

# Agreement

BETWEEN THE

GREATER BOSTON  
PLUMBING  
CONTRACTORS  
ASSOCIATION

AND

PLUMBERS AND GASFITTERS  
LOCAL UNION NO. 12

of the

UNITED ASSOCIATION OF  
JOURNEYMEN AND APPRENTICES

of the

PLUMBING AND PIPEFITTING  
INDUSTRY OF THE  
UNITED STATES AND CANADA

September 1, 2021

to

August 31, 2025

## Cities and Towns within Jurisdiction of Plumbers Union Local #12

Acton	Essex	Melrose	Sudbury
Amesbury	Everett	Merrimac	Swampscott
Andover	Foxboro	Methuen	Tewksbury
Arlington	Forge Village	Middleton	Topsfield
Ashland	Framingham	Millis	Tyngsboro
Avon	Franklin	Milton	Wakefield
Ayer	Georgetown	Nahant	Walpole
Bedford	Gloucester	Natick	Waltham
Bellingham	Graniteville	Needham	Watertown
Belmont	Groveland	Newbury	Wayland
Beverly	Hamilton	Newburyport	Wellesley
Billerica	Haverhill	Newton	Wenham
Boston	Hingham	Norfolk	Westford
Boxboro	Holbrook	No. Andover	Weston
Boxford	Holliston	No. Reading	Westwood
Braintree	Hopedale	Norwood	West Newbury
Brookline	Hopkinton	Peabody	Weymouth
Burlington	Hudson	Plainville	Wilmington
Byfield	Hull	Pepperell	Winchester
Cambridge	Ipswich	Quincy	Winthrop
Canton	Lawrence	Randolph	Woburn
Carlisle	Lexington	Reading	Wrentham
Chelmsford	Lincoln	Readville	Islands of
Chelsea	Littleton	Revere	Boston Harbor
Cohasset	Lowell	Rockport	Long Island
Concord	Lynn	Rowley	Boston Harbor
Danvers	Lynnfield	Salem	
Dedham	Malden	Salisbury	
Dracut	Manchester	Saugus	
Dover	Marblehead	Scituate	
Dunstable	Marlboro	Sharon	
	Maynard	Sherborn	
	Medfield	Somerville	
	Medford	Southborough	
	Medway	Stoneham	
		Stoughton	
		Stow	

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# AGREEMENT

AGREEMENT as mutually made and entered into on September 1, 2021 between the members of the GREATER BOSTON PLUMBING CONTRACTORS ASSOCIATION (GBPCA) who employ Union Help, hereinafter called the Association and the other employers for whom it has bargaining rights, and LOCAL UNION NO. 12 of the UNITED ASSOCIATION OF PLUMBERS & GASFITTERS, each party to the Agreement acting through their duly authorized officers namely: The President and Clerk-Treasurer of the Association and the President, Financial Secretary-Treasurer and Business Manager of LOCAL UNION NO. 12 as subscribed hereto, WITNESSED.

## ARTICLE I

WHEREAS, it appears to the satisfaction of the members of the GBPCA and Local Union No. 12 of the United Association of Plumbers as hereinbefore described, that the best interests of the individual members thereof will be established, promoted and protected by mutual compact for the establishment and maintenance of a standard rate of wages and for the conservation and propagation of sufficient labor, and for the settlement of differences which may arise between the members of the respective organizations.

## ARTICLE II

The employers agree to employ members of Local Union No. 12 to do their work within the territory to which this Agreement applies as long as Local No. 12 is able to supply them with reliable, competent and otherwise satisfactory licensed Plumbers, Gasfitters, Pipe and/or Drain Layers.

It is further agreed that Plumbers Local Union No. 12 and its representatives and officials will secure a sufficient number of competent licensed Plumbers, Gasfitters, Pipe and/or Drain Layers to supply the requirements of the other party to this Agreement at all times.

It is also agreed that Plumbers Local Union No. 12 or its representatives shall be given due notice of such requirements, and after such notice from the GBPCA or any signatory contractors, Plumbers Local Union No. 12 or its representatives shall furnish workers at the rate of wages and conditions set forth in this Agreement.

## ARTICLE III

When working in territory where no Local of the United Association exists, or where a Local cannot supply sufficient help to man a job, the GBPCA or other signatory contractors shall have the right of employing such workers in that locality as they require, after notifying the nearest Local, at the rate of wages and hours of work current in the nearest Local.

This is intended to apply to territory other than the Boston Jurisdiction.

GBPCA or other signatory contractors subscribing to this Agreement, having an operation within (50) miles of the State House, Boston, shall be required to send a Journeyworker Plumber as a key worker. This worker shall work with tools if required by the Employer.

## ARTICLE IV

### Fares and Traveling Time

TRAVEL PAY: All projects outside of the jurisdiction of Local #12 that are beyond Seventy-Five (75) miles as navigated by the shortest distance via roads from Boston City Hall, , shall be paid travel pay at the rate of 40-cents per mile, or room and board, when sent by the employer.

If an employer provides transportation, travel shall not be paid. If, in the future, territory is added to the jurisdiction of Local #12, the communities in the new territory will be assigned to the appropriate travel zone or, if beyond. seventy-five (75) miles, a new zone will be created.

Any worker working outside the jurisdiction of Local #12 shall receive traveling expenses to and from the place where the work is located for as many trips as they are directed by their employer to make. They shall, at the option of the employer, board at the place where their work is located, or go to and from the job daily.

If directed to board where work is located, the key worker or Journeyworker will receive \$10.00 per day based on a seven-day week. Car fares shall be paid from Boston to job.

All time properly employed in traveling during regular working hours shall be paid for on single time. When traveling outside regular working hours single time, not exceeding a total of eight (8) hours for the whole trip, shall be paid and berth provided when necessary.

All workers sent by the employer outside the jurisdiction shall receive at least the existing rate of wages and fringe benefits being paid in Boston.

## ARTICLE V

### Hours of Work

Eight (8) hours shall constitute a day's work performed between the hours of 8:00 AM and 12:00 Noon, and 12:30 PM and 4:30 PM on Monday, Tuesday, Wednesday, Thursday and Friday.

If a worker leaves their work before it is completed, and without the consent of their employer, it shall be on their own time and at their own expense.

There shall be a 10 minute coffee break in both the AM and PM to be taken at the work place.

Breaks on Extended Shift: A 30 minute unpaid lunch will be taken after 10 hours and a ten minute coffee will take place at the work place after 12 hours. Job conditions may require changes in this schedule and must be approved by both the Union and the Employer.

On all jobs located inside the jurisdiction of Local No. 12 workers shall be on the job at 8:00 AM and remain on the job during the regular working hours, however, starting time may be changed to, 6:00AM, 6:30 AM, 7:00 AM, or 7:30 AM on certain jobs due to circumstances that make these hours more desirable and the Business Manager or Business Agent shall be informed of change. When not requested to report at the shop, the worker shall be on the job, ready to go to work at 8:00 AM. Workers shall not be required to report at the shop or office before 8:00 AM. Any worker requested to remain at the shop after 8:00 AM, or put to work by their employers, shall receive not less than two (2) hours' time.

Any employee injured while working and forced to leave their employment in order to obtain medical treatment for such injury shall be paid for time lost on this account for the day on which they are injured provided they submit a written statement from a licensed practicing physician.

Employers shall not unreasonably refuse Workers' Compensation to a plumber or Apprentice who has had an accident on their project, and who reports the accident to their foreman and requests and files an accident report following the accident.

The Saturday start time may be as early as 6:00AM, or as late as 8AM, notwithstanding the start time during the regular work week. All hours worked during the subsequent work hours would be paid at the standard Saturday rate (1.5). Depending upon the specific start time, this would allow work time up until 4:30, at the standard Saturday rate. Any hours beyond 8 hours, or before 6:30AM, or after 4:30PM, would be paid at double time.

## ARTICLE VI

### Holidays

Any holiday falling on Sunday, the day celebrated as such shall be considered a holiday. Legal holidays shall be New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Patriots' Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. Juneteenth will be regarded as an optional holiday which may be taken by any Local 12 member.

No Journeyworker or Apprentice shall be requested by the employer to take a day off so that job may shut down in order to lengthen a holiday or make a long weekend unless a majority of the workers vote to do so, or if the general contractor shuts down the complete job.

There shall be no work of any description performed on Labor Day, except in an emergency.

## ARTICLE VII

### Section A: Wages

Sept. 1, 2021 - \$1.60 wage increase  
 Feb. 27, 2022 - \$1.60 wage increase  
 Sept. 4, 2022 - \$1.70 wage increase  
 Feb. 26, 2023 - \$1.70 wage increase

Sept. 3, 2023 - \$1.75 wage increase  
 March 3, 2024 - \$1.80 wage increase  
 Sept. 1, 2024 - \$1.80 wage increase  
 March 2, 2025 - \$1.80 wage increase

### JOURNEYWORKERS WAGE/FRINGE SUMMARY EFFECTIVE 9/1/2021 TO 8/31/2025

<u>DATE</u>	<u>WAGES</u>	<u>H&amp;W</u>	<u>PEN</u>	<u>ANN</u>	<u>UAPEN</u>	<u>ED</u>	<u>IND</u>	<u>LMCT</u>	<u>TOTAL</u>
9/1/21	\$61.79	\$13.57	\$10.46	\$6.50	.30	\$1.60	.50	\$2.95	\$97.67
2/27/22	\$63.39	\$13.57	\$10.46	\$6.50	.30	\$1.60	.50	\$2.95	\$99.27
9/4/22	\$65.09	\$13.57	\$10.46	\$6.50	.30	\$1.60	.50	\$2.95	\$100.97
2/26/23	\$66.79	\$13.57	\$10.46	\$6.50	.30	\$1.60	.50	\$2.95	\$102.67
9/3/23	\$68.54	\$13.57	\$10.46	\$6.50	.30	\$1.60	.50	\$2.95	\$104.42
3/3/24	\$70.34	\$13.57	\$10.46	\$6.50	.30	\$1.60	.50	\$2.95	\$106.22
9/1/24	\$72.14	\$13.57	\$10.46	\$6.50	.30	\$1.60	.50	\$2.95	\$108.02
3/2/25	\$73.94	\$13.57	\$10.46	\$6.50	.30	\$1.60	.50	\$2.95	\$109.82

### Post Tax Deductions Schedule

Classification	<u>Building</u>	<u>Dues</u>	<u>Xmas/Vac.</u>	<u>Org.</u>	<u>PR</u>	<u>13th</u>	<u>Scholar.</u>	<u>Total/hr</u>
Journeyworker	\$0.35	\$1.00	\$1.80	\$0.40	\$0.19	\$0.30	\$0.05	\$4.09
Jobbing	\$0.25	\$0.80	\$1.40	\$0.15	\$0.14	\$0.24	\$0.05	\$3.03
5th w/License	\$0.25	\$0.80	\$1.40	\$0.15	\$0.14	\$0.24	\$0.05	\$3.03
5th	\$0.25	\$0.75	\$1.40	\$0.15	\$0.14	\$0.23	\$0.05	\$2.97
4th w/License	\$0.25	\$0.70	\$1.40	\$0.15	\$0.14	\$0.21	\$0.05	\$2.90
4th	\$0.25	\$0.65	\$1.40	\$0.15	\$0.14	\$0.20	\$0.05	\$2.84
3rd	\$0.25	\$0.55	\$1.40	\$0.15	\$0.14	\$0.17	\$0.05	\$2.71
2nd	\$0.25	\$0.40	\$1.40	\$0.15	\$0.14	\$0.12	\$0.05	\$2.51
1st	\$0.25	\$0.35	\$1.40	\$0.15	\$0.14	\$0.11	\$0.05	\$2.45

Please note: These post-tax deductions may be modified over the life of this agreement. For an up to date post-tax deduction schedule, please contact Plumbers & Gasfitters Local 12 or GBPCA

JOURNEYWORKER POST-TAX DEDUCTIONS: A total of \$4.09 per hour is deducted from Journeyworker wages after taxes. Deductions are as follows: Xmas / Vacation Fund \$1.80; Building Fund \$0.35; Journeyworker Dues Check- Off \$1.00; Organizing Fund \$0.40; Public Relations \$0.19; 13th Check Fund \$0.30; Scholarship Fund \$0.05; to be remitted with above fringes.

All paystubs must be ITEMIZED and show the breakdown of all deduction on paystub.

APPRENTICE POST-TAX DEDUCTIONS for Xmas/Vacation Fund is optional. 13<sup>th</sup> check fund deduction varies for apprentices.

OVERTIME: The first two hours of overtime after 8 hours are worked on any day, Monday thru Friday and the first 8 hours worked on Saturday shall be paid at time and a half of the basic wage rate. All other overtime including

Sundays and Holidays shall be paid at double time, excluding Juneteenth, which is an optional holiday.

FOREPERSON: Foreperson's will be paid 7% more per hour over the Journeyworkers wage rate on projects of three (3) or more Journeyworkers.

JOBGING: Jobbing rate shall be 80% of Journeyworkers wage rate to the nearest nickel, plus all fringes; all jobbing overtime wages to be paid time and a half. All supplementary contributions and/or deductions same as Building Trades Journeyworker.

## ARTICLE VII

### Section B: Fringe Benefit Plan Funds

- A. Employer-funded jointly-trusteed welfare, pension, annuity, Plumbing Industry Education and LMCT Benefit Plans
1. HourlyContributionRates: Unless otherwise amended by a mutual agreement between the United Association and the Union (evidenced by a writing signed by authorized representatives for both parties) the employer shall contribute an hourly sum on behalf of each Journeyworker and Apprentice employed with Article VII A-1 and B to the welfare, pension, annuity, Plumbing Industry Education and LMCT Plan Funds.
  2. Jointly Trusteed Plans: Such Plans referenced above in paragraph A-1 above shall be jointly trusteed consistent with the Taft-Hartley Act as amended and as provided for pursuant to the terms of the Agreement and Declaration of Trust establishing each Plan (the "Welfare Fund Trust Agreement", the "Pension Fund Trust Agreement", the "Annuity Fund Trust Agreement", the "Plumbing Industry Education Fund Trust Agreement" and the "Labor-Management Cooperation Fund Trust Agreement").
  3. Agreement to be Bound: The Employer accepts and agrees to be bound by each Trust Agreement referenced in paragraphs A-1 and A-2 above and each Trust Agreement's collection policy as amended from time to time by the Trustees of each Plan.
  4. Payment into All Funds: All employers must pay into the Industry and Education Funds, and if for any reason a contractor does not pay into such funds, they will be required to pay an equivalent amount into the Labor Management Cooperation Trust.
  5. Purpose of Plans:
    - a. The Local 12 Welfare Plan – It is agreed that in the event of a National Health and Welfare Plan the monies being contributed to Local 12's Welfare Fund shall cease and be paid as wages to the employee's subject to legal ratification and the trustees.
    - b. The Local 12 Pension Fund shall be exclusively used to provide pension benefits, and to defray the cost of administering such Pension Fund, and as may be further provided for in such Pension Fund Trust Agreement.
    - c. The Plumbers and Pipefitters National Pension Fund (PPNFF) shall be exclusively used to provide pension benefits, and to defray the cost of administering such Pension Fund, as may be further provided for in such Pension Fund Trust Agreement.
    - d. The Local 12 Annuity Fund shall be exclusively used to provide Annuity benefits, and to defray the costs of administering such Annuity Fund, and as may be further provided for in such Annuity Fund

Trust Agreement.

- e. The Plumbing Industry Education Fund shall be exclusively used to promote, support, educate, and train Journeyworker and Local 12 plumbers employed by members of the Association and/or participating employers as may be further provided in such Plumbing Industry Education Fund Trust Agreement. Ten cents (\$0.10) of the seventy cents (\$0.70) hourly employer contribution rate will be remitted by the Fund's training coordinator to the United Association International Training Fund. Effective 9/1/08.
- f. The Labor-Management Cooperation Fund shall be used in accordance with the Deed of Trust to protect and promote the general welfare of the Plumbing and Gasfitting Industry including: to improve communications between the Union and Employers; to identify and expand work opportunities; to communicate with the public about issues of concern to plumbers and gasfitters and their employers; and to research and police industry standards.

B. Industry Improvement Benefit Fund

1. Hourly Contributions Rates: The Employer shall contribute an hourly sum on behalf of each Journeyworker and Apprentice employed consistent with Article VII, A and B to the Industry Improvement Fund.
2. Agreement to be Bound: The Employer accepts and agrees to be bound by the governing document establishing the Industry Improvement Fund and the collection policy as amended from time to time by that Fund.
3. Purpose of Plan: It is further mutually agreed by the parties hereto to maintain an Industry Improvement Fund to be used for the purpose of protecting and promoting the general welfare of the Plumbing and Gas fitting contracting industry in accordance with the Trust Agreement that has been established.

The seven members of Local 12's conference board shall be advisors to the Industry Improvement Fund. They shall sit semi-annually with the administrator and the trustees of the fund and make recommendations that would be beneficial to the industry and will be advised of any proposed amendments to the Deed of Trust.

C. Wage Deduction Benefit Funds

1. Hourly Deduction Rates: Unless otherwise amended by mutual agreement between the Association and the Union (evidenced by a writing signed by authorized representatives for both parties) the Employer shall deduct from the Plumbers and/or Apprentices hourly wage sums identified in Article VII, A2 and B and forward such after-tax deducted wages to the Funds Office to be credited to the Vacation and Christmas Fund, the Thirteenth Check Fund, the Organizing Fund, the Building Fund, the Public Relations Fund, and the Dues Fund.
2. Purpose of Wage Deduction Benefit Fund Plans:
  - a. Vacation Fund jointly administered by both parties. The Employer agrees to withhold from net wages (after tax deductions) due all members in the employ of the Employer, in accordance with the Trust Agreement that has been established and approved by both parties to the agreement. There are six (6) options available for vacation money to be withheld from the Employees' pay, 1) No money taken out, 2) One (\$1.00) dollar per hour taken out after taxes, 3) Two (\$2.00) dollars per hour taken out after taxes, 4) Three (\$3.00) dollars per hour taken out after taxes, 5) Four (\$4.00) dollars per hour taken out after taxes or 6) Five (\$5.00) dollars per hour taken out after taxes. Only one declaration of the options can be taken when initially hired, or, in the month of February in each calendar year, with change in deductions to start in March.
  - b. Each Employee from whose wages such deductions are to be made shall have filed with his Employer a

written request and authorization therefore satisfactory in form and substance to the Employer.

- c. The Thirteenth Check Fund shall be used to provide a 13th Check to Local 12 retirees who are members of the Union as described in the 13th Check Fund Agreement.
- d. The Organizing Fund shall be used by the Union to offset the expense of organizing.
- e. The Building Fund shall be used exclusively as set forth in the Articles of Organization of the Union's Building Corporation.
- f. The Public Relations Fund shall be used to help promote Union's cause.
- g. The Dues Fund shall be used to meet the expense of operating the Union.

#### D. Reporting - Due Date for Funds Contributions & Deductions

1. Due Date: Employer Funds contributions and wage deductions are due by the 15th of the month following the month in which the hours were worked. (e.g., contributions and deductions for July hours worked are due by August 15th).
2. Monthly Report: Along with the Funds contributions and deductions the employer must file each month a contributions and deductions report that itemizes the names of the Journeyworkers /Apprentices employed, the hours of actual work for the reported month for each Journeyworkers /Apprentice that corresponds to amount of contributions and deductions forwarded to the Funds Office. In the event an employer did not employ any Plumbers/Apprentices the employer must file a "non-person" report each month.
3. Grace Period: The Employer is granted a grace period, until the end of the month in which the Funds contributions and deduction are due, to submit the appropriate report, contributions and deductions referenced in paragraph 2. An employer's failure to ensure that the report, contributions and deductions are received by the Funds Office at 1240 Massachusetts Avenue, Boston, MA 02125-1608 or by the appropriate bank designated by the Funds Office Administrator, by the end of the month is subject to the payment of late fee penalties and collection action referenced below and/or described the collection policy of the Funds.

#### E. Enforcement

1. Late Fees: Any Employer whose monthly Funds payments are not received within the grace period as described in Section D-3 above shall pay a late fee charge of one percent (1%) of the delinquent sum compounded each month.
2. Removal of Journeyworkers /Apprentices: The Union shall not be required to exhaust the grievance/arbitration procedure at Article XIV of this Agreement or be restricted by the no-strike clause at Article XVII of this Agreement before taking action to collect contributions, deductions and late fees owed the Funds by a delinquent employer. Rather, the Union upon a forty-eight (48) hours' notice to the delinquent employer may remove Local 12 Journeyworkers and Apprentices from the employ of the delinquent employer (i.e. "pull the workers").
3. Legal Action: Exhaustion of the grievance/arbitration procedure at Article XIV of this Agreement shall not be required before taking legal action to collect delinquent Funds contributions, deductions and late fees. The Union and/or the Trustees of each Trust Fund may authorize the filing of collection lawsuit and/or take other lawful action(s) to collect the delinquent Funds contributions and deductions and late fees. In the event that legal action is required to collect delinquent Funds contributions, deductions and late fees, the employer shall, in addition, be liable for all delinquent sums and late fees from the time of the due date, plus interest, cost, and reasonable attorney fees associated with the collection effort.

4. Project Report: An employer must provide a project report upon request when the Employer fails to submit timely Funds payments and reports. Such project report must identify and provide:
  - a. The name, address of each project on which the employer has performed work utilizing Local 12 plumbers and or apprentices and the beginning-date and projected end-date of each project.
  - b. The name and address of the owner of each project listed in (a) above.
  - c. The name, address and telephone number of each project's general contractor and/or project manager.
  - d. The name, address, and contact person of the person or entity with whom the employer contracted to perform the work on the project if the employer's contract on the project is not with the owner or general contractor.
  - e. Whether the project is bonded for the payment of wages and benefits and if so provide a copy of the bond.
  - f. Certified payroll records on each applicable project for the time periods requested. If certified records are not required on the project provide for each month requested the identity of each Journeyworker and Apprentice who worked on the project and the hours worked by each Journeyworker and Apprentice.
  - g. If any of the projects listed are covered by a PLA so identify and provide a copy of the PLA.

Failure to provide such project report within ten (10) calendar days of the request shall subject the employer to legal action and removal of workforce as described above. Neither the no-strike clause of the Agreement nor the grievance procedure may be invoked by the offending Employer as defense to such collection action.

#### F. Bonding and Security Provisions

A newly signatory employer or an employer who has been delinquent in payment of monthly Funds contribution and deductions more than once in a calendar year shall be required to provide a fringe benefit bond or an irrevocable letter of credit as provided in the Funds' collection policy. In the event litigation becomes necessary to enforce such bonding and/or security obligation neither the Union nor the Trustees will be required to first exhaust the grievance/arbitration procedure at Article XIV of this Agreement. Likewise, the Union will not be restricted by the no-strike clause at Article XVII of this Agreement before pulling the men to enforce this bonding/security obligation. The employer's fringe benefit Funds bond or irrevocable letter of credit may be claimed to recover unpaid Funds contributions, deductions, late fees, and/or money owed the Funds pursuant to a breached Settlement Agreement established to recover delinquent Funds contributions, deductions, late fees, and/or interest.

#### G. Employer Audit

Signatory Employers are subject to random and/or for-cause audits as provided in the Funds Trustees' collection policies to ensure proper payments to the Funds. If legal action become necessary to enforce such audit, the employer will be liable for the audit expense, cost of the litigation, and attorney's fees.

#### H. Collections Policy

The Employer agrees to be bound by any collection policy adopted by the Fund(s) that may be amended by the Fund(s) from time to time. An Employer is entitled to receipt of the Fund(s)' collection policy. Any amendment made to the collection policy will be forwarded to signatory employers.

#### I. Guidelines on Allocation of Monies to Funds: Welfare; Local 12 Pension; Plumbers and Pipefitters National Pension; Local 12 Annuity; Education; Industry Improvement; and Labor Management Cooperation Trust Funds.

It is mutually agreed that certain monies of any scheduled wage increases may be allocated to one or more of the above Funds providing the majority of the members of Local Union No. 12 present at a special notified meeting

vote to do so after it has been ascertained that the Trustees of the respective Funds (governed by the Deed of Trust of said Funds) have recommended and/or agreed to any proposed changes.

## ARTICLE VII

### Section C: Pay day and Termination of Employment

The workweek shall begin on Monday and end on Sunday. All members shall be paid weekly on Tuesday by cash or check with all deductions such as Social Security, Unemployment, Welfare, Local 12 Pension, Plumbers and Pipefitters National Pension Fund, Vacation and Christmas Fund, Industry Improvement Trust Fund, Annuity, Building Fund, Education Fund, Dues Check Off, Labor Management Cooperation Fund, Organizing Fund, Public Relations Fund and Thirteenth Check Fund so noted on weekly pay envelope with name of firm on the envelope, date and in no case shall more than two (2) day's pay be held back at the end of the week. The check shall be a payroll check and the employee shall be given a signature identification card. If a holiday falls on Monday or Tuesday, pay day shall be Wednesday and check must be in the hands of the employee by noontime.

Lay off time shall be 4:30 P.M. When a worker is laid off or discharged they shall be given one hour's notice to pick up and they shall be paid off including return transportation. If they are required to return to the shop for their pay, their time shall be paid for until they receive the money. No layoff paychecks will be mailed.

In case of dispute as to wages, payment shall be made for undisputed time and claim for the balance shall be made to the Joint Conference Board, whose decision shall be final.

All pay raises shall go into effect at the start of the nearest work week.

In the case where the pay raise takes place on Sunday, Monday, Tuesday, or Wednesday, the pay raise shall be implemented at the start of that week. If the pay raise takes place on a Thursday, Friday or Saturday, the pay raise shall take place at the beginning of the subsequent week.

## ARTICLE VIII

### Section A: Definition of Jobbing, Maintenance and Repair

Jobbing, Maintenance and Repair work shall be defined as the work that can normally be performed by two men in five days. Certain emergency work, work in dangerous areas or where heavy lifting is required, would call for more than one worker.

#### Maintenance

Upkeep of existing plumbing and piping systems and fixtures, appliances and equipment related to same (which means replacing of washers and worn parts, clearing stoppages, freeze-ups, adjusting controls, etc.).

#### Repair

Replacing defective fixtures, appliances and defective piping, valves or fittings serving same (which means the fixtures and appliances in a single-family house, one apartment, or not more than one group of fixtures in same building that tie into the same soil or waste stack. Replacing of piping would be limited to piping in the same immediate area of items served by the piping).

Any new work is limited to the addition of not more than one fixture or appliance of any one type if the fixture

or appliance can be tied into existing roughing or piping that is located in the immediate area of the proposed installation.

## ARTICLE VIII

### Section B: Shift -Work - Construction

Shifts may be allowed on certain construction jobs only after mutual agreements between owner, the contractor, and the union. There shall be a premium added to the basic wage rate for the second and third shift only. It is understood that all lunch breaks are unpaid.

When the shift-work is instituted, it must run for at least five consecutive working days or be considered "overtime."

The first or day shift start time is set forth in Article V Hours of Work. The shift shall be 8 and ½ hours in total duration. The shift shall consist of 8 hours of work and a ½ hour unpaid lunch.

The second shift shall start within a ½ hour from the end of the first shift and the shift shall be 8 and ½ hours in total duration. The shift shall consist of 8 hours of work and a ½ hour unpaid lunch. A 15% premium shall be paid on the basic hourly wage rate.

The third shift shall begin within ½ hour of the end of the second shift and the shift shall be 8 and ½ hours in total duration. The shift shall consist of 8 hours of work and a ½ hour unpaid lunch. A 20% premium shall be paid on the basic hourly wage rate.

If a worker works on any one shift they shall not work on either of the next two shifts.

The above also applies to key workers or forepeople.

A shift worked prior to 8AM on a Saturday or a holiday shall be considered to have been worked on the previous day.

When no third shift exists, time worked beyond the end of the second shift shall be paid at two times the basic hourly rate.

## ARTICLE VIII

### Section C: Shift-Work Maintenance, Repair and Renovation

Shifts shall be allowed in occupied commercial and industrial type buildings where extensive maintenance, repair, and/or renovations have to be performed in a limited period of time. There shall be a premium added to the basic wage rate for the second and third shift only. It is understood that all lunch breaks are unpaid.

When the shift-work is instituted it must run for at least five consecutive working days or be considered "overtime". However, by mutual agreement, less than five consecutive working days may be allowed.

The first or day shift start time is set forth in Article V Hours of Work. The shift shall be 8 and ½ hours in total duration. The shift shall consist of 8 hours of work and a ½ hour unpaid lunch.

The second shift shall start within a ½ hour from the end of the first shift and the shift shall be 8 and ½ hours in total duration. The shift shall consist of 8 hours of work and a ½ hour unpaid lunch. A 15% premium shall be paid on the basic hourly wage rate.

The third shift shall begin within ½ hour of the end of the second shift and the shift shall be 8 and ½ hours in total duration. The shift shall consist of 8 hours of work and a ½ hour unpaid lunch. A 20% premium shall be paid on the basic hourly wage rate.

If a worker works on any one shift they shall not work on either of the next two shifts. The above also applies to key workers and forepeople.

A shift worked prior to 8:00 A.M. on Saturday or a holiday shall be considered to have been worked on the previous day.

If plant is in operation, first shift may be eliminated, but lengths of and compensations received for work performed during established shifts must compare with shift schedule in construction except that overtime on any shift will be time and one half instead of double.

All shiftwork performed on Saturdays will be time and one half and on Sundays double-time. If any Saturday shift works overtime, double-time will be paid.

One shift in a 24-hour period is allowed.

The Union shall be notified in writing by the employer at least three working days prior to the start of a proposed shift operation.

## ARTICLE VIII

### Section D: Prefabrication Facilities

The standard workday and week shall be 8 and ½ hours in total duration. The shift shall consist of 8 hours of work and a ½ hour unpaid lunch, with the start time being set in article V Hours of Work, and shall be Monday thru Friday. The contractor with written notice to the union may elect to work 4 consecutive days at ten hours a day at the basic rate, Monday thru Friday. Any hours worked outside the standard workday and shifts as defined in this section will be considered overtime; after ten hours, it shall be double time.

Shift work may be performed at the option of the employer at the fabrication shop; it must be continued for a period of 5 consecutive workdays or be considered overtime. 8 work hours and a half hour unpaid lunch shall be considered a shift. The hourly rate for the second and third shift shall be 15% over the hourly rate. Contractors implementing shift at the shop shall notify the union.

If a member works on one shift, the member shall not work on either of the next two shifts.

This paragraph applies only to a signatory shop operation; it does not apply to off-site locations, set up by others.

Contractors working under this agreement will not install pods or pre-built mechanical structures (including but not limited to; residential hospital, commercial, or industrial) that are assembled without the use of Local 12 Plumbers, unless fabricated by a UA Agreement.

## ARTICLE VIII

### Section E: Pre-Bid Conferences

The Business Manager, Business Agents, or Market Development Committee/Labor Management Corp. Trust Trustees may hold pre-bid conferences on an individual job basis, geographical area or type of work in an effort to mutually agree on ways to enable the contractor to be more effective on that job, geographical area or type of work. All pre-bid conference agreements or any special agreements which impact the Education Fund, Industry Fund, or any other joint fund will be reviewed and approved by the Business Manager and President of the GBPCA. Approval will be confirmed in writing. A special reporting form will be used for all jobs where special relief of any sort is approved. Pre-bid conferences will only be available to signatory contractors who are current on all their payments to the Funds.

The parties acknowledge that a contractor could choose to accept an LMCT Award while choosing not to take advantage of the terms of a pre-job agreement.

## ARTICLE VIII

## Section F: Market Development Committee

Labor and Management will each have four representatives on the Market Development Committee. The Business Manager will appoint four members on the committee representing Labor and the president of the GBPCA shall appoint four members from representing management. The Market Development Committee will hold regular meetings to establish a program designed to compete in every segment of the market.

# ARTICLE IX

## Apprentices

The Joint Conference Board – acting as the trustees of the Local #12 Education Fund – shall have the following responsibilities.

- Selection of the Training Coordinator
- Class size and selection
- Class starting date
- Oversight of all Educational Fund finances

There shall be a Joint Apprentice Committee, JAC, consisting of three members chosen by Local #12 and three members chosen by the Association. The JAC shall conduct an Apprentice training program providing both the classroom and on-the-job skills, knowledge and experience needed to fit each Apprentice to work as a plumber with credit to the proud traditions of this industry and the parties to this Agreement. The JAC shall determine the suitability of all candidates selected for the Apprentice program without regard to race, color, creed, national origins or sexual orientation.

The JAC shall supervise the Apprentice training program and shall have the sole power to determine whether any candidate meets the standards of qualifications set by the committee and, further, to determine the progress of each Apprentice and each apprentice's class standing. It is agreed that the Apprentice shall be under the supervision of the Joint Apprenticeship Committee until the Apprentice has received a change of status to that of Journeyworker in Local #12 and that in the event of a general strike or otherwise, the Apprentice shall not be coerced by the Journeyworkers; but it is expressly understood that the said Apprentice shall not be used during time of strike or lockout on any construction work, unless the employer has signed an interim agreement or is working on a project labor agreement.

The Joint Apprentice Committee shall have the responsibility of managing the training program in accordance with the standards outlined by the Division of Apprenticeship Training. It is the responsibility of the JAC to maintain an accredited training program. The JAC shall also set the policy and operational procedures for the training program.

A shop's eligibility to employ our apprentices will be based on the number of journeyworkers employed by the shop. The JAC may also take future work commitments into consideration in determining a shop's eligibility to employ apprentices.

Apprentices will be employed in the following ratios:

- 2 Journeyworkers - 1 Apprentice
- 6 Journeyworkers - 2 Apprentices
- 10 Journeyworkers - 3 Apprentices
- 14 Journeyworkers - 4 Apprentices
- 19 Journeyworkers - 5 Apprentices

For the sixth, and all additional apprentices, the ratio shall be four Journeyworkers to one Apprentice.

Because on-the-job training and experience is vital to this program's success, it is hereby agreed that the Journeyworkers will use their best endeavors to instruct the Apprentice in the knowledge and science of plumbing and in working safely and productively.

An Apprentice qualified as a certified welder shall, when employed as a certified welder, receive the Journeyworkers wage rate plus all contributions at the rate to which the Apprentice is normally entitled.

There will be no limit on the use of apprentices on the following non-code work: utility piping, core drilling, installation of accessories and backing, the distribution of Appliance, and stock distribution.

An Apprentice licensed as a Journeyworker by the state of Massachusetts, may work – with the approval of the JAC – without the direct supervision of a Journeyworker.

It is agreed that all Apprentices shall be paid the following progressively increasing scale of wages during the period of their apprenticeship; based percentage wise on Journeyworkers rate and with the breakage to the nearest nickel (\$.05).

Summary  
Apprentice Wages  
5 Year Program

1st year 35%

2nd year 40%

3rd year 55%

4th year 65%

4th year with license 70%

5th year 75%

5th year with license 80%

\*An Apprentice working as a welder will be paid the Journeyworker wage.

**Fringe Contributions:**

Apprentices will receive contributions to their pension and annuity at the same percentage rate as their wage rate.

Further, apprentices may elect to receive the sum normally deducted for the Christmas/Vacation Fund either as direct wage payment or a deduction credited to their account. This option may only be exercised on indenture or, thereafter, yearly on the apprentice's anniversary date. If the Apprentice once elects to take this contribution as a deduct, it cannot ever be taken as a direct wage payment.

No employer shall employ any Apprentice without the approval of the Training Coordinator.

It is agreed that if an Apprentice is laid off due to the lack of work, both the Apprentice and employer shall notify the Training Coordinator. The re-hiring of laid-off apprentices is governed by policies of the JAC.

For further details on the Joint Apprenticeship Committee policies and procedure which also govern this Apprentice program (including policies for an Apprentice entering the program through organizational efforts) contact the Training Coordinator.

## ARTICLE X

### Section A: Union Shop

All employees who are members of the Union on the effective date of this section shall remain members of the Union in good standing as a condition of employment. All present members who are now members of the Union

and all employees who are hired hereafter shall become and remain members in good standing of the Union, as a condition of employment at the expiration of seven (7) days following the beginning of their employment with any member of the association or other signatory contractor or at the expiration of seven (7) days following the effective date of this section, whichever is the later. Should the present federal law be amended during the term of this agreement to allow compulsory membership in the Union prior to employment or on the date of employment or any period less than seven (7) days from the commencement of employment, this clause is hereby automatically changed to include such amendments as of the effective date of the law.

The Union will not furnish any workers to anyone except Licensed Master Plumbers or Gasfitters signatory to this Collective Bargaining Agreement with an established place of business.

This is because certain qualifications, knowledge, experience, and financial responsibility are required of everyone disposed to be an employer in the Plumbing and Gas Fitting Industry. Therefore, an employer who contracts for plumbing or gas fitting work is a person, or firm, having these qualifications and maintaining a permanent place of business, an established financial status to meet payroll requirements - and to meet compensation requirements for injured workmen and other insurance or protective requirements - and employing not less than one (1) Journeyworker continuously.

An exception may be made, after notice to the Association, to accommodate the need to perform non-code work within the plumbers' jurisdiction. The GBPCA will be notified of all new signatories to the agreement.

It is agreed that the Union may have separate limited collective bargaining agreements with individual institutions for maintenance and non-construction work. The Association will be notified of all such agreements.

An employer shall maintain a permanent place of business with a business telephone open to the public during normal business hours. The Master Plumber will not be restricted from working on the job site provided they are a member of Plumbers Union Local #12. The Union will notify the Association in writing of all new signatory contractors.

## ARTICLE X

### Section B: Favored Nations Clause

Effective on the execution date of this Agreement, the Union agrees that in the event it subsequently grants more favorable terms and conditions, other than those contained in this agreement, to any competing employer or association, the Union will notify and extend those same terms and conditions to all parties to this Agreement. Such provisions will not apply to any action taken by joint agreement of Labor and Management Trustees as part of the activities of the Labor-Management Cooperation Trust, or to any agreements resulting from organizing activities.

## ARTICLE X

### Section C: Hiring of employees covered under the Collective Bargaining Agreement

**Section 1. Qualified Craftsmen.** Contractors shall only employ qualified Journeyworker plumbers and gas fitters. Journeyworker plumbers and gas fitters shall be qualified for employment who have had at least four (4) years actual practical working experience at the plumbing or gas fitting trade as a Journeyworker or Apprentice in the building and construction industry and who either:

- (a) Have successfully served an apprenticeship at the trade under an apprenticeship program approved by the United States Bureau of Apprenticeship Training or State Division of Apprenticeship Standards.
- (b) Have had previous employment as a Journeyworker plumber or gas fitter with a contractor signatory to this Agreement and whose services have proved satisfactory, or
- (c) Have successfully passed any competency examination and adequately tested the degree of skill and

training necessary to be a competent Journeyworker plumber or gas fitter. Any question as to what constitutes a "competency" examination shall be resolved by the Joint Hiring Committee here in after established under this Agreement.

**Section 2. Hiring.** Qualified Journeyworkers can solicit their own jobs and contractors shall have freedom of selectivity in hiring qualified Journeyworkers and may hire at job site. Contractors may call the Union for qualified Journeyworker plumbers or gas fitters. Whenever a contractor decides to obtain Journeyworker plumbers or gas fitters from the Union on any job, they shall notify the Local Union office, either in writing or by telephone, stating the location, starting time, approximate duration of the job, the type of work to be performed and the number of workers required.

**Project Labor Referral:** On Project Labor Agreements, the employer will place the first 5 personnel on the job. After that, the employer and the union shall place personnel on the job at a 1:1 ratio. This is for projects that are bid after September 1, 2010.

**Section 3. Registration.** The Unions shall establish and maintain an appropriate registration facility for qualified applicants available for employment as Journeyworker plumbers or gas fitters. Applicants shall be registered on the appropriate craft out-of-work list, i.e., either plumber or gas fitter, etc., in the order of time and date of registration.

Each applicant for employment shall be required to furnish such data, records, names of employers and licenses as may be deemed necessary and each applicant shall complete such forms of registration as shall be submitted to them. Applicants for employment shall also list any special skills that they may possess.

An applicant who has had five (5) years actual practical working experience at the plumbing and gas fitting trade but who has not passed any competency examination as to their skill or competency shall be accepted for registration but shall not be dispatched until they pass an examination given by the Joint Hiring Committee.

**Section 4. Referral** upon the request of a contractor for plumbers or gas fitters, the Union shall immediately refer competent and qualified registrants to that contractor in sufficient number required by the contractor, in the manner and under the condition specified in the Agreement, from the separate appropriate out-of-work list on the first in, first out basis; that is the first worker registered shall be the first worker referred, except that:

- (a) Request by employer for key personnel to act as foreperson, general foreperson, or supervisor shall be honored without regard to the requested worker's place on the out-of-work list.
- (b) Request by employers for particular plumbers or gas fitters previously employed by the contractor and who have been laid off or terminated by the contractor within one hundred fifty (150) days previous to the request shall be given preference of rehire and shall be dispatched to that contractor, regardless of the applicant's position on the out-of-work list.
- (c) Bona-fide requests by employers for plumbers or gas fitters with special skills and abilities will be honored. The dispatcher shall dispatch persons possessing such skills and abilities in the order in which their names appear on the out-of-work list. Such a decision of the dispatching agent in referring registrants is appealable to the Joint Hiring Committee as hereinafter provided.

**Section 5. Non-Discriminatory Referral.** The Union and the Employer agree that the referral of Journeyworker plumbers and gas fitters shall be on the following basis:

- (a) Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not 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.
- (b) The employer retains the right to reject any job applicant referred by the Union.
- (c) The Union and the employer shall post in places where notices to all employees and applicants for employment are customarily posted all provisions relating to the functioning of the hiring provisions of this Agreement.

**Section 6. Joint Hiring Committee.** The parties to this Agreement shall create a Joint Hiring Committee, composed of an equal number of employers and Union representatives to supervise and control the operation of

the job referral system herein. The Joint Hiring Committee is empowered:

- (a) To establish any and all rules and regulations from time to time that it deems advisable for the operation of the job referral plan.
- (b) Properly post the rules and regulations, together with the provisions of the Agreement as set out in Section 5 at the Union dispatch office, at the employer's office and at the job site.
- (c) To hear and determine any and all disputes or grievances arising out of the operation of the job referral system including grievances arising out of work registration, work referrals and the preparation of the referral registration lists. Any applicant or registrant shall have a right of appeal of any dispute or grievance arising out of and relating to the operation or functioning of the job referral plan to the Joint Hiring Committee.
- (d) To conduct written examinations for qualifying of Journeyworkers in accordance with the provisions of this Agreement. All examinations given by the Joint Hiring Committee shall be fair and impartial in keeping with the present standards of competency and skill possessed by Journeyworkers in the industry.

The Joint Hiring Committee shall provide in the rules and regulations of the job referral for an appeal to an impartial umpire whenever the Joint Hiring Committee reaches a deadlock over a dispute concerning a refusal to register an applicant, the proper registration or dispatching of any applicant. The impartial umpire shall be designated by mutual agreement of the parties. The authority of the impartial umpire shall be limited to interpreting and applying the rules and regulations of the Joint Hiring Committee. The decisions of the Joint Hiring Committee or the impartial umpire shall be final, binding and conclusive on all parties, including applicants.

If any question arises as to the qualifications and competency of any applicant, the Joint Hiring Committee shall make the determination. Such determination shall be fair and impartial, without regard to applicants' membership or non-membership in the Union.

**Section 7. Apprentices.** Employment of apprentices shall be governed by the provisions of the Joint Apprentices Training program provided for in other provisions of the Agreement.

**Section 8. Recognition.** Employers recognize the Union as the sole and exclusive bargaining representatives for all Journeyworker plumbers and Apprentice in the employ of the employer with respect to wages, hours and other terms and conditions of employment.

**Section 9. Journeyworker Training.** To promote the continuing education of all Journeyworkers, a Joint Journeyworker Training Committee of three (3) Local #12 members and three (3) members appointed by the GBPCA shall be formed. This committee will work cooperatively with the JAC but shall report to the Education Fund Trustees.

#### Saving Clause

The above hiring provisions have been entered into in order to comply with the Mountain Pacific doctrine in the National Labor Relations Board. Upon any Board or Court decision or administrative ruling modifying or changing the Mountain Pacific doctrine, either party to this Agreement shall have the right to reopen negotiations pertaining to the hiring provisions by giving the other party thirty (30) days written notice.

## ARTICLES XI

### Work Rules

1. Where operations require five (5) or more Plumbers, every fifth (5th) Plumber is to be fifty (50) years of age or over.
2. All hanger rods to be cut on the job by a Journeyworker Plumber or Apprentice and it shall be optional with the employer to have same cut by hand or machine.
3. When rods are cut in large numbers on jobs, this work is to be done by a Journeyworker Plumber fifty (50) years of age or over.
4. All piping shall be cut and threaded by Journeyworker Plumbers or Apprentices by hand or power machine, all pipe cutting power machines to be in charge of Journeyworker Plumbers, but shall not apply to any nipples

- up to eight (8) inches long. This shall not apply to Jobbing, maintenance or emergency.
5. All normal operations on pipe necessary for the joining of fittings and pipe will be performed by Plumbers and Apprentices.
  6. It shall be optional with the employer whether pipe cutting and threading and screwing on of fittings shall be done at the shop or job, or the fabrication of soil pipe and fitting, provided the work is done by Journeyworker Plumbers as defined in this Agreement.
  7. It shall be the duty of the employer to see that proper and sufficient ladders, staging materials, rigging and lighting for the safety of the workers be provided, whether furnished by the general contractor or the plumbing contractor and that all work areas be properly protected.
  8. No worker covered by the terms of this agreement shall furnish an Automobile or any other conveyance for any purpose other than to carry themselves to and from work.
  9. There shall be no limitation to the amount of work a worker shall perform during their working day, no discrimination against the use of any specialty in tools or materials, provided the City or state law is not violated.
  10. All sharp edges and burrs to be removed on glass pipe.
  11. Where hazardous work is to be done or work is to be done in hazardous area, at least two men shall be used to perform the work.
  12. Local No. 12 workers shall cut, fit and assemble all piping for a complete plumbing, gas fitting or piping system.
  13. The Employer shall arrange for facilities to change clothes and to eat lunch for their employees where the plumbing contract is in excess of \$120,000. The facilities shall be heated in cold weather.
  14. If a passenger elevator is provided on any job in no way shall the members of Local No.12 be limited from its use.
  15. A Journeyworker or Apprentice performing any work in areas where the pressure is over atmosphere or when a decompression chamber or vessel is used, shall receive an additional fifty cents (\$.50) per hour for working in these areas.
  16. Journeyworkers and Apprentices working on the job shall be given preference on overtime work and shall not be replaced by workers from other jobs. All overtime work shall be divided equally as far as practical. Apprentices shall not be scheduled for overtime during school hours.
  17. No members of Local No. 12 shall work on any job if safety and sanitary working conditions fail to conform to current standard promulgated by the Occupational Safety Health Act (O.S.H.A.).
  18. The Training Coordinator will develop curriculum for certification in fire stopping. There will be no work stoppages over fire stopping with the understanding that the employers will notify the Local on a pre-bid basis if fire stopping is not in the contract because of Factory Mutual (FM) requirements.
  19. All members of Local No. 12 should be encouraged to qualify in CPR and First Aid. All necessary training shall be provided through the auspices of the Coordinator's office and funded by the Education Fund.
  20. No work will be performed in inclement weather without contractor furnished rain gear.
  21. The following establishes a continuing education requirement for Journeymen. During the life of the Collective Bargaining Agreement 2002 - 2006, all Journeyworkers will be required to participate in 20 hours of Local #12 continuing education. OSHA Training prior to September 1, 2002 may be applied to this requirement.
  22. The employer shall not unreasonably refuse worker compensation to a plumber or Apprentice who has had an accident on their project and who reports the accident to their foreperson and requests and files an accident report after the accident.
  23. All welders working on Local 12 projects will be certified by the Local 12 Training Facility.
  24. OSHA weight and safety limits will apply on all jobs.
  25. Lay-down yards will be handled in pre-bid conferences.

26. A welder will be assisted by a qualified person when necessary.
27. Non-signatory contractors must employ Local 12 Forepersons.
28. Signatory contractors shall notify a Local 12 Business Agent or Manager when work covered under the agreement is excluded from a bid, when the job is awarded. It is to the benefit of both labor and management for the contractor to notify Local 12 as soon as its understood that work covered under this agreement is excluded.

## ARTICLE XII

### Gas-Fired Temporary Heat

1. Local No. 12 shall install, disconnect, alter, reconnect and maintain all gas piping for either diluted or undiluted liquefied petroleum gas wherein same is connected to any device or appliance in any building, structure or tunnel for temporary heat while under construction.
2. The initial installation shall be performed in accordance with the prevailing rate for regular and overtime work.
3. This agreement does not require the staffing of gas-fired temporary heat, however, if staffing is required on a project when the temporary gas heating equipment is in operation, it shall be staffed by a Journeyworker member of Local No. 12.
4. Plumbers working on temporary heat shall work three 8-hour shifts, seven days a week. Starting time shall be at the discretion of the employer.
5. On operations where there are sufficient Journeyworker working in the locality of gas heaters, the 8:00 A.M. to 4:30 P.M. shift may be eliminated by agreement between employer and Business Manager.
6. On operations where the heat is only required during regular working hours, the Journeyworker will shut the gas off at 4:30 P.M. and relight the heaters again at 8:00 A.M. the following morning.

Temporary Fireworkers Wages are determined by the Construction Hourly Wage Rate times 40 hours divided by 56 hours per week which will equal the hourly wage rate per member working on temporary heat. Hours worked beyond 40 hours are paid at time and one-half of temporary.

Example: Fireworkers Hourly Rate:

<u>Construction</u>	<u>Fireworkers</u>	
<u>WageRate</u>	<u>x40Hours</u>	<u>=PerWeek</u>
\$61.79	x 40 Hours	= \$2471.60
<u>÷56Hours</u>	<u>=HourlyWage</u>	
÷ 56 Hours	= \$44.14 / Hour	

Effective September 1, 2021

\*The example is based on the hourly wage rate effective September 1, 2021. The Fireworker Wage Rates need to be updated during the life of the Collective Bargaining Agreement based on the example shown above.

Workers working on temporary heat shall be paid 40 hours regular wages for 56 hours.

Any work performed beyond 40 hours shall be paid at the prevailing time and one half rate. On

Saturday and Sunday the rate paid shall be the fireworkers overtime rate.

If a holiday occurs in the middle of the week, the uncovered time shall be covered at rate equal to the prevailing time and one half rate for fireworkers.

Any temporary fireworkers working 40 hours, or less, except as stated for holidays shall be paid full plumber's wages.

The employer shall make the contributions to the Health and Welfare, Pension, Annuity, Education Funds, the Industry Improvement Fund, and Labor Management Cooperation Trust Fund on the same hourly basis as defined under Article VII-a.

The employer shall also deduct from the wages of a temporary fireworker the current Vacation and Christmas Fund, Building, Organizing, Dues Deductions and Public Relations, Scholarship Fund. Payment to funds shall be defined under Article VII-a.

## ARTICLE XIII

### Conference Board

The parties to this Agreement shall appoint, or elect, either direct or by ex-officio procedure, a Committee of seven (7) members each, who shall be members in good standing of their respective organizations forming a Joint Conference Board, with power to act for the Association, employers signatory to this Agreement and the Union. Alternate members, to sit in the absence of regular members, may be arranged for by separate procedure of each organization.

At meetings of Joint Conference Board, both sides shall have an equal number of votes on all questions, whether all members are present or not. Six (6) members shall constitute a quorum for the transaction of business. The names and addresses of the members and alternates of the Conference Committee of each organization shall be forwarded to the other forthwith after such members have been appointed or elected.

The Joint Conference Board's duties shall include the responsibility to develop proposals and procedures to increase job opportunities for union contractors and union craftsperson throughout the territory of this Agreement and in every market area.

Further, the Joint Conference Board agrees to act as a Joint Management Safety Committee which will make recommendations on the development of programs affecting safety of all Local #12 members. This will include development and implementation of substance abuse policies which will result in drug and alcohol-free work place.

The parties acknowledge that the Work Place Safety Drug Testing Program, which is incorporated by reference

herein, will be effective December 1, 2007. A copy of the Work Place Safety Drug Testing Program is attached as Appendix H. Any employee who is aggrieved by the implementation of the Work Place Safety Drug Testing Program shall have the right to appear before the Joint Conference Board.

## ARTICLE XIV

### Procedure for Joint Conference Board when either Labor or Management feel there has been a violation of the Agreement

Grievances, charges or disputes in relation to this Agreement which cannot be otherwise adjusted shall be referred to the Joint Conference Board and the Board shall meet within three (3) working days after notice in writing from one organization to the other, setting forth the reasons for calling the meeting, with copy to be sent to the person or company being accused. The accused person or company shall be permitted to come before the Board to present their side of the case, and the Board may go into Executive Session at its own pleasure.

No member of the Board will sit on any case in which they have a direct interest or in which they, their employer, or their company is the accused person or company. The decision of the Board shall be final and binding and all parties signatory to this Agreement shall adopt procedures to ascertain that the decision of the Board is abided by.

Every grievance, charge or dispute in relation to this Agreement shall be in writing and shall be stated clearly with sufficient detail to allow the accused person or company to know the basis of the charge and to allow the Joint Conference Board, and, whenever necessary, the arbitrator to understand the alleged violation. Merely referring to the Article involved in the alleged violation will not satisfy this requirement.

When an employee, employer or either of the parties subject to the provisions of this Agreement feels aggrieved by the violation of this Agreement, they shall, through the Local Union or the Greater Boston Plumbing Contractors Association, within five (5) working days after the occurrence of the violation give notice of the alleged violation.

Either party to a grievance, charge or dispute pertaining to the application or interpretation of this Agreement may request final and binding arbitration if the Joint Conference Board fails to resolve the dispute by majority vote. A request for arbitration must be filed in writing, with both the Greater Boston Plumbing Contractors Association, and Local #12 within ten (10) working days of the Joint Conference Board's review. The expense of such arbitration shall be borne equally by the involved employer and the Union. The arbitration shall be limited to the specific grievance, charge or dispute previously brought before the Joint Conference Board. The Arbitrator shall only have authority to make decisions on the issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of the Agreement. The arbitrator's decision or adjustment shall not be retroactive to events that occurred more than forty-five (45) days before the filing of a written grievance with the Joint Conference Board. The Joint Conference Board shall select a disinterested person to act as arbitrator from a list of six (6) such persons prepared by the Joint Conference Board. The selection of an arbitrator for a particular case shall be from the Joint Conference Board panel on a rotating basis. The decision of the arbitrator may be enforced in any court of competent jurisdiction. Any time limits provided for in the grievance and arbitration procedure set forth in this Article may be waived or extended by mutual agreement between the Union and the Association.

There shall be no stoppage of work, strike or lockout because of the subject matter of the dispute while the case is pending before the Joint Conference Board or in arbitration.

## ARTICLE XV

Each party to the agreement shall pay the members of its Conference Committee such compensation, if any, as

may be decided upon at the time of its election. In case a conference of both Parties deem it expedient to hire a clerk or stenographer or other professional assistance, or any umpire, such expenses shall be defrayed jointly by each Party.

The Joint Conference Board shall agree as to time and place of meeting, rules of procedure, election of chairman, secretary, etc., and other details necessary to promote and carry on the business for which it was appointed.

## ARTICLE XVI

This agreement shall take effect September 1, 2017 and shall remain in force until and including August 31, 2021. During the period of this agreement there will be no increases in the wage scale regardless of change in conditions.

## ARTICLE XVII

It is hereby agreed that no strike shall be declared in any shop for violations of this Agreement without first taking the matter before the Joint Conference Board.

## ARTICLE XVIII

### Definition of Plumbing and Gas Fitting

1. The installation, removal, maintenance, repair, extension and alteration of the complete plumbing, sanitary and storm drainage, chemical acid waste piping, gas fitting and water systems within or adjacent to any building, trailer parks, recreational areas, structures, bridges, tunnels, or elevated highways, whether metal, tile, glass, concrete, concrete composition, fibre, plastic, steel, cast iron or any other material.
2. Piping, testing, and repair of all water mains from source of supply to branches, fire hydrants, water services to all buildings and structures including water meters, back flow preventers, water filters, and water softeners and setting of the same, and surveying for the installation of backflow preventers.
3. All cold, hot and circulating water lines, piping for house pumps, cellar drains, ejectors, house tanks, pressure tanks, swimming pools, wading pools, ornamental pools, cascades, waterfalls, display fountains, aquariums, commercial laundries, plumbing fixtures and appliance and the setting of the above equipment.
4. Chilled or tempered water piping and equipment for culinary or drinking purposes.
5. All down spouts and drainage area, soil pipe, catch basins, manholes, drains, gravel drains, sanitary sewers, storm water sewers, septic tanks, cesspools, water storage tanks, etc.
6. All liquid soap piping, washing compound piping, disinfectant piping servicing toilet rooms, washrooms, laundries, car and truck washers, etc., and all tanks and related equipment.
7. All bathrooms, toilet rooms and shower room accessories, i.e., towel racks and bars, grab bars, paper holders, soap dishes, glass holders and shelves, mirror, etc.
8. Outdoor drinking fountains and all lawn sprinkler work including piping, fittings, controls and lawn sprinkler heads.
9. All sheet lead lining for X-Ray rooms, shower stalls, safe pans, and roof flashing in connection with the plumbing and pipefitting industry. Sheet lead pans shall be made in the shop or on the job.

10. All piping and equipment for fire lines, hose cabinets, stand pipes when not connected to the automatic sprinkler system and all piping in kitchen hoods used for fire protection.
11. All block tin coils, carbonic gas piping for soda fountains and bars, etc.
12. All piping and equipment for vacuum cleaning systems of every description.
13. All piping for railing work and racks of every description whether screwed, brazed, soldered or welded.
14. The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards and other controls in sewerage treatment, water treatment plants and used in connection with plumbing and gas fitting.
15. Fly ash piping in incinerators for hospitals, schools, apartment houses, hotels, public buildings and city or municipal owned incinerators.
16. The installation of all natural, manufactured, diluted, undiluted petroleum gas piping, including gas control and instrumentation piping, within buildings or structures, all on site gas piping and gas piping in streets and highways. The unloading, handling and installation of all gas appliances and equipment such as gas unit heaters, gas stoves, gas hot water heaters, gas heaters, gas dryers, etc.
17. All fuel to and exhaust piping from emergency generators.
18. All sub soil drainage piping inside the building and all sub soil drainage piping on the outside of the building that wastes back into the building.
19. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, cradles, anchoring devices, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduit, and boxes used in connection with the plumbing and gas fitting industry.
20. The setting and washing of all plumbing fixtures and the testing of all piping and equipment installed by the plumber.
21. All pipe transportation lines for gas, water aqueducts, and water lines and booster station of every description.
22. All acetylene, arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints or any other mode of making joints in connection with the plumbing and gas fitting industry.
23. Laying out, cutting, bending and fabricating of all piping for plumbing and gas fitting on or off the job site. The installation and erection of all plumbing module units and the installations and testing of all piping, fixtures and accessories in or in conjunction with the same.
24. The laying out and securing to the deck all boxes, sleeves and inserts, also the removal of boxes and sleeves.
25. The setting of all laboratory sinks, backs and Drain boards.
26. The laying out, cutting of all holes, chases and channels in brick tile and other masonry.
27. The erection of metal and glass shower stalls and the installation of bath tub and shower enclosures.
28. All vacuum piping in laboratories, hospitals, schools and all vacuum piping used in conjunction with plumbing and gas fitting equipment and appliances.
29. All air piping in laboratories, hospitals, schools, hangers, gasoline stations, garages, cleaning and dye shops, plumbing controls, appliances and fixtures for sewage treatment and for cleanup purposes.
30. The installation of all piping for distilled water in hospitals, laboratories, clinics, etc.
31. All drain piping used for wash down purposes in cases where food is stored.
32. All piping and equipment for drip pans, tanks, receptacles, apparatus, etc., of every description which conveys any liquid waste or drip to the plumbing drainage system or fixture either by direct or indirect connection to

the plumbing system.

33. All storm water drainage systems on bridges, elevated highways, buildings, structures, viaducts and tunnels.
34. All piping in municipal water treatment plants for the treatment of water.
35. The installation of oxygen and nitric oxide piping and equipment in hospitals, schools and laboratories.
36. The setting and handling of all hot and cold water storage tanks, dilution tanks, receiving tanks, interceptor and booster systems in conjunction with the plumbing system.
37. All ink line piping and equipment.
38. All glycol systems in airports for de-icing purposes.
39. All oil, gasoline, diesel, jet fuel and hydraulic piping in hangers, gasoline stations, garages, automobiles showrooms, and cleaning and dye shops.
40. All piping and related equipment in sewerage and waste water treatment facilities used in conjunction with the treatment of sewerage and/or waste water. All tight joint to and from septic tanks to and from distribution boxes, to and including headers at leaching fields, also pipe and fitting within septic tanks and all conduits and chlorine piping and equipment.
41. All hospital fixtures having waste or water connections must be purchased and furnished by the Master Plumbers, otherwise the Journeyworkers party to this Agreement, refuse to install or connect the same.
42. Piping for gases, such as oxygen, acetylene, argon, nitrogen, helium, etc., for laboratories, schools, medical research and in connection with Plumbers equipment.
43. Unload, handle, set and distribute all plumbing and gas fitting fixtures and appliances, pipe and fittings.
44. All piping and accessories in conjunction with slurry waste disposal systems.
45. Sub soil gas evacuation systems including radon systems and controls for same.
46. Cathodic protection systems that protect piping, fittings, supports, tanks, vessels, etc., installed by the plumber.
47. All odor control piping systems and equipment.
48. Effective September 1, 2003, plumbers shall assist on all x-raying of welds. All other testing of welds shall be done by members of Local #12.
49. Fireproofing of all sleeves and cored holes for all piping systems installed by Plumbers and Apprentices.
50. All piping and equipment in connection with solar thermal water systems shall be the work of the plumber.
51. All piping and equipment in connection with gray water, reuse water, rain water collection, hydrogen gas piping, or other clean energy sources, shall be the work of the plumber.
52. Contractors working under this agreement shall not install prefabricated plumbing pods, or mechanical rooms that are not fabricated within the jurisdiction of Local 12

## ARTICLE XIX

### Labor Clause

All members of the GBPCA and other signatory contractors when estimating should insert the following clause: "All agreements are contingent upon strikes, interference, accidents and other unavoidable delays beyond and over which I have no control".

It is further agreed that Association members and signatory contractors who desire to sublet any part of their contract that comes under the jurisdiction of Local #12 and the United Association of Journeymen Plumbers and Gasfitters, will sublet said work only to other signatory contractors.

All jurisdictional disputes between or among building and construction trades unions and employers, parties to their agreement, shall be settled and adjusted according to the present plan established by the Building and Construction Trades Department. (Plan for National Joint Board for Settlement of Jurisdictional Disputes in the Building and Construction Industry) or any plan or method of procedure that may be adopted in the future by the

Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the employer and union parties to this agreement.

## ARTICLE XX

### Stewards

Job Steward: A job steward shall be a working Journeyworker, employed on a project having four workers or more, appointed by the Business Manager or Business Agent of the Local Union who shall, in addition to their work as a Journeyworker, be permitted to perform during working hours such of their union duties as cannot be performed at other times, it being understood and agreed that the steward's duties shall not include any matters relating to referral, hiring and termination or disciplining of the employees. On jobs where a steward is employed, if four workers or more work overtime, the steward shall be asked to work overtime.

The Steward shall not be fired or laid off until the Business Manager or Agent is contacted and the matter discussed with them. Further, while four workers or more are still employed on a project the steward shall not be laid off, except for disciplinary action, until after the Business Manager or Agent has consented to this lay-off. The Steward shall be the last Journeyworker on the job.

Foreperson: A Foreperson shall be selected and hired solely by the employer and whether a member of the Union or not, they shall act as agent of the employer only and shall not apply or attempt to apply any regulations, rule, by law or provision of the Union Constitution in any respect, or any obligation of Union Membership.

## ARTICLE XXI

### Legality

If the Federal or State courts decide that any clause in the preceding articles is illegal, it will be amended by the Joint Conference Board, and shall not invalidate the other parts of this Agreement.

IN WITNESS WHEREOF, the undersigned GBPCA and the Local Union No. 12 of the United Association of Plumbers, have caused this Agreement and an agreement of like tenor to be signed on this first day of September, 2017 by the President and Clerk-Treasurer of the GBPCA and by the President, Financial Secretary and Business Manager of Local Union No. 12, respectively, hereunto duly authorized.

## ARTICLE XXII

### Wage Freeze

#### Memorandum of Understanding

If the Federal or State courts decide that any clause in the preceding articles is illegal; it will be amended by the Joint Conference Board and shall not invalidate the other parts of this Agreement.

IN WITNESS WHEREOF, the undersigned GBPCA and Local Union No. 12 of the United Association of Plumbers & Gasfitters have caused this Agreement and an agreement of like tenor to be signed on this first day of September 2021 by the President and Clerk-Treasurer of the Greater Boston Plumbing Contractors Association and by the President, Financial Secretary-Treasurer and Business Manager of Local Union No. 12, respectively, hereunto duly authorized.

## ARTICLE XXIII

### Safety

To further promote the safety of employees covered by this Agreement, the Local #12 Education Fund shall conduct, as needed, courses on OSHA regulations and requirements with special attention to any mandates for industry specific training or certifications established as prerequisites for plumbers and gas fitters to have access to work sites.

**ARTICLE XXIV**  
**NON-DISCRIMINATION**  
**AND**  
**HARASSMENT POLICY**

Plumbers and Gasfitters Local #12 and the Greater Boston Plumbing Contractors Association recognizes the right of all members and the employees it represents to work in an environment where individual dignity is respected. Discrimination against or harassment of members by employers, supervisors, other members or other employees on the job site should not be tolerated. This also includes sexual harassment as well as discrimination or harassment on the basis of race, color, religion, national origin, sexual preference, age and disability.

Any member or employee who believes they have been discriminated against or harassed may report the incident immediately to the EEO officer or other representative of your employer designated to receive such complaints. Many employers have adopted policies on discrimination and harassment, and you should consult that policy. In addition, the member or employee may file a grievance under the Collective Bargaining Agreement if they believe there has been a violation of the Collective Bargaining Agreement. All employees also have the right to file charges of discrimination with the appropriate State and Federal anti-discrimination agencies and may, under certain conditions, file lawsuits.

State and Federal law requires that the employer investigate claims of discrimination or harassment on the job. The Union will cooperate in the employer's investigation consistent with its obligations under State and Federal law.

Retaliation against a member or employee for reporting a complaint or participating in an investigation is prohibited and may constitute a separate violation of the law.

**ARTICLE XXV**

**STATEMENT OF WORKPLACE SUBSTANCE ABUSE AND TREATMENT POLICY**

Plumbers and Gasfitters Local #12 and the GBPCA believe that substance abuse testing, treatment and protection are necessary in the skilled construction trades as they are in other technology and safety-sensitive workplaces. Substance abuse testing and treatment measures are appropriate for all employer non-bargaining unit job site employees as well, including company executives and officers subject to applicable State and Federal Laws. Plumbers and Gasfitters Local #12 and the GBPCA also recognize such policies are being issued increasingly from both public and private purchasers of construction.

Plumbers and Gasfitters Local #12 and the GBPCA regard worker's safety, health and well-being as integral to top quality work performance and successful project delivery.

Therefore, both labor and management will support the implementation of legally established substance abuse testing and treatment programs required by either public or private purchasers of construction services.

In an effort to maintain a safe work place for all members working for signatory contractors, use of drugs or alcohol during working hours will be prohibited.

# APPENDIX A

## INTERIM NATIONAL AGREEMENT

between the UNITED  
ASSOCIATION and the  
SHEET METAL WORKERS  
International Association

on

Gas Unit Heaters

and

Kitchen Equipment

August 31, 1956

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### GAS UNIT HEATERS

- a. The installation of gas or oil unit heaters for heating purposes only, not in connection with a duct system, shall be the work of the United Association.
- b. Heaters for heating purposes only, in connection with duct systems, shall be the work of the Sheet Metal Workers International Association.
- c. The installation of the warm air furnaces shall be installed by members of the Sheet Metal Workers International Association.

### KITCHEN EQUIPMENT

1. The unloading and distribution of kitchen equipment to the room in which it is to be set shall be performed by a composite crew of equal numbers of members of the Sheet Metal Workers and members of the United Association.
2. The setting of kitchen equipment with no piping connections shall be set by the members of the Sheet Metal Workers. The setting of kitchen equipment which has piping connection and which is free standing shall be set by members of the United Association, except steam tables and salad tables, which shall be performed by members of the Sheet Metal Workers. The setting of kitchen equipment which has piping connections and which is cut, fitted or welded and is set in line shall be set by members of the Sheet Metal Workers.
3. The installation of piping connections shall be performed by members of the United Association.
4. The welding, and cutting, fitting and other sheet metal work shall be performed by members of the Sheet Metal Workers.
5. The fabrication of kitchen equipment is the work of members of the Sheet Metal Workers. The installation and fabrication of pipe work within the kitchen equipment shall be the work of members of the United Association.
6. The fabrication and assembling of kitchen equipment and the installation of pipe work therein, shall be performed by an employer under an agreement with these organizations.

## APPENDIX B

AGREEMENT  
between the  
UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS  
OF AMERICA  
and the  
UNITED ASSOCIATION  
on  
Backing and Accessories  
June 29, 1965

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### BACKING

1. The installation and all backing for plumbing fixtures and their accessories not affecting the structure shall be the work of the United Association.
2. Cutting and chasing which does not affect the structure shall be the work of the United Association.
3. The installation of all backing for plumbing fixtures and their accessories which affects the structure shall be the work of the carpenters.
4. Cutting and chasing which affects the structure shall be the work of the Carpenters.

### ACCESSORIES

1. Accessories which are directly related to plumbing fixtures such as grab bars, paper holders, towel racks and bars, utility shelves, sanitary paper holders, glass, cup, soap holders, soap dispensers, sanitary napkin dispensers and disposals, combination towel dispenser and disposals, shall be the work of the United Association.
2. Accessories which are not directly related to plumbing fixtures such as laundry chutes, hampers, clothes hooks and lines, medicine cabinets, magazine racks, storage cabinets, cabinet shelves shall be the work of the Carpenters.

## APPENDIX C

GUIDELINES  
FOR SUBMITTING REQUESTS  
FOR PAYMENT  
FOR COURSES FROM  
EDUCATION FUND

### 1. WHO MAY QUALIFY

Any Journeyworker of Local Union No. 12 employed by a "participating employer" who is signatory to the Agreement between the Employers' Association and Local Union No. 12 (This does not exclude a Journeyworker who is currently unemployed).

For the purpose of clarification, "participating employer" shall mean only those employers signatory to the Agreement between the Association and Plumbers' Local Union No. 12 and who are making contributions to the Education Fund as required by the Agreement.

## 2. SUBMISSION OF REQUESTS

All individual requests for financial assistance shall be received in writing at the office of the Administrator of the Education Fund for submission, review, and approval by the Trustees of the Education Fund at least 45 days (where applicable) prior to the required registration date of the particular course the applicant is considering.

## 3. INFORMATION REQUIRED

The following information must accompany the request:

- A. Name and address of current or last employer.
- B. Name and location of school where courses are being taught.
- C. Name and description of courses under consideration.
- D. Duration and classroom hours of course under consideration.
- E. Complete costs of courses under consideration.
- F. Your anticipated goals and their direct relation and benefit to the Industry
- G. Veterans status.
- H. Are you eligible or receiving other compensation related to training?

## 4. PAYMENTS

Payments from Education Fund for approved courses will be made as follows:

- A. Fifty percent (50%) of the cost of the course will be paid at registration with the check made payable to the school where the courses are being taught.
- B. After fifty percent (50%) of the course is completed, the balance due will be made available to the student or school as appropriate upon receipt of an acceptable progress and attendance report.

## 5. REPORTS

Reports of progress and/or attendance will be made available whenever required by the Administrator.

## 6. EXPENSES

No expenditures shall be made from the Education Fund for such items as travel and living expenses unless the individual Journeyworker has presented to the "Trustees" in a manner approved by the "Trustees" evidence that such related expenses are essential and reasonable expense to be incurred by the Journeyworker in an educational or training program approved by the Trustees.

Courses will not be paid for where required information has not been submitted in accordance with these guidelines. Approved by the Joint Conference Board April 13, 1977.

**APPENDIX D**  
**SAMPLE BOND**  
**BOND FOR PAYMENT OF OBLIGATIONS DUE**

The Plumbers Union Local No. 12 Trust Fund

KNOW ALL WORKERS BY THESE PRESENTS, that we [INSERT NAME AND ADDRESS OF CONTRACTOR] as Principal and [INSERT NAME AND ADDRESS OF INSURANCE COMPANY] as Surety, are held and firmly bound unto Plumbers' Union Local No. 12 Welfare Funds; Plumbers' Union Local 12 Pension Fund, Plumbers' Union Local No. 12 Vacation Fund; and Plumbers' Union Local No. 12 Fringe Benefit Funds (hereinafter referred to collectively as "Plumbers' Union Local No. 12 Trust Funds") as Oblige[e]s in the sum of [INSERT BOND AMOUNT] Dollars, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED and dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

WHEREAS, the Principal has agreed to furnish a bond of indemnity guaranteeing payment of monies due the Plumbers' Union Local No. 12 Trust Funds at the rates set forth in the Collective Bargaining Agreement between Plumbers' Union Local No. 12 and the GBPCA and any successor agreement which Principal is obligated by such agreement or agreements between principal and oblige[e]s.

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal shall pay the monies due the Plumbers' Union Local No. 12 Trust Funds at the rates set forth in the Collective Bargaining Agreement between Plumbers' Union Local No. 12 and the GBPCA and any successor agreement, which Principal is obligated by such agreement or agreements to pay for the period during which this bond remains in force, then this obligation shall be null and void, otherwise to remain in full force and effect.

This bond shall remain in force for a period of one year after the date it is signed, but may be extended for successive periods of one year by renewal certificate executed by the Surety.

1) Provided, however, that the Surety may cancel its liability as to future monies due the Plumbers' Union Local No 12 Trust Funds under this bond at any time by notice to the Principal and Oblige[e]s at least forty-five days in advance of the date of such cancellation.

2) In the event of default on the part of the Principal, the Oblige[e]s shall notify the Surety within thirty days after the Oblige[e] shall have had knowledge of such default, and PROVIDED further that no suit, action or proceeding shall be maintained against the Surety hereunder, unless the same be instituted within six [6] months after date of expiration or cancellation of this bond. If limitation of time for notice of loss or institution of suit, action or legal proceeding is shorter than that permitted to be fixed by agreement under any statute controlling the construction of this bond, the shortest permissible statutory limitation of time shall govern and shall supersede the time limitation herein stated.

\_\_\_\_\_  
[Principal]

\_\_\_\_\_  
[Address]

By: \_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Surety]

\_\_\_\_\_  
[Address]

APPENDIX E.  
TRADE LINE AGREEMENT  
BETWEEN  
PLUMBERS LOCAL 12 AND PIPEFITTERS LOCAL 537  
OF BOSTON, MASSACHUSETTS

Work of the Plumbers

1. All piping and equipment for a complete plumbing system within or adjacent to any building, structure or conveyance.
2. All piping and equipment for fire lines and stand pipes when not connected with the automatic sprinkler system. All fire extinguishing systems and piping by water. All piping and equipment for fire extinguishing systems by gas or chemical except systems used for the protection of the work installed by the pipefitter.
3. All air piping for hospitals, schools, medical research laboratories and all air piping for the operation of plumbing controls.
4. All vacuum piping for hospitals, schools and medical research laboratories.
5. The installation of all gas appliances and equipment such as gas unit heaters, gas stoves, gas water heaters, gas home incinerators, gas dryers, gas burners, gas refrigerators, etc.
6. All storm drainage systems on highways, bridges, structures, viaducts and tunnels.
7. All water and waste piping serving swimming pools, ornamental pools, cascades and aquariums except piping for heating, and cooling.
8. All liquid soap piping, washing compound and disinfectant piping, valves and tanks in bathrooms, washrooms and laundries.
9. All lawn sprinkler work and outdoor drinking fountains.
10. All drain piping used for wash down purposes in cases where food is stored.
11. All piping in municipal treatment plants used for the treatment of water and all piping for drinking and culinary purposes.
12. The installation of oxygen and nitric oxide in hospitals, schools and medical research laboratories.
13. The installation of exhaust piping from emergency generators shall be installed by the local union that pipes the fuel except where gas fuel is used, the exhaust shall be installed by the Plumber.
14. All services, storm, sanitary and water lines from the source of supply to the structure or building and disposal thereof.
15. All bathroom, toilet room and shower room accessories.
16. The setting of all hot and cold water storage tanks, dilution tanks, receiving tanks, interceptors and booster systems in conjunction with the plumbing system.
17. Chilled or tempered water piping and equipment for culinary or drinking purposes.
18. All distilled water systems shall be the work of the Plumber except where used in conjunction with the pipefitter's equipment as recognized in this Agreement.
19. All glycol systems in airports for de-icing purposes.
20. The installation of all natural, manufactured, diluted, undiluted liquefied petroleum gas piping within buildings or structures, all on-site gas piping including streets within the site. All gas piping in gas manufacturing plants serving equipment or appliances.

21. All marine piping and equipment within the recognized jurisdiction of the plumber.
22. The installation and removal of all temporary piping systems and equipment within the recognized jurisdiction of the Plumber.
23. All indirect wastes except those serving equipment installed by the pipefitter.
24. The installation of conduits used for carrying pipes from one location to another within the recognized jurisdiction of the Plumber.
25. Maintaining temporary gas heating systems that come under the jurisdiction of the Plumber, such as salamanders, unit heaters, etc.
26. Oil piping for machinery motors and other appliances within the jurisdiction of the Plumber.
27. All vacuum cleaning systems shall be the work of the Plumber.
28. All air piping in laboratories is the work of the Plumber except laboratories in power houses and/or industrial plants in connection with manufacturing, production or industrial purposes is the work of the pipefitter. All air lines in connection with plumbing fixtures or equipment as recognized in this Agreement will be the work of the Plumber. In the case of a dual purpose main, the craft having the preponderance of work will run mains and leave openings for other crafts.
29. Vacuum piping, in all laboratories is the work of the Plumber except laboratories in power houses and/or industrial plants in connection with manufacturing, production or industrial purposes is the work of the pipefitter. All vacuum piping for equipment used in connection with manufacturing plants and industrial purposes shall be the work of the pipefitter.
30. All fly ash piping in incinerators for hospitals, schools, apartments, hotels, public buildings, city or municipal owned incinerators shall be the work of the Plumber except where fly ash removal conveying systems are used.
31. All piping for sewerage treatment plants used for the treatment of sewerage is the work of the Plumber, except all piping and equipment recognized in this Agreement as the work of the pipefitter.
32. Piping for the storage and transmission of flour, glucose, syrups, cooking oils, vinegar, milk, etc. for the purpose of providing ingredients to a finished or unfinished product in manufacturing or processing plants shall be the work of the pipefitter.
33. All hydraulic piping in garages, gas stations and automobile showrooms and hydraulic piping in connection with Plumbers' equipment as recognized in this Agreement shall be the work of the Plumber. All hydraulic piping for elevators, doors, curtains, also for the operation of presses and machinery in manufacturing plants, mills, factories and power plants shall be the work of the pipefitter.
34. Piping of gases such as oxygen, acetylene, argon, nitrogen, helium, etc., for all laboratories, schools, medical research and in connection with Plumbers' equipment shall be the work of the Plumber, except laboratories in power houses and/or industrial plants in connection with manufacturing, production or industrial purposes is the work of the pipefitter. Piping of the above mentioned gases for the operation of tools and equipment incidental to manufacturing or processing and equipment recognized as the Pipe fitters in this Agreement shall be the work of the pipefitter.
35. All of the above Plumbers' work includes the loading, unloading, distributing, setting of all piping and equipment, tanks, pumps, ejectors, laying out, installing sleeves, inserts and cutting of all holes, chases and channels. The installation of all the above work regardless of the materials used or the method of installation shall be the work of the Plumber.

## Work of the Pipefitters

1. Indirect drainage piping and coil condensate wastes within the recognized jurisdiction of the pipefitter.
2. All steam vapor, vacuum and hot water heating systems and all regulating systems connected with the same. All steam and exhaust blow-off lines from the boilers, vapor vent from blow-off tanks, all steam specialties and steam appliances. All piping for conveying ashes and coal either by vacuum or pressure. All piping for smoke burners and washers, building and connecting purposes. All piping in connection with steam condensers, spray ponds and cooling towers. All steam connections for hot water tanks and economizers. All make-up water from connection left by the Plumber.
3. Temporary piping within the recognized jurisdiction of the pipefitter.
4. LAYOUT & CUTTING – Holes, Chases, channels, the setting and erection of bolts, inserts, stands, brackets, stanchions, supports, sleeves, escutcheon plates, thimbles, hangers, conduits and boxes in connection with the work of the pipefitter.
5. COMFORT HEATING SYSTEMS – Unloading, handling, setting, installing and connecting all piping and equipment necessary to a complete heating system except all gas piping and gas fired units recognized as the work of the Plumber.
6. Tests on all systems installed within the jurisdiction of the pipefitter.
7. Temporary heat on all systems installed within the recognized jurisdiction of the pipefitter.
8. Power plant piping and other boiler piping and equipment shall be the work of the pipefitter except that work within the recognized jurisdiction of the Plumber shall be the work of the Plumber.
9. ELECTRICAL TRANSFORMER PIPING AND EQUIPMENT – Cooling units, pump reclaiming systems, piping to switches and appurtenances.
10. PIPE AND FITTING MATERIALS – Ferrous and non-ferrous metals of all physical characteristics of temperature, pressure, hardness, expansion, flexibility, weldability, etc. Ceramic, glass, tile, rubber, plastics of all types. Wood, concrete and concrete mixtures, pre-formed. All other material manufactured into pipe or tubing.
11. Operational tests of each system and of components of system. Verification of performance, operating instructions, final operation.
12. All marine piping and equipment within the jurisdiction of the pipefitter shall be the work of the pipefitter.
13. Railway car, railway motor car and railway locomotive piping within the M.B.T.A. jurisdiction.
14. PIPE JOINT FABRICATION – The joining of pipe by any mode or method including, but not limited to, acetylene or arc welding, brazing, lead burning, plastics, welding, soldering, wiped joints, caulked joints, expanded or rolled joints, etc., used in connection with any of the work listed herein within the jurisdiction of Local 12 by the Plumber and within the jurisdiction of Local 537 by the pipefitter.
15. Insulation-thermal for piping and equipment within the jurisdiction of the pipefitter.
16. VIBRATION ISOLATION – Mechanical noise and vibration isolation for piping and equipment under the jurisdiction of the pipefitter.
17. GAS PLANTS – Manufacturing of all gas storage, metering and distribution on manufacturing sites shall be the work of the pipefitter, except gas piping to equipment or appliances.
18. Oil piping for machinery, motors and other appliances within the jurisdiction of the pipefitter shall be the work of the pipefitter.

19. All air piping for temperature control, windows or door opening devices, sidewalks, lifts or elevators, and air piping used as power for the operation of equipment or machinery for manufacturing, production or industrial purposes shall be the work of the pipefitter.
20. All piping and equipment for air conditioning and refrigeration for industrial, commercial and residential work, process and storage facilities, ice making, humidifying, dehumidifying and quick freezing, chilled water for body temperature control, the testing and servicing of all refrigeration and air conditioning equipment shall be the work of the pipefitter. All piping and self-contained equipment for the purpose of conveying chilled water for drinking purposes shall be the work of the Plumber.
21. All oil and sugar refining piping and equipment shall be the work of the pipefitter, except the work within the recognized jurisdiction of the Plumber shall be the work of the Plumber.
22. Bottling, distilling and brewing process piping, heating, ventilating and air conditioning systems in connection with breweries shall be the work of the pipefitter.
23. The piping and equipment in connection with the manufacture of chemicals shall be the work of the Pipe fitter, except the piping and equipment within the recognized jurisdiction of the Plumber.
24. Transmission pipe lines for oil, gasoline and fuel lines piped to loading racks and storage plants, water aqueducts supplying a power house, water lines from wells for manufacturing purposes and in connection with pipefitters' equipment as recognized in this Agreement shall be the work of the pipefitter. All other fluids, liquids, solids and mixtures of same shall be performed by the craft having jurisdiction over the work as recognized in this Agreement.
25. The handling, setting and erecting of completed tanks used for manufacturing or industrial purposes shall be the work of the pipefitter, except tanks covered in this Agreement as being equipment of the Plumber and the Plumber shall handle and set tanks so designated.
26. All pneumatic tube work and all conveying systems by air pressure or vacuum shall be the work of the pipefitter.
27. Piping for make-up water fountains, captured waters, cooling towers and spray ponds used for heating and cooling purposes for pipefitters' equipment shall be the work of the pipefitter.
28. Steam and condensate lines in commercial laundries and cleaning plants shall be the work of the pipefitter. Cleaning fluid lines shall be optional.
29. Automatic and manual control systems for industrial processes, temperature and humidity controls, pressure controls, flow controls, sequence and/or production controls shall be the work of the pipefitter, except controls in relation to piping and equipment recognized in this Agreement as the work of the Plumber.

OPTIONAL  
Work of Either Plumber or Pipefitter

1. All pipe racks and rail piping except work covered by the M.B.T.A. Agreement.
2. All gasoline stations, garages, cleaning and dye shops.
3. All ink line piping.
4. All gas piping in streets off-site.
5. All air lines to hangers, gasoline stations, garages, cleaning and dye shops and for cleanup purposes.

PIPEFITTERS LOCAL NO. 537

John T. Lydon, Jr.  
Russell Paul Campbell  
James T. Tiorano  
Maurice M. Sullivan  
Thomas F. Kelly

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PLUMBERS LOCAL NO. 12

John J. Tobin Paul  
J. Madden Andrew  
J. Sullivan John J.  
Cotter Matthew  
Twomey

ADOPTED MAY 2, 1969.

APPENDIX F MEMORANDUM  
OF UNDERSTANDING REGARDING  
APPRENTICES

Local #12 and the GBPCA, as part of its Collective Bargaining Agreement of August 29, 2002, hereby agree to this Memorandum of Understanding.

1. There will be established an annual drug and alcohol awareness training as part of the Apprentice Program. Each year each Apprentice will receive special training on these issues.
2. All drug testing of apprentices will be done under the supervision of the Training Coordinator, in accordance with the policies set forth by the Joint Apprentice Committee and the Education Fund Trustees.
3. The Joint Apprentice Committee and Training Coordinator will work with Local #12 and the Contractors Association to establish an Apprentice Mentoring Program.
4. All apprentices will be required to provide regular written reports on their work and learning activities. Reports will include work and school attendance and absentee records.
5. Extended Apprentices shall continue with Apprentice School requirements.
6. The Training Coordinator will maintain current, comprehensive records of all training and certifications for all apprentices and journeymen, including expiration and renewal dates. Upon request, this information will be available to contractors.

This memorandum agreed and approved as signed below.



9/27/02

Kevin Cotter, Business Manager  
Plumbers Union Local #12

Date



9/27/02

Paul Harrington, President  
PHCC of Greater Boston

Date

# APPENDIX H

## Workplace Safety Drug Testing Program (Amended September 1, 2010)

### INTRODUCTION

In Order to protect the unionized sector of the plumbing, heating and cooling industry, Plumbers Union 12 and GBPCA have agreed on a stepped up substance abuse abatement program. It is the belief of the parties that such a program will enhance both the safety of, and productivity in, the work place.

This program will include the following components: education, rehabilitation and compliance. Where possible, the parties have worked to make the program convenient to the members without sacrificing the goal of improved occupational safety and increased market share.

### GENERAL PRINCIPLES

The program shall apply to ALL Local 12 members who are employed by GBPCA contractors who have signed on to the drug free program.

This is a voluntary drug-testing program for Journeyworkers. The program will be mandatory for apprentices.

Those who choose to enroll in the program will have to pass an initial drug screen. Once admitted to the program, members are subject to random testing.

All Contractors may sign up to the program as Drug Free Contractors. Once they have signed on they can only hire Local 12 members who are on the Drug Free List.

If a person is determined by MAP to be ineligible for employment, a designated contact at the employer and at Local 12 will be notified. An up to date list of all members enrolled in the program shall be kept by the designated person at MAP or its successors.

Prior to hiring a new Local 12 employee, the contractor shall contact Local 12 to confirm the employee's status on the drug free list.

### WHEN

- The program will begin on June 1, 2007 with a six-month informational, enrollment and initial testing phase.
- Members who fail a test within the open enrollment phase shall have the opportunity to complete MAP approved treatment without any adverse consequences on their employment. No one except the folks at MAP will know about the failure. The member will be able to retest and be placed on the drug free list.
- The Drug Free List shall come into effect on May 1, 2008.
- All members who sign up for the program shall be subject to random testing commencing May 1, 2008.

### SCOPE OF TESTING

- All participants will have an initial drug screen to determine eligibility.
- All persons admitted to the program will be subject to random testing.
- It is the goal of the Program to randomly test 25% of the eligible workforce each year.

- In random testing, you may be tested as often as every random, or you may never be tested.
- Selection of members for random testing shall be done by the Program Administrator (Modern Assistance Programs, Inc) via a computer program, which includes identifiers for all members within the Certified Pool.
- Additional testing may be required by MAP as part of a treatment plan developed by them which is triggered by the failure of an enrolled member to pass a test or the failure of an enrolled member to take a scheduled test.

### WHERE

Enrollment testing will take place at multiple locations for the convenience of the members. We will test at Local 12 and at Modern Assistance Programs, Inc. in Quincy. Additional sites and times will be announced as schedule. After that time, enrollment testing will be scheduled as needed by calling Modern Assistance Programs, Inc. (617-773-5169).

### ADMINISTRATION

The Program Administrator, an independent contractor who provides administration of the sample collection, testing, notification, treatment coordination, and regulatory compliance for this program, is Modern Assistance Programs, Inc., 1400 Hancock Street, 2nd Floor, Quincy, MA 02169 (tel. 617-773-5169).

Many of our members are familiar with MAP and know that the MAP philosophy is that those who fail drug tests should receive such substance abuse education or rehabilitation as necessary. All those failing a test may retest and be placed in good standing in the program after approval by MAP.

MAP will have the final authority to determine a positive result and to request additional tests that they deem necessary. MAP will also plan treatment following the failure of a drug test and will certify members to return to work when the member has completed the treatment requirements.

### NOTIFICATION AND CONFIDENTIALITY

Participants will be asked to provide a telephone number where they may be reached or where a message may be left on a recording device. For all test events the participant will be informed by phone and a letter. If no one answers the phone, a message will be left. Said message will constitute notification.

For all positive test results, the participant will be informed by phone. No message relative to results will be left. The message will simply inform the participant to call MAP.

The Program Administrator will notify a member of any positive test result by telephone.

The results of tests included in this program shall be considered medical records and held confidential to the extent permitted by law.

### MAP INTERVENTIONS:

All Persons failing a test will be assessed at MAP to determine in which of these categories the person should be placed:

- a) Drug use
- b) Drug abuse
- c) Drug addiction

Treatment will differ according to the assessment. All assessments at MAP are for treatment purposes only and are confidential. MAP will determine when a person is restored to the list.

Those failing a test, who subsequently pass a test, will be put in a group which will be tested four times during the following two-years.

## PROCEDURES

Oral fluid drug testing eliminates the need to collect urine. Oral fluid testing eliminates the need for special collection facilities or personnel. Oral fluid testing means no hassles with delays, tampering or delivery.

The test can detect the most commonly abused drugs:

- Marijuana
- Cocaine
- Amphetamines
- Methamphetamine (including ecstasy)
- Opiates
- PCP
- Benzodiazepines
- Barbiturates
- Plus, methadone for compliance monitoring.

If adulteration of a sample is suspected, collection personnel may take reasonable additional steps to ensure the integrity of samples, in compliance with law. Appropriate documentation of the basis of the suspicion (e.g., abnormal temperature range, observation of the presence of masking or dilution agents, etc.) shall be made.

Strict chain of custody shall be observed for all sample collection, including sealing of sample in tamper-evident containers and labeling of containers with identifying information in preparation for shipment to a laboratory. The member shall be present during the sealing and labeling of the member's sample. A chain of custody form identifying the member, sample, date of collection, purpose of testing and identity of each individual having custody of the sample shall be completed and supplemented through every step in sample collection, shipping, laboratory receipt, storage and testing.

Samples awaiting shipment, during transport and awaiting testing at the laboratory shall be maintained in an environment that protects samples from conditions (including temperature extremes and exposure to contaminants) that may cause deterioration of the sample for testing purposes, in accordance with current standards of best practice.

## RANDOM

Thirty-six (36) hour notice via telephone call and letter will be provided. Notifications will direct members for example; to appear at the LU 12 between 4 PM and 6 PM. Calls will be placed on Tuesday for a Thursday test.

Those who, for sufficient reason in the opinion of MAP do not report for their random test may be approved to take such tests as required by MAP. Those who have an insufficient reason for missing the random will be subject to enhanced random testing and such treatment as MAP deems necessary.

Those working out of state will be suspended from the list without prejudice. Upon their return to Massachusetts they will be treated as new enrollee.

## TESTING STANDARDS

All testing must be performed by a laboratory (or equivalent facility) that complies with testing standards and protocols as set forth in U.S. Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing or in a laboratory licensed or certified by The Commonwealth of Massachusetts, or in a laboratory conforming to the standards of the Drug And Alcohol Testing Industry Association (DATIA). No positive screening test results shall be reported unless confirmed by confirmatory testing. Test results and laboratory reports shall be provided in confidence to the Program Administrator, but to no other persons without the consent of the member, unless disclosure is otherwise required by law.

## CONSEQUENCES OF TESTING

Employees ineligible for employment will not be eligible to work with a drug-free contractor until they receive certification by MAP.

If MAP determines that an employee is ineligible for work, and that person is complying with the terms of treatment as prescribed by MAP, that person will be eligible for unemployment in compliance with Massachusetts state law.

Upon re-certification by MAP, the employee will be rehired by the contractor.

## EMPLOYEE RIGHTS AND RESPONSIBILITIES

- i. Participation in the Program allows a Local 12 member to be included within a Certified Drug-Free Pool (the "Certified Pool") of members eligible for employment by those signatory contractors working within Local 12 jurisdiction who have voluntarily elected to participate in the Program.
- ii. Election by a member to participate in the Program constitutes an election to submit to substance abuse testing under the protocols set forth in the Program.
- iii. A member may withdraw from the Program at any time, but shall be immediately ineligible for employment with those contractors participating in the Program and limiting employment to members within the Certified Pool.
- iv. No discrimination as to wages, hours, or benefits (including without limitation access to Employee Assistance Program benefits) shall arise from the election or non-election of any member to be included within the Certified Pool.

## EMPLOYER RIGHTS AND RESPONSIBILITIES

- i. Employers must be signatory contractors in good standing to participate in the Local 12/ PHCC Substance Abuse Program
- ii. Signatory contractors have two options under the Program:
  - a. Require that all members of Local 12, both current and future, comply with the Program;
  - b. Specify no preference in hiring regarding an applicant's status in the Program.
- iii. Signatory Employers wishing to hire workers through the Certified Drug-free Pool must designate such in writing to the Business Manager of Local 12.
- iv. Signatory Employers participating in the Program must remove from the workplace employees who fall out of compliance with the Program.

The results of tests included in this Program shall be considered medical records and held confidential to the extent permitted by law.

It is understood that Local 12 or PHCC Greater Boston or any participating contractor shall not be responsible for ascertaining or monitoring the drug-free status of any employee or applicant for employment.

No employee or employer may modify any document involved with the administration of this Program.

All terms and conditions of this agreement shall conform with local, state and federal laws and regulations. Should any section of this agreement be found to be in violation of any such statutes, it shall not invalidate the entire document, but will call for renegotiation of that section.

This Program shall go into effect May 1, 2008, and shall remain in effect until changed or terminated by the Parties to this Agreement.

Amended September 1, 2010 for Local 12.

For Local 12:  
Kevin L. Cotter  
Business Manager  
Financial Secretary-Treasurer

For The PHCC Greater Boston:  
Michael P. Petrilli  
President

**APPROVAL OF THIS COLLECTIVE BARGAINING  
AGREEMENT FOR GREATER BOSTON PLUMBING  
CONTRACTORS ASSOCIATION, INC.**

Signature: John A. Marani Date: 12/10/2021  
**John A. Marani**  
President

Signature: Kenneth L. Reagan, Jr. Date: 12/10/2021  
**Kenneth L. Reagan, Jr.**  
Clerk-Treasurer

**FOR  
PLUMBERS AND GASFITTERS  
LOCAL 12, BOSTON**

Signature: Timothy G. Fandel Date: 12.10.2021  
**Timothy G. Fandel**  
Business Manager  
Financial Secretary-Treasurer

Signature: Robert J. McCarthy Date: 12/10/2021  
**Robert J. McCarthy**  
President

**INDIVIDUAL ASSESSMENT**

(to be signed by non-members of the Association)

We, or I, have read this Agreement and hereby agree to comply with all or applicable terms and conditions

EMPLOYER: \_\_\_\_\_

BY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_