

*AUGUST 29, 2022-AUGUST 28, 2026*  
JOINT AGREEMENT

*BETWEEN THE*

NEW ENGLAND MECHANICAL  
CONTRACTORS ASSOCIATION

&

PLUMBERS AND PIPEFITTERS  
LOCAL UNION #51

COVER PAGE, INDEX AND INTRODUCTION		
ARTICLE I	PAGE	3
<i>RECOGNITION</i>		
ARTICLE II	PAGE	3
<i>GEOGRAPHICAL JURISDICTION</i>		
ARTICLE III	PAGE	4-5
<i>TRADE OF WORK JURISDICTION</i>		
ARTICLE IV	PAGE	5
<i>TEMPORARY HEAT</i>		
ARTICLE V	PAGE	6
<i>UNION SECURITY</i>		
ARTICLE VI	PAGE	6-7
<i>REFERRAL AND HIRING PROCEDURE</i>		
ARTICLE VII . . . . .	PAGE	7
<i>MANAGEMENT RIGHTS</i>		
ARTICLE VIII	PAGE	8
<i>EMPLOYEE BENEFIT FUNDS</i>		
ARTICLE IX	PAGE	9
<i>FUND SECURITY</i>		
ARTICLE X	PAGE	10-11
<i>WORK RULES AND MISCELLANEOUS PROVISIONS</i>		
ARTICLE XI	PAGE	11-12
<i>HOURS OF WORK, OVERTIME, AND SHIFT WORK</i>		
ARTICLE XII	PAGE	12
<i>*RECIPROCITY</i>		
ARTICLE XIII	PAGE	13-16
<i>ECONOMIC PACKAGE AND OTHER CONTRIBUTIONS</i>		
ARTICLE XIV	PAGE	17
<i>TERMINATION, PAYDAY, AND ACCOUNTABILITY</i>		
ARTICLE XV. . . . .	PAGE	17
<i>FABRICATION</i>		
ARTICLE XVI	PAGE	18-20
<i>REFRIGERATION</i>		
ARTICLE XVII	PAGE	20
<i>NO STRIKE, NO LOCKOUT</i>		
ARTICLE XVIII	PAGE	21
<i>GRIEVANCE AND ARBITRATION PROCEDURE</i>		
ARTICLE XIX	PAGE	22
<i>DURATION, TERMINATION, AND RENEWAL OF AGREEMENT</i>		
ARTICLE XX. . . . .	PAGE	23
<i>LENGTH AND PURPOSE OF AGREEMENT</i>		
ARTICLE XXI	PAGE	23
<i>OTHER AGREEMENTS</i>		
ARTICLE XX.II	PAGE	23
<i>SUBCONTRACTING</i>		
ARTICLE XXIII	PAGE	24
<i>PLUMBERS AND PIPEFITTERS NATIONAL PENSION FUND</i>		
<i>(AMENDED STANDARD FORM OF PARTICIPATION AGREEMENT)</i>		
ARTICLE XXIV	PAGE	25
<i>UA Standard of Excellence</i>		
ARTICLE XXV	PAGE	25
<i>UA LOCAL PENSION FUND</i>		

# INTRODUCTION

It is mutually understood that the public can best be served and progress maintained and furthered in the Plumbing and Pipe Fitting Industry only if there is a sound, reasonable and harmonious working arrangement between the Employer and Employee. This Agreement, therefore, is made and entered into as of August 29, 2022 and through August 28, 2026, by and between the NEW ENGLAND MECHANICAL CONTRACTORS AGREEMENT (Hereinafter referred to as the "Association"), acting for and on behalf of its members and other contractors represented by the Association (such members and contractors herein after referred to as "Employers") and PLUMBERS AND PIPEFITTERS LOCAL UNION NO. 51 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada (hereinafter referred to as "Union").

## ARTICLE I RECOGNITION

**Section 1.1** The Association and Employers hereby recognizes Local Union 51 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada as the sole and exclusive bargaining representative for all their employees performing any work covered by this Agreement and employed by the Employer in the area described in Article II.

**Section 1.2** The Union and employees hereby recognize the New England Mechanical Contractors Association as the sole and exclusive bargaining representative for all of its Employer members and for those non-members and for those non-member contractors that have furnished the Association with collective bargaining authorizations.

## ARTICLE II GEOGRAPHICAL JURISDICTION

**Section 2.1** The jurisdictional area covered by this Agreement is the same territorial jurisdiction allocated to the local union by the United Association and shall include the entire State of Rhode Island, including New Shoreham, and the following cities and towns in Massachusetts:

Abington	Dighton	Mansfield	Raynham
Acushnet	Duxbury	Marion	Rehoboth
Assonet	E. Bridgewater	Marshfield	Rochester
Attleboro	Eastham	Martha's Vineyard	Rockland
N. Attleboro	Easton	Mashpee	Sandwich
Avon	Fairhaven	Mattapoisett	Seekonk
Barnstable	Fall River	Middleboro	Somerset
Berkley	Falmouth	Nantucket	Stoughton
Bourne	Freetown	New Bedford	Swansea
Brewster	Halifax	Norton	Taunton
Bridgewater	Hanson	Norwell	Touisset
Brockton	Hanover	Orleans	Truro
Carver	Harwich	Pembroke	Wareham
Chatham	Holbrook	Plymouth	Wellfleet
Dartmouth	The Islands	Plympton	W. Bridgewater
Dennis	Kingston	Provincetown	Westport
Whitman	Lakeville	Randolph	Yarmouth

Also included, Otis Air Force Base & Camp Edwards, and all Town in Barnstable, Dukes and Nantucket Counties in said Massachusetts.

## **ARTICLE III**

### **TRADE OR WORK JURISDICTION**

**Section 3.1** This Agreement covers the rates of pay, hours and working conditions of all employees engaged in the installation of all plumbing and/or pipefitting systems and component parts thereof, including fabrication, assembling, erection, installation, testing, balancing, dismantling, repairing, reconditioning, adjusting, altering, servicing and handling, unloading, distributing, tying on and hoisting of all piping materials, by any method, including all hangers and supports of every description and all other work included in the trade jurisdiction of the United Association, or work traditionally performed by Local 51 members. Also to include;

All piping, setting and hanging of all units and fixtures for air conditioning, cooling, roof cooling, refrigeration, ice making, humidifying and dehydrating, by any method, and the charging, testing, and servicing of all work after completion.

The laying out and cutting of all holes, chases, and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduits and boxes, used in connection with the pipefitting & refrigeration industry.

All acetylene and arc welding, brazing, lead burning soldered and wiped points, caulked joints, rolled joints or any other mode or method of making joints in connection with the pipefitting, plumbing & refrigeration industry,

Laying out, cutting, bending, and fabricating, of all pipe work of every description, by whatever mode or method.

All methods of stress relieving of all pipe joints made by every mode or method.

The assembling and erecting of tanks used for mechanical, manufacturing, or industrial purpose, to be assembled with bolts, packed, or welded joints.

The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the Plumbing, Pipefitting, Refrigeration and Air Conditioning industry,

All piping for cataracts, cascades, i.e. (artificial water falls), makeup water fountain, captured waters, water towers, cooling water, and spray ponds, used for industrial, manufacturing, commercial, or for any purposes.

Piping herein specified means pipe made from metals, tile, glass, rubber, plastic, wood or any other kind of material, or product manufactured into pipe, usable in the plumbing and pipe fitting industry, regardless of size or shapes.

Driving of personal or company, vehicles, and or, service trucks and cars.

**Section 3.2** Where this Agreement includes another work classification or other classifications, the following provisions can be incorporated as Section 3.2.

**Section 3.3** Equipment used on building and construction work in conjunction with the work of the trade, as a time and labor-saving device, shall be operated by any employees covered by this Agreement.

**Section 3.4** The operation of pumps, air compressor and welding machines when used in conjunction with work covered by this Agreement shall be done by any employees covered by this Agreement. The testing and balancing of all plumbing, pipefitting and refrigeration systems or component parts thereof shall be done by any employees covered by this Agreement.

**Section 3.5** It is understood that the settlement of jurisdictional disputes with other Building Trades organizations shall be adjusted in accordance with the procedure established by the Impartial Jurisdictional Disputes Board or any successor agency. Should any party be independent of the Impartial Disputes Board, the dispute shall be resolved in accordance with established local area past practices as determined by local collective bargaining agreements.

**Section 3.6** It is understood that a trade or craft dispute in a United Association local union or between two or more United Association local unions shall be adjusted and decided in accordance with the procedure established in the current Constitution of the United Association.

**Section 3.7** There shall be no work stoppage because of jurisdictional disputes.

## **ARTICLE IV TEMPORARY HEAT**

**Section 4.1** Pipefitters shall have jurisdiction over the operation and/or maintenance of all temporary heat work whenever temporary heat utilizes a newly installed steam boiler and / or steam system not under automated control on a building or structure or addition thereto regardless of the source of the heat supply.

Pipefitters working on temporary heat shall work in shifts of eight (8) consecutive hours.

All Pipefitters shall be paid on a straight time basis for the first 40 hours of work in any given workweek. Any hours in excess of 40 hours shall be paid for at 1 1/2 times the straight time rate.

If Employees are required to work on broken shifts, they shall be paid the regular Journeymen Pipefitters' rate. Broken shifts shall mean any shift of less than 8 hours duration.

Temporary heat attendants shall not leave the job unmanned under any circumstances unless orders from proper authority.

The rate of pay for Pipefitters engaged in operating and maintaining heating systems being used in temporary heat shall be at the rate of 60% of Journeymen Pipefitters' rate based on a 40-hour shift.

The responsibility of providing temporary heat is vested in the Employer and under no consideration is he to delegate it to anybody else.

Any use of the heating system prior to its completion shall be considered temporary operations until its formal acceptance by the "Owner".

In addition to the above wage rates, the same contributions as covered under Health & Welfare shall be paid for all employees working as temporary heat attendants. All other fringes shall not be paid.

## **ARTICLE V UNION SECURITY**

**Section 5.1** All employees, members of the Union, now in the employ of the Employer shall remain members in good standing in the Union during the term of the Agreement. All Employees covered by this Agreement,

hereinafter employed by the Employer, shall become members of the Union on the earliest date provided by applicable Federal Law after their employment, or date of the Agreement, whichever is later, and shall remain members of the Union in good standing during the term of this Agreement.

In interpreting good standing, an Employer shall not discharge any employee for non-membership in the Union: (a) If he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (b) that the Employer has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership. Where the Union requests the discharge of any employee pursuant to this Section, the Union shall, if requested, provide information substantiating that an employee has failed to comply with the membership requirements of this Section.

**Section 5.2** Either party to this Agreement shall have the right to reopen the negotiations pertaining to Union Security when the Federal Laws applicable thereto have been changed by giving the other party thirty days written notice.

**Section 5.3** Authorized representatives of the Union shall have access to jobs where employees covered by this Agreement are employed, provided they do not unnecessarily interfere with the employees or cause them to neglect their work; and further provided such Union representative complies with customer rules.

## **ARTICLE VI**

### **REFERRAL AND HIRING PROCEDURE**

**Section 6.1** In the referral of applicants, the Employer shall be the sole judge of the number of employees required.

**Section 6.2** The Employer agrees to be bound by the referral practices of the Agreement.

**Section 6.3** The Employer shall give the union equal opportunity with all other sources to refer competent, skilled and licensed journeymen, apprentices, and/or other classified employees. To the best of its ability, the Union will refer personnel qualified for work for which they were requested.

**Section 6.4** The selection of applicants for referral to jobs shall be on a legal, nondiscriminatory basis.

**Section 6.5** The Employer shall retain the right to reject in writing any applicant referred by the Union, providing said applicant had previously been employed by the Employer. The Employer shall have the right to request any journeyman that is on the out of work list, providing said journeyman had previously been employed by the Employer. All requests shall be referred to the Union Hall and be submitted in writing.

**Section 6.6** The Employer shall make every effort to maintain a 3 to 1, Journeyman to Apprentice, ratio for Pipefitters and a 1 to 1, Journeyman to Apprentice, ratio for Plumbers. Apprentices and the administration of the local apprenticeship system shall be governed by the terms and procedures established by the Joint Apprenticeship Committee.

**Section 6.7** The Union agrees to furnish to the Employers duly qualified Journeymen that have both a Massachusetts and Rhode Island license by the year 2015 for all pipefitters. The Union agrees to furnish to all Employers duly qualified Journeymen that have both Massachusetts and Rhode Island plumbing licenses five years from the date that the plumbing apprentice program is accepted by the Commonwealth of Massachusetts.

**Section 6.8** If, upon request, the local Union is unable within forty-eight (48) hours; Saturdays, Sundays and holidays excluded, to supply journeymen, apprentices, and other classifications, the Employer may secure journeymen, apprentices and other classifications from any other source.

**Section 6.9** All referrals emanating from the Union Hall will be subject to the terms and conditions of a pre-hire drug screening program entitled: "Plumbers, Pipefitters and Refrigeration Union Local 51 and the New England Mechanical Contractors Association Drug Testing and Substance Abuse Program dated January 12th, 2010. An employer may, at their discretion, require pre-employment drug testing prior to hiring an employee, in accordance with applicable state law. Paperwork evidencing an employee's successful passage of a pre-employment mug test shall be valid for a period of 30 days and deemed acceptable for compliance with this Section.

## **ARTICLE VII MANAGEMENT RIGHTS**

**Section 7.1** It is the intent of all parties to this Agreement that the employee will furnish a full, fair day's work for a day's pay.

**Section 7.2** Management shall determine of the size and composition of the work force. Management shall have the prerogative of controlling its operations, introducing new or improved methods or facilities and changing methods or facilities, subject to the limitations set forth in this Agreement.

**Section 7.3** The Union shall not sanction any employee performing any plumbing, heating, cooling or pipe work after his regular hours for other than his current employer.

**Section 7.4** If the Union negotiates any other agreement or contract with any other party with more favorable conditions than the contract contained herein, those more favorable conditions will automatically apply to this agreement. Exceptions to this paragraph shall be the right to strike due to expiration of contract.

## **ARTICLE VIII EMPLOYEE BENEFIT FUNDS**

**Section 8.1** As part of the compensation due employees for work performed under this Agreement, the Employer shall make contribution payments to the Plumbers & Pipefitters Local Union #51 Health & Welfare Fund, Pension Fund, Annuity Fund, Apprentice and Journeyman Training Fund ("Apprenticeship Fund"), and other funds listed herein, for each hour worked by each employee whose work is covered by this Agreement in the amounts specified in this Agreement.

**Section 8.2** The Employer shall comply with all terms and provisions of each trust agreement establishing the respective Employee Benefit Funds and shall comply with all rules and regulations promulgated by the trustees of the funds. The Association and the Union and all other Employers covered by this Agreement agree to be bound by all of the terms of the trust agreements creating the Plumbers & Pipefitters Local Union #51 Health & Welfare Fund, Pension Fund, Annuity Fund, Apprenticeship Fund, Education Fund and any other jointly administered fringe benefit funds established pursuant to Section 302 of the Labor-Management Relations Act, as amended, and by all of the actions and rules of the Trustees administering such funds in accordance with the trust agreements and regulations of the Trustees, provided that such trust agreements, actions, regulations and rules shall not be inconsistent with this Agreement. Each Employer covered by this Agreement hereby accepts as

Trustees the Trustees appointed under and in accordance with such trust agreements. The Employers and the Union hereby ratify all actions already taken or to be taken by such Trustees within the scope of their authority.

**Section 8.3** On or before the 20th day of each calendar month, the Employer shall prepare and transmit to the Fund Manager of the Employee Benefit Funds a report showing the number of hours worked and gross wages, by each employee covered by this Agreement during the payroll periods ending in the preceding calendar month. Said report shall include the social security number of each employee. The report shall be in such form as shall be prescribed by the trustees of Employee Benefit Funds.

**Section 8.4** Upon being advised by the administrative officer of the benefit funds that an Employer is delinquent in payments to be made for a period of more than thirty (30) days, the Union shall retain the right to remove the employees from the job or shop of any such Employer notwithstanding the provisions of Article XV, Section 15.1 of this Agreement. All bonding requirements pertaining to the individual funds shall be adhered to.

**Section 8.5** Contractors will send one check to one location for all funds for disbursement to individual funds.

**Section 8.6** All contractors signatory to this agreement, when utilizing a National Agreement, will make contribution to the Labor Management Cooperative Trust in the amount totaling those fund contributions not required by the National Agreements.

## **ARTICLEIX FUND SECURITY**

**Section 9.1** Payments of contributions to the Plumbers & Pipefitters Local Union #51 Health and Welfare Fund, Pension Fund, Annuity Fund, Apprenticeship Fund, Industry Improvement Fund, Labor Management Cooperative Trust, and Check-off System shall be due and payable monthly to the Joint Funds Administrator, with a check made payable to the Distribution Account of Local Union No. 51, not later than twenty (20) days following the end of that month for which contributions are due, and shall be individually secured by each Employer with a bond, as described in Section 9.3 below. Such Bond shall run to the Trustees of the various Funds. To ensure compliance with the above provisions, it is mutually agreed that the Joint Funds' Administrator shall maintain file copies of Employer Reports in the Joint Funds Administration Office.

**Section 9.2** Each and every contributing employer to the Funds, and each new employer that seeks to hire plumbers and pipefitters shall be required to post a fringe benefit bond issued by a reputable insurance company authorized to do business in the State of Rhode Island and the Commonwealth of Massachusetts as security for the payment of: (1) contributions owed to the Funds set forth in Article VIII, Section 8.1 of this Agreement and elsewhere in this Agreement, and (2) all union office Dues and assessments collected by Plumbers and Pipefitters Local 51 ("Union"); along with interest, audit costs, attorney's fees, liquidated damages, and other collection costs associated with such contributions and/or assessments.

The total amount of the bond to be posted shall be as follows:

1-9 employees	\$50,000.00
10 to 20 employees	\$100,000.00
More than 20 employees an amount equal to for each employee.	\$5,000.00

The bond an employer posts shall be in the name of each of the Funds and the Union. The Bond shall provide that, in the event an employer is delinquent in contributions to any one of the Funds, or in dues to the Union, a



pro rata portion of the amount of the bond shall be paid to that Fund and/or Union. The bond may not require, as a condition of payment, that the employer be delinquent in contributions to all of the Funds and the Union. The bond shall require that written notice of cancellation/expiration be given to the Funds and the Union at least thirty (30) days prior to termination of the bond.

**Section 9.4** In the event an Employer is unable or unwilling to furnish a bond as described above, he will be required to deposit weekly, in advance, a sum of money sufficient to secure his potential liabilities to the Funds for each week that requires workmen until such time as he furnishes such bond.

## **ARTICLE X**

### **WORK RULES AND MISCELLANEOUS PROVISIONS**

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

**Section 10.1(a)** The selection of foreman shall rest with the Employer, it being understood that all foremen will be qualified members of Local 51. Should no qualified member be available the Employer may select such men from other areas. Foreman shall take orders from individuals designated by the Employer.

**Section 10.1(b)** There shall be no limit on production by workmen or restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trade. There shall be no restriction on efficient use of manpower other than as may be required by safety regulations. While the transportation of company supplied tools, equipment, or material is not encouraged, the Union will not seek reprisals against any member who maintains an agreement to do so with an individual contractor.

**Section 10.1(c)** Security procedures for control of tools, equipment and materials are solely the responsibility of the Employer.

**Section 10.1(d)** Workmen shall be at their place of work at the starting time and shall remain at their place of work performing their assigned functions under the supervision of the Employer until the quitting time. The parties reaffirm the policy of a fair day's work for a fair day's wages.

**Section 10.1(e)** Practices not a part of the terms and conditions of collective bargaining agreements will not be recognized.

**Section 10.1(f)** Slowdowns, stand-by crews and feather bedding practices will not be tolerated.

**Section 10.1(g)** The Business Manager shall have the right to appoint a working steward.

**Section 10.1(h)** A steward shall be a qualified workman performing work of his craft and shall exercise no supervisory functions. There shall be no non-working stewards. However, a steward shall have the right, during working time and with no loss in pay, to spend reasonable time adjusting grievances, including time to meet with employees and supervisors, after notifying his immediate supervisor of his intent.

**Section 10.1(i)** In no event shall an Employer discriminate against a steward or discharge him while in the performance of his duties, without first conferring with Local 51.

**Section 10.1(j)** There shall be no illegal strikes, work stoppages or lockouts.

**Section 10.1(k)** It is agreed that overtime is undesirable and not in the best interest of the industry or the craftsmen. Therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances demand overtime, such overtime will be kept at a minimum.

**Section 10.1(1)** If the Employer so elects, he may work shift work at a rate negotiated in this Agreement. The Employer shall determine the crafts and number of men to be assigned to each of the shifts as established.

**Section 10.2** An employee, after being hired and reporting for work at the regular starting time and for whom no work is available, shall receive pay for three (3) hours at the basic straight time hourly rate of wages, unless he has been notified before leaving his home not to report. Exceptions, however, shall be when strike conditions make it impossible to put such an employee to work, or when stoppage of work is occasioned thereby, or when an employee leaves work of his own accord. When the conditions set forth in this paragraph occur on an overtime day, or on shift work, the premium rate shall be paid.

**Section 10.3** An employee reporting for work at the regular starting time at a shop or job, and for whom no work is available due to weather conditions, will receive three (3) hours pay for reporting time. To be eligible to receive such reporting pay, the employee must check in at the job or shop at the regular starting time and remain there for three (3) hours. In order to qualify for the pay provided for in this Article, the employee must remain on the job available for work during the period of time for which he receives pay unless released sooner by the Employer's principal supervisor. After starting to work and work is stopped because of weather conditions, the employee shall receive pay for the actual time on the job, but in no event, less than three (3) hours. The Employer shall have sole responsibility to determine availability of work due to weather conditions. When the conditions set forth in this paragraph occur on an overtime day, or on shift work, the premium rate shall be paid.

**Section 10.4** When an Employer considers it necessary to shut down a job to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee, in such cases employees will be compensated only for the actual time worked.

**Section 10.5 TOOL SECTION.** Effective January 1, 2011, the employees will supply the following hand tools: tape measure, torpedo level, channel locks, 8" adjustable wrench and multi-screwdriver. Any broken hand tool from the above list shall be replaced or reimbursed by the Employer. Upon submission of broken tool or receipt.

## **ARTICLE XI**

### **HOURS OF WORK, OVERTIME AND SHIFT WORK**

**Section 11.1** Work day - Eight (8) hours shall constitute a regular workday, unless otherwise agreed. There shall be a fifteen (15) minute break, evenly spaced in the morning session. An additional break shall be given in the afternoon, when working ten or more hours.

**Section 11.2(a) Work Week** - The workweek will be from 7:00 a.m. to 3:30 p.m. Monday thru Friday. Special conditions may require an alternative start time to be mutually agreed upon by the Contractor and the Union Hall. Once a workweek is established any variation shall be considered overtime.

**Section 11.2(b) Flexibility** and creativity may be necessary when creating shifts. Any modifications to the starting time, ending time, length of the work day, and the length of the work week due to specific job conditions must be discussed and sanctioned by the union hall.

There shall be a four (4) day, ten (10) hours per day work week allowed during the normal work week, when a job can be affected by weather, holiday or for other economic reasons, where applicable.

Any scheduled overtime on this job type when more than 4 days shall be worked. Then all overtime shall revert to the normal rate which is stated in the collective bargaining agreement.

Four (4) - Ten (10) hours workdays at straighttime.

**Section 11.3 Overtime -** Any hours worked outside of the continuous work day shall be paid at the double time rate. Time and one-half shall be paid in excess of an (8) hour workday and for the first eight hours on Saturday. Sunday and/or holidays and anything in excess of (10) hours and after (8) hours on Saturday shall be paid at the doubletime rate.

**Section 11.4** Shift work may be performed on any job site considering among other things the schedules of such shift work of the other crafts in the area in which the job is located. Should shifts be established, the following will apply;

First: (8) hours of work plus a half (Yz) hour lunch period.

Second: (8) hours of work, paid at 115% of base wage, (Journeyman wage+ 15%) plus a half (Yz) hour lunch period.

Third: (8) hours of work, paid at 115% of base wage, (Journeyman wage + 15%) plus a half (Yz) hour lunch period.

**\*\*Pay will be for hours worked, and benefits will be paid on (8) hours for all three shifts.**

If shift work is performed, it must be in duration of five (5) consecutivedays.

**Section 11.5** Special shifts (occupied buildings) - Upon request of the Employer, a special night shift may be established in occupied buildings at a fifteen per cent (15%) pay differential. Occupied buildings mean an area where people are working or the work to be done cannot be performed during regular working hours. A special (occupied buildings) shift shall constitute any starting time established outside of the normal agreed upon workday.

**Section 11.6** Any work performed under Sections 11.2, 11.4, 11.5, the Union Hall must be notified.

## **ARTICLE XII**

### **\*RECIPROCITY**

**Section 12.1** It is the intent and purpose of this section that fringe benefit contributions on behalf of key employees shall be paid to the fringe benefit funds of their home local unions and that there shall be no double payment of fringe benefit contributions to the funds of the home local and the funds of the local in whose jurisdiction the key employee is employed. When an Employer subject to this Agreement, whose principal place of business is within the geographical jurisdiction of this Agreement, sends a key employee represented by the Union to a job outside the area covered by this Agreement, the employee shall be paid the total economic package of the local union in whose jurisdiction he is working or of the Union party of this Agreement, whichever is higher. The fringe benefit contributions for such key employee shall be those specified in this Agreement and shall be paid on behalf of such key employee by the Employer to the fringe benefit funds set forth in this Agreement. When an Employer who is subject to their Agreement, whose principal place of business is outside the geographical jurisdiction of this Agreement, brings in a key employee to a job in the area covered by this Agreement, the key employee shall be paid the total economic package of the Union party to this Agreement of his home local union, whichever is higher. The fringe benefit contributions for such a key employee shall be those specified in the agreement of his home local union and shall be paid on behalf of such key employee by the employer to the fringe benefit funds set forth in the agreement of his home local union.

\* Refer to United Association for continuity and update.

ARTICLE XIII  
ECONOMIC PACKAGE AND OTHER  
CONTRIBUTIONS

Section 13.l(a) *JOURNEYMEN WAGE AND EMPLOYER CONTRIBUTION RATES PACKAGE:*

*Effective as of August 29, 2022:*

Wages per hour	.	\$47.89
Pension program contribution per hour:		
Local Pension	.	\$11.20
National Pension	.	\$ 5.40
Annuity	..	\$ 3.35
Health & Welfare per hour	.	\$10.15
(7% for retiree benefits)		
Training Fund per hour	.	\$1.30
Labor Management Cooperative Trust per hour	.	\$ .20
Industry Improvement Fund per hour	..	\$ .26
Total Package per hour	.	\$79.75

- Effective February 27, 2023 there will be an increase of \$1.35 to be allocated by the Local Union.
- Effective August 28, 2023 there will be an increase of \$2.75 to be allocated by the Local Union
- Effective August 26, 2024 there will be an increase of \$2.75 to be allocated by the Local Union
- Effective August 25, 2025 there will be an increase of \$2.75 to be allocated by the Local Union

LOCAL UNION DUES AND OTHER DEDUCTIONS:

Each Contractor signatory to this Agreement agrees to deduct from the pay of each employee working under this Agreement, and who executes a voluntary check-off authorization, the following amounts:

- 2.25% OF THE BASE TOTAL PACKAGE (PAID ON HOURS WORKED ONLY)
- PLUS \$1.00 PER HOUR \*\* (\$1.00 IS FOR JOURNEYPerson ONLY, NOT APPRENTICE)
- .20 per hour COPE/PAC
- .25 per hour Scholarship
- .25 per hour Organizing Fund
- .30 per hour 13th check Fund

Section 13.l(b) *OPTIONAL ANNUITY PLAN CONTRIBUTION RATE CHANGES.*

Effective as of May 1, 2017 and thereafter, the parties to this Agreement agree that employees covered by this Agreement who are eligible Participants of the Local #51 Annuity Plan shall be permitted to voluntarily increase their individual Annuity Plan contribution rate above the "default" Annuity Plan contribution rate set forth in Section 13.l(a) above, through Elective Deferrals permitted in the Local #Annuity Fund Plan Document, in accordance with the following terms and conditions:

(A) Any changes to an employee's Annuity Plan contribution rate enacted pursuant to this Section 13.l(b) through Elective Deferrals shall only be made by submitting a completed and executed *Authorization for Voluntary Annuity Plan Contribution Rate Increase/Decrease Form* to the Local #51 Union and Local #51 Annuity

Plan Fund Office within ten (10) business days of the designated Contribution Rate Change Dates set forth below.

- (B) Employees may voluntarily opt to change their Annuity Plan contribution rates hereunder to *no less than* the "default" Annuity Plan contribution rate set forth in Section 13.1(a) above and *no more than* \$6.00 per hour above said "default" rate, in intervals of \$1.00 per hour.

*For Example:* If the "default" rate were \$1.90 per hour, Employees would be permitted to increase their Annuity Plan Contribution Rate from that "default" rate up to \$2.90 per hour, \$3.90 per hour, \$4.90 per hour, \$5.90 per hour, \$6.90 per hour, \$7.90 per hour.

- (C) Any Annuity Plan Contribution Rate Increase Elective Deferrals shall be made by taking such amount from the employee's Wage Contribution Rate by reducing said Wage Contribution Rate by the applicable amount; and any Annuity Plan Contribution Rate Decrease shall be made by adding such amount back to the employee's Wage Contribution Rate by increasing said Wage Contribution Rate by the applicable amount.

*For Example:* If the "default" rate were \$1.90 per hour, employees would be permitted to increase their Annuity Plan Contribution Rate from that "default" rate of \$1.90 per hour up to \$2.90 per hour by reducing their Wage Rate by \$1.00, to \$3.90 per hour by reducing their Wage Rate by \$2.00, to \$4.90 per hour by reducing their Wage Rate by \$3.00, and further up to \$7.90 per hour by reducing their Wage Rate by the corresponding amount.

In the event of an employee working in an overtime capacity (i.e., time and one half or double time), the applicable Overtime Wage Contribution Rate shall first be calculated and determined, and then the Annuity Plan Contribution Rate Increase Elective Deferrals shall be made by taking such amount from the Overtime Wage Contribution Rate by reducing said Overtime Wage Contribution Rate by the applicable amount.

*For Example:* If an employee is earning a Wage Contribution Rate of \$40.00 per hour, the Overtime Wage Contribution Rate for time and one half would be \$60.00 per hour and the Overtime Wage Contribution Rate for double time would be \$80.00 per hour, and in following if such employee elected to increase his/her Annuity Plan Contribution Rate by \$6.00 per hour over the "default" rate, then the corresponding Wage Contribution Rate of \$40.00 per hour would become \$34.00 per hour, the corresponding Overtime Wage Contribution Rate for time and one half of \$60.00 per hour would become \$54.00 per hour, and the Overtime Wage Contribution Rate for double time of \$80.00 per hour would become \$74.00 per hour.

- (D) Employees may first make a Contribution Rate Increase as of May 1, 2017 by submitting the above-described Form in the applicable required 10-day time period; and thereafter Employees may make a Contribution Rate Increase or Decrease as of January 1st of each year and/or upon a change of Employers (i.e. being hired by a new/different Employer), by submitting the above-described Form in the applicable required 10-day time period.

- (E) This Section 13.1(b) shall be deemed null and void in the event that the parties to this Agreement and/or the Trustees of the Annuity Plan determine that any of the terms or conditions of this Section 13.2(b) are in violation of or contrary to any state or federal laws or regulations.

Section 13.2(a) Apprentices shall be paid a progressively increasing scheduled wage, based on a percentage of the wage paid Journeymen as follows:

HOURS WORKED	PERCENTAGE OF JOURNEYMEN'S RATE
0 - 1999 hours	40%
2000 hours	50%
4000 hours	60%
6000 hours	70%
8000 hours	80%

1<sup>st</sup> and 2<sup>nd</sup> Year Apprentices shall receive the same fringe benefit package with the exception that he/she will not receive the Local #51 Annuity contribution or the Local #51 Pension contribution until the third (3<sup>rd</sup>) year. He shall receive \$2.50 per hour for the National Pension.

3<sup>rd</sup> Year Apprentices shall receive the same fringe benefit package and 50% of the Local #51 Pension contribution, plus 50% of the National Pension contribution, plus \$.50 Annuity contribution

4<sup>th</sup> Year Apprentices shall receive the same fringe benefit package and 80% of the Local #51 Pension contribution, plus 80% of the National Pension contribution, plus \$.80 Annuity contribution.

5<sup>th</sup> Year Apprentices shall receive the same fringe benefit package and 100% of the Local #51 Pension, plus 100% of the National Pension contribution, plus \$1.00 Annuity contribution.

\* National Pension Plan contributions shall be made for all Apprentices in accordance with the applicable Fringe Benefit Schedule.

**Section 13.2(b)** *APPRENTICE AND TRAINING FUND DRUG AND ALCOHOL USE AND TESTING POLICY.* In order to promote a drug and alcohol-free training program and work place for the safety of apprentice plumbers & Pipefitters, the U.A. Local #51 Joint Apprentice Training Committee have adopted a policy concerning drug and alcohol use and testing. All apprentices will be furnished with a copy of this program and instructed on the contents therein.

**Section 13.3** *TRANSPORTATION* A radius of forty (40) miles from the Town Hall of Somerset, Massachusetts shall be considered a free zone and shall be traveled on the employee's time. Everything beyond that radius, excluding any of the Islands, the employee shall receive ten dollars. (\$10.00) per day for the Towns of Barnstable, Dennis, Hyannis, and Yarmouth. Travel pay will be twenty dollars (\$20.00) a day for the towns of Brewster, Chatham, Eastham, Orleans, Provincetown, Truro, and Wellfleet. The employee shall travel on his or her time.

All Apprentices shall be reimbursed up to \$10.00 per day for parking upon presentation to their Employer of the proper receipt. Payment of expense requires that the employee work a full eight (8) hour day. However, if the employee is sent home for any reason by the employer, he or she shall then receive the expenses for that day. For jobs on any of the Islands (New Shoreham, Martha's Vineyard, and Nantucket), all transportation and lodging shall be provided by the contractor. All other expenses shall be mutually agreed to by the employee, the employer, and the Business Manager.

**Section 13.4** Each Employer covered by this Agreement shall pay to New England Mechanical Contractors Association (NEMCA) the sum of \$ .26 per clock hour worked by and for employees covered by this Agreement. Industry Improvement Funds shall only be used to finance such vital construction industry programs as manpower training, safety, research, public relations, education and the promotion of good relations with owners and governmental contracting agencies.

It is expressly understood and agreed that no Employee, Employer, or Union has any vested or proprietary interest in, or right to any sum constituting a part of New England Mechanical Contractors Association Fund, and that no direct benefit is conferred upon or derived by any employees from the fund.

**Section 13.5** All work performed outside of the above hours on Monday to Friday inclusive, and all work on Saturday or Sunday, and all work on:

Any shop or jobsite in the State of Massachusetts shall observe the following holidays:

New Year's Day	Independence Day
M.L.K. Day	Labor Day
President's Day	Columbus Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Christmas Day	

Any shop or jobsite in the State of Rhode Island shall observe the following holidays:

New Year's Day	Victory Day
M.L.K Day	Labor Day
Presidents Day	Columbus Day
Memorial Day	Veterans Day
Independence Day	Thanksgiving Day
	Christmas Day



**Section 13.6** Foremen shall be assigned as follows and all jobs shall have a Foreman:

1. Up to nine (9) men - One Foreman from crew
2. Up to ten (10) men - Two Foremen
3. Up to fifteen (15) men - Two Foremen, One General Foreman
4. Up to twenty (20) men - Three Foremen, One General Foreman
5. Up to twenty-five (25) men - Four Foremen, One General Foreman
6. Up to thirty (30) men - Four Foremen, One Area Foreman, One General Foreman
7. Up to thirty-five (35) men - Five Foremen, One Area Foreman, One General Foreman.
8. Up to forty (40) men - Six Foremen, One Area Foreman, One General Foreman
9. Up to forty-five (45) men - Six Foremen, Two Area Foremen, One General Foreman

The above ratio (5 men per Foreman) shall govern when manpower requirements greater than 45 Men are filled.

**The Employer may have a "roving" Foremen on a "site specific" basis**

**Section 13.7** The Foreman will receive 10% times the total package added to the Journeyman's rate. The Area Foreman will receive 13% times the total package added to the Journeyman's rate and the General Foreman will receive 13% times the total package added to the Journeyman's rate, except when an area foreman is employed the General Foreman will receive 15 % times the total package added to the Journeyman's rate.

**Section 13.8** The Employer agrees to provide for the administration of preventive medication such as, but not limited to a Hepatitis vaccine, when work conditions dictate the prudent prevention of contracting any potential life-threatening disease or illness.

**Section 13.9** The UA Foreman Training Class shall be added to the Apprentice Training Curriculum.

## **ARTICLE XIV**

### **TERMINATION, PAYDAY AND ACCOUNTABILITY**

**Section 14.1** Upon termination the Employer will make out a notice of termination slip setting forth the reason for termination, giving one copy to the employee, and one copy for the Employer's file.

**Section 14.2** An employee laid off during normal working hours, Monday through Friday, shall be paid in full at the time of termination. If an employee is laid off during overtime, shift work, holiday or weekend, the Employer has two (2) business days to pay the employee. The check will be postmarked by the following business day or available at the Employer place of business, the Union Hall or sent by mail to the employee's last known address or through the use of direct deposit. If the employee quits, they will be paid in full at the end of the next regular pay period. The Employer will make every effort to supply a layoff check at the time of layoff in order to assist a traveling/out of state U.A. Member.

**Section 14.3** The employee will account for all tools, issued properties and materials belonging to the Employer upon termination of employment.

**Section 14.4** On jobs of any magnitude or longevity, when a contractor from the outside of the jurisdiction area of Local # 51 Plumbers & Pipefitters secures the work, he shall make the necessary arrangements with a local bank near the jobsite so that the employees will be able to cash their weekly pay checks.

## **ARTICLE XV**

### **FABRICATION**

**Section 15.1** The parties agree that this Article is a material and substantial part of this Agreement, establishing terms of employment, and that the breach of any provision of this Article constitutes a substantial breach of the Agreement. The parties agree that, upon a breach of this Article, either party may, at its option, seek enforcement by judicial determination or by other judicial relief that it deems appropriate or it may submit the violation of this Article to arbitration in accordance with Article XVII.

**Section 15.2** All pipes may, at the option of the Employer, be fabricated on the job or in a shop by employees, who are covered by Local 51 agreement.

## **ARTICLE XVI**

### **HVAC, Refrigeration & Plumbers Service**

### **UNIFORMS AND TOOLS**

**Section 16.1** When the Employer requires special uniforms, the Employer shall furnish them. Employees shall not be required to furnish tools other than hand tools. Pipe threading and cutting tools, vises, torches, all electrical and special testing equipment and gauges shall not be deemed hand tools and shall be furnished by the employer.

### **REFERRAL AND IDLING PROCEDURE**

**Section 16.2** Upon request of a Contractor for Air Conditioning and Refrigeration Journeymen, the Union shall immediately refer competent and qualified registrants to the Contractor in sufficient number required by the Contractor, in the manner and under the conditions specified in this Agreement.

Contractors may call the union for qualified Journeymen. Whenever a contractor decides to obtain Journeymen from the Union on any job, he 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 Journeymen desired.

The Union shall establish and maintain an appropriate registration facility for qualified applicants for employment as journeymen. Each applicant for employment shall be required to furnish such data records, names of Employers as may be deemed necessary and each applicant shall complete such form of registration and shall also list any special skills they may possess.

Bona fide requests by Contractors for Journeymen with special skills and abilities will be honored. The Dispatching Agent shall dispatch persons possessing such skills and abilities in the order **in** which their names appear on the out of work list.

The employer retains the right to reject any job applicant referred by the Union.

The union agrees to furnish to the Employers as many competent refrigeration apprentices as requested by the Employer subject to the refrigeration apprenticeship standards as approved by the joint apprentice committee and the Rhode Island State Apprentice Council.

### **CLASSIFICATION OF EMPLOYEES**

**Section 16.3**      **Service Plumber and Service Refrigeration** shall be skilled craftsmen in their trade, with a minimum of five (5) years actual, practical working experience. They may be required to pass the UA STAR Exam for Service Journeyman as to their skills. They shall be allowed to perform all of the work covered under this Agreement. Service Journeymen shall be paid in accordance with the Local 51 Collective Bargaining Agreement.

**Section 16.4**      **Servicemen (MES)** must have practical working experience in the residential and commercial mechanical equipment field and have at minimum a State of R.I. Journeyman II refrigeration license. They may be required to pass the UA STAR exam for Servicemen as to their skills. For the purpose of further developing their technical skills servicemen may assist Journeymen. To become a Service Journeymen, a Servicemen (MES) will be required to have a State journeyman I refrigeration license and pass the UA STAR exam for Service Journeymen. A minimum of (3) years or 6000 hours working as a Servicemen (MES) will be required to become eligible to take this exam. Servicemen (MES) will receive the rate of pay and benefits as defined in the schedule A of the National Service and Maintenance agreement, with the following exception. In lieu of the \$2.00 pension contribution, the full local pension will be paid.

**Section 16.5**      **An Apprentice** shall be permitted to perform service and maintenance work alone when he/she has reached the fourth pay period of his or her apprenticeship. Until the start of the fourth year, a Service Apprentice shall be paid the same rates and benefits as the Building Trades Apprentice, except there will be no National Pension contribution. Beginning with the fourth year the Service Apprentice shall be paid in accordance with the Serviceman rate defined above.

To become a Service Journeymen all graduates of the JATC refrigeration program will be required to have a State journeyman I refrigeration license and pass the UA STAR exam for Service Journeymen.

**Section 16.6**      **Tradesmen** shall be allowed to perform routine maintenance and inspections on all existing systems, including:

- Systems operations under contract with customer
- Filter changing
- Oiling and greasing
- Belt adjusting or replacement
- Cleaning of cooling towers, coils, evaporator and condenser tubes
- Water treatment
- General housekeeping
- Truck driving including pick-up delivery of parts or equipment
- Indoor Air Quality (IAQ) related work
- Drain and sewer cleaning

Tradesmen shall be compensated in accordance with the United Association's Mechanical Service Agreement Schedule "A" for New England.

### **WORKING HOURS FOR EMPLOYEES**

**Section 16.7**      The maximum working hours at straight time in any one week on Installation, Service or Maintenance work shall be forty (40) hours. Time and one half will be paid in excess of and (8) hour day or a 40 hour workweek.

Standby service rate of pay will be agreed upon by the employer and employee and approved by the local union. "On Call" hours shall adhere to the following schedule;

Monday thru Thursday	1 hour for standby	2 hours minimum for response
Friday	2 hours for standby	3 hours minimum for response
Saturday & Sunday	2 hours for standby	3 hours minimum for response
Holidays	2 hours for standby	3 hours minimum for response

Standby hours shall be paid at the current wage only, response hours as well as all hours worked will be paid at 1.5 (1 1/2) times the hourly rate plus benefits for actual hours worked. The hours of standby service is the sole discretion of the employer. If a national company currently has, or in the future implements a company policy regarding standby service, the policy providing the greater benefit will be used by that contractor. When an employee is required by the Employer to undergo an examination such as fingerprints, pictures, etc., the employee shall receive pay at the regular wage rate, for the time required for such routine. When an employee reports for work during the regular work day and is not given the opportunity to work, and was not notified before completing the previous day's work, the Employee shall be paid (3) hours reporting time.

## **OVERTIME WAGE RATES**

**Section 16.8** All time worked before and after the established workday of eight (8) hours, Monday, through Saturday, and all non-scheduled emergency work performed on Sundays shall be paid in accordance with the local agreement covering service at a rate not to exceed time and one-half. All scheduled time worked on Sunday and all work on a holiday within the jurisdiction where the Employee is working shall be paid in accordance with the local agreement covering service at a rate not to exceed double time.

In the event that a Service Journeyman who may be covered by an alternative collective bargaining agreement (such as the National Service and Maintenance Agreement) is working at a jobsite along with a Construction Journeyman covered by the terms and conditions of this Collective Bargaining Agreement, then such Service Journeyman shall be entitled to the additional Overtime Pay provisions set forth above in Section 11.3 ("Overtime") of this Agreement (i.e., stating that time and one-half shall be paid in excess of an (8) hour workday and for the first eight hours on Saturday, and work on Sunday and/or holidays and anything in excess of (10) hours and after (8) hours on Saturday shall be paid at the double time rate) as long as said Service Journeyman continues working at the jobsite along with the Construction Journeyman.

When an employee is called upon to work on an overtime day, such working times shall be paid for on the basis of actual hours worked times the overtime rate. The minimum number of hours to be paid on such work shall be three (3) hours.

## **TRAVEL AND SUBSISTENCE**

**Section 16.9** Employees referred to jobs shall report to a location designated by the Employer. When requested to stay away from home overnight, the Employee shall be reimbursed for meals and lodging at reasonable rates, which when not previously agreed upon by the Employer and the Union, will be substantiated by receipts.

The employer shall provide Employees with a company vehicle when necessary in the performance of their duties. However, Employees covered by this section of the agreement are permitted, on a temporary basis; to use their personal vehicles for transportation from home location to job and from one job to another during the work day and may transport tools and materials. If the Employee is required to carry any equipment or material to and from the job location he will be compensated twenty-five dollars (\$25.00) per day plus the IRS Mileage Allowance per mile.

All Employees who drive company vehicles will be required to maintain a valid driver's license and maintain a safe driving record, consistent with any Employer's safety programs and, or insurance requirements, as a condition of continued employment. The employer shall have the right to check the validity of such driver's license.

## **ARTICLE XVII NO STRIKE, NO LOCKOUT**

**Section 17.1** During the term of the Agreement, each of the signatory parties agrees that there will be no strikes, work stoppages or lockouts by members of the Union or by the Employer over disputes over the terms and

conditions of this Agreement, provided, however, the Union may strike where an Employer fails to pay wages in full and on time or the Union has been advised by the administrative officer of the fringe benefit funds in accordance with Section 8.2 that an Employer is delinquent in the payment of fringe benefits.

**Section 17.2** This no strike, no lockout commitment is based upon the agreement by both parties to be bound by the grievance and arbitration provisions of this Agreement

## **ARTICLE XVIII**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 18.1** In the event of any dispute between parties of this Agreement as to the rights and/or obligations under this Agreement, a representative of Local 51 and a representative of the Employer shall be immediately notified. Every effort possible shall be made by these individuals to settle the dispute within eight (8) working days; thereafter the subsequent provisions of this Article are invoked.

**Section 18.2** In the event that a dispute is not settled under the provisions of Section 16.1, it shall be referred to the Joint Grievance Committee composed of representatives of the Union and representatives of the Association. Said Committee shall meet within five (5) working days following receipt of written notice to the Union and to the Association from either of the parties to the dispute. The Committee shall issue a decision within five (5) working days following its meeting. A unanimous decision of the Joint Grievance Committee is final and binding on the parties.

**Section 18.3(a)** The Union or the Employer may appeal any non-unanimous decision of the Joint Grievance Committee or any grievance the Committee fails to act on within five (5) working days, by submitting such grievance to binding arbitration by notifying the other party and the affected Employer in writing to that effect. Such impartial arbitrator shall be selected from a list of five (5) arbitrators to be furnished by the Federal Mediation and Conciliation Service,\*\* said selection to be effected by the parties alternatively striking names from such list and the person whose name remains on the list after four (4) having been so stricken shall be the impartial arbitrator. Such selection of the impartial arbitrator shall be effected within five (5) working days after receipt of the list from the Federal Mediation and Conciliation Service or the American Arbitration Association.

**Section 18.3(b)** The decision or award of the impartial arbitrator shall be final and binding upon all parties. The impartial arbitrator shall have no authority to add to, subtract from or modify the terms of this Agreement.

**Section 18.3(c)** Each party to this Agreement shall bear the expenses of preparing and presenting its own case. The fees and expenses of the arbitration shall be borne equally by the parties hereto. Any stenographic record or transcript shall be paid for by the party or parties ordering the transcript.

**Section 18.4** A grievance, which must be submitted in writing, shall be considered null and void if not brought to the attention of the Employer within ten (10) working days.

**\*\*** In lieu of the Federal Mediation and Conciliation Service, the parties can obtain a list from any of the following: A State Employment Relations Committee or the American Arbitration Association

## **ARTICLE XIX DURATION, TERMINATION AND RENEWAL OF AGREEMENT**

**Section 19.1** This Agreement, which is in force and effective until August 28, 2026 shall automatically renew itself for an additional period of one (1) year from the termination date hereof unless either party serves written notice upon the other sixty (60) days prior to its expiration date requesting that it be amended or terminated. The other party shall reply to any demands or requests contained in such notice at least thirty (30) days prior to the expiration date of this Agreement. In the event that such notice is given by the Union, the same shall also constitute the sixty (60) day strike notice required by the Taft-Hartley Act.

**Section 19.2** If a timely notice has been served by either party in accordance with Section 19.1 and local

facilities to resolve disputes over wages, hours and working conditions have failed of settlement, the Union and the Association agree to submit the dispute to the Industrial Relations Council For the Plumbing and Pipefitting Industry (IRC). The decision of the IRC shall be final and binding on the Union and the Association. Pending the IRC's final decision all terms and conditions of this agreement shall continue in full force and effect.

## **ARTICLE XX LENGTH AND PURPOSE OF AGREEMENT**

**Section 20.1** This Agreement made this 29th day of August, 2022 shall be effective from **August 29, 2022 to August 28, 2026.**

**Section 20.2** The purpose of this Agreement is to establish the wages, hours and other conditions of employment, and to establish rules and procedures for the settlement of disputes and differences between the parties and to secure at all times a sufficiency of skilled journeymen, apprentices or other classifications which are covered by this Agreement, so that the Employer may have sufficient capable employees and the employees may have as much continuous employment as possible, thereby preventing waste and unnecessary expenses, annoyance or delay caused by strikes, lockouts or other labor-management disputes.

## **ARTICLE XXI OTHER AGREEMENTS**

**Section 21.1** No Contractor bound hereunder shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other contractors employing persons presented by the Union performing such similar work in the same jurisdiction, except as provided in this Article.

**Section 21.2** Where the United Association makes an agreement with a National Contractor which is applied on a particular job, no signatory Contractor on that job shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to the National Contractor; but the terms and conditions of the National Agreement shall not apply elsewhere in this jurisdiction.

**Section 21.3** There shall be no single job agreements. The Union will not enter into any single job agreements with a non-signatory contractor of the Collective bargaining Agreement. The Union reserves the right to sign a contractor to the Collective Bargaining Agreement for one job, as long as that job is under a Project Labor Agreement.

## **ARTICLE XXII SUBCONTRACTING**

**Section 22.1** The Employer agrees that he will not subcontract or sublet out any work covered in Article III to be performed at the site of the Construction, repair or alteration unless the Employer to whom the work is subcontracted or sublet is signatory to a UA Agreement.

## **ARTICLE XXIII PLUMBERS AND PIPEFITTERS NATIONAL PENSION FUND**

## AMENDED STANDARD FORM OF PARTICIPATION AGREEMENT

The undersigned Employer and Union agree that the Employer shall make pension contributions to the National Pension Fund in accordance with the terms of this agreement on behalf of those employees who are covered by the National Pension Fund pursuant to the Collective Bargaining Agreement.

**Section 23.1 (a)** Commencing with the 1st day of September, 2016, and for the duration of the current Collective Bargaining Agreement between said parties, and any renewals or extensions thereof, the Employer agrees to make payments to the Plumbers and Pipefitters National Pension Fund for each Employee who is covered by the Plan in each classification listed in accordance with the said Collective Bargaining Agreement.

Any classification of Employees who are excluded from the Plan pursuant to good faith bargaining and for whom contributions are not required by the collective bargaining agreement shall not participate in the Plan. Persons in such excluded classifications shall not be considered "Employees" for purposes of the Plan and this Standard Form of Participation Agreement.

**Section 23.1(b)** The Employer shall make the contributions set out in subparagraph l(a) for each hour or portion thereof, for which an Employee is paid or entitled to payment for performance of duties for the Employer. (Each overtime hour shall be counted as one regular hour for which contributions are payable.)

**Section 23.1 (c)** Contributions as set out in subparagraph l(a) above shall be paid starting with the Employee's first day of employment in a job classification covered by the Collective Bargaining Agreement.

**Section 23.1 (d)** The payments to the National Pension Fund shall be made to the "Plumbers and Pipefitters National Pension Fund" which was established under an Agreement and Declaration of Trust, dated July 23, 1968 and restated December 13, 1978. The Employer, by signing this Collective Bargaining Agreement providing for participation in the Plumbers and Pipefitters National Pension Fund, agrees to be bound by all of the terms and conditions of the Restated Agreement and Declaration of Trust. Any Employer so adopting the Restated Agreement and Declaration of Trust thereby ratifies, accepts and designates as its representatives the Employer Trustees to designate additional Employer Trustees and successor Employer Trustees in accordance with the terms and conditions thereof, and authorized the Trustees to adopt amendments to the Restated Agreement and Declaration of Trust. The Employer hereby acknowledges receipt of a copy of the Restated Agreement and Declaration of Trust in effect when this Agreement is signed.

**Section 23.2** It is agreed that the Pension Plan adopted by the Trustees of the said National Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.

**Section 23.3** It is agreed that all contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to retain an accountant or accounting firm to perform payroll audits of the Employer to determine whether the correct amount of contributions have been made or to determine whether contributions have been made on behalf of all Employees covered by the Plan.

**Section 23.4** If an Employer fails to make contributions to the Pension Fund within 20 days of the end of the month during which the work was performed, the Union shall have the right to take whatever steps are necessary to secure compliance, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs and expenses for collecting the payments due, together with attorneys' fees, interest on the unpaid contributions of 12% per annum, and liquidated



damages of 10% of the unpaid contributions. The employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure or the "no-strike" clause provided under the Collective Bargaining Agreement.

**Section 23.5** The parties agree that this Participation Agreement shall be considered a part of the Collective Bargaining Agreement between the signed parties,

**Section 23.6** The expiration date of the present Collective Bargaining Agreement between the signed parties is **August 28, 2026**. Copies of the Collective Bargaining Agreement and all renewal or extension agreements will be furnished promptly to the National Pension Fund office and, if not consistent with this section of the Agreement, can be used by the Trustees as the basis for termination of participation of the Employer.

## **ARTICLE XXIV**

**Section 24.1** Local Union 51 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industries of the United States and Canada and the New England Mechanical Contractors Association recognizes and adopts the U.A. Standard of Excellence Policy.

## **ARTICLE XXV**

**Section 25.1.** ..The Trustees of the UA Local 51 Pension Plan agree to maintain a minimum contribution rate of \$10.70 per hour from August 29, 2022 thru August 28, 2026 and to maintain the Pension Plan's "Rule of 80" with a minimum retirement age of 56 years. In a Default Plan, if the above-stated contribution levels are reduced without prior approval of the Pension Trustees, the "Rule of 80" shall be eliminated and the retirement age shall be increased to 62 years of age.

**FOR  
PLUMBERS AND PIPEFITTERS  
LOCAL UNION NO. 51, UNITED ASSOCIATION**

Paul R. Alvarez

Signature: (Authorized Union Officer)

8/29/22

Date:

**FOR  
THE ASSOCIATION**

New England MCA

Name of Association:

[Signature]

Signature: (Authorized Officer of Association)

8/29/22

Date:

If Employer Association, attach a list of names and addresses of the Employers represented by Association

**FOR**  
**THE EMPLOYER**  
Signature (Authorized Officer of Employer)

\_\_\_\_\_

Print Signature Name:

\_\_\_\_\_

Date:

\_\_\_\_\_  
\_\_\_\_\_

**Additional Employer Information**

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\_\_\_\_\_  
\_\_\_\_\_

Full Address

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Federal ID#

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Alternate Number

\_\_\_\_\_

## **NOTES**