

AGREEMENT

Between

PLUMBERS U.A. LOCAL UNION NO. 16

And

MECHANICAL CONTRACTORS ASSOCIATION

OF OMAHA, INC.

MAY 30, 2001

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AGREEMENT

AGREEMENT, between THE MECHANICAL CONTRACTORS ASSOCIATION OF OMAHA, INC., hereinafter referred to as the "Association", and PLUMBERS LOCAL UNION NO. 16 of OMAHA, NEBRASKA hereinafter referred to as the "Union". This agreement is effective May 30, 2001 through May 30, 2006.

PREAMBLE

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

ARTICLE I

Recognition

The Association, pursuant to the provisions of Section 9 (a) of the NATIONAL LABOR RELATIONS ACT, as amended, recognizes the Union, which has demonstrated its majority status, as the exclusive bargaining representative for all journeymen and apprentices employed by members of the Association to perform work of the character specified in Article II hereof, in the territory specified in Article III hereof, and this shall include the classifications of Apprentice, Journeyman, Foreman, Area Foreman, General Foreman, and other designations. The Association agrees that during the term of this agreement, it will not bargain with any other organization or group of employees with reference to wages, hours and working conditions of said employees.

ARTICLE II

Work Jurisdiction

- (a) This Agreement covers all apprentices, journeymen, foremen, area foremen, and general foremen engaged in the installation of plumbing systems and component parts thereof, including the making and installation of all flashings, welding, bending, threading, fabrication, assembling, erection, installation, testing by any mode or method including hydrostatic, pneumatic, magniflux, dye-checking, and all physical assistance to the x-ray process at the job site, internal cleaning of process piping, dismantling, repairing, reconditioning, storage maintenance at the construction site, adjusting, altering and servicing such work, including also all cutting and threading of pipe in the shop or at the job site to be used in the above named systems. This Agreement also includes handling and loading, distribution, reloading, tying on and hoisting such piping equipment at the job site by any method, including also all hangers, supports of every description, the cutting of all holes, chasings, or channels in connection with the work herein described, the setting of all flashings, sleeves and inserts in connection therewith, installation of sanitary and storm sewers within the property line, excluding but not precluding single family dwellings, and all other work included in the trade jurisdictional awards of the Impartial Jurisdictional Disputes Board and agreements and decisions of record, including all other sanitary piping by any mode or method. The work jurisdiction as outlined in the above shall not be changed or re-assigned to other crafts because of changes in types of materials or mode of installation.

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

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

With regard to setting of sleeves and inserts the following shall apply: It is understood that in those instances when it is required to set a few sleeves or inserts prior to the time that the employer has manned the project with both crafts (plumber and steamfitter) the employer may perform said work with an employee of his choice from either craft (plumber and steamfitter), provided, however, that the Union is notified by the employer and agrees prior to the installation of the foregoing.

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

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

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

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

All other piping not stipulated above shall be fabricated in a shop that by reason of a collective bargaining agreement or by reason of company policy pays such shop fabrication at a wage rate at least equal to the Davis-Bacon Wage Rate or the Building and Construction Trades Wage Rate (whichever is higher) established for building and construction work in the geographical area in which the shop is located. The employers agree to furnish to the M.C.A.O. evidence of compliance with the Davis-Bacon Wage Rate or the Building and Construction Trades Wage Rate Protection Provisions on all projects covered by this agreement.

Employers shall submit this information to the M.C.A.O. on U.S. Dept. of Labor, Form WD-10, Contractor's Report of Construction Wage Rates, on a quarterly basis during each calendar year. These forms shall be maintained by county, and the information furnished to the unions upon request.

This article includes above work jurisdiction and Appendix C that is attached hereto and made a part hereof.

ARTICLE III

Territorial Jurisdiction

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

ARTICLE IV

Proficiency Improvement

- (a) Both the Association and the Union recognize that the recent technical advances in the industry require new and greater skills of journeymen, and apprentices, and the Association and the Union accept as their obligation, the responsibility for continually endeavoring to improve the skills for such journeymen and apprentices, and for assuring through journeymen and apprenticeship training, under the sponsorship of the Joint Apprenticeship Committee and/or the Plumbers Administration and Training Committee (and in accordance with the rules established by the Federal Committee of Apprentices with respect to apprentice training) an adequate number of employees who are able to enter and continue in the trade properly equipped to perform it. The Association and the Union agree that they will encourage employees hereunder to attend and complete such training programs to assure the Association's members of a sufficient number of skilled employees to perform work hereunder. The Union is to conduct a class of instruction and training for its members so that its members will be competent to perform the work claimed under their jurisdiction, the cost of such instruction and training to be paid out of the Journeymen and Apprenticeship Training Fund and/or the Plumbers Administrative Training Fund as provided for in Article XIII, sections (c) and (f) respectively.
- (b) Both the Association and the Union recognize that there have been many changes and advances in OSHA laws, hazardous materials laws and other governmental standards, which require employee training. The Union shall offer the following mandatory training for all of its members on an annual basis and will provide a method of documentation of this training to eliminate duplicate training by contractors. The mandatory training will include first aid, hazardous materials exposure and training incorporating the Occupational Safety and Health Training Course in Construction Safety and Health (10-Hour OSHA). All of the above training will be performed in accordance with the recognized industrial standards and certification will be issued by the appropriate authority so that when an employee reports for work the employee can document to the employer that he or she has taken the training and is currently certified in all of the above areas. CPR training shall be made available for each union member.

- (c) All working members of the Union actively employed shall have completed mandatory training by May 28, 2002. The Union shall provide documentation of the completion of mandatory training for each member to the Association no later than May 28, 2002 and each year thereafter for the term of this Agreement. The wage increases negotiated under this Agreement shall be contingent upon documentation to the Association of ninety percent (90%) compliance with the mandatory training set forth in this provision by all working members of the Union actively employed to assure that the required training and certification of members remain current.

The Association shall provide the Union with any training materials it has or will develop during the course of this Agreement to support the completion of mandatory training requirements.

- (d) The Labor Management Committee shall meet and confer at such times as necessary to review the process being implemented to carry out the intent of this Article, and make any recommendations deemed appropriate to enhance the likelihood of the successful completion of the mandatory training requirements as set forth. The committee may also make recommendations regarding any further education and training needs that arise during the course of this Agreement.

ARTICLE V

Hirings and Discharges

It is agreed that whenever employers who are subject hereto require additional journeymen plumbers they will request the Union to furnish them. Such requests may be either in writing or by telephone. The employers shall request additional employees two (2) working days in advance of the time the employees are to report to work. If the Union fails to fulfill the request of the employer after three (3) working days, the employer shall make formal written request to the Union and forward a copy of this request to the Association as a matter of record. If the Union is unable to fulfill this second request after two (2) working days from the date of the letter, the employer may secure qualified journeymen plumbers from any other source. The employers shall accept for employment only qualified journeymen plumbers. Journeymen plumbers shall be qualified for employment who have had at least four (4) years actual practical working experience at the plumbing trade as a journeyman or apprentice in the plumbing industry, or who have completed their apprenticeship qualifications to the standards adopted by the National Joint Apprenticeship Committee of the Plumbing and Pipe Fitting Industry, or have had previous employment as a journeyman plumber in the geographical area covered by this Agreement with a contractor signatory to this Agreement and whose services have proven satisfactory. It is agreed that there will be no discrimination in hiring because of age, race, sex, national origin or creed. The Union will recruit for membership in accordance with Executive Orders 11246 and 11375, women and members of minority races.

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

Contractors may request any journeyman from the out of work list. Employees will have no seniority rights based on length of time on the out of work list.

Employees covered by this Agreement have certain accrued rights or benefits for themselves and their dependents under health and welfare, pension, vacation, and other benefit plans, which accrue to them by virtue of length of employment with contractors party to this Agreement and such rights are generally continuous while under employment and remain effective until a certain period of time after layoff or discharge.

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

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

Any employee who is in violation of the terms of this Agreement on the first offense is subject to a letter of reprimand, a copy of which is to be sent to Local No. 16 and the Association. Upon the second offense the employee is subject to call before the Joint Conference Committee. At termination of employment, a notice of termination shall be filled out by the employer, a copy of which shall be provided to the employee, another copy to be furnished to the union. Such notice of termination shall be upon a form agreed to by the Joint Conference Committee and such forms shall be furnished to all signatory contractors by the M.C.A.O.

It is understood and agreed that the Union shall verify the employment eligibility of all employees who are covered by this Agreement in accordance with the provisions of the Immigration Reform Control Act. The Union further agrees it shall maintain all records required by this Act.

ARTICLE VI

Disputes

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

(a) Jurisdictional Disputes. In recognizing the work jurisdictional claims enumerated in Article II above, it is nevertheless understood that the initial assignment of work is to be made by the employer, providing the work to be assigned is in the contract of employer bound by the terms of this Agreement. The settlement of Jurisdictional disputes with other building trade organizations shall be adjusted in accordance with the procedure established by the Impartial Jurisdictional Disputes Board for jurisdictional awards or any successor agency thereof. Any dispute with U.A. Local No. 464 or any other U.A. Local shall be settled by the United Association of Journeyman and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada.

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

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

(c) Other Disputes. Any and all disputes and controversies, other than those covered in paragraph (a) above, that arise as to the meaning, application and /or interpretation of any of the provisions of this Agreement shall be treated as grievances and settled, if possible, by discussion between the

employee or steward and the foreman or employer. If not thereby settled, it shall be reviewed immediately by the representative of the employees and the employer or their respective authorized agents. Any grievance which is not satisfactorily settled in this review, shall be filed in writing with the Joint Conference Board of the Employees and the Association by the aggrieved party or that party's representative. This written filing shall set forth all facts necessary to a proper consideration of the grievance including the time, individuals affected, and other essential data, and shall be signed by the aggrieved party. Any grievance that is not so filed, in writing, within ten (10) working days after it originates shall be barred, and the parties or party concerned shall not be entitled to any further hearing or action thereon.

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

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

If, after not to exceed two (2) working days of consideration of such a grievance, the Joint Conference Board is unable to reach a decision thereon, the Board shall submit the grievance to the Industrial Relations Council for the Plumbing and Pipe Fitting Industry and both parties involved in the grievance shall agree that all terms and conditions of this Agreement shall continue in full force and effect pending final decision by the Industrial Relations Council on the grievance which shall be final and binding upon all concerned. The two (2) working day consideration period may be waived by the express or implied consent of at least seven (7) members of the Board.

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

ARTICLE VII

Hours of Work

- (a) **Regular Workweek.** The regular workweek shall be Monday through Friday.
- (b) **Regular Work Hours.** The regular workday shall be from 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 4:30 p.m. Employees shall be on the job site, ready to start work at the hours specified.
- (c) **Absence.** In the event that the employee is to be absent from work they must notify the office of the employer before 8:00 a.m. on that workday. If the employee wished to leave the job site before the end of the workday, they must also notify the office of the employer of this request.
- (d) **Additional Shifts.** Shift work may be performed at the option of the employer. However, when shift work is performed, it must continue for a period of not less than five consecutive workdays. The day (first) shift shall work a regular eight-hour shift as outlined in Article VII, Paragraphs (a) (b) and (d). Employees working the second and /or third shifts shall receive pay for actual hours worked. The hourly net taxable wage rate for employees on the second and/or third shifts shall be fifteen percent (15%) over and above the applicable net taxable wage rate. The employer may fabricate materials on the job site or in the shop for installation by members of the Union on either the second or third shifts. In determining if a job qualifies for a second and/or third shift, the employer's office operation and/or other of employers work projects shall not be considered to constitute the proposed day shift.
- (e) **Payday.** The pay period shall end midnight Tuesday of each week for all employees. Payday shall be the following Friday not later than 4:30 p.m. An employee laid off or discharged shall receive pay at the time of discharge. When an apprentice is transferred, it shall be the responsibility of the employer to deliver the check to the apprentice by 4:30 on the Friday immediately following the transfer. Any employee who voluntarily terminates employment shall receive their check at the next scheduled payday. It is the intention of this Agreement that all pay rate changes, including anniversary dates of the contract, transfer of apprentices and apprentice anniversary rate increases will occur concurrently with the beginning of a new pay period.

(f) Alternative Work Hours.

(1) At the mutual consent of the employees and the Union, work may be performed at the straight time rate up to ten hours per day or forty hours per week between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday.

(2) Remodel Work. Contractors performing remodel work on which the owner specifically designates hours of work other than those provided in this Article, will be required to pay only the straight time wage for a maximum of eight hours per day (Monday through Friday) in lieu of the regular workday, not to exceed forty hours per week. This provision shall not apply to work in hospitals.

(g) Make-up Day. Should it be necessary to cancel work due to rain, snow and ice during the regular workweek, the employees losing this work may, by mutual consent of the employee and employer, work the cancelled hours on Saturday as a make-up day at their straight time rate of pay. The make-up day must take place on the job where the cancellation occurred and only those employees who lost time on that particular job will be allowed to work the make-up hours on that job site. All make-up hours must be worked in the same week the time was lost. If an employee is unable to work the lost hours when requested, the employer may utilize another employee who lost hours from a different job site to take the employee's place. In no event shall any employee be intimidated because they are unable or unwilling to work lost time hours on Saturday. Under no circumstances will employees working make-up hours on a job site be intermingled with the contractor's other employees who would be receiving premium pay. In such event, all employees of the contractor would be paid premium pay for the day.

(h) Service Employees. Service Employees shall be paid for actual hours worked during the normal workday including the following:

1. Travel time from job site to job site.
2. Shop time spent stocking materials and supplies from their trucks.
3. Trips to supply houses, or time waiting for delivery.
4. All necessary time spent processing paperwork.

Employees shall be paid in not less than ½ hour increments and in no case shall any employee be paid only for the time that can be billed to the customer.

ARTICLE VIII

Foremen

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

(b) Rate Of Pay. Percent applied to base wage plus vacation.

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

ARTICLE IX

Travel Pay and Subsistence

- (a) Any employee who is required by the employer to travel beyond the free zone as defined in this Article and is not furnished transportation by the employer, shall receive, in addition to wages, a rate equal to the current Internal Revenue Service reimbursement rate per mile for each mile necessarily traveled beyond the free zone in one trip or in such greater number of trips to and from the job site as are directed by the employer. If such transportation is to be by train or airplane at the employer's discretion, sleeping accommodations shall be provided when necessary. The time consumed by such employee in such travel shall be paid for at the employee's basic straight time rate only but shall not include time traveled at night, except that all driving time shall be paid for at the straight time rate regardless of when it occurs.
- (b) Any employee who is required by the employer to travel beyond the free zone as defined in this Article, and is directed by the employer to stay overnight or longer shall receive all amounts necessarily expended for room and board during such period.
- (c) Employees shall not be required to use their own vehicles for transportation of tools or materials. In the event an employee is required to travel from one job to another and is transported in the employer's vehicle, it shall be the responsibility of the employer to transport such employee back to their own vehicle. In the event an employee is required to travel from one job to another during the work day and transportation is not furnished by the employer, the employee shall receive, in addition to wages, a rate equal to the current Internal Revenue Service reimbursement rate for each mile necessarily traveled between job sites. No mileage shall be charged by the employee for the trip from the office of the employer to the first job assignment on the first day of employment, except mileage beyond the free zone as defined in (a) above.
- (d) If free parking space is not available within six blocks of the building site, then the employer will make every effort to provide on-site parking. In the event that neither is available, the employer agrees to provide parking facilities within six blocks of the building site in a manner that provides one parking spot for each foreman. This provision pertains also to the following complexes: University of Nebraska Medical Center, University of Nebraska at Omaha and Creighton University.

- (e) The employer may elect to hire employees at the job site for jobs or projects outside of the free zone as defined in this Article. The Union and the Employer shall negotiate an amount for travel and subsistence to such jobs or projects up to a maximum of \$15.00 per day to be received by each employee in addition to wages.

- (f) All work performed within the 50-mile distance from Omaha-Douglas Civic Center, Omaha, Nebraska, and all of Douglas County, Nebraska shall be a free zone. In addition to the Omaha free zone, there will also be established a 50 mile free zone from the City Hall in the City in which the employee has permanent residence. This provision pertains to the following: Grand Island, Hastings, Norfolk, Fremont, Columbus and Kearney.

ARTICLE X

Holidays

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

ARTICLE XI

Tools and Equipment

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

All tools or other items furnished by the employer to the employee are the responsibility of the employees. Tools are to be locked up at the end of each shift, in boxes provided by the employer, and each and every employee is required to return all tools to the tool boxes and to report to the employer, or the foreman, known losses of tools immediately upon discovery of the loss. Foremen are directed to make not less than a weekly inventory of all tools when the employer furnishes a complete list of all tools, etc., placed on the job, and keep this list current. The original list shall be corrected as tools are added or removed from the job.

The employer must sign the tools in before terminating the employee. Both the employee and the employer must sign jointly when checking the tools in or out. The employer may permit the foreman to perform the tool checkouts. If any shortages are apparent at the time of checking in the tools, the shortages and the reasons therefore are to be noted on the form provided.

Any losses of these tools caused by neglect, carelessness, or negligence shall be paid for by the employee responsible. The employer shall direct the employee, in writing (with a copy to the Union), to reimburse the employer for losses. No payroll deductions will be permitted until a meeting has been held with the employer, the employee and a union representative and the Union gives its approval for such a deduction.

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

The Contractor agrees to furnish: (1) protective equipment for employees engaged in welding, including goggles and welding gloves, hoods and sleeves; and (2) protective clothing for employees handling or exposed to acids or corrosive chemicals, and (3) respirators for employees exposed to dust or acids when requested by the employee.

ARTICLE XII

Wage rates – Section 1

All employers shall make payments for wages and fringes, per the wage rate schedule in Appendix E, throughout the terms of this Agreement for each hour of work performed by the employees covered hereunder less any mandatory and elective tax deferred monies directed by employee toward the Defined Contribution Fund and to be paid as provided in Article XIV(c). The Union agrees that these rates shall remain in effect throughout such period, and that during such period the employees covered hereby will not work for less money, or under less favorable conditions for any employer in the area covered by this Agreement.

Wage Rates – Section 2

The following wage rates are dependent upon compliance with the provisions of Article IV (c).

For the period from May 30, 2001 until May 28, 2002, the contractors agree to pay an additional one dollar and thirty-five cents (\$1.35) per hour. The exact distribution between net taxable income and the fringe benefit funds will be determined by the Union.

For the period from May 29, 2002, until May 27, 2003, the contractors agree to pay an additional one dollar and thirty-five cents (\$1.35) per hour. The exact distribution between net taxable income and the fringe benefit funds will be determined by the Union.

For the period from May 28, 2003, until June 1, 2004, the contractors agree to pay an additional one dollar and forty cents (\$1.40) per hour. The exact distribution between net taxable income and the fringe benefit funds will be determined by the Union.

For the period from June 2, 2004, until May 31, 2005, the contractors agree to pay an additional one dollar and forty-five cents (\$1.45) per hour. The exact distribution between net taxable income and the fringe benefit funds will be determined by the Union.

For the period from June 1, 2005, until May 30, 2006, the contractors agree to pay an additional one dollar and forty-five cents (\$1.45) per hour. The exact distribution between net taxable income and the fringe benefit funds will be determined by the Union.

ARTICLE XIII

Fringe Benefits

- (a) Health and Welfare Fund. In accordance with the provisions of the Agreement and Declaration of Trust, as amended, pertaining to the establishment and operation of Plumbers Local Union 16 Welfare Fund of Omaha, Nebraska, which is incorporated herein by reference, each employer agrees to continue, throughout the term of this Agreement, to pay into that Fund the sum per hour for each hour worked by journeymen and apprentices, hereunder, as shown on the wage rate and fringe benefit schedule.

- (b) Pension Fund. In accordance with the provisions of the Agreement and Declaration of Trust, as amended, pertaining to the establishment of U.A. Local Union No. 16 Pension Trust Fund, which is incorporated herein by reference, each employer agrees to continue throughout the term of this Agreement to pay into that Fund the sum per hour for each hour worked by journeymen and apprentices, hereunder, as shown on the wage rate and fringe benefit schedule.

- (c) Journeyman and Apprenticeship Training Fund. In accordance with the provisions of the Agreement and Declaration of Trust, as amended, pertaining to the establishment of the Omaha Plumbers Joint Apprenticeship Committee, which is incorporated herein by reference, each employer agrees to continue, throughout the term of this Agreement, to pay into that fund, the sum per hour for each hour worked by the journeymen and apprentices, hereunder, as shown on the wage rate and fringe benefit schedule. The sums so paid are in no event to be returnable to or recoverable by the employers paying them and are to be utilized and expended, at the discretion of that committee, for the development and improvement of skilled employees in a trade.

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

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

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

- (e) Vacation Fund. In accordance with the provisions of the Agreement and Declaration of Trust, as amended, pertaining to the establishment and operation of the Plumbers and Steamfitters Vacation Fund of Omaha, Nebraska, which is incorporated herein by reference, each employer agrees to pay 8% of the net taxable wage of Journeymen and Apprentices, to the even cents, not to include Health and Welfare Fund, Pension Fund, Defined Contribution Fund, J.A.C. (Education) Fund, P.A.T. Fund, International Training Fund and Industry Development Fund. No more than 10% of a contractor's work force will take vacation at one time.
- (f) Plumbers Administrative Training Fund. In accordance with the provisions of the Agreement and Declaration of Trust, as amended, pertaining to the establishment of the Plumbers Administrative Training Fund, which is incorporated herein by reference, each employer agrees to continue throughout the term of this Agreement to pay into that Fund the sum per hour for each hour worked by journeymen and apprentices, hereunder, as shown on the wage rate and fringe benefit schedule. The sums so paid are in no event to be returnable to or recoverable by the employers paying them and are to be utilized and expended, at the discretion of the P.A.T. trustees, for the development and improvement of skilled employees in a trade.
- (g) Defined Contribution Fund. In accordance with the provisions of the Agreement and Declaration of Trust, as amended pertaining to the establishment of the Plumbers Local No. 16 Defined Contribution Plan which is incorporated herein by reference, the Association's members agree to continue throughout the term of this Agreement to pay into the Defined Contribution Plan a tax deferred sum per hour for each hour worked by journeymen and apprentices, hereunder, as shown on the wage rate and fringe benefit schedule.
- (h) International Training Fund. Commencing on May 30, 2001 and continuing for the duration of this Agreement and during any negotiations for a successor to this Agreement, the employer agrees to contribute to the International Training Fund five cents (\$.05) 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.

Contributions set forth above shall be paid starting with the employee's first day of employment in a job classification covered by this Agreement.

Payments shall be made to the International Training Fund maintained under the Restated Trust Agreement Of The International Training Fund, entered into April 6th, 1998 by the United Association of Journeymen and Apprentices of the Plumbing and Pipe fitting Industry of the United States and Canada and the National Constructors Association. The employer agrees to be bound by all terms and conditions of the Trust and the terms of the Trust are incorporated into this 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.

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 contributions have been made on behalf of all employees covered by the Agreement.

If an employer fails to make contributions as set forth in Article XIV, subsection (c), the Trustees shall have the right to take whatever steps are necessary to secure compliance, any provision of this 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 payment due, together with attorneys' fees, audit costs and court costs. The employer's liability for payment shall not be subject to the grievance or arbitration procedure or the "no-strike" clause provided under the Agreement.

ARTICLE XIV

Trust Agreements

- (a) Trustees of the Health and Welfare Fund, Pension Fund, Vacation Fund, P.A.T. Fund, J.A.C. (Education) Fund and Defined Contribution Fund, may require a Payment Bond, in the amount of \$5,000.00 per fund of any employer having employees covered by this Agreement, as security for the proper payment of contributions to the various funds.
- (b) At the end of each month, a written report shall be made by the Greater Omaha Pipe Trades Benefit Fund office to the Union listing those employers who are delinquent in paying to the various fringe benefit funds as set forth in this Agreement.
- (c) All contractors signatory to this Agreement shall submit to the Greater Omaha Pipe Trades Benefit Fund office a report indicating the total number of hours worked by each employee in the preceding month. This report shall be due on the fifth (5th) day of each month following that in which the hours involved accrued.

Along with the report set forth in subsection (c), the contractors shall submit a check in the aggregate amount of all mandatory and elective tax deferred compensation directed by employee into the Defined Contribution Fund to the Greater Omaha Pipe Trades Benefit Fund office, which shall be deposited in the transfer account in the designated bank which in turn will make payment to the Fund Trustee as defined under the Defined Contribution Trust. Such report and payment of mandatory and elective sums directed by employee into the Defined Contribution Plan shall be deemed delinquent if not received in the Benefit Fund office by the tenth (10th) day of the month following that in which the hours involved accrued.

Based on the hours set forth in the report, the contractors shall also submit a check in the aggregate amount of hours times five cents (hours x \$.05), including overtime hours, to the Greater Omaha Pipe Trades Benefit Fund office which shall be deposited in the transfer account in the designated bank and forwarded to the International Training Fund. Such report and payment shall be deemed delinquent if not received in the Benefit Fund office by the fifteenth (15th) day of the month following that in which the hours involved accrued.

With respect to all contributions aside from those sums directed into the Defined Contribution Fund and the International Training Fund, the Greater

Omaha Pipe Trades Benefit Fund office will compute the amount of all contributions and invoice the contractor not later than the 15th of each month. A check in the aggregate amount of the sums due shall be sent to the Greater Omaha Pipe Trades Benefit Fund office, The Center, 42nd and Center Streets, 526 Elkwood Mall, Omaha NE 68105, which will be deposited in the transfer account in the designated bank which in turn will make payment to the various funds of the amounts due under the contract. Such payments to the Benefit Fund shall be received at the Benefit Fund Office no later than the end of the month in which it is involved or such payment is delinquent.

Employers not complying with the filing deadlines as stipulated above shall be considered delinquent and shall be required to pay a 10% service charge which shall be due upon the last day of that month in which said delinquency occurred. The 10% service charge and/or interest owing with respect to the delinquent mandatory and/or elective tax-deferred compensation shall be prorated and payable to the employees' individual account affected by the contractor's failure to pay on a timely basis. The 10% service charge and/or other interest on all other delinquencies shall be payable to the general fund of the Benefit Fund office.

- (d) Fringe Benefits are considered part of the wage package. The Administrator and/or the Trustees shall send a written notice of delinquency to each employer whose payments of fringe benefits are delinquent to the last known business address of the employer. The Administrator and/or Trustees shall send a copy of each notice of delinquency to the Union and the Association. Within ten (10) calendar days of the date of the notice of delinquency, the Union shall commence such action as is necessary to stop further accrual of delinquent fringe benefit payments.

It is a violation of this Agreement for an employee to work for such an employer until fringe benefits are paid in full. The Fund Administrator shall notify the employees of each delinquent employer advising them that their employer is delinquent in paying fringes and by the terms of the Agreement, no employee shall work for such employer until fringe benefits are paid in full. The Fund Administrator shall send a copy of such notice to the Association and the Union.

All delinquent fringe benefits shall be paid in full, plus an additional 10% of that amount as a service charge for failure to pay in accordance with this Agreement.

In addition to the above named remedy to which the parties are entitled a delinquent employer shall be required to pay 9% per annum from the date the payment becomes delinquent. In addition to the foregoing, the Trustees may take action necessary to enforce payment of contributions due hereunder, including, but not limited to, proceedings at law and equity.

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

The Trustees shall have the option to request an audit of any employer's records in the event the Trustees feel the hours are not being properly reported. In the event such audit reflects an error in reporting of more than 5% of the subject matter being audited, or where the same was the result of an intentional under-reporting or underpayment or fraud by the employer, the employer agrees to be held liable for the expense of auditing plus all reasonable legal fees and court costs which may be encountered as a result of the audit. If the audit does not reflect improper reporting, the costs of the audit shall be borne by the Funds.

The Trustees shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement. In the event it becomes necessary to initiate any such authorized action against any Employer, such Employer shall be obligated to pay to the respective funds all expenses incurred by the Trustees in such action, including reasonable attorney's fees.

ARTICLE XV

Workers' Compensation and Unemployment Compensation

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

Each employer agrees to maintain registration as a contractor in the State of Nebraska pursuant to Nebraska State Statutes 48-2101 et. seq.

ARTICLE XVI

Welding Tests

Whenever a welding test is required by an employer hereunder, it is agreed that the employee involved, while taking such tests, shall be in the employ of the employer.

ARTICLE XVII

Subcontracting

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

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

ARTICLE XVIII

Reporting Pay

Any employee, after being hired and reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the prevailing rate of wage unless the employee had been notified before leaving home not to report. Any employee who reports for work and for whom work is provided shall receive not less than four (4) hours pay. If more than four (4) hours are worked in any one day, the employee shall receive not less than a full day's pay. However, the exception shall be when weather or strike conditions make it impossible to put the employee to work or where stoppage of work is occasioned hereby, or when the employee leaves work on his or her own accord, or where the employee is assigned to repair or maintenance work. If after starting work, weather conditions dictate stoppage of work within two hours after starting, the employee shall, nonetheless, receive two hours pay at the prevailing rate for that day, provided that the employee remains at the job site and available to resume work for the balance of that two hour period. In the event that the employee elects to leave the job site prior to the expiration of that two hour period, the employee shall receive pay only for the portion thereof that the employee remains at the job site and available to resume work.

A service employee will be paid travel time for all trips from home to the shop to pick up a service truck in excess of one trip per day, Monday through Saturday. This travel time will be based on normal driving time.

ARTICLE XIX

Injury on the Job

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

ARTICLE XX

General Conditions

- (a) The Association shall furnish a list of all members of the Association to Local No.16. When a new member has joined the Association, Local No. 16 will be notified immediately in writing of the name and address of the new member. If a member quits the Association, Local No.16 will be notified that the member quit the Association.
- (b) The employer and the Union will jointly make every effort to have the architects and/or engineers include in the mechanical section all items belonging within our industry to fabricate furnish and/or install.
- (c) The employer and employee shall abide by all safety rules and regulations as provided under OSHA and enforced by the Nebraska and/or Iowa State Labor Departments. By this provision neither party assumes any greater obligation than imposed by applicable safety laws.
- (d) On all plumbing installations covered by this Agreement, a journeyman plumber, a member of the Union, shall be on the job site in the employment of the employer for such time as actual physical work is to be done on the installation covered by this Agreement. However, this does not prohibit a Master Plumber from performing work alone.
- (e) Labor-Management Committee. There is hereby established a committee to be known as the Labor-Management Committee which shall consist of six (6) members, three (3) members to be appointed or elected by the Association and three (3) members of the Union, namely the Business Manager/Secretary Treasurer, and the President of the Union, each of whose terms shall coincide with the term of these Articles of Agreement. In general, the purpose and function of such committee shall be to meet and confer together at such times and places as a majority of the committee shall determine, and for the purpose of studying such matters, problems and other things relating to the good and welfare of the industry as a whole, and to make recommendations to the Association and the Union for solutions to such problems, the adoption of programs designed to improve the good and welfare of the industry and to promote industrial harmony and public welfare. The Labor-Management Committee shall be empowered to make adjustments to this contract, as it deems necessary on competitive projects as defined in Appendix C.
- (f) Employers may implement the provisions of Nebraska State Statutes 48-1901 et. seq. In order to establish drug-testing policies. Such policies shall be applied to all employees covered by this agreement on an equal and non-discriminatory basis.

ARTICLE XXI

Dues and Assessment Check-Off

After receipt from an employee of a signed authorization, the employer will make weekly deductions from the employees earnings in an authorized amount as union dues, Subsidy Fund Assessment (P.I.P.E.), and C.O.P.E. The Authorization shall be on the form attached hereto as Appendix A and made a part of this Agreement.

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

Dues collected by the employer pursuant to this article shall be paid to the Union by check not more than ten (10) days after the close of the month in which earnings are subject to deductions for dues.

The Subsidy Fund Assessment (P.I.P.E.) shall be deducted from the taxable wages of each covered employee according to the amount on the Wage Rate and Fringe Benefit Schedule in Appendix E, for each hour worked. Such fund shall be collected through the Greater Omaha Pipe Trades Office.

The C.O.P.E. assessment shall be deducted from the taxable wages of each covered employee according to the amount on the Wage Rate and Fringe Benefit Schedule in Appendix E for each hour worked. Such fund shall be collected through the Greater Omaha Pipe Trades Office.

The Union shall have the option to request an audit of any employer's records in the event the Union suspects that the dues and assessments are not being reported properly. In the event such audit reflects an error in reporting of more than 5% of the subject matter being audited or where the same was the result of an intentional under-reporting, underpayment, or fraud by the employer, the employer agrees to be held liable for the expenses of auditing, plus all reasonable legal fees and court costs which may be incurred as a result of the audit. If the audit does not reflect improper reporting, the costs of the audit shall be borne by the Union.

Employers shall be held harmless from any loss to the Union resulting from errors or omissions caused by the Union or its individual members under this article.

ARTICLE XXII

Legality

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

ARTICLE XXIII

Duration and Termination

This Agreement shall become effective May 30, 2001 and will renew at the wage rates existing, May 30, 2006 unless notice of termination or modification is given in writing by either party to the other sixty days prior to the anniversary date, provided negotiations may be opened prior to the anniversary date by a majority vote of the Labor-Management Committee for the purposes of discussing items proposed by that Committee. The anniversary date of the contract shall be concurrent with the end of the pay period closest to the last day of the month in May.

ARTICLE XXIV

Harmony Clause

During the course of this Agreement, both parties agree that when an employer is bound by contract to a so-called "Harmony Clause" with an owner, agent, or prime contractor, there will be no work stoppages, strikes, slowdowns, or lockouts by members of the Union or by the employer provided however, the Union may strike where an employer fails to pay wages in full and on time or the Union has been advised by the administrative officer of the fringe benefit funds that an employer is delinquent in the payment of fringe benefits.

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

Upon notification by Contractor of the inclusion of a "Harmony Clause" within a pending contract, representatives of both the contractor and local union shall initial one copy of the pending contract, acknowledging notification and implementation of this provision on the project to which it applies.

ARTICLE XXV

Temporary Helper

In an attempt to make contractors that are signatory to this Agreement more competitive with non-signatory contractors, and to provide continued employment for members of the Union, parties to this contract agree that temporary helpers can be used on competitive projects bid through the "Target" program.

(a) **Referral of Temporary Helpers.** The Union agrees to establish and maintain a referral list of temporary helpers that are available for employment on competitive projects. Contractors shall request all helpers from the referral list and the Union shall dispatch helpers from this list. If the Union is unable to honor an employer's request for a temporary helper within 48 hours, the employer may hire anyone available at the established rate. The employer shall, however, direct this hiree to Local 16 for job referral. Contractors may request temporary helpers by the following method:

1. Contractors bidding on competitive projects will call or fax the MCAO office to institute the request.
2. The MCAO office will contact the Union to formally make the request.
3. If the request is granted by the Union, the MCAO office will provide this information to contractors making the request and/or those contractors contacting the office for information about the project.
4. If the contractor's request for temporary helpers is granted, the helper will be dispatched on a job specific basis only.

(b) **Wage Rate.** The temporary helper shall be paid at a wage rate established by the Union. No contributions shall be made on behalf of the temporary helper into any of the trust funds, nor shall any union dues or assessments be deducted.

(c) **Scope of Work.** Temporary helpers will work under the direct supervision of the journeyman plumber and will be permitted to perform the following:

WORK THE HELPER CAN DO:

1. Loading, unloading, distribution, and stockpiling of materials and equipment.
2. Loading and unloading of tools.
3. Tool repair, cleaning and pick-up activity.
4. Job clean-up activity.
5. Cleaning of fixtures and equipment.
6. Service contractor equipment.
7. Cutting, patching and grouting under the direction of a journeyman.
8. Core drilling.
9. Setting up and tearing down scaffold.
10. Remove sleeves and blockouts.
11. Help with taking measurements.
12. Assist the journeyman with the handling of pipe and equipment including the final placement when the material is too heavy for one person to move or lift.
13. Cut pipe and hangers when given the dimensions by the journeyman.

WORK THE HELPER CANNOT DO:

1. To in any way make a pipe joint.
2. Thread pipe.
3. No cleaning of copper pipe or fittings.
4. Install hangers.
5. Install pipe.
6. Install equipment.
7. Independently take measurements.

ARTICLE XXVI

Apprentices

- (a) The term apprentice as used in this Agreement shall mean only those persons who have signed an Apprentice Agreement with the Joint Apprenticeship Committee operating under a trust agreement created by the parties thereto. No apprentice shall work as a journeyman until certified as a journeyman by the Joint Apprenticeship Committee.
- (b) Employment of apprentices shall be governed by the provisions of the Joint Apprenticeship Training Program maintained by signatories to this Agreement. Except as provided in subsection (c), no apprentice shall work alone or only with another apprentice, but will always be under the supervision of a journeyman. No journeyman shall use more than one apprentice at any one time.
- (c) Apprentices in the fourth (4th) and fifth (5th) years of training are allowed to work alone on maintenance and repair work unless prohibited by applicable city ordinance.
- (d) Apprentices who have completed two years of training in the program and wish to pursue a service specialty may remain with one employer upon agreement by the apprentice, the employer and the J.A.C.
- (e) All apprentices shall complete their training according to the standards set forth by the local Joint Apprenticeship Committee. Upon completion of such training, all graduates shall be required to obtain the Omaha, NE, Council Bluffs, IA and Bellevue, NE Journeyman Licenses. In the event they do not obtain all three licenses, they will remain at the wage rate of a final year apprentice until such time as the licenses are successfully obtained.
- (f) Contractors will employ apprentices in compliance with the approved J.A.C. Standards and Ratios.
- (g) Rate of Pay. Percent applied to journeyman net taxable wage rate.
 - 1. First year Apprentice – 45%
 - 2. Second year Apprentice – 50%
 - 3. Third year Apprentice – 60%
 - 4. Fourth year Apprentice – 70%
 - 5. Fifth year Apprentice – 80%
- (h) Employers agree to pay to the P.I.P.E. Fund on behalf of each apprentice 50% of the amount authorized pursuant to Article XXI for the journeyman P.I.P.E. Fund contribution.

(APPENDIX A)
CHECK-OFF AUTHORIZATIONS

NAME

SOCIAL SECURITY NUMBER

PLUMBERS VACATION PLAN

You are hereby authorized to withhold from my net weekly pay the amount specified for vacation for each hour worked pursuant to the Collective Bargaining Agreement executed by my Employer and Union, the terms of which are hereby ratified. This money shall be forwarded monthly to the Greater Omaha Pipe Trades Benefit Fund, Omaha, Nebraska.

I understand that the Vacation Plan fiscal year is from the first pay period in April thru the last pay period in March and that after the end of the fiscal year my account will be cleared and a voucher for the full amount will be mailed to me, or up to three special withdrawals per year may be requested during the second (July 1 to September 30), third (October 1 to December 31), or fourth (January 1 to March 31) quarters. These special withdrawals must be initiated through First National Bank of Omaha via their Voice Response Unit (1-800-367-2274) or through the Investment Gold Website at (www.firstnational.com) "Retirement Plans", and will be assessed a \$10.00 fee.

I further understand that my account will be considered dormant two years after the end of the year deposited and all monies remaining in my account will be forfeited to the Plumbers General Vacation Fund for administration purposes.

I further authorize that if my accrued vacation amount is Thirty Dollars (\$30.00) or less that the amount in my account shall be forfeited for payment of administration of my account.

This authorization shall remain in full force and effect during employment with any signatory contractor, and will automatically renew each year, unless revoked in writing by me.

SIGNATURE

DATE

PLUMBERS LOCAL UNION NO. 16 C.O.P.E. FUND

I hereby authorize and direct my employer to deduct from my pay, the sum per hour as set forth in the current Collecting Bargaining Agreement, for all compensated hours as his employee and to remit that amount to the Plumbers Local Union No. 16 C.O.P.E. Fund. This authorization is voluntarily made based on my specific understanding that:

- The signing of this authorization card and the making of these voluntary contributions are not conditions of membership in the union or employment by my employer;
- That I may refuse to contribute without reprisal;
- That the Plumbers Local Union No. 16 C.O.P.E. Fund, will use the money they receive for political purposes.

This authorization shall remain in full force and effect during employment with any signatory contractor, and will automatically renew each year, unless revoked in writing by me.

SIGNATURE

DATE

VOLUNTARY CHECK-OFF
AUTHORIZATION & ASSIGNMENT OF UNIONS DUES & ASSESSMENTS

I, the undersigned, do hereby authorize and direct my employer to deduct the sum of 2½ % hourly dues, plus sixty cents (\$.60) per hour subsidy fund assessment of my gross taxable wages each week, or whatever amounts that may hereafter be established in accordance with the Union Constitution and by-laws, for dues and assessments of Plumbers Local No. 16, upon written notice thereof from the Union to my employer.

I further authorize and direct my employer to remit such monies monthly, as directed, and in so doing, agree that the employer shall be saved harmless for such deductions made in conformance with this authorization.

This authorization shall remain in full force and effect during employment with any signatory contractor, and will automatically renew each year, unless revoked in writing by me.

SIGNATURE

DATE

APPENDIX B

Labor-Management Committee

The purpose of this section is to establish procedures whereby wages, hours and work rules may be adjusted on competitive projects. Competitive projects are defined as those on which the Labor-Management Committee agrees that non-union contractors would be successful if all the terms of this contract were applied.

The Labor-Management Committee will meet when needed to review competitive projects and determine what changes, if any must be made to make signatory contractors competitive. Such adjustments in hours, wages and conditions will be made available to all signatory contractors bidding on that job.

The Labor-Management Committee will adopt rules to govern the implementation of this Appendix.

APPENDIX C

Work Jurisdiction

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

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

11. All fire stand pipes, fire pumps, pressure and storage tanks, valves, hose racks, firehose cabinets and accessories, and all piping for sprinkler work of every description.
12. All block tin coils, carbonic gas piping, for soda fountains and bars, etc.
13. All piping for railing work, and racks of every description, whether screwed or welded.
14. All piping for pneumatic vacuum cleaning systems of every description.
15. All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil, or gas, used in connection with railway cars, railway motor cars, and railway locomotives.
16. All marine piping and all piping used in connection with shipbuilding and shipyards.
17. All power plant piping of every description.
18. The handling, assembling, and erecting, of all economizers, superheaters, regardless of the mode of making joints, hangers and erection of same.
19. All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc.
20. All soot blowers and soot collecting piping systems.
21. The setting, erecting, piping, for all smoke consuming and smoke washing and regulating devices.
22. The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards, and other controls used in connection with power, heating, refrigerating, air conditioning, manufacturing, mining, and industrial work.
23. The setting, erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers, and all piping for same in power houses, distributing and boosting stations, refrigeration, bottling, distilling and brewing plants, heating, ventilating and air conditioning systems.

24. All piping for artificial gases, natural gases, and holders and equipment for same, chemicals, minerals and by-products and refining of same, for any and all purposes.
25. The setting and erecting of all underfeed stokers, fuel burners, and piping, including gas, oil, power fuel, hot and cold air piping, and all accessories and parts of burners and stoker, etc.
26. All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.
27. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, and mixing devices, and piping thereto of every description.
28. The setting and erection of all piping of all cooling units, pumps, reclaiming systems, and appurtenances, in connection with transformers, and piping to switches of every description.
29. All fire extinguishing systems and piping whether by water, steam, gas, or chemical, fire alarm piping, and control tubing, etc.
30. All piping for sterilizing, chemical treatment, deodorizing, and cleaning systems of every description, and laundries for all purposes.
31. All piping for oil, or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.
32. All piping for power, or heating purposes, either by water, air, steam, gas, oil, chemicals, hydronic solar panels or any other method.
33. All piping, setting and hanging of all units and fixtures for air conditioning, cooling, heating, roof cooling, refrigerating, ice making, humidifying, dehumidifying, dehydrating, by any method, and the charging and testing, servicing of all work after completion.
34. All pneumatic tube work, and all piping for carrying systems by vacuum, compressed air, steam, water, or any other method.
35. All piping to stoves, fire grates, blast and heating furnaces, ovens, dryers, heaters, oil burners, stokers and boilers, and cooking utensils, etc. of every description.

36. All piping in connection with central distributing filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, and aeration basins.
37. All process piping for refining, manufacturing, industrial, and shipping purposes, of every character and description.
38. All air piping of every description.
39. All temporary piping of every description in connection with building and construction work, excavating and underground construction.
40. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduit and boxes, used in connection with the pipe fitting industry.
41. The handling and setting of boilers, setting of fronts, setting of soot blowers, and attaching of all boiler trimmings.
42. All pipe transportation lines for gas, oil, gasoline, fluids, and liquids, water aqueducts, and water lines and booster stations of every description.
43. All acetylene and arc welding, bracing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints, or any other mode or method of making joints in connection with the pipe fitting industry.
44. Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.
45. All methods of stress relieving of all pipe joints made by every mode or method.
46. The assembling and erecting of tanks used for mechanical, manufacturing, or industrial purposes, to be assembled with bolts, packed, or welded joints.
47. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipe fitting industry.

48. The operation, maintenance, repairing, servicing, and dismantling of all work installed by journeymen members of the United Association.
49. All pipe for cataracts, cascades (i.e., artificial water falls), make-up water fountain, captured waters, water towers, cooling towers, and spray ponds, used for industrial, manufacturing, commercial, or for any other purpose.
50. Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, wood, or any other kind of material, or produce manufactured into pipe, usable in the pipe fitting industry, regardless of size or shapes.
51. Heat tracing of every description whether the heat producing element, apparatus, lines, tubes, pipes, cable, tapes or materials are energized by steam, hot water, thermo conduction or convection or by any other mode or method.
52. Manufactured stock roof flashings may be used on all construction.

APPENDIX D

NOTICE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT

Hiring Practices

In accordance with terms in the existing Labor Agreement between the M.C.A.O., Inc., 7561 Main Street, Suite 408, Omaha, Nebraska, 68127 and Plumbers Local Union No. 16, 4801 F Street, Omaha, Nebraska, 68117, there is set forth below the terms and conditions covering hiring of all employees covered by said Labor Agreement.

It is agreed that whenever employers who are subject hereto require additional journeymen plumbers they will request the Union to furnish them. Such requests may either be in writing or by telephone. The employers shall accept for employment only qualified journeymen plumbers. Journeymen plumbers shall be qualified for employment who have had at least four (4) years actual practical working experience at the plumbing trade as a journeyman or apprentice in the plumbing industry, or who have completed their apprenticeship qualifications to the standards adopted by the National Joint Apprenticeship Committee of the Plumbing and Pipe Fitting Industry, or have had previous employment as a journeyman plumber in the geographical area covered by this Agreement with a contractor signatory to this Agreement and whose services have proven satisfactory.

It is agreed that there will be no discrimination in hiring because of age, race, sex, national origin or creed. The Union will recruit for membership in accordance with Executive orders 11246 and 11375, women and members of the minority races.

The Union agrees it will establish and maintain an appropriate registration facility for qualified journeyman plumbers who are available for employment.

Contractors may request any journeyman from the out-of-work list. Employees will have no seniority rights based on the length of time on the out-of-work list.

The employer shall have the right to determine the competency and qualifications of the job applicant and/or employee, and the right to hire and discharge accordingly. No employee shall be otherwise discharged except for just cause. The employer shall also be the sole judge of the number of workers

required on any job or project. The employer shall have the right to reject any applicant referred to the employer by the Union.

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

Employment of apprentices shall be governed by the provisions of the Joint Apprenticeship Training Program maintained by signatories to this Agreement. It is agreed, however, that no apprentice shall work by themselves or only with another apprentice but shall be under the direct supervision of a journeyman at all times, except during the 4th and 5th years of apprenticeship, apprentices will be allowed to work by themselves on maintenance and repair work unless prohibited by applicable city ordinance.

Referral of Temporary Helpers: The Union agrees it will establish and maintain an appropriate registration facility for temporary helpers who are available for employment. Contractors shall request all helpers from the Local Union. The Union shall dispatch helpers from the helper referral list.

Temporary Helpers shall not be employed unless all apprentices are employed.

Unemployed temporary helpers are required to register each month with the Local Union on the helper referral list. All job referrals shall be from the name currently at the top of the list at that time. In the event the dispatcher is unable to reach the individual by phone, the next names on the list will be called in succession until a referral can be secured.

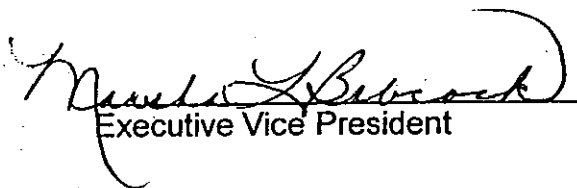
APPENDIX E


		SCHEDULE A:			WAGE RATE & FRINGE BENEFIT SCHEDULE									
PLUMBERS LOCAL UNION NO. 16 - 4801 "F" STREET OMAHA, NE 68117 402-734-6274														
June 1, 2005 Through May 30, 2006														
		GROSS								NET				
		WAGES	I.T.F.	D.C.	I.D.F.	H&W	JAC	PEN	PAT	TAXABLE	VAC.	COPE	PIPE	
STRAIGHT TIME:		WAGES												
JOURNEYMAN		38.23	0.05	1.00	0.26	5.75	0.35	3.00	0.25	27.57	2.21	0.03	0.60	
FOREMAN		40.99	0.05	1.00	0.26	5.75	0.35	3.00	0.25	30.33	2.21	0.03	0.60	
AREA FOREMAN		42.37	0.05	1.00	0.26	5.75	0.35	3.00	0.25	31.71	2.21	0.03	0.60	
GENERAL		43.74	0.05	1.00	0.26	5.75	0.35	3.00	0.25	33.08	2.21	0.03	0.60	
APPRENTICES:														
1ST YR		23.07	0.05	1.00	0.26	5.75	0.35	3.00	0.25	12.41	0.99	0.03	0.30	
2ND YR		24.45	0.05	1.00	0.26	5.75	0.35	3.00	0.25	13.79	1.10	0.03	0.30	
3RD YR		27.20	0.05	1.00	0.26	5.75	0.35	3.00	0.25	16.54	1.32	0.03	0.30	
4TH YR		29.96	0.05	1.00	0.26	5.75	0.35	3.00	0.25	19.30	1.54	0.03	0.30	
5TH YR		32.72	0.05	1.00	0.26	5.75	0.35	3.00	0.25	22.06	1.76	0.03	0.30	
TIME & ONE HALF:														
JOURNEYMAN		52.02	0.05	1.00	0.26	5.75	0.35	3.00	0.25	41.36	3.31	0.03	0.60	
FOREMAN		56.16	0.05	1.00	0.26	5.75	0.35	3.00	0.25	45.50	3.31	0.03	0.60	
AREA FOREMAN		58.23	0.05	1.00	0.26	5.75	0.35	3.00	0.25	47.57	3.31	0.03	0.60	
GENERAL		60.28	0.05	1.00	0.26	5.75	0.35	3.00	0.25	49.62	3.31	0.03	0.60	
APPRENTICES:														
1ST YR		29.28	0.05	1.00	0.26	5.75	0.35	3.00	0.25	18.62	1.49	0.03	0.30	
2ND YR		31.35	0.05	1.00	0.26	5.75	0.35	3.00	0.25	20.69	1.66	0.03	0.30	
3RD YR		35.47	0.05	1.00	0.26	5.75	0.35	3.00	0.25	24.81	1.98	0.03	0.30	
4TH YR		39.61	0.05	1.00	0.26	5.75	0.35	3.00	0.25	28.95	2.32	0.03	0.30	
5TH YR		43.75	0.05	1.00	0.26	5.75	0.35	3.00	0.25	33.09	2.65	0.03	0.30	
DOUBLE TIME:														
JOURNEYMAN		65.80	0.05	1.00	0.26	5.75	0.35	3.00	0.25	55.14	4.41	0.03	0.60	
FOREMAN		71.32	0.05	1.00	0.26	5.75	0.35	3.00	0.25	60.66	4.41	0.03	0.60	
AREA FOREMAN		74.08	0.05	1.00	0.26	5.75	0.35	3.00	0.25	63.42	4.41	0.03	0.60	
GENERAL		76.82	0.05	1.00	0.26	5.75	0.35	3.00	0.25	66.16	4.41	0.03	0.60	
APPRENTICES:														
1ST YR		35.48	0.05	1.00	0.26	5.75	0.35	3.00	0.25	24.82	1.99	0.03	0.30	
2ND YR		38.24	0.05	1.00	0.26	5.75	0.35	3.00	0.25	27.58	2.21	0.03	0.30	
3RD YR		43.74	0.05	1.00	0.26	5.75	0.35	3.00	0.25	33.08	2.65	0.03	0.30	
4TH YR		49.26	0.05	1.00	0.26	5.75	0.35	3.00	0.25	38.60	3.09	0.03	0.30	
5TH YR		54.78	0.05	1.00	0.26	5.75	0.35	3.00	0.25	44.12	3.53	0.03	0.30	
FRINGE BENEFIT FUND OFFICE:		SCHEDULE B: DEFINED CONTRIBUTION PLAN ELECTIVE RATES												
PLUMBERS WELFARE FUND		You are allowed to contribute a maximum of \$7.00 per hour.												
1941 SOUTH 42ND ST. STE. 129		If age 50 or older before December 31 of the current plan year												
OMAHA, NE 68105 (402)341-8771		maximum contribution will be \$8.00 per hour.												
Contributions must be in \$0.50 increments.														

EXECUTED in triplicate at Omaha, Nebraska this 30th day of May, 2001.

ATTEST:

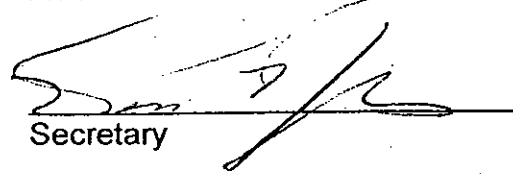
MECHANICAL CONTRACTORS
ASSOCIATION OF OMAHA, INC.



Executive Vice President

By 
President

ATTEST:

PLUMBERS LOCAL UNION NO. 16
OF OMAHA, NEBRASKA


Secretary

By 
Business Manager

**ADDENDUM FOR ESTABLISHMENT OF OVERTIME PAY PROVISIONS
AND PROVISIONS FOR CONTRIBUTIONS TO
THE INDUSTRY DEVELOPMENT TRUST FUND**

IT IS HEREBY AGREED by and between the Association and the Union that there will be the establishment of Overtime Pay provisions and provisions for Contributions to the Industry Development Trust Fund which will be set forth as an Addendum to Article VII, Hours of Work, Article XIII, Fringe Benefits, and Article XXVII, Industry Promotion of the Collective Bargaining Agreement between Plumbers Local No. 16, Omaha, Nebraska, and Mechanical Contractors Association of Omaha, Inc. to read as follows:

ARTICLE VII

Hours of Work

- (a) Regular Workweek. The regular workweek shall be Monday through Friday.
- (b) Regular Work Hours. The regular workday shall be from 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 4:30 p.m. Employees shall be on the job site, ready to start work at the hours specified.
- (c) Absence. In the event that the employee is to be absent from work they must notify the office of the employer before 8:00 a.m. on that workday. If the employee wished to leave the job site before the end of the workday, they must also notify the office of the employer of this request.
- (d) Additional Shifts. Shift work may be performed at the option of the employer. However, when shift work is performed, it must continue for a period of not less than five consecutive workdays. The day (first) shift shall work a regular eight-hour shift as outlined in Article VII, Paragraphs (a), (b) and (e). Employees working the second and/or third shifts shall receive pay for actual hours worked. The hourly net taxable wage rate for employees on the second and/or third shifts shall be fifteen percent (15%) over and above the applicable net taxable wage rate. The employer may fabricate materials on the job site or in the shop for installation by members of the Union on either the second or third shifts. In determining if a job qualifies for a second and/or third shift, the employer's office operation and/or other of employers work projects shall not be considered to constitute the proposed day shift.
- (e) Overtime. Employees shall be paid for actual hours worked and not for the time spent for meals. During a work period other than a regular workday, a mealtime break will be taken from 6:30 p.m. until 7:00 p.m. and from 12:30 a.m. until 1:00 a.m. All work performed in excess of eight hours per day or forty hours per week, and all work performed on Saturday shall be paid at the rate of 1-1/2 times the regular hourly rate. All work performed on Sundays and Holidays shall be paid for at the rate of two (2) times the regular rate.

- (f) Pay Day. The pay period shall end midnight Tuesday of each week for all employees. Payday shall be the following Friday not later than 4:30 p.m. An employee laid off or discharged shall receive pay at the time of discharge. When an apprentice is transferred, it shall be the responsibility of the employer to deliver the check to the apprentice by 4:30 on the Friday immediately following the transfer. Any employee who voluntarily terminates employment shall receive their check at the next scheduled payday. It is the intention of this Agreement that all pay rate changes, including anniversary dates of the contract, transfer of apprentices and apprentice anniversary rate increases will occur concurrently with the beginning of a new pay period.
- (g) Alternate Work Hours. At the mutual consent of the employees and the Union, work may be performed at the straight time rate up to ten hours per day or forty hours per week between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday.
- (1) Remodel Work. Contractors performing remodel work on which the owner specifically designates hours of work other than those provided in this Article, will be required to pay only the straight time wage for a maximum of eight hours per day (Monday through Friday) in lieu of the regular workday, not to exceed forty hours per week. This provision shall not apply to work in hospitals.
- (h) Make-up Day. Should it be necessary to cancel work due to rain, snow and ice during the regular workweek, the employees losing this work may, by mutual consent of the employee and employer, work the cancelled hours on Saturday as a make-up day at their straight time rate of pay. The make-up day must take place on the job where the cancellation occurred and only those employees who lost time on that particular job will be allowed to work the make-up hours on that job site. All make-up hours must be worked in the same week the time was lost. If an employee is unable to work the lost hours when requested, the employer may utilize another employee who lost hours from a different job site to take the employee's place. In no event shall any employee be intimidated because they are unable or unwilling to work lost time hours on Saturday. Under no circumstance will employees working make-up hours on a job site be intermingled with the contractor's other employees who would be receiving premium pay. In such event, all employees of the contractor would be paid premium pay for the day.
- (i) Service Employees. Service Employees shall be paid for actual hours worked during the normal workday including the following:
1. Travel time from job site to job site.
 2. Shop time spent stocking materials and supplies from their trucks.
 3. Trips to supply houses, or time waiting for delivery.
 4. All necessary time spent processing paperwork.

Employees shall be paid in not less than ½ hour increments and in no case shall any employee be paid only for the time that can be billed to the customer.

ARTICLE XIII

Fringe Benefits

- (a) **Health and Welfare Fund.** In accordance with the provisions of the Agreement and Declaration of Trust, as amended, pertaining to the establishment and operation of Plumbers Local Union 16 Welfare Fund of Omaha, Nebraska, which is incorporated herein by reference, each employer agrees to continue, throughout the term of this Agreement, to pay into that Fund the sum per hour for each hour worked by journeymen and apprentices, hereunder, as shown on the wage rate and fringe benefit schedule.
- (b) **Pension Fund.** In accordance with the provisions of the Agreement and Declaration of Trust, as amended, pertaining to the establishment of U.A. Local Union No. 16 Pension Trust Fund, which is incorporated herein by reference, each employer agrees to continue throughout the term of this Agreement to pay into that Fund the sum per hour for each hour worked by Journeymen and apprentices, hereunder, as shown on the wage rate and fringe benefit schedule.
- (c) **Journeyman and Apprenticeship Training Fund.** In accordance with the provisions of the Agreement and Declaration of Trust, as amended, pertaining to the establishment of the Omaha Plumbers Joint Apprenticeship Committee, which is incorporated herein by reference, each employer agrees to continue, throughout the term of this Agreement, to pay into that fund, the sum per hour for each hour worked by the journeymen and apprentices, hereunder, as shown on the wage rate and fringe benefit schedule. The sums so paid are in no event to be returnable to or recoverable by the employers paying them and are to be utilized and expended, at the discretion of that committee, for the development and improvement of skilled employees in a trade.
- (d) **Vacation Fund.** In accordance with the provisions of the Agreement and Declaration of Trust, as amended, pertaining to the establishment and operation of the Plumbers and Steamfitters Vacation Fund of Omaha, Nebraska, which is incorporated herein by reference, each employer agrees to pay 8% of the net taxable wage of Journeymen and Apprentices, to the even cents, not to include Health and Welfare Fund, Pension Fund, Defined Contribution Fund, J.A.C. (Education) Fund, P.A.T. Fund, International Training Fund and Industry Development Fund. No more than 10% of a contractor's work force will take vacation at one time.
- (e) **Plumbers Administrative Training Fund.** In accordance with the provisions of the Agreement and Declaration of Trust, as amended, pertaining to the establishment of the Plumbers Administrative Training Fund, which is incorporated herein by reference, each employer agrees to continue throughout the term of this Agreement to pay into that Fund the sum per hour for each hour worked by journeymen and apprentices, hereunder, as shown on the wage rate and fringe benefit schedule. The sums so paid are in no event to be returnable to or recoverable by the employers paying them and are to be utilized and expended, at

the discretion of the P.A.T. trustees, for the development and improvement of skilled employees in a trade.

- (f) Defined Contribution Fund. In accordance with the provisions of the Agreement and Declaration of Trust, as amended, pertaining to the establishment of the Plumbers Local No. 16 Defined Contribution Plan which is incorporated herein by reference, the Association's members agree to continue throughout the term of this Agreement to pay into the Defined Contribution Plan a tax deferred sum per hour for each hour worked by Journeymen and apprentices, hereunder, as shown on the wage rate and fringe benefit schedule.
- (g) International Training Fund. Commencing on May 30, 2001 and continuing for the duration of this Agreement and during any negotiations for a successor to this Agreement, the employer agrees to contribute to the International Training Fund five cents (\$.05) 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.

Contributions set forth above shall be paid starting with the employee's first day of employment in a job classification covered by this Agreement. Payments shall be made to the International Training Fund maintained under the Restated Trust Agreement Of The International Training Fund, entered into April 6th, 1998 by the United Association of Journeymen and Apprentices of the Plumbing and Pipe fitting Industry of the United States and Canada and the National Constructors Association. The employer agrees to be bound by all terms and conditions of the Trust and the terms of the Trust are incorporated into this 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.

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 contributions have been made on behalf of all employees covered by the Agreement. If an employer fails to make contributions as set forth in Article XIV, subsection (c), the Trustees shall have the right to take whatever steps are necessary to secure compliance, any provision of this 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 payment due, together with attorneys' fees, audit costs and court costs. The employer's liability for payment shall not be subject to the grievance or arbitration procedure or the "no-strike" clause provided under the Agreement.

ARTICLE XXVII

Industry Promotion

(a) Industry Development Fund.

The Industry Development Fund is 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 this industry in accordance with the purposes set forth in the declaration. The Trustees shall determine the amount per hour that shall be contributed to the Industry Development Fund, and notify the Union of such amount prior to the distribution of the wage rate and benefit schedule for the pertinent contract year. This amount shall be added to the hourly Gross Wage for the purpose of collection only, and shall not be subject to distribution or approval by the Union. Such amount shall not be adjusted intra-annually.

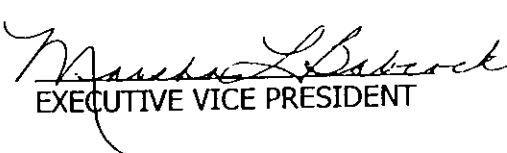
The employers agree to pay to the Industry Development Fund on each hour worked the amount on the attached wage rate and fringe benefit schedule on work coming within the provisions of this Agreement. Payment shall be made to the Greater Omaha Pipe Trades Benefit Office in the same manner as all payments made pursuant to Article XIV (c) and (d), with all timelines and penalties being applicable to this provision.

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

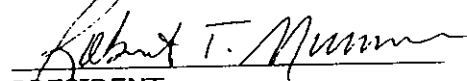
This provision shall become effective on July 30, 2003 and continue throughout the term of the Agreement. The Industry Development Fund contribution shall be \$0.26 per hour worked effective July 30, 2003 and until such time as the Trustees determine and authorize a modification in such amount pursuant to this Article.

DATED this 16th day of July, 2003 in Omaha, Nebraska.

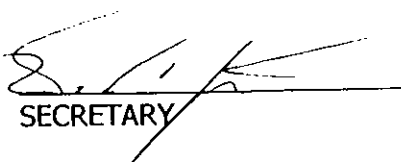
ATTEST:


EXECUTIVE VICE PRESIDENT


MECHANICAL CONTRACTORS
ASSOCIATION OF OMAHA, INC.


PRESIDENT

ATTEST:


SECRETARY

PLUMBERS LOCAL UNION NO. 16
OF OMAHA, INC.

BY: 
BUSINESS MANAGER