



# **AGREEMENT AND CONTRACT**

**June 1, 2023, through May 31, 2029**

By and Between Members of

**Mechanical Contractors Association of Kansas City**

and

**Plumbers & Gas Fitters Local Union No. 8**

of the

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND  
PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA

**INDEX OF AGREEMENT BETWEEN  
MECHANICAL CONTRACTORS ASSOCIATION OF KANSAS CITY  
and  
Plumbers & Gas Fitters Local Union No. 8**

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

**INDEX**

Preamble.....	4
UA Standard for Excellence.....	4
Member and Local Union Responsibilities.....	4
Employer and Management Responsibilities .....	5
Problem Resolution .....	5
Policy Committee.....	6
Article 1, Recognition .....	7
Section 1.1, Recognition .....	7
Article 2, Geographical Jurisdiction .....	7
Section 2.1, Counties Covered .....	7
Article 3, Trade or Work Jurisdiction .....	8
Section 3.1, Work Covered .....	8
Section 3.2, Adjustment of Jurisdictional Disputes .....	8
Section 3.3, No Work Stoppages Because of Jurisdictional Dispute .....	8
Section 3.4, Pre-Job Conference.....	8
Section 3.5, Temporary Heat.....	8
Section 3.6, Plumber Work.....	8
Article 4, Union Security .....	9
Section 4.1, Union Membership Required.....	9
Section 4.2, Discharge of Non-Member .....	9
Section 4.3, Re-Open Contract if Union Security Laws Change .....	9
Section 4.4, Stewards.....	9
Section 4.5, Union Representatives Access to Job.....	9
Article 5, Referral and Hiring Procedure .....	9
Section 5.1, Union Source of Referral & Non-discrimination.....	9
Section 5.2, Training of Apprentices.....	10
Section 5.3, Pre-Apprentice Program .....	10
Section 5.4, Contractor to Hire Only Qualified Journeymen and Apprentices .....	10
Article 6, Management Rights .....	10
Section 6.1, Management Determines Work Size .....	10
Section 6.2, Non-Sanction after Hours.....	11
Section 6.3, Production and Manpower.....	11
Article 7, Employee Benefit Funds.....	11
Section 7.1, Agreement & Pay to Funds .....	11
Section 7.2, Pension Plan to Provide Deductible Contributions .....	11
Section 7.3, Trustee’s Right to Audit .....	11
Section 7.4, Union Right to Take Action to Compel Contributions .....	11
Section 7.5, Industry Development Fund.....	12
Section 7.6, Delinquent Contractors to Post Cash Bond .....	12
Section 7.7, International Training Fund .....	14
Section 7.8, Optional Defined Contribution Plan .....	15
Section 7.9, Optional Vacation/Savings Fund .....	15

<b>Article 8, Miscellaneous Provisions</b> .....	15
Section 8.1, No Demand for increase in Wage Rate.....	15
Section 8.2, Contractor to Furnish Protective Equipment and Clothing.....	15
Section 8.3, Foreman to Report Unsafe or Hazardous Conditions.....	15
Section 8.4, Plumber Not to Furnish Vehicle on Construction Work-Mileage	
Reimbursement for Moving During Workday .....	15
Section 8.5, Apprentice Program.....	15
Section 8.6, Contractor Comply with Safety Rules.....	15
Section 8.7, Owner/Operator .....	16
Section 8.8, Dues Check-Off File/MCA .....	16
Section 8.9, Selection of Foremen, Efficient Use of Manpower .....	16
Section 8.10, Injury Procedure on Job.....	16
Section 8.11, Workers Compensation .....	16
Section 8.12, Substance Abuse Policy.....	16
<b>Article 9, Hours of Work, Overtime and Shift Work</b> .....	17
Section 9.1, Hours of Work.....	17
Section 9.2, Contractors to Report Hours Worked.....	17
Section 9.3, Overtime Rates .....	17
Section 9.4, Holidays.....	17
Section 9.5, Overtime Equally Divided .....	18
Section 9.6, Show-Up Pay.....	18
Section 9.7, Show-Up Pay – Overtime.....	18
Section 9.8, End of Day Cleanup .....	18
Section 9.9, Parking .....	18
Section 9.10, On Call Pay .....	18
<b>Article 10, Construction, and Installation</b> .....	18
Section 10.1, Foreman Ratio .....	18
Section 10.2, Required Uniforms Provided by Contractor .....	19
Section 10.3, No Piece Work .....	19
Section 10.4, Employee Not Required to Furnish Tools.....	19
Section 10.5, Supervision of Apprentices Required .....	19
Section 10.6, Directions or Orders on Jobs.....	19
Section 10.7, Hightime.....	19
Section 10.8, Tools Furnished by Contractor Charged to Workman .....	19
Section 10.9, Travel Zones .....	19
Section 10.10, Confined Space .....	19
<b>Article 11, Economic Package and Other Contributions</b> .....	20
Section 11.1, Classifications Set Forth in 11.2 .....	20
Section 11.2, Economic Packages .....	20
Section 11.3, Subsistence .....	21
Section 11.4, Contributions Paid on Show-Up, Travel, etc .....	21
Section 11.5, Workplace Injury-light duty .....	21
<b>Article 12, Termination, Payday and Accountability</b> .....	22
Section 12.1, Wages Paid Weekly.....	22
Section 12.2, Insufficient Funds Checks .....	22
Section 12.3, Payment upon Discharge .....	22
Section 12.4, Payment on Quit.....	22
Section 12.5, Direct Deposit .....	22

<b>Article 13, No Strike, No Lockout .....</b>	<b>22</b>
<b>Section 13.1, No Strikes .....</b>	<b>22</b>
<b>Section 13.2, Bound by Joint Conference Board.....</b>	<b>23</b>
<b>Article 14, Joint Conference Board Procedure .....</b>	<b>23</b>
<b>Section 14.1, Joint Conference Board Composition.....</b>	<b>23</b>
<b>Section 14.2, Controversy Submitted.....</b>	<b>23</b>
<b>Section 14.3, Written Claim Filed Within 60 Days .....</b>	<b>23</b>
<b>Section 14.4, Employee Grievances .....</b>	<b>23</b>
<b>Section 14.5, Parties to Meet To Attempt Adjustment .....</b>	<b>23</b>
<b>Section 14.6, Failure to Adjust Refer to Conference Board .....</b>	<b>23</b>
<b>Section 14.7, Arbitration – Industrial Relation Council.....</b>	<b>23</b>
<b>Section 14.8, No Strike during Grievance Process.....</b>	<b>23</b>
<b>Article 15, Other Agreements .....</b>	<b>24</b>
<b>Section 15.1, Each Signer Entitled to names of All Other Signers .....</b>	<b>24</b>
<b>Section 15.2, Most Favored Nations Clause.....</b>	<b>24</b>
<b>Article 16, Subcontracting .....</b>	<b>24</b>
<b>Section 16.1, Subcontracting Only to Union Contractors .....</b>	<b>24</b>
<b>Article 17, Length and Purpose of Agreement.....</b>	<b>24</b>
<b>Section 17.1, Reopening to Combat Conditions Detrimental to the Industry .....</b>	<b>24</b>
<b>Section 17.2, Severability Clause .....</b>	<b>24</b>
<b>Section 17.3, Entire Agreement .....</b>	<b>24</b>
<b>Article 18, Classification Definitions .....</b>	<b>25</b>
<b>Article 19, Duration, Termination and Renewal of Agreement.....</b>	<b>26</b>
<b>Section 19.1, Effective Dates of Agreement .....</b>	<b>26</b>
<b>Signature Page for Contract .....</b>	<b>27</b>

## Preamble

This agreement is made and entered into the 1<sup>st</sup> day of June 2023, between the Mechanical Contractors Association, acting as bargaining agent for and on behalf of its members, who accept and sign this Agreement, and the Plumbers Local Number 8 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, A.F.L.-C.I.O.

### WITNESSETH:

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

- (a) Establish and set forth in this Agreement rules and regulations to govern employment wage scale, craftsmanship qualifications and working conditions of Journeymen Plumbers and Apprentices.
- (b) To encourage closer cooperation and better understanding between Contractor and employee members of this particular craft to the end that a satisfactory, continuous and harmonious labor relationship will exist between both parties to this Agreement.
- (c) To prevent strikes and lockouts and facilitate peaceful adjustments of all disputes and grievances which may arise between Contractor and Union.
- (d) The **United Association Standard for Excellence** is incorporated and adopted by the parties to this Agreement as follows:
  - i. **MEMBER AND LOCAL UNION RESPONSIBILITIES:** To ensure the **UA Standard for Excellence** platform meets and maintains its goals, the Local Union Business Manager, in partnership with his implementation team, including shop stewards and the local membership, shall ensure all members:
    - Meet their responsibilities to the employer and their fellow workers by arriving on the job ready to work, every day on time (Absenteeism and tardiness will not be tolerated.)
    - Adhere to the contractual starting and quitting times, including lunch and break periods (Personal cell phones will not be used during the workday with the exception of lunch and break periods.)
    - Meet their responsibility as highly skilled craftworkers by providing the required tools as stipulated under the local Collective Bargaining Agreement while respecting those tools and equipment supplied by the employer
    - Use and promote the local union and international training and certification systems to the membership so they may continue on the road of lifelong learning, thus ensuring UA craftworkers are the most highly trained and sought after workers
    - Meet their responsibility to be fit for duty, ensuring a zero-tolerance policy for substance abuse is strictly met
    - Be productive and keep inactive time to a minimum
    - Meet their contractual responsibility to eliminate disruptions on the job and safely work towards the on-time completion of the project in an auspicious manner
    - Respect the customers' property (Waste and property destruction, such as graffiti, will not be tolerated.)
    - Respect the UA, the customer, client and contractor by dressing in a manner appropriate for our highly skilled and professional craft (Offensive words and symbols on clothing and buttons are not acceptable.)
    - Respect and obey employer and customer rules and policies
    - Follow safe, reasonable and legitimate management directives

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

- Replace and return to the referral hall ineffective superintendents, general foremen, foremen, journey workers and apprentices
- Provide worker recognition for a job well done
- Ensure that all necessary tools and equipment are readily available to employees
- Minimize workers' downtime by ensuring blueprints, specifications, job layout instructions and material are readily available in a timely manner
- Provide proper storage for contractor and employee tools
- Provide the necessary leadership and problem-solving skills to jobsite supervision
- Ensure jobsite leadership takes the necessary ownership of mistakes created by management decisions
- Encourage employees, but if necessary, be fair and consistent with discipline
- Create and maintain a safe work environment by providing site specific training, proper equipment and following occupational health and safety guidelines
- Promote and support continued education and training for employees while encouraging career building skills
- Employ an adequate number of properly trained employees to efficiently perform the work in a safe manner, while limiting the number of employees to the work at hand, thereby providing the customer with a key performance indicator of the value of the **UA Standard for Excellence**
- Treat all employees in a respectful and dignified manner, acknowledging their contributions to a successful project
- Cooperate and communicate with the job steward

iii. PROBLEM RESOLUTION THROUGH THE **UA STANDARD FOR EXCELLENCE** POLICY: Under the **UA Standard for Excellence** it is understood that members through the local union, and management through the signatory contractors, have duties and are accountable in achieving successful resolutions.

1) MEMBER AND LOCAL UNION RESPONSIBILITIES:

- The local union and the steward will work with members to correct and solve problems related to job performance.
- Job stewards shall be provided with steward training and receive specialized training with regard to the **UA Standard for Excellence**.
- Regular meetings will be held where the job steward along with UA supervision will communicate with the management team regarding job progress, work schedules, and other issues affecting work processes.
- The job steward shall communicate with the members about issues affecting work progress.
- The business manager or his delegate will conduct regularly scheduled meetings to discuss and resolve issues affecting compliance of the **UA Standard for Excellence** policy.
- The steward and management will attempt to correct such problems with individual members in the workplace.

- Individual members not complying with membership responsibility shall be brought before the Local Union Executive Board, which will address such members' failure to meet their obligation to the local and the UA, up to and including filing charges. The local union's role is to use all available means to correct the compliance problem.
- 2) EMPLOYER AND MANAGEMENT RESPONSIBILITIES:
- Regular meetings will be held where the management team and UA supervision will communicate with the job steward regarding job progress, work schedules, and other issues affecting the work process.
  - Management will address concerns brought forth by the steward or UA supervision in a professional and timely manner.
  - A course of action shall be established to allow the job steward and/or UA supervision to communicate with higher levels of management in the event there is a breakdown with the responsible manager.
  - In the event that the employee is unwilling or unable to make the necessary changes, management must make the decision whether the employee is detrimental to the **UA Standard for Excellence** platform and make a decision regarding his/her further employment.
- 3) ADDITIONAL JOINTLY SUPPORTED METHODS OF PROBLEM RESOLUTION:
- In the event an issue is irresolvable at this level, the local or the contractor may call for a contractually established labor management meeting to resolve the issues.
  - Weekly job progress meetings should be conducted with job stewards, UA supervision and management.
  - The local or the contractor may involve the customer when their input is prudent in finding a solution.
  - Foremen, general foremen, superintendents, and other management should be educated and certified as leaders in the **UA Standard for Excellence** policy.
- iv. POLICY COMMITTEE:
- 1) A Policy Committee consisting of one member appointed by the Union and one member appointed by the Mechanical Contractors Association and a Public Member who shall be a neutral party appointed by both these members shall be formed to consider any complaint from the Union, any employee, member, or any signatory employer arising from or relating to the **UA Standard for Excellence**.
  - 2) The Policy Committee shall have the power to make a final and binding decision on any matter referred to it which shall be complied with by the Local Union, signatory employers and the Mechanical Contractors Association, as the case may be, and employees covered by the Collective Bargaining Agreement. The Committee is not authorized to add to, or subtract from, or modify any of the provisions of the Collective Bargaining Agreement, and its decision shall be in accord with the Agreement.
  - 3) The Union will institute a Three-Strike Policy, wherein a member may be discharged for cause. Upon discharge for cause, the employer will provide written notification to the Union, stating the reason for member's discharge. Any member who is discharged for cause two (2) times during a twelve-month period or who has engaged in egregious conduct in violation of the **UA Standard for Excellence** shall result in member appearing before Local 8's Executive Board. A third (3<sup>rd</sup>) instance within a twelve-month period shall be referred to the neutral member of the Committee to determine the member's continued eligibility to seek referral or continue to work for signatory contractors. The neutral

member of the Committee shall, within five (5) business days, review the qualifications of the member, the reason for the discharges or other evidence relating to violation with the **UA Standard for Excellence**.

- 4) The neutral member of the Committee, may, in his/her sole discretion, issue a final and binding decision providing: (1) that the member obtain further training from the JATC; (2) disqualify the member for referral or continued employment for any or all signatory contractors for a period of two weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the member to an employee assistance program, if available, for evaluation, treatment, or recommended action; or (4) declare the member eligible for continued referral or employment, pursuant to the Collective Bargaining Agreement, including restoration of the member to his/her appropriate place on the referral list.
- 5) The Committee shall have the power to establish rules concerning persons referred to the Committee, including the use of transcripts, lawyers, and the like, in keeping with the need to maintain an orderly and efficient process unencumbered by excessive formality and delay.
- 6) Nothing in the process described herein shall prevent a member from filing a grievance relating to the underlying termination for cause, or other employer action, in a timely manner after that action occurs. The process shall also not negate any established agreed upon drug policy, including the penalties contained in that policy.
- 7) The costs of the Neutral Party, if any, shall be borne equally by the Local Union and the Mechanical Contractors Association.

## **ARTICLE 1 RECOGNITION**

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

## **ARTICLE 2 GEOGRAPHICAL JURISDICTION**

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

**ARTICLE 3**  
**TRADE OR WORK JURISDICTION**

- Section 3.1** The hours of labor and working conditions set forth hereunder will apply on all work contracted for by the Contractors signatory to this Agreement coming within the recognized jurisdiction of the Union.
- Section 3.2** In recognition of the above work jurisdictional claims, it is understood that the assignment of work and the settlement of jurisdictional disputes with other Building Trades organizations shall be adjusted in accordance with the procedure established by the Impartial Jurisdictional Disputes Board or any successor agency of the Building Trades Department. In order to avoid jurisdictional controversies with other crafts, the Contractors will endeavor wherever practical to procure and embrace in his contracts all phases of the piping industry as set forth in the statement of jurisdiction in the International Constitution of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada.
- Section 3.3** There shall be no work stoppage because of jurisdictional disputes.
- Section 3.4** The Contractor agrees to have a pre-job conference with the Union in advance of the start of any job, in order to minimize any jurisdictional dispute before the job starts, if requested by either party.
- Section 3.5** When any temporary heat is provided by means of any gas appliance over which the Plumber has jurisdiction, it shall be assigned to the Plumber.
- (a) All temporary heating and cooling, including gas and oil-fired unit heaters, refrigeration, and air conditioning, is recognized as the work of the plumbing, heating, and air conditioning contractor, with maintenance by United Association member rather than some other craft.
  - (b) It is optional with the owner or Contractor to provide temporary heat, and to decide the number of hours it shall be in operation, so long as all phases of maintenance are recognized as work of the United Association, a member of which shall be in attendance during optional periods until the general tests are completed and the mechanical installation is accepted by the owner. The classification of buildings that require temporary heat shall be left to the adjudication of the Joint Conference Board.
  - (c) When such maintenance is desired by the owner or Contractor, the work shall be paid at straight-time rates, without shift differential, except for premium rates to be paid for holiday work as established herein. Where the Federal Fair Labor Standards Act applies to employment, one and one-half times the regular straight-time wages shall be paid for all hours worked in excess of forty (40) hours and it is to be understood that the choice of one (1), two (2) or three (3) shifts is the prerogative of the owner or the Contractor.
- Section 3.6** This Agreement covers the rates of pay, hours and working conditions of all employees engaged in the installation of all plumbing systems and component parts thereof, including field layout of all such work. The taking of field or plan measurements for field layout work for pipe fabrication, sleeving and installation shall be the work of the Plumbers and it is understood that all lead work shall be done on the job site or in the Contractor's shop by Plumbers and Apprentices. The cutting of holes for the reception of such pipe, fabrication, assembling, erection, installation, testing, balancing, dismantling, repairing, reconditioning, adjusting, altering, serving and handling, unloading, distributing, tying on and hoisting of all piping materials, by any method, including all hangers and supports of every description, and all other work included in the trade jurisdiction of the United Association, as defined in the 2021 Constitution of the United Association. Where

contractors have historically assigned work on a mixed or shared basis, inclusive of Virtual Design process, they shall retain the right to do so.

#### **ARTICLE 4 UNION SECURITY**

- Section 4.1** It shall be a condition of continued employment that all employees of a Contractor signatory to this Agreement, who are performing work covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing during the term of this Agreement. Those who are not members on the effective date of this Agreement shall, on or after the seventh day if engaged in bargaining unit work following the effective date of this Agreement, become and remain members in good standing in the Union through the payment of the regular initiation fees and periodic dues uniformly required as a condition of acquiring and retaining such membership on the earliest date provided by applicable Federal Law.
- Section 4.2** Union members not in good standing in respect to paying initiation fees and dues of the union, as required in the first paragraph of this clause, shall be discharged from their employment within 48 hours after the Contractor has received written notification of the fact from the Union. The Union shall, if requested, provide information in writing substantiating that the employee has failed to comply with the requirements of this Article. Union determination is final.
- Section 4.3** Either party to this Agreement shall have the right to reopen the negotiations pertaining to Union Security when the Federal Laws applicable thereto have been changed by giving the other party thirty (30) days written notice.
- Section 4.4** The Union may appoint one steward for each shop or job. The Union will appoint a steward on the basis of such an employee's tact, diplomacy, and capabilities. A steward shall be a working employee. The Union agrees that such duties shall be performed as expeditiously as possible and the Contractor agrees to allow steward a reasonable amount of time for the performance of such duties. The Union shall notify the Contractor of the appointment of each steward, and the Contractor, prior to terminating a steward, shall notify the Union of such termination.
- (a) The steward is to receive grievances or disputes from members of his craft and report them to his Business Representatives who shall then attempt to adjust grievances or disputes with the Contractor or his representative performing the work. In addition, the steward may, with the consent of the Contractor, attempt to adjust amicably minor differences or misunderstandings arising out of the interpretation or application of this Agreement. These duties shall be performed as expeditiously as possible during regular working hours.
- Section 4.5** Authorized representatives of the Union shall have unrestricted access to jobs or fab shops, providing they do not unnecessarily interfere with the employees or cause them to neglect their work, and further provided such Union Representative complies with customer rules.

#### **ARTICLE 5 REFERRAL AND HIRING PROCEDURE**

- Section 5.1** The Union shall be the source of referral of applicants for employment with the Contractor. Selection by the Union of applicants for referral to jobs shall be on a legal and non-discriminatory basis. Local Contractors may request the union for men or women by name and/or qualification and if said men or women are unemployed, the union will dispatch the

named or qualified member at once. The union agrees to furnish competent available Journeymen at all times. The Contractor retains the right to reject any job applicant referred by the Union. The Contractor will notify the Union office within twenty-four (24) hours the reason for the rejection. Nothing in this Article shall prohibit the Contractor from hiring from any other available source, if the Union is unable to supply the requested manpower within twenty-four (24) hours of the request, or 48 hours for supplying manpower when travelers are required, and provided the Contractor complies with Article 4 of this Agreement.

**Section 5.2** Apprentices and the administration of the Local Apprenticeship System shall be governed by the terms and procedures established by the Joint Apprenticeship Committee. The Joint Apprenticeship Committee shall determine the number and placement of apprentices to be selected each year. The Employer may employ Apprentices in accordance with the following company-wide ratios:  
1 apprentice for 2 Journeymen  
2 apprentices for 6 Journeymen  
Continues on a 1 apprentice for 3 Journeymen ratio thereafter.  
Jobsite ratio will be 1 apprentice to 1 Journeyman.

**Section 5.3** Pre-Apprenticeship Program

- Pre-apprentices must have a current completed application on file with the Plumbers Local Union 8 apprenticeship program.
- The pre-apprenticeship program is open to all qualified applicants.
- Pre-apprentices who successfully complete 12 months of employment will be placed in apprenticeship program or terminated from the program.
- Contractors caught violating the program lose the right to have pre-apprentices for up to a 12-month period.
- At times of low employment, pre-apprentices shall be laid off in accordance with established ratios.
- Ratio will be 1 pre-apprentice to 3 Building Trades apprentices per established JATC guidelines.

\*Pre-apprentices: 40% of journeyman rate

**Section 5.4** The Contractor agrees to hire only qualified Journeymen and Apprentices for work coming within the scope of this Agreement. Journeyman is defined as those who have served as Apprentices and/or worked at the trade five (5) years or more, who have passed the applicable examination and hold applicable current plumbing license.

(a) As the Contractor and the Union have a mutual interest in maintaining the competency and skill of Journeyman employed in the industry and a corresponding high degree of quality work, sixteen (16) hours of trade-related continuing education is required annually for all journeymen. Contractor, Association, and Training Center will jointly maintain educational hours. Upon request, the Union shall provide the contractors with a list of their members training completed in the last twelve (12) months. Contractor may request members that maintain continuing education.

## **ARTICLE 6 MANAGEMENT RIGHTS**

**Section 6.1** Management shall be the sole determiner of the size 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 limitation set forth in this

Agreement and Article 10.1.

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

**Section 6.3** There shall be no restriction on efficient use of manpower other than as may be required by safety regulations.

## **ARTICLE 7 EMPLOYEE BENEFIT FUNDS**

**Section 7.1** On all work performed during the term of this Agreement, the Contractors agree to pay for (or, to deduct and transmit) the sums set forth in this Agreement to the Educational Fund, the local Welfare Fund, the local Pension Fund, the National Pension Fund, the Saving Fund, the Defined Contribution Fund, the International Training Fund pursuant to the Agreements and Declarations of Trust applicable to each such fund.

(a) The Trust Agreements for Plumbers Local Number 8 Health and Welfare Fund, Plumbers Local Number 8 Pension Fund, and Plumbers and Gasfitters Local Number 8 Defined Contribution Plan dated June 1, 2005, March 6, 2005, and March 8, 2005 respectively as amended from time to time, are hereby incorporated by this reference into this Agreement. The Trust Agreements are to be included in this Agreement as if they were fully set forth herein.

(b) The employer agrees to make contributions to the Plumbers and Pipefitters National Pension Fund in accordance with the Standard Form of Participation Agreement, attached to and made part of this agreement.

(c) Remittances shall be submitted electronically or as directed by the Benefit Office.

**Section 7.2** It is agreed that the Pension Plan adopted by the Trustees of the said Pension Funds shall at all times conform with requirements of the Internal Revenue code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.

**Section 7.3** It is agreed that all contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the employer for the purpose of determining the accuracy of contributions to all fringe funds. After initial notification of payroll audit by fringe benefit auditing agency, employer may reschedule audit one time, excluding emergencies. Any further delay by the employer will be subject to additional penalty of two hundred fifty dollars (\$250.00) per postponement.

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

(a) Should a determination be made that there exists or will exist an accumulated funding deficiency for a particular trust under the provisions of the Pension Reform Act of 1974 and The Pension Protection Act of 2006, the parties agree to request the trustees of that particular trust to reduce the benefits in order to correct such underfunding, providing, however, that if such reduction is not accepted by the trustees of such trust within thirty (30) days, would be inadequate to correct the underfunding, or is not approved by the

Secretary of Labor, the parties hereto shall meet and arrive at an agreement for an immediate adjustment of the hourly wage rates in this Agreement in order to correct such funding deficiency in such trust fund. In no event shall the total wage and benefit package be increased.

- (b) The Contractors agree to be bound by all of the terms and conditions of the Agreement and Declaration of Trust (Section 7.3), a copy of which has been or will be signed by the Association. Any Contractor so adopting and becoming a party to said Agreement and Declaration of Trust thereby ratifies, accepts and designates as its representatives the Employer Trustees then serving as such and authorize said Employer Trustees to designate additional Employer Trustees and successor Employer Trustees in accordance with the terms and condition hereof.
- (c) Employers who are 30 days or more delinquent, upon receiving delinquency notification from Fund Office, may have their manpower pulled from all projects covered under the Local CBA at the discretion of the Business Manager. However, Employers who are 60 day or more delinquent, upon receiving delinquency notification from Fund Office, will have their manpower pulled from all projects covered under the Local CBA, unless they can post a fringe bond ten (10) times the amount of their delinquency.

**Section 7.5** The Contractors agree to pay the amount stated on the respective wage grid per hour on each hour worked on work coming within the provisions of this Agreement to an Industry Development Fund to be administered in accordance with an Agreement and Declaration of Trust which shall be used for the purpose of promoting the good and welfare of the industry in accordance with the purpose set forth in the Declaration.

**Section 7.6 SURETY BONDS**

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

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

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

The bond shall be made payable to the Plumbers Association Local Union No. 8 Fringe Benefit Funds. The bond shall contain the provisions set forth below with regard to the time period of the bond. As evidence a bond has been obtained, a copy of the bond shall be delivered to the Plumbers Local Union No. 8 Fringe Benefit Funds Office.

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

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

SCHEDULE A

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

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

For New Signatory Employers and Out-of-Town Employers, the number of employees for purposes of Schedule A shall be projected manpower for the year. The projected manpower estimate is subject to adjustment by Local 8 should the actual manpower utilized exceed the projected manpower.

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

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

(b) In lieu of the Surety Bond required under Section 7.6(a) of this Article, the Employer, may, at his option, furnish a Certificate of Deposit in the same amount as required in Schedule A. The Certificate of Deposit must be in a Financial Institution that is insured by FDIC or its equivalent. The said Certificate of Deposit shall be held in escrow by the Trust Department of the Financial Institution. The interest which accrues on the Certificate of Deposit shall be payable to the Employer. The escrow agreement shall provide that the escrow agent (Trust Department of the Financial Institution) shall maintain possession of the Certificate of Deposit until the conditions of the escrow agreement are met.

- (c) In lieu of the Surety Bond required under Section 7.6(a) of this Article, the Employer may, at his option, provide an irrevocable line of credit, which shall be for a sum not less than that prescribed in Schedule A of this Article.
- (d) Proper payments under this Article shall be dispersed in the following order:
- (i) Full Amount due and owing to the Employee's Individual Savings Account;
  - (ii) Full Amount due and owing to the Plumbers Local Union No. 8 Defined Contribution Plan;
  - (iii) Full Amount due and owing to the Plumbers Local Union No. 8 Health and Welfare Fund;
  - (iv) Any remaining amounts shall be distributed pro rata to the Plumbers Local Union No. 8 Pension Fund; the Plumbers Local Union No. 8 Training Fund; Plumbers Local Union No. 8 Industry Fund; the Plumbers & Pipe Fitters National Pension Fund, the United Association International Training Fund: Plumbers Local Union No. 8 Local Fund, PIAP Fund, Supplemental Fund and Political Action Committee.
- (e) The Contractor agrees to furnish the Trustees of each such fund with all records pertaining to the names, classifications, Social Security numbers, wages, and other information concerning the employees as shall be required for proper and efficient administration.

#### **Section 7.7 International Training Fund:**

- (a) Commencing on June 1, 1999, and continuing for the duration of this Collective Bargaining Agreement and during any negotiations for a successor to this Collective Bargaining Agreement, the Employer agrees to contribute to the International Training Fund ten cents (\$.10) for each hour, or portion thereof, for which an Employee works. (Each overtime hour shall be counted as one regular hour for which contributions are payable.)
- (b) Contributions set forth in subparagraph (a) shall be paid starting with the Employee's first day of employment in a job classification covered by this Collective Bargaining Agreement.
- (c) The payments required by subparagraph (a) shall be made to the "International Training Fund" maintained under a Restated Agreement and Declaration of Trust ("Trust"). The Employer agrees to be bound by all terms and conditions of the Trust and the terms of the Trust are incorporated into this Collective Bargaining Agreement by reference. The Employer ratifies, accepts and designates as its representative the Employer Trustees serving under the terms of the Trust as well as such future Employer Trustees who may be appointed pursuant to the terms of the Trust. The Employer hereby acknowledges receipt of a copy of the Trust.
- (d) 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 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 Collective Bargaining Agreement.
- (e) If an Employer fails to make contributions as set forth in subparagraph (a) within 15 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 this Collective Bargaining Agreement to the contrary notwithstanding. In addition, the Employer shall be liable for interest and liquidated damages as provided in the Trust.

If a lawsuit is filed, the Employer shall also be liable for all costs and expenses of collecting payments due, together with attorneys' fees, audit costs and court costs. 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 7.8 Optional Defined Contribution Plan**

- Each member may elect to make additional contributions to their account in whole dollar increments up to the IRS maximum allowable amount. The default contribution rates for the entirety of the agreement are as follows: (2023=\$1.00, 2024=\$1.25, 2025=\$1.50, 2026=\$1.50, 2027=\$2.00, 2028=\$2.00 Apprentice rate to remain at \$0.50)
- Election dollar amount may be changed twice annually in the months of June and December with changes effective July 1st or January 1st or upon change of contractor.
- Member will be required to complete such forms as may be required by the trustees and provided by employer on new hire.
- Member may elect to change contribution rate upon due notice from Local Union No. 8's Benefit Office that the employer is delinquent in making contributions.

**Section 7.9 Optional Vacation/Savings Fund:**

- Beginning on July 1, 2023, each member, at his option can elect to have the current 10% vacation savings withdrawn from their check.
- Election may be changed twice annually in the months of June and December with changes effective July 1st or January 1st, or upon change of contractor.
- Election may be changed upon due notice to member from Local Union No. 8's Benefit Office that the employer is delinquent in making contributions.

**ARTICLE 8  
MISCELLANEOUS PROVISIONS**

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

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

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

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

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

**Section 8.6** The Contractor and employees agree to comply with all safety, sanitary and health

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

- Section 8.7** Any person who is or becomes an owner, partner or stockholder shall not work with the tools on work covered by this contract except for the following. A person shall be considered an owner, partner or stockholder if he/she has a 10% or more interest in the business. Any person who is an owner or stockholder of a corporation performing plumbing work pursuant to the terms of this contract, and who spends 50% or more of his/her time performing bargaining unit work as an employee of such corporation, shall be a member of the collective bargaining unit covered by this contract; provided, however, that all employees of the corporation are members of a bargaining unit defined by this contract. The corporation employing such persons shall pay on their behalf one hundred sixty (160) hours of contributions per month into the Health and Welfare Fund covered by this contract for the duration of this contract.
- Section 8.8** In view of the mobile and transitory nature of the employees covered by this Agreement and to facilitate an orderly procedure, the contractor shall send to Local 8 a copy of their authorization card affecting a dues check-off for employees who have authorized such deduction. The Association as agent for the employers shall operate and maintain a central file and account of all employees who have authorized employers to make such deduction as payment for their dues.
- Section 8.9** The selection of the foreman shall be entirely the responsibility of the employer. It being understood that any job with two or more Plumbers employed, one shall be a Local 8 member, and he/she shall receive foreman's wage.
- Section 8.10** Any employee covered by this Agreement who, as a result of injuries received on the employers job, is required to leave the job site on which he is working in order to obtain medical examination, aid or treatment for such injuries, shall not have deducted from his wages such time spent in traveling to or from, or in waiting to receive necessary attention. If requested, a slip relating to the treatment must be presented.
- Section 8.11** The Contractor agrees, whether or not required by law, that his employee or employees shall be covered by workmen's compensation and unemployment insurance laws, and that he will procure and maintain such insurance to provide protection for employees as is necessary.
- Section 8.12** It is our policy to provide a safe and healthy workplace for all employees. We recognize the problems and hazards associated with the use of drugs, alcohol, and controlled substances. The purpose of this policy and program is to establish and promote a safe, efficient, and productive working environment for all employees by providing a workplace and workforce free from illegal drug use, as well as misuse of alcohol or any controlled substance. The Substance Abuse Policy will apply to all workers covered under this agreement and all Signatory Contractors. The Substance Abuse Policy may be amended by mutual agreement at any time, with at least fourteen days' notice to each covered employer and to the Union. The Substance Abuse Policy shall include provisions for post-accident and reasonable suspicion drug and alcohol testing, pre-hire, random, and periodic testing. Employers may have the option to offer rehabilitation in lieu of discharge for positive tests but shall not be required to do so.

**ARTICLE 9**  
**HOURS OF WORK, OVERTIME AND SHIFT WORK**

**Section 9.1 Hours Worked in a Day – Rate of Pay**

- (a) Eight (8) hours shall constitute a day's work. All hours worked over eight (8) in a single day shall be paid at the overtime rate. The workweek shall begin on Monday at 8:00 a.m. and end on Friday at 4:30 p.m. When the majority of plumbers on a project, the Union and the Employer agree, and when necessitated by traffic, parking or other circumstances, the hours of work on any project may be any continuous eight and one half (8 ½) hour period (eight hours plus thirty minutes for lunch) between 6:00 a.m. and 4:30 p.m. Approval of such a work schedule shall not be unreasonably withheld.
- (b) Four, Ten Hour Days: When circumstances warrant and it is mutually agreed to by both the employer and the Union, the employer may institute a work week consisting of four (4) consecutive ten (10) hour days. Where a four (4) day workweek is instituted, all hours worked over ten (10) in any day shall be paid at the overtime rate. Where a four day workweek is instituted, the employer shall notify all affected workers at least one week in advance of the start of the four (4) day workweek. Where a four-day workweek is instituted, the employer must actually work four, ten hour days. Friday may be used as a make-up day, and, if such a make-up day is utilized, a minimum of eight (8) hours work must be scheduled and worked. The make-up day will be voluntary, and a decision not to work may not be held against the employee.
- (c) Shift Work: Shift work may be performed at the option of the Contractor. Whenever shift work is performed it must cover a period not less than five (5) consecutive eight (8) hour working days. The day shift shall work a regular eight (8) hour shift. All day shift hours worked over eight (8) hours shall be paid at the overtime rate. The hourly rate for second shift shall be paid at a rate of eight percent (8%) above the hourly rate for actual hours worked. The hourly rate for third shift shall be paid at a rate of thirteen percent (13%) above the hourly rate for actual hours worked. If no first shift is worked, second and third shift shall be fifteen percent (15%) above the hourly rate for actual hours worked.

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

**Section 9.3 Overtime Rates.** All overtime commencing with the beginning of the established workday Monday thru Saturday, shall be paid at the rate of one and one half times the regular rate of pay. All work commencing with the beginning of the established workday on Sunday and Holidays shall be paid at double time. Labor Day shall be triple time. When overtime is worked and employees are required to work more than six (6) hours past their last lunch period, a thirty (30) minute paid meal period will be provided.

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

- Section 9.5** Insofar as is practical, when overtime work is necessary it shall be equally and impartially divided among the members on the job. Men not working on a particular job during regular working hours shall not be brought from other jobs and placed on overtime work while any of the regular crew is available.
- Section 9.6** An employee reporting for work will receive two (2) hours show-up pay unless notified before leaving home not to report for work. If work is commenced the employee shall be paid for two hours or actual time worked whichever is greater.
- Section 9.7** When Journeymen or Apprentices are requested to report for work any time before or after working hours, as set forth in Section 9.1 of this Agreement, or on days recognized as holidays, as set forth in Section 9.4, they shall be paid show-up time at the overtime rates.
- Section 9.8** The Contractor shall allow the employees a reasonable amount of working time to put away all of the Contractor's tools and equipment prior to quitting time at the end of the day. Employees leaving their job prior to quitting time shall be docked. Workmen shall be at their place of work at the starting time and shall remain at their place of work performing their assigned functions under the supervision of the employer until the quitting time. The parties reaffirm the policy of a fair day's work for a fair day's wages.
- Section 9.9** Contractor will provide a \$10.00 per day parking fee reimbursement for employees working in the downtown loop, when no free parking is available within 1/2 mile of the job site. If a second or third shift is worked, the reimbursement rate will be \$14.00 per day. If the contractor provides parking accommodations, no reimbursement will be made.
- Section 9.10** **On Call Pay:** When a member is required by the Contractor to be "on call" weekends and holidays, the member shall be paid two (2) hours of time and one-half wages pay for each day or actual hours worked at the rate stated per the Collective Bargaining Agreement, whichever is greater.

**ARTICLE 10  
CONSTRUCTION AND INSTALLATION**

- Section 10.1** The first plumber on the job shall receive a minimum of lead foreman's rate of pay. The following shall be the minimum ratio of lead foremen, foremen, area foremen, and the general foremen to plumbers on any job where employees work under the terms of this Agreement:

NUMBER OF PLUMBERS on JOB	THE NUMBER to the LEFT SHALL INCLUDE
1 to 2	1 LEAD FOREMAN
3 to 6	1 FOREMAN
7 to 10	1 FOREMAN, 1 LEAD FOREMAN
11 to 14	2 FOREMEN
15 to 22	1 AREA FOREMAN, 1 FOREMAN
23 to 30	1 AREA FOREMAN, 2 FOREMEN
31 to 40	1 GENERAL, 2 AREA, 3 FOREMEN
41 to 50	1 GENERAL, 2 AREA, 4 FOREMEN
51 to 60	1 GENERAL, 2 AREA, 5 FOREMEN
61 to 70	1 GENERAL, 3 AREA, 6 FOREMEN
71 to 80	1 GENERAL, 3 AREA, 7 FOREMEN
81 to 90	1 GENERAL, 3 AREA, 8 FOREMEN
91 to 100	1 GENERAL, 4 AREA, 9 FOREMEN

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

Lead Foreman	add 5%
Foreman	add 8%
Area Foreman	add 12%
General Foreman	add 16%

- Section 10.2** If the Contractor requires special uniforms to be worn by Journeymen, the uniform shall be furnished by the Contractor.
- Section 10.3** The Contractor shall not permit any employees to perform work on a piece-work basis, lump sum basis or on any type of subcontract basis whatsoever. The Contractor shall not enter into any separate agreement with employees covered by this Agreement which is inconsistent with, or in order to defeat the terms of this provision.
- Section 10.4** No employee shall be required to furnish any tools or safety equipment.
- Section 10.5** Apprentices shall not work without direct supervision unless sanctioned by the Joint Apprenticeship Committee.
- Section 10.6** On jobs having a foreman, Journeymen shall not take directions or orders or accept the layout for any work from anyone except the foreman or direct supervisor.
- Section 10.7** **Hightime.** All hours of work performed by an employee while (a) in a bosun's chair, (b) on a swinging scaffold, (c) on a scaffold less than three boards wide or approximately thirty-six (36) inches without a handrail, or on a material hoist, shall be paid at the double time rate if work under such conditions could involve a free fall of forty (40) feet or more. The above provisions do not apply to scaffolding built up from the ground, such as Patent, Safeway, etc. No employee shall be required to work on scaffolding which has been found unsafe or hazardous by the Contractor's insurance carrier's safety engineer.
- Section 10.8** All tools furnished by the Contractor to the workman will be charged to him and he will be responsible for accounting for any loss, provided that he is also equipped with a toolbox and lock, the key to which shall be the sole possession of the workman. If the Contractor deems any such loss of tools as willful, negligent, or careless, he may request that the workman appear before the Joint Conference Board, who shall determine the responsibility for the loss, and order payment.
- Section 10.9** Employees will furnish their own transportation to and from all projects. Plumbers reporting to work on any job and then required by Contractor to move to another job during the same day, (i) will be paid the standard mileage approved by the Internal Revenue Service, plus the hourly rate of pay and (ii) will be reimbursed for all toll charges related to such move.
- Section 10.10** **Confined Space:** Individuals shall be paid a rate of one and a half times the hourly wage when working in a confined space with the following conditions: An enclosed work area that has limited access via manhole or man-way, work areas may include underground vaults, tanks, storage bins, vessels, silos and other similar areas and two of the following.
- A work area that requires the use of a SCBA (self-contained breathing apparatus).
  - A work area that requires the use of a SAR (supplied air respirator).

**ARTICLE 11**  
**ECONOMIC PACKAGE AND OTHER CONTRIBUTION**

**Section 11.1** Hourly rates of wages and benefits for each classification of labor are set forth in Section 11.2, A & B, appearing hereafter.

**Section 11.2 Building Trades - Schedule A**

**Effective June 1, 2023, through May 31, 2024**

Building Trades Journeyman		Wages	NPF	ITF	H & W Fund	Local Pension	DC	Training Fund	Industry Fund	Total Package
Plumber		\$ 54.28	\$ 4.74	\$ 0.10	\$ 8.60	\$ 8.00	\$ 1.00	\$ 1.35	\$ 0.48	\$ 78.55
Lead Foreman	Add 5%	\$ 56.99	\$ 4.74	\$ 0.10	\$ 8.60	\$ 8.00	\$ 1.00	\$ 1.35	\$ 0.48	\$ 81.26
Foreman	Add 8%	\$ 58.62	\$ 4.74	\$ 0.10	\$ 8.60	\$ 8.00	\$ 1.00	\$ 1.35	\$ 0.48	\$ 82.89
Area Foreman	Add 12%	\$ 60.79	\$ 4.74	\$ 0.10	\$ 8.60	\$ 8.00	\$ 1.00	\$ 1.35	\$ 0.48	\$ 85.06
General Foreman	Add 16%	\$ 62.96	\$ 4.74	\$ 0.10	\$ 8.60	\$ 8.00	\$ 1.00	\$ 1.35	\$ 0.48	\$ 87.23
<b>Apprentices</b>										
1st Year	50%	\$ 27.14	\$ -	\$ 0.10	\$ 4.45	\$ -	\$ -	\$ 1.35	\$ 0.48	\$ 33.52
2nd Year	55%	\$ 29.85	\$ 4.74	\$ 0.10	\$ 8.60	\$ 8.00	\$ 0.50	\$ 1.35	\$ 0.48	\$ 53.62
3rd Year	60%	\$ 32.57	\$ 4.74	\$ 0.10	\$ 8.60	\$ 8.00	\$ 0.50	\$ 1.35	\$ 0.48	\$ 56.34
4th Year	70%	\$ 38.00	\$ 4.74	\$ 0.10	\$ 8.60	\$ 8.00	\$ 0.50	\$ 1.35	\$ 0.48	\$ 61.77
5th Year	80%	\$ 43.42	\$ 4.74	\$ 0.10	\$ 8.60	\$ 8.00	\$ 0.50	\$ 1.35	\$ 0.48	\$ 67.19

1. Per CBA - Employee may elect to participate in Vacation Savings, if so, deduct 10% of initial base wage
2. Deduct \$1.31 per hour from initial base wage for Supplemental Dues.
3. Deduct 2% of initial base wage for Local Dues (1.5% for all apprentices)
4. Deduct 2% of initial base wage for PIAP Fund
- 5) This wage schedule shall apply to the following counties: Jackson, Cass, Platte, Johnson and Clay in MO; Johnson, Wyandotte and Leavenworth in KS

The attached wage grid for June 1, 2023 – May 31, 2024, and their associated notes are accepted by LU8. There will be a \$3.10 increase on June 1, 2024, \$2.50 increase on June 1, 2025, \$2.15 increase on June 1, 2026, with \$0.02 allocated to Industry Fund, \$2.15 increase on June 1, 2027, and \$2.15 increase on June 1, 2028.

Wages to be allocated by members of Local 8; changes in allocations to the Funds will be based on the recommendations from each Fund’s Trustees.

**Building Trades Outstate Work – Schedule B, Effective June 1, 2023**

Building Trade Journeyman - Schedule B	
Outstate 90%	June 1, 2023
Base Wage	\$ 48.85
National Pension	\$ 4.74
ITF	\$ 0.10
Health & Welfare	\$ 8.60
Local Pension	\$ 8.00
DC	\$ 1.00
Training	\$ 1.35
Industry	\$ 0.48
Total Benefits	\$ 24.27
Total Package	\$ 73.12

Lead Foreman	Add 5%
Foreman	Add 8%
Area Foreman	Add 12%
General Foreman	Add 16%

1. Per CBA - Employee may elect to participate in Vacation Savings, if so, deduct 10% of initial base wage
2. Deduct \$1.31 per hour from initial base wage for Supplemental Dues.
3. Deduct 2% of initial base wage for Local Dues (1.5% for all apprentices)
4. Deduct 2% of initial base wage for PIAP Fund
5. To work under this classification Residential Journeyman shall be certified in and have passed: Welding and Medical Gas
6. This wage schedule shall apply to the following counties: Ray, Carroll, Bates, Vernon, Lafayette, Henry, Saline, St. Clair, Pettis, Benton, and Morgan in MO and Miami in KS

**Section 11.3 Subsistence** is reasonable and actual lodging costs to be agreed to by Contractors and Employees, plus meals. This will be paid on out-of-town work when the plumber is required by the contractor to stay out of town overnight. Effective June 1, 2011, the meal amount shall be \$42.00 per day. Effective February 1, 2012, the meal amount shall be paid based on the U.S. General Services Administration Rate for meals (calculated as the Meal and Incidental Expenses Rate less Incidental Expenses). This rate shall automatically adjust every February 1<sup>st</sup> annually, thereafter. One round trip at the current IRS rate, as provided in Section 8.4, will be paid on each job and on weekends the contractor shall pay either subsistence for the weekend or round-trip mileage to Kansas City whichever is less. Any employer taking employees of this bargaining unit outside the area covered by this Agreement shall be obligated to apply the terms and provisions of this Agreement to such employment. Further, the employer shall, in such instances reimburse employees for fees and expenses incurred, such as bridge tolls, highway tolls, etc., but excluding any expense customarily included in the daily subsistence rate provided in this Article.

**Section 11.4** Only hours worked with actual labor shall be counted as hours for which contributions are payable.

**Section 11.5** When employees are recovering from any workplace injury and have been released by treating physician to work with medical restrictions that will not permit them to perform their regular job, the Employer shall have the option of assigning the employee to temporary light duty work that is consistent with the employee’s medical restrictions. When employees are performing light duty work, their hourly rate of pay shall be adjusted to 65% of their wage rate classification plus full benefits. Light duty is not intended to become permanent, and no light duty work assignment shall last for longer than three months.

**ARTICLE 12**  
**TERMINATION, PAY DAY AND ACCOUNTABILITY**

- Section 12.1** Wages due shall be paid in cash or check to the employee weekly on the Contractor's pay day, which shall be not later than three (3) days after the close of the Contractor's payroll period, unless approval of payrolls by government agencies prevents payments within such time. Except in emergencies, any time spent by an employee on such pay day after the end of his shift, or after his return to the shop, waiting for payment of wages due him will be paid for at the applicable rate of pay. Any disputes as to an "emergency" shall be resolved by the Contractor and the Union's Business Representative or Manager.
- Section 12.2** Any Contractor who issues checks to his employees within the bargaining unit which are returned because of no funds or insufficient funds or which may be fraudulent, shall be required at the request of the Union to thereafter make payments in cash or cashier's check while working on said job unless extenuating circumstances are shown to exist to the satisfaction of the Joint Conference Board. A Contractor shall be released from the requirements of this clause after three months of satisfactory payment, or sooner if permitted by the Joint Conference Board.
- Section 12.3** Any employee who is discharged shall be paid in full immediately, and if termination is for cause, a Separation Notice shall be sent to the Business Office. If separation is due to reduction in force, the employee shall be given future consideration for rehire by same employer. Any employee who is not paid in full at the time of discharge shall receive an additional two hours pay except in extenuating circumstances.
- Section 12.4** If a workman quits on his own accord, he shall be paid at the next regular pay day.
- Section 12.5** Direct deposit shall be at employer's discretion.

**ARTICLE 13**  
**NO STRIKE, NO LOCKOUT**

- Section 13.1** During the term of this Agreement, each of the signatory parties agrees that there will be no strikes, work stoppage, or lockouts by members of the Union or by the employer over disputes regarding the terms and conditions of this Agreement, provided, however, the Union may strike where an employer fails to pay wages in full and on time or the Union has been advised by the Administrative Officer of the Fringe Benefit Funds in accordance with section 7.4 that an employer is delinquent in the payments of fringe benefits. It shall not be a violation of the Agreement or of the no-strike clause if members of the Union refuse to cross any lawful picket line. The Union shall have no financial liability for any such action of its members and agents or employees covered by this Agreement if such action is unauthorized and cannot be controlled by the Union; provided, however, that in the event of any such unauthorized action, (a) the Union shall, immediately upon receiving notice thereof, attempt by all reasonable means to terminate such unauthorized action and shall furnish replacements if requested by the Contractor, and (b) the Union's Business Manager shall, by delivery of a letter or telegram to the Contractor, immediately notify the Contractor that such actions by the members or agents of the Union or employers covered by this agreement is unauthorized by the Union, or in his absence, the acting Business Manager of the Union, has the power of authority to authorize any such action or to give orders or directions necessary to carry out any such action which would result in violation hereof by the Union. The Union shall not be held responsible for any such action except upon legal proof of its violation hereof.

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

## **ARTICLE 14 JOINT CONFERENCE BOARD PROCEDURE**

- Section 14.1** The parties hereto agree that, in order to resolve grievances and handle problems of mutual interest, a Joint Conference Board shall be established, composed of ten (10) members with their alternates; five (5) members and their alternates selected by and representing the Association, and five (5) members and their alternates selected by and representing the Union. Three (3) Association and three (3) Union representatives, members of the Board, shall constitute a quorum and all matters shall be decided by a vote of equal number of representatives of each party. A Chairman and a Secretary shall be elected by the Board from its members, one officer to be selected for the Association and the other from the Union members. The Joint Conference Board shall meet once a month, or as often as required, to handle the work involved.
- Section 14.2** All controversies between the Union or an employee and the Association or a member thereof, or any party to this Agreement, relating to the interpretation or application of this Agreement, or to any incidental legal right or duty resulting from this Agreement, shall be settled in accordance with the provisions of this Article. Such a controversy is a grievance within the meaning of this Article.
- Section 14.3** When any controversy or grievance referred in Section 2 of this Article arises, the Union, on behalf of an employee or the Association, on behalf of a member, shall file with the other a claim, in writing, setting forth the claimed grievance within sixty (60) days from the date that the claimed grievance took place. Unless such claim in writing is so filed within sixty (60) days of the date that it is claimed to have taken place, such claim shall be barred.
- Section 14.4** Employee grievances may be filed within five (5) calendar days after the grievance has first arisen and processed through the grievance procedure of this Article.
- Section 14.5** Whenever a claim is filed in accordance with Section 14.3 hereof, the Union and the member concerned shall meet and attempt to adjust amicably the grievance.
- Section 14.6** Where the grievance has not been adjusted in accordance with Section 14.5 hereof within ten (10) days, then the grievance shall be referred to a Joint Conference Board.
- Section 14.7** In the event the Joint Conference Board cannot agree within ten (10) days on matters in dispute referred to it for decision, then it shall select a disinterested party who shall sit as Chairman of the Joint Conference Board to reconsider and decide the disputed matter and shall reach a decision in not to exceed five (5) days' time. Should the Joint Conference Board not be able to agree upon a disinterested party within the five (5) day period, then the matter in controversy shall be arbitrated in accordance with the rules and procedures of the Industrial Relations Council for the Plumbing and the Pipe Fitting Industry. All decisions of the Joint Conference Board or of the arbitrator, as the case may be, shall be final and binding upon both parties of this Agreement, and may be enforced in accordance with the Missouri Law relating to arbitration awards.
- Section 14.8** There shall be no slowdown or cessation of work by strike or lockout with relation to any grievance pending final settlement of the grievance as provided by this Article.

**ARTICLE 15  
OTHER AGREEMENTS**

- Section 15.1** Each signer to this Agreement is to be furnished with the names of all signers to this Agreement.
- Section 15.2** It is understood and agreed that if Local Union Number 8 enters into any agreement with any Contractor governing work in the area covered by this Agreement upon more favorable terms to such other Contractor than are embodied in this Agreement, and if such more favorable terms are allowed to remain in effect, such more favorable terms shall be made immediately available to the Contractors signatory to this Agreement.

**ARTICLE 16  
SUBCONTRACTING**

- Section 16.1** The employer agrees not to sublet or contract out any work covered herein to be performed, unless the Contractor to whom the work is sublet has an agreement with the Union, excluding standard prefabricated factory manufactured items.

**ARTICLE 17  
LENGTH AND PURPOSE OF AGREEMENT**

- Section 17.1** Either party may give written notice to open contract for the purpose of combating conditions detrimental to the industry.
- Section 17.2** It is not the intention of the parties of this Agreement to violate any existing federal or state law or regulation, however, should any Article, Section, Paragraph, Sentence or Clause within this Agreement be judged to be illegal or in contravention or violation of any existing law by court of competent jurisdiction, such part or parts shall be held to be inoperative under this Agreement, and shall be renegotiated immediately. All other provisions hereof shall continue to remain in full force and effect to the duration of this Agreement.
- Section 17.3** This Agreement contains the entire understanding of the parties and there are no other oral or written understandings supplementary hereto.

**ARTICLE 18  
CLASSIFICATION DEFINITIONS**

**Classification Definitions:**

Classification I – Pre-Apprentice (Refer to Section 5.3 for definition)

**Rates of Pay for Special Classifications**

(A) The following pay schedule shall apply to the corresponding Classification Definitions described above.

**CLASSIFICATION I: Pre-Apprentice Wage Grid Effective June 1, 2023**

		<b>June 1, 2023</b>
Pre-Apprentice	40%	\$ 21.71
ITF		\$ 0.10
Health & Welfare		\$ 4.45
Training		\$ 0.80
Industry		\$ 0.16
<b>Total Package</b>		<b>\$ 27.22</b>

1. Deduct 1.5% of initial base wage for Local Working Assessment

**ARTICLE 19**  
**DURATION, DETERMINATION AND RENEWAL OF AGREEMENT**

**Section 19.1** This Agreement shall become effective on the 1<sup>st</sup> of June, 2023, and shall remain in effect until May 31, 2029, and shall continue in effect from year to year thereafter unless a written notice of intent to terminate or modify is given by one party or the other sixty (60) days prior to the termination date of this Agreement. On any opening of this Agreement, the parties shall meet as soon as practicable to negotiate concerning the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands at the 1st day of June 2023.

**Plumbers Local Union No. 8:**

Charles B. Tarpley \_\_\_\_\_

Matthew D. Harris \_\_\_\_\_

Patrick A. Wiese \_\_\_\_\_

Eric J. Keller \_\_\_\_\_

Pamela S. Nolte \_\_\_\_\_

**Mechanical Contractors Association:**

Tom Gann \_\_\_\_\_

Kollin Knox \_\_\_\_\_

Susan Remington \_\_\_\_\_

Louis Saladino \_\_\_\_\_

Greg Stanger \_\_\_\_\_

