

AGREEMENT AND CONTRACT

By and Between Members of

Mechanical Contractors Association of Kansas City

and

Pipefitters Association Local Union No. 533

of the

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

June 1, 2023 - May 31, 2029

**INDEX OF AGREEMENT BETWEEN
MECHANICAL CONTRACTORS ASSOCIATION OF KANSAS CITY
and
PIPEFITTERS ASSOCIATION LOCAL No. 533**

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

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AGREEMENT AND CONTRACT
By and Between Members of
Mechanical Contractors Association of Kansas City
and
Pipefitters' Association Local Union No. 533

PREAMBLE

This Agreement is made and entered into the 1st day of June 2023, between the Mechanical Contractors Association of Kansas City, acting as bargaining agent for and on behalf of its members, who accept and sign this Agreement, and the Pipefitters' Association Local Number 533 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, A.F. of 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 Pipefitters 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 by reference and adopted by the parties to this Agreement.

STANDARD FOR EXCELLENCE

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 crafts workers by providing the required tools as stipulated under the local Collective Bargaining Agreement while respecting those tools and equipment supplied by the employer.
- Use and promote the local union and international training and certification systems to the membership so they may continue on the road of lifelong learning, thus ensuring UA crafts workers are the most highly trained and sought after workers.
- Meet their responsibility to be fit for duty, ensuring a zero-tolerance policy for substance abuse is strictly met.
- Be productive and keep inactive time to a minimum.
- Meet their contractual responsibility to eliminate disruptions on the job and safely work towards the on-time completion of the project in an auspicious manner.
- Respect the customers' property (Waste and property destruction, such as graffiti, will not be tolerated.)
- Respect the UA, the customer, client and contractor by dressing in a manner appropriate for our highly skilled and professional craft (Offensive words and symbols on clothing and buttons are not acceptable.)
- Respect and obey employer and customer rules and policies.
- Follow safe, reasonable and legitimate management directives.
- 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.

EMPLOYER AND MANAGEMENT RESPONSIBILITIES:

MCAA/MSCA, PFI, NCPWB, PCA, UAC and NFSAs 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.
- 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.

STANDARD FOR EXCELLENCE ADMINISTRATION

- 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, applicant, or any signatory employer arising from or relating to the Standard for Excellence.
- 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.
- The Union will institute a Three-Strike Policy, wherein an applicant may be discharged for cause. Upon discharge for cause, the employer will provide written notification to the Union, stating the reason for applicant's discharge. Any applicant who is discharged for cause two (2) times during a twelve-month period or who has engaged in egregious conduct in violation of the Standard of Excellence shall result in applicant appearing before Local 533's Executive Board. A third (3rd) instance within a twelve-month period shall be referred to the neutral member of the Committee to determine the applicant'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 applicant, the reason for the discharges or other evidence relating to violation with the Standard for Excellence.
- The neutral member of the Committee, may, in his/her sole discretion, issue a final and binding decision providing: (1) that the applicant obtain further training from the JATC; (2) disqualify the applicant 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 applicant to an employee assistance program, if available, for evaluation, treatment, or recommended action; or (4) declare the applicant eligible for continued referral or employment, pursuant to the Collective Bargaining Agreement, including restoration of the applicant to his/her appropriate place on the referral list.
- 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.
- 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.
- The costs of the Committee, including the cost of the neutral 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 Pipefitters 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 nonmembers who 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, Hickory, St. Clair, Pettis, Benton, Morgan; and the Kansas Counties of Wyandotte, Johnson, Miami, and Leavenworth 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.

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 All temporary heating and cooling work, including refrigeration, air conditioning, and boilers, is recognized as the work of Local 533 to the extent that it is contained in the Contractor scope of work. When the permanent building heating and cooling systems are utilized to provide temporary heating and cooling, and the owner or contractor requires the system to be monitored or operated by a person, this shall be the work of Local 533.

(a) When such temporary heating and cooling work 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 1, 2 or 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 pipefitting systems and component parts thereof, including 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.

Section 3.7 Intermingling of Employees. It is the intent of the parties that in-plant employees of the Owner will not be assigned to work directly with building and construction trades employees of the signatory Employer on the portion of the work assigned to the signatory Employer by the Owner.

**ARTICLE 4
UNION SECURITY**

Section 4.1 As a condition of employment, all Employees performing work under this Agreement and Contract must be members in good standing of the Union. Employees engaged in the building and construction industry who are not members in good standing of the Union must become such members on or before the seventh day after beginning such employment or the effective date of this Agreement, whichever is later. Employees engaged in work outside the building and construction industry who are not members in good standing of the Union must become such members on or before the thirtieth day after beginning such employment or the effective date of this Agreement, whichever is later. This Section shall not be interpreted or applied in such a way that violates 29 U.S.C. § 158(a)(3).

Section 4.2 An Employer shall discharge any employee who violates Section 4.1 from such employment within 48 hours after the Employer 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. Nothing in this Section shall be construed to violate 29 U.S.C. § 158(a)(3). The Union shall indemnify and defend the Employer and shall hold the Employer harmless against any and all claims, demands, lawsuits or other causes of action, arising out any termination instituted at the Union's request pursuant to this Article.

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 (a) The Union may appoint one steward for each shop or job. The Union will appoint a steward on the basis of such 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 stewards 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, upon terminating a steward, shall notify the Union of such termination.

(b) The steward is to receive grievances or disputes from members of his craft and report them to his Business Agents 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 access to jobs where employees covered by this Agreement are employed, providing they do not unnecessarily interfere with the employees or cause them to neglect their work, and further 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 nondiscriminatory basis. Local Contractors may request the Union for members by name via text or email (manpower@local533.com) and if said members are unemployed and have in one (1) of the last three (3) calendar years: been employed for at least 1,000 hours by an employer who is signatory to a contract with Local Union 533; or had 1,000 hours on contributions made to the Union benefit trust funds on their behalf, the Union will dispatch the member or members at once. The Union agrees to furnish competent available workers 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 24 hours via email (manpower@local533.com), the reason for the rejection. Nothing in this Article shall prohibit the Contractor from hiring from any other available source, provided any employee so hired is a member of Local 533 or complies with the requirements of 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 (JAC), and as established in the Pipefitters Local Union No. 533 Education Training Program Fund Standards. The Joint Apprenticeship Committee shall determine the number and placement of apprentices to be selected each year. The Employer may employ in accordance with the company-wide Pipefitters Local Union No. 533 Education Training Program Fund Standards ratios, with a jobsite ratio not to exceed 1 apprentice to 1 Journeyman.

Section 5.3 The Contractor agrees to hire only qualified Journeymen, Apprentices and Pre-Apprentices for work coming within the scope of this Agreement. "Journeyman" defined as those who have served as apprentices and/or worked at the trade 5 years or more who have passed the applicable examination.

(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. Pipefitters Local 533 Training Center will maintain record of educational hours. Upon request, the Union shall provide the contractors with a list of their currently employed members' training completed in the last twelve (12) months. Contractors who have submitted continued education hours within the previous 12 months may request members that maintain continuing education. (Reference Memorandum of Understanding for 16 hours of Continuing Education Program for Pipefitters.)

Section 5.4 Pre-apprentices must have a current application on file for Pipefitters Local Union 533 apprenticeship program. Pipefitters Local Union No. 533 shall have sole referral of Pre-Apprentice applicants. However, if a Contractor refers a Pre-Apprentice candidate to Pipefitters Local Union 533, Pipefitters Local 533 agrees to dispatch that candidate to that Contractor provided the candidate has met all requirements.

- Pre-apprentice term shall not exceed 2 years from initial dispatch date.
- Pre-apprentice must meet regular apprentice requirements.
- No additional pre-apprentice applicants will be referred to, or employed by a Contractor until that contractor's indentured Building Trades Apprentices are employed.
- There shall be no restrictions, except for work requiring HVAC certifications, welding, brazing or soldering on what a pre-apprentice can do.
- Pre-apprentices must successfully complete OSHA 10 training and First aid/CPR training within six months of entering the program.
- Pre-apprentices are enrolled in the substance abuse testing program.
- All pre-apprentices must be under the supervision of a journeyman Pipefitter.
- Contractors with fifteen (15) journeymen and less can have one (1) pre-apprentice for every one (1) Building Trades Apprentice shop wide. Contractors with sixteen (16) journeymen and more can have one (1) pre-apprentice to two (2) Building Trades Apprentices shop wide. Pre-Apprentice hiring will follow JAC guidelines.
- Contractors caught violating the program loses the right to have pre-apprentices for a 12- month period as determined by the Joint Conference Board.

ARTICLE 6
MANAGEMENT RIGHTS

Section 6.1 Management shall be the sole determiner of the size of the workforce. 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 and Article 10.1.

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

Section 6.3 There shall be no limit to production by neither member nor restrictions on the full use of tools or equipment. Members using tools shall perform any of the work of the trade. There shall be no restriction on efficient use of workforce 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 Employers agree to pay (or, in the case of the Savings Fund, to deduct and transmit) the sums set forth in Article 11 of this Agreement to the Educational fund, the local Welfare fund, the local Pension Funds, the National Pension Fund, and the Savings Fund, pursuant to the Agreements and Declarations of Trust applicable to each such Fund. A copy of each such Agreement and Declaration of Trust together with any amendments thereto shall be attached to this Agreement and shall be considered part of this Agreement as if set forth specifically herein at length.

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 and/or L.U. 533 where there are no Trustees, shall have the authority to direct an independent Certified Accountant to audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Fringe Benefit Funds.

Section 7.4 Contributions to the funds described in Article 7.1, under this Agreement, shall be payable on or before the 10th day of the month following the month in which the contributions were accumulated. If the contributions are not paid by the 15th of the month, the Union shall be relieved of its no-strike obligation with respect to the Employer involved and shall be free to strike or take other action against such Employer. 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. Employers who are 30 days or more delinquent, upon receiving delinquency notification from Fund Attorney, 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 days or more delinquent, upon receiving delinquency notification from the Fund Attorney, will have their manpower pulled from all projects covered under the local CBA, unless they can post a Fringe Benefit Bond ten (10) times the amount of the delinquency.

(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 under funding, providing, however, that if such reduction is not accepted by the trustees of such trust within thirty 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. If at any time, the actuary determines that the funding level is projected to be 82% or below, the Trustees shall implement their own funding improvement plan.

(b) The Contractors agree to be bound by all of the terms and conditions of the Agreement and Declaration of Trust, a copy of which has been or will be signed by the Association. Any Contractor so adopting as 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.

Section 7.5 The Contractors agree to pay forty-eight cents (\$.48) per hour to an Industry Development Fund, for each hour worked on work coming within the provisions of this Agreement.

Section 7.6 SURETY BONDS

(a) The Union may require any Employer who is more than five (5) days delinquent in remitting its contributions to any Fringe Benefit or Savings fund as set forth in Article 11 of this agreement twice in a rolling twelve (12) month period shall be required to post a cash or surety bond in an amount equal to the amount of its most recent delinquency multiplied by six or late payment multiplied by six, whichever is greater, 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 Employer shall post another bond calculated pursuant to *Schedule A*.

The bond shall be released when the Employer remains non-delinquent for a period of twelve (12) consecutive months. If the Employer 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 Employer and shall be free to take such economic action, including strikes, as it deems appropriate against such Employer until such time as the Employer becomes non-delinquent and the required bond is posted.

A Surety Bond will also be required of any new Signatory Employer 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 Employer 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 Pipefitters Association Local Union No. 533 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 Pipefitters Local Union No. 533 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 3 Employee(s):	\$10,000 Surety Bond
An Employer employing 4 to 8 Employees:	\$25,000 Surety Bond
An Employer employing 9 to 16 Employees:.....	\$50,000 Surety Bond
An Employer employing 17 to 31 Employees:.....	\$100,000 Surety Bond
An Employer employing 32 to 46 Employees:.....	\$150,000 Surety Bond
An Employer employing 47 to 61 Employees:.....	\$200,000 Surety Bond
An Employer employing 62 or more Employees:.....	\$250,000 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 533 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 to 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 Pipefitters Local No. 533 Individual Account Plan.
 - (iii) Full Amount due and owing to the Pipefitters Local Union 533 Health and Welfare Fund.
 - (iv) Any remaining amounts shall be distributed pro rata to the Pipefitters Local No. 533 Pension Fund; the Pipefitters Local Union No. 533 Education Fund; Pipefitters Industry Development Fund; the Plumbers & Pipefitters National Pension Fund, the Pipefitters International Training Fund; Pipefitters Local Union No. 533 Target Fund; and Political Action Committee.

Section 7.7 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.

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 Employer and the Union.

Section 8.2 The Employer agrees to furnish (a) clean 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 chemical and (c) safety equipment, that is specified by the customer or contractor. If specified by the customer or Employer, Employer will reimburse up to \$150 for safety-toed boot when current proof of purchase is provided.

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

Section 8.4 Pipefitters covered by this Agreement will not be permitted to furnish any type of vehicle for the use of the Employer. Pipefitters reporting for work on any job and then required by the Employer to move to another job during the same day (a) will be paid the current 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 Employer 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 Employer will furnish adequate potable water and toilet facilities where they are not otherwise available within the adjacent area. If in the reasonable judgment of the Employer and Business Manager or Agent an adequate place is not available and weather conditions so require, the Employer shall furnish a heated and/or ventilated 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 perform covered work if the total composite Pipefitter hours performed by such business under one or more contracts with the Union exceeds 8,000 hours in any rolling twelve (12) months period. A person shall be considered an owner, partner or stockholder if he/she has a ten percent (10%) or more interest in a business.

Section 8.8 In view of the mobility and transitory nature of the employees covered by this Agreement and to facilitate an orderly procedure for 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 Pipefitters employed, one shall be a Local 533 member, and he/she shall receive lead foreman's wage. (Reference to foremen in this agreement shall mean Lead Foreman, Foreman, Area Foreman, and General Foreman.)

ARTICLE 9

HOURS OF WORK, OVERTIME AND SHIFT WORK

Section 9.1 Hours of Labor: The maximum of eight (8) hours shall constitute a day's work beginning between 6:00 a.m. and 8:00 a.m. with one-half (1/2) hour allowed for a lunch period each day. The maximum work week shall be forty (40) hours beginning Monday 6:00 a.m. and ending Friday 4:30 p.m. Any starting time prior to 6:00 a.m. or after 8:00 a.m. must be approved by the Employer, the Union and the majority of the Pipefitters on that project. Any request for a change in established start time shall be sent to the Union via email (manpower@local533.com). Approval by the Employer and Union shall not be unreasonably withheld.

(a) Four, Ten-Hour Days: When requested via email (manpower@local533.com) and 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, between the hours of 6:00 a.m. and 6:30 p.m. Monday through Friday, with one-half (1/2) hour allowed for a lunch period each day. Once established, no changes may be made to consecutive days without prior approval from the Business Manager or Agent. Saturday may be used as a makeup day, and if utilized, a minimum of eight (8) hours' work must be scheduled and must be paid at a rate of one and one half (1½) times the regular rate of pay. The makeup day will be voluntary, and a decision not to work may not be held against the employee. After ten (10) hours in a workday, or forty (40) hours in a work week, overtime shall be paid at a rate of one and one half (1½) times the regular rate of pay.

Section 9.2 The employer agrees to provide the Union the number of hours worked by Pipefitters employed by the Employer, both Construction and Service, on a monthly basis, via email (wagesurvey@local533.com). The hours reported by the Employer 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 15th 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. Overtime performed by Journeymen and Apprentices Monday through Saturday shall be paid at the rate of one and one half (1½) times the regular rate of pay and double time for hours worked beyond 12. Sundays, defined as midnight to midnight, shall be paid at double time rate of pay. 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.

(a) When working continuously, the highest overtime rate attained will continue until a break of a minimum of eight (8) hours is allowed, then the appropriate pay rate will again apply.

Section 9.4 Holidays. All classifications will receive double time for work on the following designated National Holidays: New Years 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. Labor Day will be triple time.

Section 9.5 The Employer shall allow the employees a reasonable amount of working time to put away all of the Employer'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. Members 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 9.6 Insofar as is practical, when overtime work is necessary it shall be impartially divided among the members on the job, who shall be given first right of refusal. Members 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 willing and available, unless additional manpower is required.

Section 9.7 When Members are requested to report for work any time before or after working hours, or on days recognized as holidays, they shall be paid show-up time at the overtime rates.

Section 9.8 Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than five (5) consecutive working days. The day shift shall work a regular eight (8) hour shift as outlined in Section 9.1. Employees working second shift shall work a regular eight (8) hour shift and shall receive a seven percent (7%) an hour premium. Employees working third shift shall work a regular eight (8) hour shift and shall receive a twelve percent (12%) an hour premium. When working 2 shifts, 10 or more hours each, second shift shall receive a ten percent (10%) an hour premium. In the event a first shift is not required, a second and third shift employee shall receive a premium no less than fifteen percent (15%) an hour premium.

Section 9.9 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 two (2) hours at the basic straight-hourly rate of wages, unless they have been notified before leaving their home not to report. An employee who starts to work after two (2) hours shall receive no less than four (4) hours' pay. If the employee continues after 12:30 p.m., they shall receive actual hours worked there after. The exception, however, shall be when work, or when stoppage of work is occasioned thereby, or when an employee leaves work on their own accord, they shall be paid for actual time worked. When the conditions set forth in this paragraph occur on an overtime day, or on shift work, the premium rate shall be paid. When a 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, employee will be compensated only for the actual time worked unless they have been notified before leaving their home not to report. They shall in such case be paid two (2) hours' show-up time.

ARTICLE 10

CONSTRUCTION AND INSTALLATION

Section 10.1 On any job where there are two Pipefitters employed, one of the two shall receive lead foreman rate of pay.

(a) The following shall be the minimum ratio of lead foreman, foreman, area foreman, and general foreman to Pipefitters on any job where employees work under the terms of this Agreement:

Number of Pipefitters on Job	The number to the left shall Include	Number of Pipefitters on Job	The number to the left shall Include
2 to 5	1 lead foreman	41 to 50	1 general, 2 area, 4 foremen
6 to 11	1 foreman	51 to 60	1 general, 2 area, 5 foremen
12 to 14	1 area foreman	61 to 70	1 general, 3 area, 6 foremen
15 to 22	1 area foreman, 1 foreman	71 to 80	1 general, 3 area, 7 foremen
23 to 30	1 area foreman, 2 foremen	81 to 90	1 general, 3 area, 8 foremen
31 to 40	1 general, 2 area, 3 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.

Section 10.2 If the Employer requires special uniforms to be worn by Members, the uniform shall be furnished by the Employer and, when competitively priced, American made.

Section 10.3 The Employer shall not permit any employees to perform work on a piecework basis, lump sum basis or on any type of subcontract basis whatsoever. The Employer 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 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, employees shall not take directions or orders or accept the layout for any work from anyone except the foreman or direct supervisor.

Section 10.7 All work performed on towers, vessels, structures, tanks and stacks requiring members to work out of a boatswain chair or on a swinging scaffold, or any scaffold more than forty (40) feet high and less than three boards wide or approximately 36", and without handrail shall be paid at double time rate. The above to mean a 40' free fall as occurs in the erections of stacks, towers and pipes. The above double time does not apply to built-up scaffolding from the ground up, such as "Patent Safe-Way," etc. No employees shall be required to work on unsafe or hazardous scaffolding.

Section 10.8 All tools furnished by the Employers to the workman will be charged to them and they 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, or a truck which shall also be considered a locked box. If the Employer deems any such loss of tools as willful, negligent or careless, they may request that the member appear before the Joint Conference Board.

Section 10.9 There is no travel pay for the following counties. Kansas: Leavenworth, Johnson, Wyandotte, and Miami. Missouri: Cass, Platte, Clay, Jackson, Lafayette and Ray. If an employee furnishes their own transportation and lives more than 25 miles from the job, all other counties in Local 533's jurisdiction shall be reimbursed at a flat rate of:

- \$30.00 per day effective June 1, 2023
- \$31.00 per day effective June 1, 2024
- \$32.00 per day effective June 1, 2025
- \$33.00 per day effective June 1, 2026
- \$34.00 per day effective June 1, 2027
- \$35.00 per day effective June 1, 2028

ARTICLE 11

ECONOMIC PACKAGE AND OTHER CONTRIBUTIONS

Section 11.1 This contract is for six years. Building Trades Journeyman Total Package shall be increased as follows:

June 1, 2023.....	\$3.48 per hour + \$0.02 per hour IDF
June 1, 2024.....	\$3.10 per hour
June 1, 2025.....	\$2.50 per hour
June 1, 2026.....	\$2.13 per hour+ \$0.02 per hour IDF
June 1, 2027.....	\$2.15 per hour
June 1, 2028.....	\$2.15 per hour

Section 11.2 A Special Order of Business Meeting was held May 2, 2023, at which time a six-year negotiated contract between Pipefitters L.U. 533 and Members of The Mechanical Contractors Association of Kansas City was ratified. Following is a chart outlining the allocation of the First year’s increase, effective June 1, 2023, through May 31, 2024. Distribution of the \$3.10 increase June 1, 2024, \$2.50 increase June 1, 2025, \$2.13 increase June 1, 2026, \$2.15 increase June 1, 2027, and 2028 will be determined later. Notification will be mailed prior to each effective date.

Section 11.3 Employer will provide a \$12.00 per day parking fee expense for employees working in the downtown loop, when no free parking is available within ½ mile of the job site. If a second or third shift is worked, the reimbursement rate will be \$15.00 per day. If the Employer provides parking accommodations, no reimbursement will be made.

Section 11.4 Subsistence is reasonable and actual lodging costs to be agreed to by Contractors and Employees, plus meals. This meal amount will be paid on out-of-town work when the Pipefitter is required by the Contractor to stay out-of-town overnight. The Contractor will pay a per diem for meals and incidental expenses at the rate established by the General Services Administration for the location where the employee is working. This rate 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 incurred, such as bridge tolls, highway tolls, etc., but excluding any expense customarily included in the daily subsistence rate provided in this Article.

Section 11.5 For purposes of this article, each hour paid for, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with the collective Bargaining Agreement, shall be counted as hours for which contributions are payable. Hours paid for on call, travel time, or compensation beyond the Collective Bargaining Agreement, shall not be counted as hours for which contributions are payable.

Section 11.6 When employees are recovering from any workplace injury and have been released by their 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.

			EFFECTIVE	PRE-
	6/1/2022 -		6/1/2023-	APPRENTICE
	<u>5/31/2023</u>	<u>INCREASE</u>	5/31/2024	<u>40%</u>
JOURNEYMAN	\$51.43	\$2.13	\$53.56	\$21.42
SUPERVISION - % Over Journeyman Rate				
Lead Foreman (2-5 Men) 4%	\$53.49		\$55.70	
Foreman (6-11 Men) 8%	\$55.54		\$57.84	
Area Foreman (12-30 Men) 12%	\$57.60		\$59.99	
General Foreman (31 and over) 16%	\$59.66		\$62.13	
CONTRACTORS’ FRINGE CONTRIBUTIONS - PER HOUR WORKED				
Pension-Local Defined Contribution	\$4.50	\$0.20	\$4.70	
Pension-Local Defined Benefit	\$6.15	\$0.20	\$6.35	

Pension-National U.A.	\$1.75		\$1.75		
Health & Welfare	\$9.80	\$0.75	\$10.55		\$10.55
Industry Development	\$0.46	\$0.02	\$0.48		
Education	\$1.05	\$0.20	\$1.25		\$0.10
International Training Fund	\$0.10		\$0.10		
TOTAL FRINGES	\$23.81	\$1.37	\$25.18		\$10.65
TOTAL WAGE PACKAGE	\$75.24	\$3.50	\$78.74		\$32.07
JOURNEYMEN DEDUCTIONS AND ASSESSMENTS - PER HOUR WORKED					
Savings - % of Base Wage	10%		10%		10%
General Fund Dues Assessment	\$0.75	\$0.15	\$1.20		\$0.50
Political Action Fund	\$0.10	\$0.05	\$0.20		
Target Fund	\$0.50	\$0.05	\$0.65		

APPRENTICES					
Effective 6/1/23-5/31/24	1st	2nd	3rd	4th	5th
	50%	55%	60%	70%	75%
BASE WAGE - % of Journeyman rate	\$26.78	\$29.46	\$32.14	\$37.49	\$40.17
CONTRACTORS' FRINGE CONTRIBUTIONS - PER HOUR WORKED					
Pension-Local Defined Contribution		\$1.00	\$1.50	\$2.50	\$3.50
Pension-Local Defined Benefit		\$6.35	\$6.35	\$6.35	\$6.35
Pension-National U.A.		\$1.75	\$1.75	\$1.75	\$1.75
Health & Welfare	\$10.55	\$10.55	\$10.55	\$10.55	\$10.55
Industry Development	\$0.48	\$0.48	\$0.48	\$0.48	\$0.48
Education	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25
International Training Fund	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
TOTAL FRINGES	\$12.38	\$21.48	\$21.98	\$22.98	\$23.98
TOTAL WAGE PACKAGE	\$39.16	\$50.94	\$54.12	\$60.47	\$64.15
APPRENTICE DEDUCTIONS AND ASSESSMENTS - PER HOUR WORKED					
Savings - % of Base Wage	10%	10%	10%	10%	10%
General Fund Dues Assessment	\$1.20	\$1.20	\$1.20	\$1.20	\$1.20
Political Action Fund	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20

All future Fringe Contribution increases shall be applied at the same rate to all Journeymen and Apprentices where applicable. Except Pension-Local Defined Contribution rates for apprentices shall not be changed for the duration of this agreement.

ARTICLE 12

TERMINATION, PAYDAY AND ACCOUNTABILITY

Section 12.1 Wages due shall be paid in cash or check, or by electronic or automatic direct deposit, at the employer's option, to the employee weekly on the Employer's pay day, which shall be not later than three (3) working days after the close of the Employer's payroll period, unless approval of payrolls by government agencies prevents payments within such time. Receipt of wages shall be made available to the employee electronically upon each request once the information is available, provided the employee provides the Employer with an e-mail address. Except in emergencies, any time spent by an employee on such pay day after the end of their shift, or after their return to the shop, waiting for payment of wages due them will be paid for at the applicable rate of pay. Any disputes as to an "emergency" shall be resolved by the Employer and the Union's Business Agent or Manager.

Section 12.2 Any Employer who, while on the job, issues checks to their 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 while working on said job unless extenuating circumstances are shown to exist to the satisfaction of the Joint Conference Board. An Employer 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 without undue delay. Such Employee shall have the option to be provided with a pay check or direct deposit receipt upon discharge.

Notice of such discharge shall be e-mailed (manpower@local533.com) to the Union upon discharge.

Section 12.4 If a Pipefitter quits on their own accord, they shall be paid at the next regular pay day.

Section 12.5 Members are to be paid the wages applicable to work performed and in return, the Employers are to receive a fair and honest day's work without any slowing down or stoppage thereof.

ARTICLE 13

NO STRIKE, NO LOCKOUT

Section 13.1 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 7.4 that an Employer is delinquent in the payments of fringe benefits. It shall not be in violation of the Agreement or of the no-strike clause if members of the Union refuse to cross any lawful picket line. Union is not responsible for unauthorized acts of its members.

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

ARTICLE 14

JOINT CONFERENCE BOARD PROCEDURE

Section 14.1 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 an equal number of representatives of each party. A Chairman and a Secretary shall be selected by the Board from its members, one officer to be selected from the Association and the other from the Union members. The Joint Conference Board shall meet quarterly, 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, a party of 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 3 hereof, the Union and the member concerned, shall meet and attempt to adjust amicably the grievance. In the event the Union and the member concerned fail amicably to adjust the grievance, then a representative of the Union and a representative of the Association shall meet and attempt to amicably adjust the grievance with the consent of the member concerned.

Section 14.6 Where the grievance has not been adjusted in accordance with Section 3 hereof within ten (10) days, then the grievance shall be referred to a Joint Conference Board, without legal representation present.

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 the 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 As to members in good standing with the Association and signatory to this Agreement, 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 in this Article.

Section 14.9 The provisions contained in this Article shall be effective only as to members of the Association in good standing, and parties to this Agreement, and only while such member remains in good standing with the Association.

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 No. 533 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 at the site of construction unless the Contractor to whom the work is sublet has an agreement with the Union.

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 to this Agreement to violate any existing federal or state law or regulation, however, should any Article, Sections, 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

DURATION, TERMINATION AND RENEWAL OF AGREEMENT

Section 18.1 This Agreement shall become effective June 1, 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 to the other ninety (90) days prior to the terminal date of this Agreement.

ARTICLE 19

DRUG ABUSE POLICY

INTRODUCTION

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 and any controlled substances.

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 shall have the option to offer rehabilitation in lieu of discharge for positive tests, but shall not be required to do so.

APPENDIX — SERVICE WORK

Section 1 "Service" is defined as the normal work involved in maintaining and repairing air conditioning, refrigeration, heating systems and all other systems installed under this Agreement. Service shall also include charging, starting up, checking and pumping down either new or old air conditioning systems and related controls.

Section 2 “Service” shall also be defined to include installation of air conditioning or refrigeration system-either air or water-cooled compressors-up to a maximum of 5 Tons. Multiple installation of small units totaling more than 5 Tons, which are either interconnected through the refrigerant circuit or through the use of a common cooling tower, will be considered as installation work. “Service” shall include the installation of residence-type oil burners, gas burners, or stokers.

Section 3 Refrigeration Service. The standard workday for service fitters to be any eight (8) hours per day between the hours of 7:00 a.m. and 4:30 p.m. Time and one-half to be paid to service fitters for work done in excess of eight (8) hours in anyone day, in excess of forty (40) hours in any one week except double time for Sundays and Holidays.

Section 4 Repair, Service and Temperature Control Work. Employees may use their vehicle and are to receive 15% of Journeyman Rate per hour, while on service and repair work. Employees while working as outlined in Paragraph above are required to carry insurance and provide evidence of coverage. Vehicle-use fee as outlined above shall be shown on paycheck as such.

Section 5

- (a) Where on a job there are two (2) or more Pipefitters and one (1) Pipefitter is required by the Employer to assume the responsibility of the job or direct the efforts of other Pipefitters, they shall receive applicable foreman rate of pay.
- (b) If the Employer requires special uniforms to be worn by Members, the uniform shall be furnished by the Employer and, when competitively priced, American made.
- (c) The Employer shall not permit any employee to perform work on a piecework basis, lump-sum basis, or on any type of subcontract basis whatsoever.
- (d) No employee on service covered by this Agreement shall be permitted or required to furnish for the use of the Employer, Presto tank or pipe threading equipment, any tools of any size or length, or any welding equipment.
- (e) No Journeyman or Apprentice shall furnish any tools on installation jobs or on “service,” as defined in Section 2. Tools are to be supplied by the Employer.
- (f) On service, an apprentice is limited only by his qualifications.
- (g) Every effort must be made to rotate night service work and weekend work.
- (h) The Employer will pay for all toll charges and legitimate parking expenses on service work.
- (i) On jobs having a foreman, Pipefitters shall not take direction or orders or accept the layout for any work from anyone except the foreman or direct supervisor.
- (j) When member is required by Employer to be on call for service work, they shall be paid one (1) hour of straight time for each day Monday through Friday and on Saturdays, Sundays and Holidays they shall be paid two (2) hours of straight time each day, or actual hours worked at the rate stated per contract agreement, whichever is higher.

Section 6 Unless stated otherwise in Service Work Appendix, terms and conditions of current agreement apply.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the date and day first above set forth. This contract contains a binding arbitration provision, which may be enforced by the parties.

**MECHANICAL CONTRACTORS
ASSOCIATION OF KANSAS CITY**

PIPEFITTERS LOCAL NO. 533

Name of Company (Please Print)

Local Union No. 533 of Journeymen and Apprentices
of the Plumbing and Pipe Fitting Industry of the United
States and Canada

Federal Employer Identification No.

By _____
(Signature)

By _____
(Signature)

Date _____

(Printed Name)

Title _____

Date _____

Company Address

Phone: _____

Fax _____

