

**NATIONAL  
MINIMUM STANDARD AGREEMENT  
FOR A  
COMMERCIAL PIPE  
FABRICATION SHOP**

**(Revised effective October 1, 2013)**



**AGREEMENT FOR USE  
OF UNITED ASSOCIATION  
PIPE FABRICATION  
UNION LABEL**

**(Revised effective October 1, 2013)**

UNITED ASSOCIATION OF JOURNEYMEN AND  
APPRENTICES OF THE PLUMBING AND PIPE FITTING  
INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO

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**NATIONAL MINIMUM STANDARD AGREEMENT FOR A COMMERCIAL  
PIPE FABRICATION SHOP**

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**NATIONAL MINIMUM STANDARD AGREEMENT  
FOR A COMMERCIAL PIPE FABRICATION SHOP**

**(Pipe Fabrication Institute Agreement)**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the PIPE FABRICATION INSTITUTE, on behalf of its EMPLOYER MEMBERS, (hereinafter referred to as "Employer") and the UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO (hereinafter referred to as "United Association"), for and on behalf of its affiliated Local Unions (hereinafter referred to as the "Local Union") (United Association and Local Union hereinafter collectively referred to as "the Union") to cover the wages, hours, working conditions and other terms of employment for Employees performing work within the scope of this Agreement in a Permanent Commercial Pipe Fabrication Shop, as defined herein.

**ARTICLE I -- PURPOSE**

1. The purpose of this Agreement is to promote and improve industrial and economic relationships between the Employer and the Union; to provide for the peaceful adjustment of all grievances and disputes that may arise from time to time between the Employer and the Union; and to maintain friendly cooperation between the Employer and the Union which will permit safe, economic and efficient operation of the Fabrication Shop.
  
2. The purpose of this Agreement is also to provide the rates of pay, hours of work, and other conditions of employment including the maintenance of uniform work assignments to be performed and observed by Building Trades Journeymen, Building Trades Apprentices, and Metal Trades Employees performing work covered by this Agreement (hereinafter collectively referred to as "Employees"). Wherever the term "Building Trades Journeymen and Apprentices" or "Employees" is used in this Agreement, this shall be deemed to include all Building Trades classifications, including that of Fabricator Journeymen and Apprentices. This Agreement shall not, however, restrict the right of a Local Union and an Employer from negotiating or agreeing on the terms and conditions of employment not covered by this Agreement in accordance with Article VIII of this Agreement. In no event, though, shall any Local Union or Employer have the authority to amend, alter, modify, or deviate from this Agreement. Any provision in a local agreement contrary to or in conflict with the terms and intent of this Agreement shall not be enforced as to Employers and Employees subject to this Agreement.

## ARTICLE II – SCOPE OF AGREEMENT

3. “Employer” shall include any person, firm, corporation or division owned, financed or controlled by the Employer in a Permanent Commercial Shop, as defined below, in the United States and Canada.
4. The Agreement shall cover all work by the employees related to:
  - a. The bending and fabrication of welded pipe formations and pipe assemblies.
  - b. The bending and fabrication of piping and/or domestic plumbing, comfort heating, air conditioning systems, and any related cast iron fabrication to be performed by the appropriate craft, except, however, this Agreement shall not extend to any work described in this subsection, **4(b)**, that is covered by a Project Labor Agreement (PLA) negotiated with the owner/principal and approved by the Building and Construction Trades Department (National BCTD) that requires such work to be fabricated within the Local’s jurisdiction where the PLA jobsite is located at the wage and fringe benefit rates set forth in the Local Union’s collective bargaining agreement. ***Ammonia systems used for air conditioning and all skid-mounted and equipment related to such ammonia systems do not fall within this exclusion and thus are covered under the scope of this Agreement.***
  - c. The fabrication of other miscellaneous product as defined in Article VII (Classification of Employees).
  - d. Fabrication of all items encompassed by UA jurisdiction as set forth in the UA Constitution; commonly known as the “fifty points of jurisdiction”.
5. A Permanent Commercial Pipe Fabrication Shop (hereinafter referred to as “Pipe Fabrication Shop” or “Shop”), within the meaning of this Agreement, is a facility maintained and operated by the Employer that (a) is equipped for performing pipe fabricating operations on piping materials in commercial use in industry, together with the personnel required for its operation; or (b) is devoted, along with the business operations of the Employer, primarily to the production of fabricated piping, and the sale thereof to industry as a commodity. All Pipe Fabrication Shops currently maintained by the Employer are listed in Appendix A to this Agreement. Failure to list all shops does not exclude those shops from coverage under the Agreement. Shops acquired after the signing of the Agreement shall be covered by the Agreement.
6. This Agreement shall apply regardless of who may purchase, install or erect the welded pipe formations or pipe assemblies and other miscellaneous items defined in Article VII (Classification of Employees).

7. The parties recognize that special circumstances may arise that require modifications to this Agreement. If the Employer believes that such special circumstances exist, it may request the United Association to enter into a Special Conditions Addendum. Any such Addendum may be entered into only by mutual consent of an Employer bound to this Agreement and the United Association and shall be reduced to writing through the execution of a Special Conditions Addendum (see Appendix B), which shall be considered a part of this Agreement the same as if set forth fully herein. (See Article XXIII - Administrative Procedures).
8. It is expressly understood and agreed that any other work within the jurisdiction of the United Association that is not covered by this Agreement shall be performed in accordance with the terms and conditions of applicable United Association National or Local Union Agreements, which are hereby adopted by reference.

### **ARTICLE III -- MANAGEMENT RIGHTS**

9. Subject to the limitations set forth in this Agreement, the Employer shall have the right to plan, direct, control and schedule (including the scheduling of the work force) the operation of all its work, including, but not limited to, the implementation of new methods or processes established in the Non-Destructive Examination Industry; hire Employees and supervision and determine crew size and the number of Employees to safely perform the work; direct the working forces, assign Employees and supervision to their jobs; discharge, suspend or discipline, transfer, promote or demote Employees and supervision for just cause in line with this Agreement; lay off Employees and supervision because of lack of work or for other legitimate reasons without regard to any layoff priority rules; require Employees and supervision to observe the Employer's rules and regulations not inconsistent with this Agreement; establish, eliminate, change or introduce new or improved methods, machinery, or quality standards; provided, however, that the Employer will not use these rights for the purpose of illegal discrimination against any Employee.

### **ARTICLE IV -- RECOGNITION**

10. The Employer recognizes the Union as the sole and exclusive bargaining representative with respect to the terms and conditions of employment now or hereafter covered by this Agreement for Employees of the Employer, including Building Trades Journeymen, Apprentices and Metal Trades Employees, as hereinafter defined in Article VII (Classification of Employees), but excluding office and clerical employees, guards, watchmen, piping engineers, engineering detailers and professional employees as defined in the Labor-Management Relations Act of 1947, as amended, in the employ of the Employer in the Employer's Pipe Fabrication Shop.

11. All questions relating to the geographic territory and trade jurisdiction of a Local Union or Local Unions, or other affiliates of the United Association, shall be decided by the United Association.

#### **ARTICLE V -- UNION SECURITY**

12. All Employees covered by this Agreement as a condition of continued employment shall, commencing on the thirty-first (31<sup>st</sup>) day following the beginning of such employment or the effective date of this Agreement, whichever is later, acquire and, for the duration of their employment, remain members in good standing of the Union. This provision shall not apply in any state in which such a requirement for continued employment is prohibited by law.
13. In interpreting good standing, an Employer shall not discharge an Employee for non-membership in the Union: (1) if it has reasonable grounds for believing that such membership was not available to the Employee on the same terms and conditions generally applicable to other members; or (2) if it has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the Employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.
14. Either party to this Agreement shall have the right to reopen negotiations pertaining to this Article if the federal statutes applicable thereto change, upon giving thirty (30) days written notice to the other.

#### **ARTICLE VI -- HIRING OF PERSONNEL**

15. To fill its manpower needs, the Employer shall first notify the Local Union in the area in which the Employer's Pipe Fabrication Shop is located and must give the Local Union the opportunity to refer Employees to perform work covered by this Agreement. The Union agrees to furnish to the Employer Employees qualified to perform work covered by this Agreement in a sufficient number as determined by the Employer.
16. If, upon written request, the Local Union or the United Association is unable within forty-eight (48) hours (Saturdays, Sundays and holidays excluded) to supply applicants, the Employer may secure Employees from any source.
17. The Employer agrees to be bound by the hiring provisions of the agreement of the Local Union having jurisdiction in the area in which the Employer's Pipe Fabrication Shop is located that are not inconsistent with the terms of this Agreement. When an Employer has needs for Employees with special skills and such skills are covered within a UA Certification Program, UA certified Employees shall be referred upon request by the Employer.
18. The Employer shall retain the right to reject any applicant referred by the Union and shall determine the competency of all Employees.

19. Metal Trades Employees performing Non-Destructive Examination Testing must establish their competence by passing, to the Employer's satisfaction, an examination given by the Employer.
20. The selection and appointment of superintendents, general foremen and/or foremen is the responsibility of the Employer in keeping with the terms of this Agreement.
21. The parties to this Agreement recognize the need to provide a drug-free and alcohol-free workplace. Therefore, the Employer shall have the right to implement pre-employment testing of applicants for drugs and alcohol. Where the Local Union has in place a negotiated drug and alcohol policy with the recognized contractor group where the shop is located which is not inconsistent with the model plan (as approved 3-24-2007) recommended by the UA/MCAA, this policy shall also apply to the fabrication shop located in the Local Union's territorial jurisdiction. Where the Local Union has no drug and alcohol policy in effect in the geographical jurisdiction where the shop is located or where the policy is not consistent with the UA/MCAA model drug policy, the Employer may implement a drug and alcohol policy consistent with the model plan (as approved 3-24-2007) recommended by the UA/MCAA. A copy of any drug and alcohol policy, including testing procedures, shall be furnished to the Local Union where the shop is located.

## **ARTICLE VII -- CLASSIFICATION OF EMPLOYEES**

22. Building Trades Journeymen and Apprentices
  - a. Building Trades Journeymen and Apprentices shall perform work directly connected with the fabrication of pipe bends, including the operation of bending machines, welded pipe assemblies and/or pipe formations, regardless of type of material or method of joining.
  - b. Metal Trades Employees shall not be employed in a position where they act in the capacity of helpers to Building Trades Journeymen in the actual fabrication of piping or in the making of pipe bends except pursuant to a Special Conditions Addendum entered into in accordance with Paragraph 7 of this Agreement.
23. Metal Trades Employees
  - a. Metal Trades Employees may perform the following work assignments in and around the Shop in connection with the making of pipe bends, the fabrication of piping, and fabrication of other miscellaneous products:
    - (1) The unloading, handling, placing into stockpiles or bins the piping, valves, fittings, etc. which will be fabricated into assemblies or formations and the loading of piping and materials on railroad cars or trucks.



- (2) The handling of piping to and through any furnaces and the tamping or packing process for the making of bends.
  - (3) The operation and swamping of all cranes, fork lift trucks, trucks and all other shop handling equipment.
  - (4) Operation of all pre-heat and stress relieving equipment.
  - (5) Refacing of flanges or operations of a nature which must be performed on a drill press, lathe, boring mill, or other machine tool.
  - (6) The manufacture of any products other than those normally accepted as pipe bends, pipe formations or welded pipe assemblies.
  - (7) Cutting, beveling, threading, bending and welding of pipe to be used for, but not limited to, such products as light stanchions, handrails, directional signs, flag poles, pipe supports, etc.
  - (8) Threading and grooving of pipe.
  - (9) All cutting and beveling of pipe to length.
  - (10) Grinding, cleaning, blasting, painting, marking of pipe, plugging ends, disassembling, assembling, and protecting valves, piping, etc.
  - (11) Making and installing pipe and flange end protectors.
  - (12) Rolling and welding seams in the manufacturing of roll plate pipe which is formed by rolling or by use of dies.
  - (13) The fabrication and threading of cast iron and ductile iron spools.
- b. Employees performing the above work shall be classified as Metal Trades Employees. The specific job duties of each metal trades classification shall be determined on a Shop-by-Shop basis and shall be included in the Shop Agreement (see Article VIII (Wages and Working Conditions)).
  - c. Metal Trades trainees during the initial six months of employment shall be considered probationary and decisions concerning layoff, discharge or discipline of such Employees shall not be subject to the grievance procedure. An Employee who has worked six months and then laid off shall not be considered probationary if subsequently rehired or recalled.
  - d. Metal Trades Employees may also perform Non-Destructive Examination ("NDE"), but of pipe assemblies only, it being understood and agreed that general inspection is considered to be a part of management and includes

verification of dimensional checks and square-out checks (performed by Employees covered by this Agreement), incoming material inspection, documentation, general inspection of fabrication quality and sign-off and verification of same. Metal Trades Employees performing NDE work under this Agreement shall be classified as follows:

- (1) NDE Level II Journeyman: A NDE Level II Journeyman shall perform the work, interpretation, and reporting that is required for Radiography, Eddy Current, Ultrasonic, Liquid Penetrant or Magnetic-Particle Testing. They shall be qualified to direct and carry out inspections or tests in the method certified. They must also be able to set up and calibrate equipment, where applicable, read and interpret indications, and evaluate them with reference to applicable Codes and Specifications. They shall be thoroughly familiar with the scope and limitations of the method, and shall have the ability to apply detailed techniques to products or parts within his limit of qualifications. They shall be able to organize and report inspection and test results.
- (2) NDE Level I Journeymen: A NDE Level I Journeymen shall perform the work required for Radiography, Eddy Current, Ultrasonic, Liquid Penetrant or Magnetic-Particle Testing but shall not interpret or sign reports unless otherwise permitted by Code. They must have sufficient training and experience to properly perform the necessary inspections or tests. They shall be capable of setting up and operating any equipment required to perform the inspections or tests. They shall be responsible to a person certified to Level II or Level III in the applicable method of inspection or test for the proper performance of the inspection or tests.
- (3) NDE Helper: The NDE Helper shall assist NDE Journeymen in the performance of their work. They shall be classed as a Helper until such time as the Employee has received adequate instruction and satisfactorily completed the examination requirements for Level I.
- (4) Either party to this Agreement may, with thirty days written notice, reopen this Agreement for the limited purpose of negotiating concerning the scope of the Agreement relating to non-destructive testing.

## **ARTICLE VIII -- WAGES AND WORKING CONDITIONS**

### **24. Building Trades Journeymen and Apprentices**

- a. The wage rates and fringe benefit contributions, subject to the provisions of Article X (Fringe Benefit Payments and Assent to Trust Funds), applicable to Building Trades Journeymen and Apprentices and Fabricator

Journeymen and Apprentices covered by this Agreement shall be established on a Shop-by-Shop basis. The wage rates and fringe benefit contributions for each of the Employer's Pipe Fabrication Shops shall be in accordance with the established local Construction Agreement negotiated by the Local Union and the recognized local contractor's group in the area in which the Pipe Fabrication Shop is located. If there is no bona fide collective bargaining agreement between the Local Union and the local employers' bargaining group or if there is a dispute concerning which rate is applicable, the parties agree that wages and fringe benefit payments for Building Trades Employees will be determined by the PFI-UA Labor Committee and, if the Committee deadlocks or fails to reach an agreement, by written submission of either or both parties to the Industrial Relations Council ("IRC"), pursuant to the rules of the IRC, for decision. The decision of the IRC shall be final and binding on all parties to this Agreement.

- b. Other conditions of employment applicable to Building Trades Journeymen and Building Trades Apprentices shall also be established on a Shop-by-Shop basis and shall be those which have been established by bona fide collective bargaining between the Employer or its duly authorized representatives and the Local Union having jurisdiction in the area in which the Employer's Pipe Fabrication Shop is located. The agreement reached shall be referred to hereafter as the "Shop Agreement."
- c. It shall be contrary to this Agreement for a Local Union to require any Employer covered by this Agreement to provide for a total economic package (wages plus cost of fringe benefits) for Building Trades Journeymen and Apprentices that exceeds the total economic package (wages plus cost of fringe benefits) for Building Trades Journeymen and Apprentices that has been established by bona fide collective bargaining between the Local Union and the local contractor's group recognized by the Local Union in the area in which the Pipe Fabrication Shop is located.

25. Metal Trades Employees

- a. The wage scales, working hours and fringe benefit payments, subject to the provisions of Article X and conditions of employment (other than Trade and Work Jurisdiction, Article IX) applicable to the Metal Trades classifications covered by this Agreement shall be those which have been established by bona fide collective bargaining between the Employer or his duly authorized representative and the United Association Local Union having jurisdiction in the area where the Employer's Pipe Fabrication Shop is located. However, should the parties be unable to reach agreement on a new shop agreement, it is agreed that unresolved issues shall be submitted by either party to the IRC, pursuant to the rules of IRC. The

decision of the IRC shall be final and binding on both the Local Union and the Employer.

- b. A shop agreement shall cover such terms and conditions of employment agreed to by the Local Union and the Employer where the shop is located. The shop agreement shall not be inconsistent with this Agreement and shall apply to all Employees covered by this Agreement. In lieu of a shop agreement, the Employer may cover various terms and conditions of employment through the special conditions provisions of this Agreement which is subject to mutual written agreement between the United Association and the Employer.
- c. The following terms and conditions shall apply only to NDE Journeymen Level II, NDE Journeymen Level I and NDE Helpers:
  - (1) NDE Journeymen Level II, NDE Journeymen Level I and NDE Helpers shall be under the supervision and control of NDE Level III personnel who have been qualified in accordance with the requirements of the American Society of Non-Destructive Testing, Inc. ("ASNTI"), and who are part of management and are excluded from the bargaining unit. Level III personnel, as part of management, may engage in general inspection and testing such as dye penetrant, magnetic particle, and other examination and testing, as well as interpretation of such examination and testing, dimensional checks, square-out checks, incoming material inspection, sign-off verification, and related work. It is agreed that permitting Level III personnel to engage in the above work will not infringe on work presently performed by the bargaining unit of the United Association, nor be used to supplant Level I or Level II personnel. It is further agreed that where higher wage rates are being paid for the work of NDE Level I or Level II Journeymen, such rates shall not be reduced by the terms of this Agreement.
  - (2) When NDE Level II Journeymen or NDE Level I Journeymen or Helpers work in the field, they shall be paid the Building and Construction wage rate prevailing at the job site.
  - (3) NDE Journeymen and Helpers shall have free access to testing work in the field; they shall be paid the Building and Construction wage rate prevailing at the job site.
  - (4) NDE Journeymen and Helpers shall have free access to testing work in the shop as well as in the field, and shall perform such testing work without interference from other job classifications.

26. Where an Employee covered by this Agreement is sent to a jobsite to perform non-destructive testing or other tasks, the travel expenses incurred by such Employee shall be reimbursed by the Employer.
27. When zone type wage structures are established in the area of the Pipe Fabrication Shop, the Pipe Fabrication Shop for purpose of this Agreement will be considered as if it was within the area of the base zone rate.
28. Should a Project Maintenance Agreement or Project Labor Agreement be negotiated by the United Association or its Local Union within the territory of the Local Union in which the Employer's Pipe Fabrication Shop is located containing lower wage rates for Building Trades Journeymen or Apprentices than those established by the Local Union and the historically recognized local contractor's bargaining group, this lower rate shall apply for any pipe formations fabricated by the Employer for installation at such Project Maintenance Agreement or Project Labor Agreement jobsites. The sole purpose of this paragraph is to put the Employer on equal footing for bidding work for Project Maintenance Agreement or Project Labor Agreement jobsites located within the territory of the Local Union in which the Employer's Pipe Fabrication Shop is located. This paragraph has no applicability to pipe formations fabricated for installation at jobsites outside the territory of the Local Union in which the Pipe Fabrication Shop is located.

#### **ARTICLE IX -- OVERTIME, SHIFTS AND SHIFT PAY**

29. Eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday to Friday, inclusive, shall constitute a week's work. All hours worked by an Employee in excess of eight (8) hours Monday to Friday, and all time worked on Saturdays shall be paid at the rate of time and one half. All time worked on Sundays and holidays, as established by the applicable Local Union Agreement, shall be paid for at the rate set forth in the Local Union Agreement but not to exceed double the applicable straight-time rate of pay.
30. When shifts are required, the first shift shall work eight (8) hours at the regular straight-time rate. The second shift shall work eight (8) hours at the regular straight-time hourly rate plus five percent (5%). A thirty (30) minute lunch period shall be mutually agreed upon by the job superintendent and the Local Union and shall not be considered as time worked. Shift premiums shall not be paid if an Employee fails to work a minimum of four (4) hours when work is available for the entire shift.
31. Where three shifts are required, the following shall apply: the first shift shall work eight (8) hours at the regular straight-time rate; the second shift shall work seven and one-half (7 ½) hours and receive eight (8) times the regular straight-time hourly rate plus twenty-five cents (\$.25); and the third shift shall work seven (7) hours and receive eight (8) times the regular straight-time hourly rate plus fifty cents (\$.50). A thirty (30) minute lunch period shall be mutually agreed upon by the job superintendent and the Union Representative and shall not be considered

time worked. Shift premiums shall not be paid if an Employee fails to work a minimum of four (4) hours when work is available for the entire shift.

32. Notwithstanding the above, the Employer may schedule four (4) consecutive days, Monday to Friday, inclusive, at ten (10) hours a day at straight-time rates provided this arrangement is legal in the State in which the Employer's Pipe Fabrication Shop is located and provided the United Association gives the Employer prior written approval. The following conditions shall prevail when the four (4) ten hour shift is utilized:
  - a. As an alternative or a supplement to the four ten hours per day work week, some or all Employees may work a standard five day work week.
  - b. Holidays established by the Shop Agreement will be observed on the actual calendar day on which it falls. If the holiday falls on a scheduled work day, the Employer may schedule another regular straight-time work day on Monday or Friday in the same work week. Work performed on the holiday will be paid at the overtime rate provided in the Shop Agreement, not to exceed double time.
  - c. The day shift shall consist of four (4) ten (10) hour days Monday through Friday between the hours of 6:00 a.m. and 6:30 p.m. However, the starting time may be changed by mutual agreement between the Employer and the Union. There shall be a thirty (30) minute unpaid lunch period scheduled by the Employer. All hours worked in excess of the ten (10) hour work day Monday through Friday or in excess of forty (40) hours Monday through Friday shall be paid at the rate of time and one-half of the straight time wage rate of pay. All hours worked on Saturday shall be paid at the rate of time and one-half of the straight time wage rate of pay. All hours worked on Sundays shall be paid at the overtime rate provided in the local agreement, not to exceed double time. Overlap work occurring Monday through Friday for Employees on the day before or on the day after their regular 4-10's shift shall be paid at the rate of time and one-half (1 ½) the basic straight time hourly rate.
33. When a second ten hour shift is required for Employers that are utilizing a four (4) consecutive ten hour schedule pursuant to Paragraph 32, the second shift shall work ten (10) hours at the regular straight time hourly rate plus five percent (5%). A thirty (30) minute lunch period shall be mutually agreed upon by the job superintendent and the Local Union and shall not be considered as time worked. Shift premiums under this paragraph shall not be paid if an Employee fails to work a minimum of five (5) hours when work is available for the entire shift.
34. Notwithstanding the above, the Employer may schedule an alternating four (4) ten-hour shift operation provided this arrangement is legal in the State in which the Pipe Fabrication Shop is located and provided that the United Association gives the Employer prior written approval. Under this operation the work force is

organized into two teams. The "A" team works 4 consecutive 10 hour days. On the fifth day the "B" team continues the work activities for 4 consecutive 10 hour days. On the ninth day the "A" team returns to work to continue the work activities. The 4 day alternating "A" and "B" team operation may continue on a year-round basis. The following conditions shall prevail when the alternating 4 ten-hour shift operation is utilized:

- a. On any day shift (between 6:00 a.m. and 6:00 p.m.) the first 8 hours shall be paid at the basic straight-time hourly wage rate, and the 9th and 10th hours shall be paid at time and one-half (1 ½ ) the basic straight-time hourly wage rate.
- b. On any night shift (between 5:00 p.m. and 6:00 a.m.) the first 8 hours shall be paid at the basic straight-time hourly wage rate + 12%, the ninth and tenth hours shall be paid at time and one half (1 ½) the basic straight-time hourly wage rate as increased by the 12% differential.
- c. On both day or night shifts, work performed on Sundays shall be paid at time and one-half (1 ½) the basic straight-time hourly rate.
- d. Overlap work for Employees on the day before or on the day after their regular rolling 4-10's shift shall be paid at the rate of time and one-half (1 ½) the basic straight-time hourly wage rate.
- e. Holidays established by the Shop Agreement will be observed on the actual calendar day on which it falls. Teams working during the time a holiday falls will have their shift extended one day so they may complete a four-day turn. If work is performed by Employees on a holiday, they shall be paid at the rate of two times the basic straight-time hourly wage rate.
- f. As an alternative or a supplement to the four day ten hours per day work week, some or all Employees may work a standard five day work week.

## **ARTICLE X – FRINGE BENEFIT PAYMENTS AND ASSENT TO TRUST FUNDS**

35. Where required by the terms of Paragraph 24 for Building Trades employees and Paragraph 25 for Metal Trades Employees, the Employer shall pay all fringe benefits that have been legally negotiated, such as (1) Health and Welfare Fund, (2) Pension Fund, (3) Vacation Fund (4) Apprenticeship or Journeyman Training Funds, and (5) Labor-Management Cooperation Funds provided that, for purposes of this Agreement, subsistence, travel expenses, mileage and pay for travel time are not considered fringe benefits and need not be paid by the Employer for Employees, except as otherwise provided by this Agreement. Where the Local Union collective bargaining agreement provides for lump sum payments for fringe benefits and industry promotion funds, the Employer shall not be compelled to pay the lump sum payment but shall only pay the hourly amount covering the fringe benefit portion of the payment. There is no requirement to

pay contributions to Industry Promotion Funds which are administered solely by the local contractor's group.

36. The Employer specifically agrees to pay and contribute to the International Training Fund ("ITF"), regardless of whether contributions to the ITF are required by the applicable Local Union collective bargaining agreement. However, this contribution obligation shall not be pyramided and the contribution to the ITF pursuant to the Agreement will supersede any obligation that may exist pursuant to local agreements to contribute to the ITF for hours worked by employees covered by the Agreement. The Employers shall remit to the ITF an amount deemed necessary by the PFI and United Association Joint Labor Relations Committee. The amounts to be contributed as of September 1, 2013 and monthly thereafter is \$0.05 (5 cents) per hour. Any change in the contribution rate shall be reflected in a Schedule "A". If a Local Union collective bargaining agreement requires contributions to the Plumbers and Pipefitters National Pension Fund ("PPNPF"), the Employer shall make its ITF contributions to the PPNPF as the collection agent of the ITF. If the Local Union collective bargaining agreement does not require contributions to the PPNPF, the Employer shall make its contributions to the local fund benefit office where they will be forwarded to the ITF.
37. The Employer specifically agrees to pay and contribute to the United Association Labor Management Cooperation Fund (UALMC), regardless of whether contributions are required by the applicable Local Union collective bargaining agreement. However, this contribution shall not be pyramided. The Employers shall remit to the UALMC an amount deemed necessary by the PFI and United Association Joint Labor Relations Committee. The amounts to be contributed as of September 1, 2013 and monthly thereafter shall be \$0.05 (5 cents) per man-hour. Any change in the contribution rate shall be reflected in a Schedule A. If a Local Union collective bargaining agreement requires contributions to the Plumbers and Pipefitters National Pension Fund (PPNPF), the Employer shall make its UALMC contributions to the PPNPF as the collection agent of the UALMC. If a Local Union collective bargaining agreement does not require contributions to the PPNPF, the Employer shall make its contributions to the local fund benefit office where they will be forwarded to the UALMC.
38. The Employer agrees to be bound by the Declaration of Trust establishing each Local Union trust and the several International Funds to which the Employer is required to contribute pursuant to this Agreement and further agrees to be bound by all amendments made thereto, the same as if the Employer was a party to said Declaration of Trust. The Employer hereby authorizes the employer parties to the above trust agreements to name employer Trustees and successor employer Trustees to administer the trusts (along with the Trustees appointed by each Local Union or the United Association in the case of the International Training Fund, the Pipe Fabrication Industry Communications and Productivity Fund and the United Association Labor Management Cooperation Fund) to which



contributions are required under Article VIII (Wages and Working Conditions), Article X, Article XVIII and Article XIX hereof, and hereby ratifies and accepts the Trustees so appointed, as if made by the Employer.

39. All benefits will be paid on an hours worked basis. When the wages are paid at the overtime rates of either time and one-half (1 ½) or double time, the fringe benefits will be paid at the straight-time rate.

#### **ARTICLE XI UNION DUES AND CHECKOFF**

40. Upon request of the Local Union having jurisdiction of the work being performed, and upon presentation of proper authorization forms executed by the individual employees, the Employer agrees to deduct and transmit from the wages of such individual employees, union initiation fees, monthly dues and working dues at amount established by the Local Union in accordance with the authorization form and shall remit to the Local Union the amount so deducted.
41. All sums of money withheld from the paycheck of employees pursuant to this Article shall be received by the Local Union no later than the twentieth (20<sup>th</sup>) day after the month on which said sums of money were withheld.
42. If the Employer fails to transmit all sums of money, so withheld within thirty (30) days of the date the money is withheld, the Employer shall be subjected to additional payment of 15% of the amount due, but not less than \$100.00. If it becomes necessary for the Local Union to file a lawsuit to collect such sums of money withheld by the Employer, the Employer shall also pay all court costs, reasonable attorney fees, and audit fees, if applicable, related to such collection lawsuit.

#### **ARTICLE XII POLITICAL ACTION CONTRIBUTION**

43. The employer agrees to deduct a uniform amount upon notice from the Local Union where the fabrication shop is located and the written authorization of the employee in the uniform amounts set forth in the voluntary authorization for each hour worked from the wages of the employees who authorize the deduction of this amount as a political action contribution to a bona fide political action committee. The amount shall be transmitted to the Local Union having territorial jurisdiction where the shop is located on a monthly basis and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each such employee. These contributions are voluntary in nature and will be transmitted by the Local Union having territorial jurisdiction where the fabrication shop is located to an affiliated political action committee.

### **ARTICLE XIII – REPORTING REQUIREMENTS**

44. All Employers shall report on a monthly basis to the Union all hours worked under this Agreement broken down by the following categories.
- a. Hours worked by Building Trades Journeymen, including Fabrication Journeymen.
  - b. Hours worked by Building Trades Apprentices.
  - c. Hours worked by Metal Trades employees.
  - d. Hours worked by all classifications of employees for work connected with:
    - (1) Industrial piping: piping systems dedicated to critical power piping systems for the power generation industry (heavy walled, large diameter piping systems) and similar piping systems.
    - (2) Process piping: this work includes chemical, petrochemical, refinery and similar piping systems.
    - (3) Installation of Pipe: Pipe installed by Employer in the field.
    - (4) Fabrication relating to commercial and/or domestic plumbing, comfort heating, air conditioning, and ammonia systems.
    - (5) Miscellaneous fabrication.

These reports shall be due on the 20<sup>th</sup> day following each month on forms available from the Union in electronic or paper format. The forms shall be sent to the National Pension Fund.

- e. The furnishing of required reports is a material condition of this Agreement. When an Employer fails to submit timely reports, a delinquency notice shall be given to the Employer. If fifteen days elapsed from the delinquency notice without compliance, the Union at its sole option may proceed to arbitration and/or court enforcement of this obligation. In the event a violation is found, the arbitrator and/or court shall award reasonable costs and attorney fees to the Union and the Employer shall also pay the entire cost of the arbitrator. The Union may also at its option cancel the Agreement in the event of a violation or may cancel the Union Label Licensing Agreement. However, prior to exercising the option to cancel the Agreement or the Union Label Agreement, a notice shall be given no less than fifteen days prior to cancellation. These various remedies are not exclusive.

### **ARTICLE XIV -- BUILDING TRADES APPRENTICES AND METAL TRADES UPGRADING**

45. Selection and employment of Apprentices, and the administration of the local apprenticeship systems, shall be governed by the terms and procedures provided in the local agreement of the Local Union having jurisdiction of the Pipe

Fabrication Shop. Notwithstanding such terms and procedures, the parties agree that the Employer shall be permitted to hire at least one Building Trades Apprentice for every five Building Trades Journeymen employed by the Employer in its Pipe Fabrication Shop for the express purpose of training such Building Trades Apprentice to bend, layout or weld pipe in a Pipe Fabrication Shop.

46. A program for upgrading Metal Trades Employees to higher classifications and to Building Trades Journeymen should be included in the Shop Agreement.

#### **ARTICLE XV -- UNION ACCESS AND REPRESENTATION**

47. Authorized representatives of the Union shall have access to the Employer's Pipe Fabrication Shop of the Employer for the purpose of adjusting whatever grievance may develop from time to time throughout the life of this Agreement, provided, however, that such representatives do not interfere unnecessarily with the Employees or cause them to neglect their work, and that they comply with the Employer's lawful rules.
48. The Business Manager of the Local Union in which the Employer's Pipe Fabrication Shop is located shall have the right to appoint a working Building Trades Journeyman or Journeyman Fabricator to serve as Steward. In addition to his work as a Building Trades Journeyman of any classification, the Steward shall be permitted to perform during working hours those of his Union duties which 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 therefor.
49. Shop Stewards need not be present, nor paid, in conjunction with the work of or during working hours of Non-Destructive Examination personnel.

#### **ARTICLE XVI -- GRIEVANCES AND ARBITRATION PROCEDURE**

50. Where a disagreement exists between the Union and the Employer concerning the meaning, interpretation or operation of this Agreement, it shall be resolved in accordance with the grievance procedure set forth below:

Step One: The grievance shall be submitted to the Local Union Steward at the Pipe Fabrication Shop and the Employer's Pipe Fabrication Shop Superintendent. If the grievance is not resolved within ten (10) working days, the grievance shall advance to Step Two.

Step Two: The grievance shall be submitted to the Local Union Business Representative and the Employer. If the grievance is not resolved within ten (10) working days, the grievance shall advance to Step Three.

Step Three: The grievance shall be submitted to the International Representative of the United Association and the Employer's Labor

Relations Manager. If not resolved within ten (10) working days, the grievance shall advance to Step Four.

Step Four: The grievance shall be submitted to the United Association's General President and the Employer. Failure of the United Association General President and the Employer to reach a decision within thirty (30) calendar days shall constitute a basis for a submittal of the question by the affected parties to the IRC for a binding and final decision in accordance with Step Five.

Step Five: The grievance shall be submitted to IRC for a final and binding decision and the parties agree to abide by all IRC rules, regulations and procedures for the conduct of such arbitrations.

51. Where a disagreement exists between the Union and the Employer concerning the meaning, interpretation or operation of a Shop Agreement negotiated in accordance with this Agreement, it shall be resolved under the grievance procedure set forth in the Shop Agreement. Where a disagreement exists between the Union and the Employer concerning the meaning, interpretation or operation of this Agreement and the Shop Agreement, it shall be resolved under the grievance procedure set forth in this Agreement unless the Union and the Employer mutually agree to resolve the grievance in accordance with the grievance procedure set forth in the Shop Agreement.
52. Settlement or resolution of grievances may be arrived at in any of the Steps of the Grievance and Arbitration Procedure, and such settlements or resolutions shall be final and binding on the Employer, the Union and the Employees covered by this Agreement.
53. In no event shall an arbitration award, settlement, understanding or adjustment of a grievance reached under a Shop Agreement be deemed to change, alter, modify or amend the terms or intent of this Agreement or have any force or effect as against any party to this Agreement if the award, settlement, understanding or adjustment is contrary to or in conflict with this Agreement.

#### **ARTICLE XVII -- STRIKES AND LOCKOUTS**

54. During the life of this Agreement, there shall be no strike, work stoppage, slow down or other impeding of work on the part of the Union, and no lockout by the Employer. However:
  - a. Should the local Pipe Fabrication Shop Agreement expire and the Employer and Local Union are unable to reach agreement on a new contract, there shall be no strike or lockout and it is agreed that unresolved issues shall be submitted to IRC by either the Local Union or the Employer for final and binding resolution.

- b. Should the local Building and Construction Trades Agreement expire while the local Pipe Fabrication Shop Agreement remains in effect, there shall be no strike by the Union or lockout by the Employer. It is agreed that the Employer shall pay retroactively to the expiration date of the preceding Building and Construction Trades Agreement the rate negotiated in the new local Building and Construction Trades Agreement. In the event of a strike of the local contractors upon expiration of the local Building and Construction Trades Agreement, the Pipe Fabrication Shop will not ship pipe to struck jobs within the affected area.
- c. Nothing contained in this Article or Article XVI (Grievances and Arbitration Procedure), shall be construed to prohibit strikes over the failure of an Employer to pay wages or make fringe benefit payments required by an applicable Local Union collective bargaining agreement (in accordance with Article VIII (Wages and Working Conditions) and Article X (Fringe Benefit Payments and Assent to Trust Funds)) nor shall such issue be subject to the requirements of Article XVI (Grievances and Arbitration Procedure).
- d. It shall not be a violation of this Agreement or of the foregoing no-strike clause if members of the United Association refuse to cross a lawful picket line established in accordance with the rules of the Building and Construction Trades Department.

**ARTICLE XVIII -- PIPE FABRICATION INDUSTRY  
COMMUNICATIONS AND PRODUCTIVITY FUND**

- 55. There has been established a Trust known as the "Pipe Fabrication Industry Communications and Productivity Fund," referred to herein as "the Productivity Fund." The Productivity Fund shall be administered solely and exclusively by the Trustees appointed pursuant to the provisions of the Trust agreement, and the activities of the Trust shall be financed as set forth in Paragraph 56 of this Article.
- 56. The Employers shall remit to the Productivity Fund an annual administrative fee in such amount deemed necessary by the PFI and United Association Joint Labor Relations Committee. The annual amount to be remitted, as of April 20, 2013, and annually thereafter is \$300.00. Any change in the contribution rate during the term of the Agreement shall be reflected in a Schedule "A". Said contributions are to be sent by separate check and made payable to the Pipe Fabrication Industry Communications and Productivity Trust Fund, to be made no later than the 20<sup>th</sup> day of the month of April. The Employer shall report all manhours performed under this Agreement on a quarterly basis or at such time as deemed necessary by the Productivity Fund's Board of Trustees (hereinafter "Trustees") who are appointed pursuant to the provisions of the Productivity Fund's Trust Agreement. The Executive Director shall serve as the agent for the Board of Trustees of the Productivity Fund and shall manage the Productivity

Fund pursuant to the direction and control of the Board and shall serve at the discretion of the Board.

57. Money received as a result of said payments shall be administered by the Productivity Fund's Board of Trustees in accordance with its Rules and Regulations for the purpose of furthering the best interests and welfare of the pipe fabrication industry. Such purposes shall be exclusively limited to the following: to improve communications between representatives of labor and management; to provide a mechanism to improve the collective bargaining relationship between the parties with respect to matters of mutual concern; to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the pipe fabrication industry; to engage in public relations and public education programs to promote the pipe fabrication industry; to engage in research and development programs concerning various aspects of the pipe fabrication industry, including, but not limited to, new technologies in pipe fabrication and related activities, occupational safety and health, labor relations, and new methods of improved production; and to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals. The Productivity Fund shall not use money received as a result of said payments for lobbying or publicizing legislation harmful to unions, for subsidizing employers during a strike, for litigation against the Union, or for any other purpose inimical to the interests of the Union.
58. If the Employer fails to make contributions to the Productivity Fund as required by Paragraph 56, the Employer shall be liable for all costs of collecting the payments together with attorney and audit fees, interest at the highest rate permitted by the state in which the delinquency occurred, and any late payment fees and liquidated damages as set forth in the Trust Agreement. In addition to the remedies set forth above, the Union shall have the right to treat the failure to make the required contributions to the Productivity Fund as a breach of contract and grounds for cancellation of the contract with the delinquent Employer.
59. The aforesaid payments to the Productivity Fund shall be in addition to, and not in lieu of, any payments made into any local, area or statewide industry promotion fund or similarly denominated fund in accordance with any local, area or statewide agreement, i.e., an agreement between a United Association affiliated body and employers in the pipe fabrication industry.
60. The Board of Trustees shall keep true and accurate books of account and records of all their transactions, which shall be audited annually by a certified public accountant. A statement of the results of each audit shall be forwarded to the Union, and shall at all times be available for inspection by the Union at the Productivity Fund's principal office. The Board of Trustees shall also furnish the Union with copies of its Rules and Regulations, as enacted or subsequently amended, and with copies of recorded minutes of all meetings of the Board of Trustees. Upon the written request of the Union, the Board of Trustees shall

provide the Union with full and accurate information regarding the operation and administration of the Productivity Fund, or any aspect thereof.

**ARTICLE XIX -- PIPE FABRICATION INSTITUTE  
INDUSTRY PROMOTION FUND**

61. The Employer agrees to pay into the Pipe Fabrication Institute Industry Promotion Fund, herein referred to as "Industry Promotion Fund," an annual fee equal to an amount deemed necessary by the PFI and UA. The amount to be remitted as of April 20, 2013 and annually thereafter is \$200.00. Any change in the contribution rate during the term of the Agreement shall be reflected in a Schedule "A". The Employer agrees that it shall make said payments, by separate check, made payable to the Pipe Fabrication Institute Industry Promotion Trust Fund, to be made no later than the twentieth (20<sup>th</sup>) day of the month of April or as otherwise directed by the Industry Promotion Fund's Rules and Regulations.
62. If the Employer fails to make contributions to the Industry Promotion Fund as required by Paragraph 61, the Employer shall be liable for all costs of collecting the payments together with attorney and audit fees, interest at the highest rate permitted by the state in which the delinquency occurred, and any late payment fees and liquidated damages as set forth in the Trust Agreement.
63. Money received as a result of said payments shall be administered by the Board of Trustees of the Industry Promotion Fund in accordance with its rules and regulations for the purpose of furthering the best interest and welfare of the pipe fabrication industry. Such purposes may include, but are not limited to, meeting the expenses of operating the Pipe Fabrication Institute, expenses of conducting industry public relations, public education as applied to the pipe fabrication industry, expenses connected with the promotion of stability of relations between labor and management in the industry, and for such other purposes as are consistent with the aforesaid Rules and Regulations of the Industry Promotion Fund and in the manner prescribed by said Rules and Regulations. The PFI shall not use money received as a result of such payments for lobbying or publicizing legislation harmful to Unions, for subsidizing Employers during a strike, for litigation against the Union or any of its Locals, or for any other purpose inimical to the interests of the Union.
64. The aforesaid payments to the Industry Promotion Fund shall be in addition to, and not in lieu of, any payments made into any local, area or statewide industry promotion fund or similarly denominated fund in accordance with any local, area or statewide agreement.
65. The Board of Trustees shall keep true and accurate books of account and records of all transactions, which shall be audited annually by a certified public accountant. A statement of the results of each audit shall be forwarded to the Union, and shall at all times be available for inspection by the Union. The Board

of Trustees shall also furnish the Union with copies of its Rules and Regulations, as enacted or subsequently amended, and with copies of recorded minutes of all meetings of the Board of Trustees. Upon the written request of the Union, the Board of Trustees shall provide the Union with full and accurate information regarding the operation and administration of the Industry Promotion Fund, or any aspect thereof.

#### **ARTICLE XX -- NON-DESTRUCTIVE EXAMINATION JOINT SUBCOMMITTEE**

66. In recognition of the constant change in the field of Non-Destructive Examination, it is agreed by the parties to this Agreement that a permanent NDE Joint Sub-Committee be established to review and resolve problems created by these changes. When requested, the NDE Joint Sub-Committee shall meet within thirty (30) days.

#### **ARTICLE XXI -- SAVINGS CLAUSE AND GENDER NEUTRAL CLAUSE**

67. This Agreement has been written by the parties hereto, to the best of their knowledge and belief, in accordance with all existing federal, state and municipal legislation. However, if any article, paragraph or provision of this Agreement is held to be illegal by a court of competent jurisdiction, the Employer and the Union will suspend such part or parts during the period of invalidity and shall substitute, by mutual consent, in its place an article or provision that will be in accord with the intent and purpose of the article or provision in question. All other articles and provisions of this Agreement shall continue to remain in full force and effect for the duration of this Agreement.
68. Wherever any words are used in this Agreement in the masculine they shall be construed as through they were also used in the feminine gender or neutral gender in all situations where they would so apply.

#### **ARTICLE XXII – STANDARD FOR EXCELLENCE**

69. The parties subscribe to and adopt the United Association Standard for Excellence. It is also agreed that the Employer will adopt and be bound by the procedures in place to effectuate the Standard for Excellence as negotiated by the Local Union and the recognized local contractor's group in the area where the fabrication shop is located.

#### **ARTICLE XXIII – ADMINISTRATIVE PROCEDURES**

70. Any conditions that are necessary to address special requirements of the fabrication shop or a project performed by the fabrication shop, including wages, fringes and job classifications, shall be subject to mutual agreement and set forth in writing in Appendix B under "Special Conditions" applicable to the particular fabrication shop or a particular project performed by that fabrication shop.



- 71. When the United Association extends a Special Conditions Addendum under Appendix B to any signatory Employer, the same conditions will be extended to any other similarly situated signatory Employer upon request.
- 72. This Agreement is a stand-alone Agreement and supersedes the provisions of any local agreement, and none of the provisions in any local, regional/area or other national collective bargaining agreement shall apply unless specifically incorporated in this Agreement or unless provided for by this Agreement as is the case with the Shop Agreement.

**ARTICLE XXIV -- DURATION AND TERMINATION**

- 73. This Agreement shall be in full force and effect from the date fully signed by the parties hereto until December 8th of the ensuing year, and year to year thereafter, unless a notice of termination or modification is given in writing by either the Employer or the United Association at least sixty (60) days prior to the annual anniversary date of December 8th.

Signed this \_\_\_\_\_

FOR THE PIPE  
FABRICATION INSTITUTE

UNITED ASSOCIATION OF JOURNEYMEN  
AND APPRENTICES OF THE PLUMBING  
AND PIPE FITTING INDUSTRY OF THE  
UNITED STATES AND CANADA, AFL-CIO

\_\_\_\_\_  
Name (Signature)

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
General President

\_\_\_\_\_  
Title

**APPENDIX A**

As of the date of the execution of this Agreement, the Employer certifies that it maintains the following Pipe Fabrication Shops, as defined in Article II of this Agreement:

1. \_\_\_\_\_  
Address

\_\_\_\_\_  
City/State Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number

2. \_\_\_\_\_  
Address

\_\_\_\_\_  
City/State Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number

3. \_\_\_\_\_  
Address

\_\_\_\_\_  
City/State Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number

[Use additional sheets for additional Shops]

APPENDIX B  
SPECIAL CONDITIONS ADDENDUM

**TO ALL EMPLOYERS:** Please mail or fax a copy of this form for each Special Conditions Addendum request for your National Minimum Standard Agreement for Commercial Pipe Fabrication Shop. Each request must be on a separate form. Your cooperation will be greatly appreciated and will expedite the processing of your request. Telephone: 410-269-2000

Fax: 410-267-0705

SEND TO: UNITED ASSOCIATION OF PLUMBERS/PIPEFITTERS

Three Park Place, Annapolis, MD 21401

CLIENT/OWNER: \_\_\_\_\_

LOCATION OF FABRICATION SHOP: \_\_\_\_\_

UA LOCAL UNION NO.: \_\_\_\_\_

EMPLOYER'S NAME/ADDRESS/PHONE NO. (please include address and telephone number on each and every request):

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax Number \_\_\_\_\_

\_\_\_\_\_  
Company Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

DESCRIPTION OF WORK TO BE PERFORMED AND THE SPECIAL CONDITIONS WHICH ARE SOUGHT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Attach additional page if necessary)

UNITED ASSOCIATION ACTION: \_\_\_\_\_ Approved \_\_\_\_\_ Denied Date: \_\_\_\_\_

Conditions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

cc: International Rep. \_\_\_\_\_ Additional Page Attached \_\_\_\_\_

\_\_\_\_\_  
General President, United Association

# AGREEMENT FOR USE OF UNITED ASSOCIATION PIPE FABRICATION UNION LABEL

(Revised effective October 1, 2013)



**UNITED ASSOCIATION**  
of Journeymen and Apprentices  
of the Plumbing and Pipe Fitting  
Industry of the United States  
and Canada

**AGREEMENT FOR USE OF UNITED  
ASSOCIATION UNION LABEL**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, by and between the UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO, hereinafter referred to as the "United Association", and the

Name of Employer	Address of Shop	
Address	City and State	Zip Code
City and State	Zip Code	

engaged in the fabrication and assembly of welded pipe formations, hereinafter called "Employer".

SECTION 1. The United Association agrees that the Employer is hereby granted the right to use the United Association Union Label, property of the United Association, on the terms and conditions hereinafter set out in this Agreement.

SECTION 2. The application and use of this United Association Union Label is limited and restricted to the above designated shop of the Employer, and is to be used only for the making of pipe bends and the fabrication and assembly of welded pipe formations or pipe assemblies.

SECTION 3. (A) The Employer agrees that granting of this license to use the United Association Union Label is subject to each of the following conditions:

(1) That the Employer has signed and executed the National Minimum Standard Agreement for a Commercial Pipe Fabrication Shop with the United Association, and has signed a local collective bargaining commercial pipe fabrication shop agreement with one of its affiliated Local Unions which sets forth that the payment of wage rates and fringe benefits for Building and Construction Trades Journeymen and Building and Construction Trades Apprentices shall be the wage rate and fringe benefits which have been established by bona fide collective bargaining between the Local Union of the United Association and the local employers' bargaining agent recognized by the Local Union in the area in which the permanent commercial pipe fabricating shop is located.

(2) That the Employer will pay the wage scale, working hours, and fringe benefits applicable to the Metal Trades classification of Employees covered by this agreement which has been established by a bona fide collective bargaining agreement between the Employer and a Local Union of the United Association having territorial jurisdiction in the area where the Employer's permanent pipe fabricating shop is located.

(3) That the Employer will remain in agreement with the Local Union covering the designated fabrication shop or shops.

(B) The Employer agrees to abide by and carry out the terms and conditions of the National Minimum Standard Agreement for a Commercial Pipe Fabrication Shop. A breach of any of the terms and conditions of the National Minimum Standard Agreement for a Commercial Pipe Fabrication Shop shall be grounds for the cancellation of this United Association Union Label Agreement.

(C) The Employer agrees to abide by and carry out the terms and conditions of the Local Union fabricating shop agreement. A breach of any of the terms and conditions of the local agreement shall be grounds for the cancellation of this United Association Union Label Agreement.

SECTION 4. The Employer agrees that all of the work in the fabricating shop or shops covered by this United Association Union Label Agreement directly connected with pipe bending and the fabrication of welded pipe assemblies or pipe formations shall be performed by Building Trades Journeymen and Building Trades Apprentices, according to the terms and provisions of the National Minimum Standard Agreement for a Commercial Pipe Fabrication Shop. The Employer further agrees that all other work performed in the fabrication shop or shops covered by this United Association Union Label Agreement shall be performed by Metal Trades Employees in said shop, according to the terms and conditions of Article VII of the National Minimum Standard Agreement for a Commercial Pipe Fabrication Shop.

SECTION 5. The Employer agrees that the Shop Steward, a member of the United Association, shall control the distribution of and the affixing of a United Association Union Label upon each and every pipe bend and fabricated welded piping assembly or formation of any kind leaving the shop, plant or establishment of the Employer that has any work performed upon the same which comes within the coverage of this Agreement. The Employer agrees that the Employer shall report monthly, on a form issued by the United Association, the number of Union Labels that were used during the preceding month on fabricated welded pipe formations or assemblies and shall specify the name of the job, the name of the customer and the designated place and address where the pipe bends, welded pipe formations and assemblies were shipped. The Shop Steward, and the Business Manager, as a representative of the Local Union, shall certify with the general foreman of the shop to this monthly report.

SECTION 6. The Employer further agrees not to give, sell or rent said United Association Union Label to any other Employer and agrees to use the United Association Union Label only on pipe bends and welded pipe formations or assemblies fabricated and assembled under the terms of the National Minimum Standard Agreement for a Commercial Pipe Fabrication Shop and the Local Union fabricating shop agreement. The Employer further agrees to conform to any rule and regulation hereinafter issued by the United Association for the use of the United Association Union Label.

SECTION 7. No imprint of any kind shall be used in connection with the United Association Union Label other than the designated name and address of the Employer, and the number of the Local Union in agreement with the Employer.

SECTION 8. The United Association Union Label is to appear in its original form, free from rule work or ornamentation by Employer.

SECTION 9. A representative of the United Association or a representative of the Local Union in agreement with the Employer shall have free and open access to any and all shops of the Employer at any and all times.

SECTION 10. The United Association agrees to furnish the Employer with all United Association Union Labels necessary for the use of said Employer, free of charge. The Employer shall place all orders for United Association Union Labels with the United Association, it being understood and agreed that title to the same shall always remain in the United Association.

SECTION 11. (A) Any violation of the United Association Union Label Agreement or of the rules and regulations governing the issuance of said United Association Union Labels promulgated by the General Officers of the United Association, which are hereby made a part thereof, shall render this License Agreement null and void, and thereupon, the United Association shall be entitled to the immediate possession of said United Association Union Labels.

(B) Any Employer violating this United Association Union Label Agreement or the National Minimum Standard Agreement for a Commercial Pipe Fabrication Shop or the rules and regulations governing the issuance of the United Association Union Labels, agrees to surrender to the United Association all Union Labels that may be in its possession, whether said Union Labels were loaned, leased or granted to that Employer under a license to use the same. Any further use of the United Association Union Labels after such cancellation or annulment of this License Agreement shall render the Employer liable to punishment or penalty under the laws governing Union Labels or Trademarks.

(C) Any Employer violating any of the terms and conditions in the applicable Local Union fabricating shop agreement agrees to surrender to the United Association

all Union Labels that may be in its possession, whether said Union Labels were loaned, leased or granted to that Employer under a license to use the same. Any further use of the United Association Union Labels after such cancellation or annulment of this License Agreement shall render the Employer liable to punishment or penalty under the laws governing Union Labels or Trademarks.

SECTION 12. All United Association Union Labels must be procured from the General Secretary-Treasurer of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Three Park Place, Annapolis, Maryland 21401. Any attempt to have same imitated, duplicated or counterfeited will be met by cancellation of this License Agreement.

SECTION 13. Any failure to comply with the requirements of this section shall render this license agreement null and void, and subject to immediate cancellation. The United Association must be given written notice of any change in the Employer's name, address or change of location of plant. If the Employer desires to use this Union Label on a different article or articles not covered in Section 2 hereof, such consent in writing must first be obtained from the United Association. Failure to properly obtain such consent or to properly notify the United Association of the change in the firm's name, address, change of location of shop or the use of the United Association Union Label upon other than pipe bends and welded pipe formations or assemblies covered in Section 2, this Agreement shall be immediately cancelled.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

FOR THE EMPLOYER:

UNITED ASSOCIATION OF JOURNEYMEN  
AND APPRENTICES OF THE PLUMBING  
AND PIPE FITTING INDUSTRY OF THE  
UNITED STATES AND CANADA, AFL-CIO

\_\_\_\_\_  
Name (Signature)

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
General President

\_\_\_\_\_  
Title