeks, it will no longer be considered a four ten schedule, and will revert back to the applicable rules of a five (5) day, eight (8) hour per day work week.
 - 5. Employees performing remodel work on which the owner specifically designates hours of work other than those provided in this Article will be required to pay only straight time wages for a maximum of eight (8)

hours per day provided the business manager is notified. The business manager may reject the use of the straight time wage.

6. During a work period other than a regular work day, a meal time break will be taken from 6:30 PM until 7:00 PM and from 12:30 AM until 1:00 AM.

e) Overtime

1. All work performed in excess of eight (8) hours per day and/or forty hours per week, and all work performed on Saturday shall be paid at the rate of 1 ½ times the regular hourly rate. All work performed on Sundays and Holidays shall be paid for at the rate of 2 times the regular hourly rate.
2. When an employee works continuously after a regular eight (8) hour work day, all hours worked after the established regular eight (8) hour work day shall be paid at the prevailing overtime rate.
3. When an employee works other than a regular eight (8) hour work day, all hours before or after such a period shall be paid at the prevailing overtime rate for such actual hours worked, provided that the employee was present at the beginning of the shift. If an employee is not present at the beginning of the shift, they must work eight (8) consecutive hours before overtime rates will be paid.
4. A maximum of four (4) hours of service, remodel and repair work may be performed at the straight time rate during other than normal work hours with the approval of the business manager.

- f) Additional Shifts. Shift work may be performed at the option of the employer. However, when shift work is performed, it must continue for a period of not less than five consecutive workdays. The day (first) shift shall work a regular eight hour shift as outlined in Article VII, Paragraphs (a), (b), and (e) thereof. Employees working the second and/or third shifts shall receive pay for actual hours worked. The hourly net taxable wage rate for employees on the second and/or third shifts shall be fifteen (15%) percent over and above the applicable net taxable wage rate. For the purpose of defining the applicable net taxable wage rate for the second and/or third shift, the wage rate for the day on which the immediately preceding day (first) shift occurs shall be used. The employer may fabricate materials on the job site or in the shop for installation by members of the Union on either the second or third shifts. In determining if a job qualifies for second and/or third shift the employer's office operation and/or other of the employer's work projects shall not be considered to constitute the proposed day shift.

- g) Pay Period. The pay period shall begin on Sunday and end at midnight Saturday of each week. Pay Day shall be the third regular work day following the end of each work week not later than the regular quitting time. For the purpose of this Article, regular work days shall be Monday through Friday. Under this subsection only, if a holiday lands on Monday through Friday, it will be considered a regular workday. When an employee is laid off or discharged, the employee shall receive his/her pay at that time. Any employee who voluntarily terminates employment shall receive his/her pay at the next scheduled payday. When apprentices are transferred from one shop to another, they shall be transferred so their employment in the new shop will commence with the beginning of a pay period if possible.
- h) Temporary Heat. Whenever during the period of construction, and prior to acceptance of the systems by an Owner, operation of a boiler at 15 pounds or less steam pressure or 30 pounds or less water pressure, and of 5000 square feet E.D.R. or more of S.B.I. gross steam rating, is required for temporary heating purposes, the operation and maintenance of said boiler shall be performed by Steamfitters.

When automatic operation is possible with permanent control and safety devices installed, operation and maintenance shall be only that time actually required to meet manufacturer's required maintenance schedules. If periodic inspection or intermittent operation of the boiler is required by the employer, such operation will be performed by Steamfitters. If alarm points are connected to a central monitoring panel, all service calls shall be made using Steamfitters at rates in keeping with those set out elsewhere within this Agreement.

When continuous hand operation of a boiler is required, a Steamfitter shall be in charge during such period of operation. Shift work may be performed when deemed necessary by the employer in two (2) or three (3) regular eight (8) hour shifts. The standard workday shall be eight (8) hours of continuous employment including a lunch period. Forty (40) hours shall constitute a week's work. All work in excess of eight (8) hours per day and all time worked on either of the two scheduled off days shall be paid for at the rate of time and one-half, except that if both scheduled days are worked, the first day shall be paid for at the rate of time and one-half and the second day shall be paid for at the rate of double time. All holidays worked shall be paid for at the rate of double time.

ARTICLE VIII

Foremen

(a) Where on any job the working force reaches four (4) or more, one (1) journeyman shall be a foreman. When the working force reaches eleven (11), one (1) shall be an area foreman and one shall be a foreman. When the working force reaches twenty-one (21), one (1) shall be a general foreman, and two (2) shall be foremen. When the working force reaches twenty-six (26), one (1) shall be a general foreman and three (3) shall be foremen, and for each additional five (5) employees, one (1) shall be a foreman. For every four (4) foremen, there shall be one (1) additional area foreman. A foreman shall not be restricted from working with the tools of the trade if and when supervisory duties permit.

(b) After a job requires, as outlined above, a foreman, or area foreman, or a general foreman, this top position shall remain throughout the life of the project.

(c) Rate of Pay. Percent applied to base wage plus vacation.

1. Foreman, 10% above journeyman to even cents.
2. Area Foreman, 15% above journeyman to even cents.
3. General Foreman, 20% above journeyman to even cents.

ARTICLE IX

Travel Pay and Subsistence

Each employee shall commence work at the job site at the time applicable as set forth in Article VII – Hours of Work – herein.

A. Work within a Free Zone. Each employee shall provide his/her own transportation to and from each job site within a “Free Zone”. The Omaha Free Zone for service work and construction work for those employees whose employer's shop or base of operation to which (s)he is permanently assigned is in the Omaha area is defined as the following Nebraska counties: Douglas, Sarpy, Cass, Washington, Lancaster, Saunders, and Dodge, and the following Iowa counties: Harrison, Shelby, Pottawattamie, Cass, Mills, Montgomery, Fremont, and Page. The Lincoln Free Zone for service work and construction work for those employees whose employer's shop or base of operation to which (s)he is permanently assigned is in the Lincoln area is defined as the following Nebraska counties: Lancaster, Gage, Saline, Seward, York, Jefferson, and Fillmore. For those employees with permanent residence in the cities of Grand Island, Hastings, Norfolk, Columbus, and Kearney, Nebraska, a 50 mile radius Free Zone is in effect from the applicable City Hall. Employees shall not be required to use their own vehicles for transportation of tools or materials.

(1) In the event that an employee is required by the employer to travel during the workday from one job location to another job location within the Free Zone, the following shall apply:

- (a) If the employer provides transportation between locations, the employer shall also transport the employee back to his/her own vehicle. The employee shall be paid straight time wages for the time spent in travel between locations.
- (b) If the employer requires the employee to travel between locations but does not furnish transportation therefore, the employee shall receive, in addition to wages, an amount equal to the current Internal Revenue Service mileage reimbursement rate for each mile necessarily traveled between locations.
- (c) Employees are permitted to carry material or tools in their vehicle up to the volume of a 5-gallon bucket, not to exceed 25 pounds, in order to perform warranty, punch list, minor repairs, or new project start up. In addition to wages, they will receive an amount equal to the current Internal Revenue Service mileage reimbursement rate for each mile necessarily traveled between locations.
- (d) No mileage shall be charged by the employee for the trip from the office of the employer to the first job assignment on the first employment.

(2) If free parking space is not available within six blocks of the building site the employer will make every effort to provide on-site parking. In the event that neither is available, the employer agrees to provide parking facilities within six blocks of the building site in a manner that provides one parking spot for each foreman. This provision pertains to the downtown area bounded on the South by Leavenworth Street, on the North by Cuming Street, on the East by the Missouri River and on the West by 24th Street. This provision pertains also to the following complexes: University of Nebraska Medical Center, University of Nebraska at Omaha and Creighton University.

B. Work Outside of a Free Zone. Where the job site is located outside of a Free Zone, the following shall apply:

- (1) The employer may elect to hire employees at the job site; the Union and the employer shall negotiate an amount for travel and subsistence to such jobs or projects to be received by each employee in addition to wages.
- (2) When an employee is directed by an employer to report to a job site outside of the Free Zone and negotiations between the Union and the employer have not been held, the following shall apply:
 - (a) The time consumed by the employee in such travel beyond the Free Zone shall be paid for at the employee's basic straight time rate regardless of when it occurs.
 - (b) If the employer does not provide transportation, the employee shall receive, in addition to wages per paragraph B (2) (a) above, an amount equal to the current Internal Revenue Service mileage reimbursement rate for each mile necessarily traveled beyond the Free Zone in one trip or in such greater number of trips to and from the job site as are directed by the employer.
 - (c) Any employee who is directed by the employer to stay overnight or longer shall receive all amounts necessarily expended for room and board during such period.

ARTICLE X

Holidays

The following days shall be recognized as Federal Holidays hereunder: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day; and, if a holiday falls on Sunday, the following Monday shall be observed.

ARTICLE XI

Tools and Equipment

Each employee shall provide, at the employee's own expense ordinary working apparel, one pair of 6" minimum pliers and a six-foot folding rule. The employers shall provide, at their own expense, all other tools of the trade. All tools and any other items furnished by the employer to the employee shall remain the property of the employer.

All tools or other items, furnished by the employer to the employee are the responsibility of the employees. Tools are to be locked up at the end of each shift, in boxes provided by the employer, and each and every employee is required to return all tools to the tool boxes, and to report to the employer, or the foreman, known losses of tools immediately upon discovery of the loss.

Employees are permitted to carry tools up to the volume of a 5-gallon bucket, not to exceed 25 pounds as described in Article IX of this agreement.

Any losses of these tools caused by neglect, carelessness, or negligence shall be paid for by the employee responsible. The employer shall direct the employee, in writing (with copy to the Union), to reimburse the employer for the losses. No payroll deductions will be permitted.

Any dispute arising between an employer and employee regarding the responsibility for the loss of tools or payment thereof shall be resolved as set forth in Article VI of this Agreement.

The employer agrees to furnish: (1) protective equipment for employees engaged in welding, including goggles and welding gloves, hoods and sleeves; and (2) protective clothing for employees handling or exposed to acids or corrosive chemicals. In addition, when the owner of a project requires safety-toed boots and/or prescription safety glasses, and when the employee submits a receipt showing the purchase of these items, the employer will reimburse 50% of the purchase price of these items, up to \$50.00 for prescription safety glasses and \$80.00 for safety-toed boots once per year.

ARTICLE XII

Wage Rates

(A) All employers shall make the following payment throughout the term of this Agreement for each hour of work performed by the employees covered hereunder, less any mandatory and elective tax deferred monies directed by the employee toward the 401(k) Plan and to be paid as provided in Article XIV(b). The Union agrees that these rates shall remain in effect throughout such period.

Any changes in pay rate that fall on Thursday through Saturday shall be effective the following Sunday. Any change that falls on Monday through Wednesday shall be effective from the previous Sunday. The JAC will notify the employer of any anniversary dates of apprentices sixty (60) days prior to any such anniversary dates.

If an employee is injured and cannot perform the work covered in this Agreement, but can return to work assigned to light duty within doctor's restrictions, the employee may be allowed to work for a rate consistent with work assigned provided there is mutual consent between the employer and the employee. If the employer and the employee do not agree on a light duty work assignment, the employer will not interrupt the employee's workers compensation.

For the period from June 11, 2017 through May 26, 2018 one dollar and forty cents shall be added to the gross wage to be distributed between net taxable wage and fringes as determined by the union.

For the period from May 27, 2018 through May 25, 2019 one dollar and thirty five cents shall be added to the gross wage to be distributed between net taxable wage and fringes as determined by the Union.

For the period from May 26, 2019 through May 30, 2020 one dollar and thirty cents shall be added to the gross wage to be distributed between net taxable wage and fringes as determined by the Union.

It is the intent of this Agreement that a portion of the funds contributed to the education fund will be used to pay for the expenses for journeyman training up to 50% of all costs including wages reimbursed by the Union. Training programs to be funded shall receive the approval of the business manager prior to being funded. For budgeting purposes, there will be a \$50,000 maximum per contract year.

It is also the intent of this Agreement that \$.03 for each hour worked will be dedicated within the Industry Development Fund for a scholarship fund to aid the children, grandchildren and dependents of members of Local 464 and employers signatory to this Agreement with higher education costs. The details of the scholarship program will be determined by mutual agreement between the parties to this Agreement. When the Scholarship Fund becomes self-sufficient, the \$.03 will be allocated \$.015 to the Union and \$.015 to the Association.

(B) C.O.P.E. On all work performed during the term of this Agreement, employers agree to pay the amount set by the Union as shown on the wage rate and benefit schedule in Appendix (C), including the appropriate time and one-half or double time rate, from the taxable wages of covered employees to the Steamfitters Local Union 464 C.O.P.E. Fund. Payment shall be billed and collected through Benesys Plan Administrators.

(C) P.A.C. Fund If during the life of this Agreement, the Union establishes a P.A.C. Fund, the employers agree to pay an amount to be set by L.U. 464 as shown on the wage rate and benefit schedule in Appendix (C) from the taxable wages of participating employees, to the Steamfitters and Plumbers L.U. 464 P.A.C. Fund for each hour worked after the P.A.C. Fund is established. All rates will be paid at the appropriate time and one-half and double-time rates. Payment shall be billed and collected through Benesys Plan Administrators.

(D) Industry Advancement Fund. On all work performed during the term of this Agreement, employers agree to pay the amount set by the Union as shown on the wage rate and benefit schedule in Appendix (C), including the appropriate time and one-half or double time rate, from the taxable wage of covered employees to the Steamfitters Local Union 464 Industry Advancement Fund. Payment shall be billed and collected through Benesys Plan Administrators.

1. The Industry Advancement Fund shall be separately administered according to rules designed to promote union labor by making signatory employers competitive. The application of these dues assessments shall be on an equal basis, available to all signatory employers upon appropriate notice, and handled in a neutral fashion.

(E) Extension Fund. On all work performed during this Agreement, employers agree to pay the amount set by the Union as shown on the wage rate and benefit schedule in Appendix (C), including the appropriate time and one-half or double time rate, from the taxable wage of covered employees to the Steamfitters Local 464 Extension Fund. Payment shall be billed and collected through Benesys Plan Administrators.

ARTICLE XIII

Fringe Benefit Funds

(a) Fringe Benefit Funds: All employers bound by this Agreement consent to continue throughout its term to pay into each respective Fringe Benefit Fund the sum per hour for each hour worked by journeymen and apprentices, hereunder, as shown on the wage rate and benefit schedule in Appendix (C). All employers shall make contributions to the following Fringe Benefit Funds:

- (1) Health and Welfare Fund
- (2) Pension Fund
- (3) Journeyman and Apprenticeship Training Fund
- (4) Vacation Fund
- (5) 401(K) Fund
- (6) International Training Fund
- (7) National Pension Fund

The Agreement and Declaration of Trust, as amended, pertaining to the establishment and operation of each respective Fund, is incorporated herein by reference. The employer agrees to be bound by all terms and conditions of each and designates as its representative the Employer Trustees serving under the terms of the Trust as well as such further Employer Trustees who may be appointed pursuant to the terms of each Trust.

(b) Contributions:

(1) It is agreed that all contributions to the Funds, listed in Section (a) above, shall be made at such time and in such manner as the Trustees require, and the Trustees shall have authority to retain an accountant or accounting firm to perform payroll audits of the employer to determine whether contributions have been made on behalf of all employees covered by the Agreement.

(2) Trustees of the Health and Welfare Fund, Pension Fund, Vacation Fund, Education Fund and the 401(K) Fund may require a payment bond, in the amount of \$25,000 per Fund of any employer having employees covered by this Agreement, as security for the proper payment of contributions to the various funds.

(3) Payments to the Funds, together with completed reporting forms, are due no later than the fifteenth (15th) day of the month following the end of the month for which they are payable. Payment to each Fund shall be directed to Benesys Benefit Plan Administrators, 8960 L Street, suite 101 Omaha, NE 68127 or to any other third party as directed by the Board of Trustees of each respective Fund. In addition to the Funds found in Article XIII, Section (a) above, payment to the Industry Promotion Funds as outlined in Article XIV to this Agreement and payment to the Steamfitters and Plumbers Local 464 Industry Advancement Fund, Steamfitters and Plumbers Local 464 C.O.P.E. Fund, Steamfitters and Plumbers Local 464 P.A.C. Fund, and Steamfitters and Plumbers Local 464 Extension Fund in the amount due under the

contract shall be remitted no later than the 15th of each month to Benesys Plan Administrators.

(4) Elective deferrals to the Steamfitters & Plumbers Local 464 401(K) Retirement Plan shall be remitted on a weekly basis to a lock box designated by the Board of Trustees. These deferrals shall be received no later than the close of business on the seventh business day following the pay day in which the deferrals were made.

(5) Fringe benefits are considered part of the wage package. The Administrator and/or the Trustees shall send a written notice of delinquency to the last known business address of any delinquent employer. The Administrator and/or Trustees shall send a copy of each notice of delinquency to the Union and the Association.

Where an employer fails to file reports and make contributions on the due date, they shall be assessed liquidated damages in the amount of ten percent (10%) of the amount due and interest at the prime interest rate as published in the Wall Street Journal on the date the delinquency commenced plus 2 percentage (2%) points or double interest. In addition, the employer shall be obligated to pay all reasonable expenses incurred by the Fund in enforcing the payment of contributions and other amounts due, including, but not limited to, reasonable attorney's fees, accountant's or auditor's fees, and court costs.

It shall not be a violation of this Agreement for any employee to refuse to work for such an employer until fringe benefits are paid in full. The Union shall notify the employees of each delinquent employer, advising them that their employer is delinquent in paying the fringes. The Union shall send a copy of such notice to the Association. It shall not be a violation of this Agreement for the Union to refuse to allow an employee to work for a delinquent employer until fringe benefits are paid in full.

(6) The employer's liability for payment shall not be subject to the grievance or arbitration procedure or the "no-strike" clause provided under the Agreement.

(7) The sums paid into each respective Fund are in no event to be returnable to or recoverable by the employers paying them.

ARTICLE XIV

Industry Promotion Funds

(a) Industry Development Fund. The employers agree to pay to the Industry Development Fund on each hour worked the amount as shown on the wage rate and fringe benefit schedule in Appendix (C) on work coming within the provisions of this Agreement. The Industry Development Fund is to be administered in accordance with an Agreement and Declaration of Trust that shall be used for the purpose of promoting the good and welfare of this industry in accordance with purposes set forth in the declaration.

It is agreed that no funds shall be used to assist any employer involved in a strike, work stoppage or picketing of this or any other union, or to promote, aide or assist any anti-union program or activity.

Employers working under the terms of this Agreement shall contribute to the Industry Development Fund.

(b) Labor Management Cooperation Committee and Fund. The parties agree to participate in the Labor Management Cooperation Committee, or its successor, which is established under the authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. 175(a) and 302(C)(9) of the Taft-Hartley Act, 29 U.S.C. 186(c)(9). The purposes of this committee are:

1. To improve communications between representatives of the labor and management;
2. To provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
3. To assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
4. To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the construction industry;
5. To enhance the involvement of workers in making decisions that affect their working lives;
6. To expand and improve working relationships between workers and managers;
7. To encourage free collective bargaining by establishing continuing mechanisms for communication between employers and their employees through Federal Assistance to the Formation and Operation of Labor-Management Committees.

8. To do any and all other lawful activities authorized under the Act.

(c) The Employers agree to pay to the Industry Development Fund and the Labor Management Cooperation Fund the amount as shown on the wage rate and fringe benefit schedule in Appendix (C) for each hour worked. Payment will be made Benesys Benefit Plan Administrators in the same manner as all payments made pursuant to Article XIII, with all timelines and penalties being applicable to this provision.

The employer agrees to be held liable for any expense of auditing plus all reasonable legal fees and court costs when the same are necessarily incurred to collect delinquent contributions.

ARTICLE XV

Worker's Compensation & Unemployment Compensation

During the term of this Agreement, the employers shall carry Worker's Compensation Insurance or qualify as self-insurers in the manner provided by the applicable state Workers' Compensation Law and shall elect to become subject to the provisions of the Unemployment Compensation Law, irrespective of the number of employees that they may have. If requested by the Union, the employer shall furnish proof of coverage for Workers' Compensation and/or Unemployment Compensation.

ARTICLE XVI

Welding Certification

When the employee is required to have a UA weld certification, the employee will acquire the certification on their own time and at no expense to the employer.

ARTICLE XVII

Subcontracting

The employers agree not to sublet or contract any work covered herein unless the employer to whom the contract is sublet is in agreement with the provisions hereof.

When two or more persons go into the plumbing or pipefitting business, one (1) member of the firm will be allowed to work with the tools.

ARTICLE XVIII

Reporting Pay

Any employee for whom no regular work is provided after reporting for work at the regular starting time, who remains at the jobsite for two (2) hours and performs any work assigned, shall receive pay for two (2) hours at the prevailing rate of wage, unless notified before leaving home not to report. When weather, safety or strike conditions make it impossible to put an employee to work, or where stoppage of work is occasioned hereby, or when an employee leaves work on his/her own accord, he/she shall receive pay only for hours worked.

If after starting work, conditions dictate stoppage of work within two hours after starting, the employee shall, nonetheless, receive two hours pay at the prevailing rate for that day, provided that the employee remains at the job site and available to resume work for the balance of that two hour period. In the event that the employee elects to leave the job site prior to the expiration of that two hour period, the employee shall receive pay only for the portion thereof that the employee remains at the job site and available to resume work.

ARTICLE XIX

Injury On The Job

Any employee covered by this Agreement who, as a result of injuries received on an employer's job during the course of employment is required to leave the job site on which the employee is working in order to obtain medical examination, aide or treatment for such injuries, shall not have deducted from employee's wages such time spent traveling to or from or in waiting to receive necessary attention, however, such shall not exceed four (4) hours straight time pay and pertains only to the day during which said injury is received, and not beyond 4:30 p.m. of that day, nor beyond the end of the regular shift that day if other than 4:30 p.m.

ARTICLE XX

General Conditions

(a) The Association shall furnish a list of all members of the Association to Local No. 464. When a new member has joined the Association, Local No. 464 will be notified immediately in writing of the name and address of the new member. If a member quits the Association, Local No. 464 will be notified immediately in writing the date that the member quits the Association.

(b) The employer and the Union will jointly make every effort to have the architects and/or engineers include in the mechanical section all items belonging within our industry to fabricate, furnish and/or install.

(c) The employer and employee shall abide by all safety rules and regulations as provided under OSHA and enforced by the Nebraska and/or Iowa State Labor Departments.

Employers shall establish safety committees in compliance with LB 757 passed by the Nebraska Legislature in 1993. The committees shall consist of equal numbers of employers and employees. Employee members of these committees shall be chosen by asking for volunteers. If more employees volunteer than there are positions available, the membership shall be determined by random selection.

(d) On all steamfitting installations covered by this Agreement, a journeyman steamfitter, a member of the Union, shall be on the job site in the employment of the employer at all times and for such time as actual physical work is to be done on the installation covered by this Agreement.

(e) Labor Management Committee. There is hereby established a committee to be known as the Labor Management Committee which shall consist of a minimum of twelve (12) members, six (6) members to be appointed or elected by the Association and six (6) members of the Union appointed by the Business Manager, and a maximum of fourteen (14) members, seven (7) appointed from the Union and seven (7) from the Association, each of whose terms shall coincide with the term of these Articles of Agreement. In general the purpose and function of such committee shall be to meet and confer together at such times and places as a majority of said committee shall determine, and for the purpose of studying such matters, problems and other things relating to the good and welfare of the industry as a whole, and to make such recommendations to the Association and the Union for solutions to such problems, the adoption of programs designed to improve the good and welfare of the industry, and to promote industrial harmony and public welfare.

ARTICLE XXI

Dues Check-Off

After receipt from an employee of a signed authorization the employer will make weekly deductions from the employee's earnings in an authorized amount as union dues. The authorization shall be on the form attached hereto as Appendix (A) and made a part of this Agreement.

The term "Union Dues", as used herein, does not include base dues, fines or any special assessments. Deductions will be made weekly and the employer shall have no obligations to collect the dues of any employee whose earnings in that week are insufficient to cover the dues.

Dues collected by the employer pursuant to this article shall be paid to the Union by check not more than thirty (30) days after deductions for dues.

The Union shall hold the employer harmless from any loss on account of its performance under this article.

ARTICLE XXII

Legality

It is the intention of both parties to this Agreement that, if this Agreement or any part or parts thereof, violate any federal or state laws, such part or parts are to be deemed void and of no effect. All other parts of this Agreement are to remain in full force and effect.

ARTICLE XXIII

Duration and Termination

This Agreement shall become effective June 11, 2017 and shall continue in force until May 30, 2020, unless notice of termination or modification is given in writing by either party to the other sixty (60) days prior to the anniversary date.

ARTICLE XXIV

Harmony Clause

During the term of this Agreement, both parties agree that when an employer is bound by contract to a so-called "Harmony Clause" with an owner, agent, or prime contractor, there will be no work stoppages, strikes, slowdowns, or lockouts by members of the Union or by the employer provided however, that 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 that an employer is delinquent in the payment of fringe benefits.

A "Harmony Clause" shall be defined as a section in a construction contract which stipulates that an employer working under the terms of such agreement shall suffer damages or termination of the contract if unable to continue, within strict time limitations, the performance of the work assigned to the employer due to work stoppage for any reason other than outlined above.

Upon notification by the employer of the inclusion of a "Harmony Clause" within a pending contract, representatives of the employer, Union and Association shall initial one copy of the pending contract, acknowledging notification and implementation of this provision on the project to which it applies. The Association will retain one copy of initialized agreements on file.

ARTICLE XXV

Pre-Apprentices

Steamfitters and Plumbers Local 464 Pre-Apprenticeship Program shall be a two (2) year program. The selection process will be administered by the Trustees of the Steamfitters and Plumbers Local 464 Joint Apprenticeship Program.

At the end of the second year of the pre-apprenticeship, the pre-apprentice may be inserted as a direct entry into the apprenticeship program as a second year apprentice if there is an opening in the apprenticeship program. If there is no opening, he/she will remain as a pre-apprentice until an opening becomes available.

The pre-apprentice shall attend classes during the two (2) years of the Pre-Apprenticeship Program. The class curriculum shall be the same as that of a first year apprentice of the Steamfitters and Plumbers Local 464 Joint Apprenticeship Program, however it will be taught over the course of two (2) years.

The pre-apprentice may become a member of the local union after a six month probationary period, and will be subject to all conditions set forth in the Constitution of the United Association in regards to apprentices.

An employer shall be eligible for a pre-apprentice under the following:

- (a) An employer is eligible for one (1) pre-apprentice if at least one apprentice is employed by the employer;
- (b) Once the employer has three (3) apprentices in his/her employ, the employer shall be eligible for an additional pre-apprentice.
- (c) For every additional three (3) apprentices employed thereafter, the employer shall be eligible for an additional pre-apprentice.
- (d) If at any time during the term of this Agreement the number of apprentices falls below seventy-five (75), the ratio of pre-apprentices to apprentices shall be adjusted to ensure that no fewer than twenty-seven (27) pre-apprentices are available.

If the ratio of pre-apprentices to apprentices falls below the guidelines above as a result of the employer's reduction in force, the pre-apprentice must be returned to the union hall for reassignment to another eligible employer.

If the ratio of pre-apprentices to apprentices fall below the guidelines above as a result of action by the Joint Apprenticeship Committee, a voluntary quit, or discharge for cause as set forth on the Notice of Termination, the employer may continue to employ the pre-apprentice assigned pursuant to (a) through (d) above.

A request for a pre-apprentice shall be placed with the union and the union shall determine whether the criteria set forth in (a) through (d) above have been met. If the union is unable to provide a pre-apprentice within five (5) days of the request, the employer may hire a pre-apprentice and register the pre-apprentice with the union prior to assigning him/her to a job site.

Pre-apprentices shall not be restricted on the work that they can perform. The employer can use any combination of pre-apprentices, apprentices and journeymen. Use of the pre-apprentice shall not be job specific. It shall be the sole decision of the employer on which job(s) the pre-apprentice(s) shall be utilized.

Wages for a first year pre-apprentice shall be fourteen dollars (\$14.00) per hour and fifteen dollars (\$15.00) per hour for a second year pre-apprentice. From these wage rates, the employer shall contribute forty cents (\$.40) per hour into the Steamfitters and Plumbers Local 464 401(k) for each pre-apprentice employed. The employer also agrees to contribute \$4.00 per hour for every hour worked into the Health and Welfare Fund for each pre-apprentice employed. Overtime and double-time rates shall apply.

APPENDIX (A)

Voluntary Check-Off

Authorization and Assignment of Union Dues

I, the undersigned, do hereby authorize the _____, my employer, to deduct each week from my wages working dues in the amount of \$_____ or whatever amounts that may hereafter be established in accordance with the Steamfitters L.U. 464 Constitution and By-Laws.

I further authorize the Company to remit such monies to the Financial Secretary Treasurer of Local Union No. 464, and in so doing, agree that the Company shall be saved harmless for such deductions made in conformance with this authorization. This authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Company, or for one year, whichever is the lesser. This authorization is voluntarily made in order to pay my fair share of the Union's costs of representing me for purposes of collective bargaining and this authorization is not conditioned upon my present or future membership in the Union. In addition, this authorization is made with specific understanding that it is not a condition of employment with my employer. This authorization shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless I give written notice to the Company and the Union, at least 60 days and not more than 75 days before any periodic renewal date of this authorization and assignment of my desire to revoke the same, whether or not I am a member of the Union.

I further authorize the employer to withhold Industry Advancement, organizing and C.O.P.E. deductions.

Signature

Date

APPENDIX (B)

All work included in the Appendix which is attached hereto forms a part of this Agreement. All work jurisdictional herein is subject to trade jurisdictional awards of the Impartial Jurisdictional Disputes Board and Agreements and Decisions of Record.

1. All piping for plumbing, water, waste, floor drains, drain grates, supply, leader, soil pipe, grease traps, sewage and vent lines.
2. All piping for water filters, water softeners, water meters, and the setting of same.
3. All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures, appliances, hydronic solar panels and the handling and setting of the above mentioned equipment.
4. All water services from mains to building, including water meters and water meter foundations.
5. All water mains from whatever source, including branches and fire hydrants, etc.
6. All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc.
7. All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and washrooms, shower stalls, etc.
8. All bathroom, toilet room and shower accessories, i.e., as towel racks, paper holder, glass shelves, hooks, mirrors, cabinets, etc.
9. All lawn sprinkler work, including piping, fittings, and lawn sprinkler heads.
10. All sheet lead lining for x-ray rooms, fountains, swimming pools or shower stalls, tanks, or vats for all purposes and for roof flashings in connections with pipe fitting industry.
11. All fire stand pipes, fire pumps, pressure and storage tanks, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories, and all piping for sprinkler work of every description.
12. All block tin coils, carbonic gas piping, for soda fountains and bars, etc.

13. All piping for railing work, and racks of every description.
14. All piping for pneumatic vacuum cleaning systems of every description.
15. All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil, or gas, used in connection with railway cars, railway motor cars, and railway locomotives.
16. All marine piping, and all piping used in connection with ship building and shipyards.
17. All power plant piping of every description.
18. The handling, assembling, and erecting, of all economizers, super-heaters, regardless of the mode or method of making joints, hangers, and erection of same.
19. All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc.
20. All soot blowers and soot collecting piping systems.
21. The setting, erecting, and piping, for all smoke consuming and smoke washing and regulating devices.
22. The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards, and other controls used in connections with power, heating, refrigerating, air conditioning, manufacturing, mining and industrial work.
23. The setting, erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers, and all piping for same in power houses, distributing and boosting stations, refrigeration, bottling, distilling, and brewing plants, heating, ventilating and air conditioning systems.
24. All piping for artificial gases, natural gases, and holders and equipment for same, chemicals, minerals and by-products and refining of same, for any and all purposes.
25. The setting and erecting of all underfeed stokers, fuel burners, and piping, including gas, oil, power fuel, hot and cold air piping, and all accessories and parts of burners and stokers, etc.
26. All ash collecting and conveyor piping systems, including all air

washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.

27. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, and mixing devices, and piping thereto of every description.
28. The setting, erection and piping of all cooling units, pumps, reclaiming systems, and appurtenances, in connection with transformers, and piping to switches of every description.
29. All fire extinguishing systems, and piping whether by water, steam, gas or chemical, fire alarm piping, and control tubing, etc.
30. All piping for sterilizing, chemical treatment, deodorizing, and cleaning systems of every description, and laundries for all purposes.
31. All piping for oil, or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.
32. All piping for power, or heating purposes, either by water, air, steam, gas, oil chemicals, hydronic solar panels or any other method.
33. All piping, setting and hanging of all units and fixtures for air conditioning, cooling, heating, dehumidifying, roof cooling, refrigerating, ice making, humidifying, dehydrating, by any method, and the charging and testing, servicing of all work after completion.
34. All pneumatic tube work, and all piping for carrying systems by vacuum, compressed air, steam, water, or any other method.
35. All Piping to stoves, fire grates, blast and heating furnaces, ovens, dryers, heaters, oil burners, stokers and boilers and cooking utensils, etc. of every description.
36. Piping in connection with central distributing filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorination, and chemical treatment work, and all underground supply lines to cooling wells, suction basins, settling basins, and aeration basins.
37. All process piping for refining, manufacturing, industrial, and shipping purposes, of every character and description.
38. All air piping of every description.
39. All temporary piping of every description in connection with building

and construction work, excavating and underground construction.

40. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, counterflashings, thimbles, hangers, conduit and boxes, used in connection with pipe fitting industry.
41. The handling and setting of boilers, setting of fronts, setting of soot blowers, and attaching of all boiler trimmings.
42. All pipe transportation lines for gas, oil, gasoline, fluids, and liquids, water aqueducts, and water lines, and booster stations of every description.
43. All acetylene and arc welding, brazing, lead burning, soldered and wiped joints in connection with the pipe fitting industry.
44. Laying out cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.
45. All methods of stress relieving of all pipe joints made by every mode or method.
46. The assembling and erecting of tanks, used for mechanical, manufacturing, or industrial purposes, to be assembled with bolts, packed, or welded joints.
47. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipe fitting industry.
48. The operation, maintenance, repairing, servicing, and dismantling of all work installed by journeymen members of the United Association.
49. All piping for cataracts, cascades, (i.e., artificial waterfalls), make-Up water fountain, captured waters, water towers, cooling towers, And spray ponds, used for industrial, manufacturing, commercial, or For any other purposes.
50. Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, wood, or any kind of material, or product manufactured into pipe, usable in the pipe fitting industry, regardless of size or shapes.
51. Heat tracing of every description whether the heat producing equipment, apparatus, lines, tubes, pipes, cables, tapes or

material are energized by steam, hot water, thermo conduction or convection or by any other mode or method.

(D)

STANDARD FOR EXCELLENCE

MEMBERS AND LOCAL UNION RESPONSIBILITIES

To ensure the UA Standard for Excellence platform meets and maintains its goal, 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 crafts workers 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 craft workers 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

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, journey-workers 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

PROBLEM RESOLUTION THROUGH THE UA STANDARD FOR EXCELLENCE POLICY

Under the UA Standard for Excellence it is understood, that members through the local union, and management through the signatory contractors, have duties and are accountable in achieving successful resolutions.

MEMBERS AND LOCAL UNION RESPONSIBILITIES

- 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 the 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 with 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

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

ADDITIONAL JOINTLY SUPPORTED METHODS OF PROBLEM RESOLUTION

In the event an issue is irresolvable at this level, the local or the contractor may call for a contractually established labor management meeting to resolve the issues

- Weekly job process meetings should be conducted with job stewards, UA supervision and management
- The local or the contractor may involve the customer when their input is prudent in finding a solution
- Foremen, general foremen, superintendents and other management should be educated and certified as leaders in the UA Standard for Excellence policy

EXECUTED in triplicate at Omaha, Nebraska, this 11 day of June, 2017.

ATTEST:

MECHANICAL CONTRACTORS
ASSOCIATION OF OMAHA, INC.

By _____

Executive Vice-President

President

ATTEST:

STEAMFITTERS and PLUMBERS LOCAL
UNION NO. 464 OF OMAHA, NEBRASKA

By _____

Secretary

Business Manager