

Covering Rules, Regulations & Working Conditions
Apprenticeship Standards
April 1, 2013



AMERICA'S SPRINKLER LOCAL

A G R E E M E N T B E T W E E N



National Fire Sprinkler
Association, Inc.



Road Sprinkler Fitters
Local Union 669

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**AGREEMENT BETWEEN
NATIONAL FIRE SPRINKLER ASSOCIATION, INC.
and
ROAD SPRINKLER FITTERS LOCAL UNION NO. 669,
COLUMBIA, MARYLAND
OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF
THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES
AND CANADA**

THIS AGREEMENT is made this 1st day of April, 2013 (and constituting revision of the original Agreement of April 6, 1915, and revisions and renewals thereof) and between National Fire Sprinkler Association, Inc. (hereinafter sometimes referred to as "NFSA" or "The Association") and Road Sprinkler Fitters Local Union 669 (hereinafter referred to as the "Union").

ARTICLE 1

The National Fire Sprinkler Association, Inc., a body corporate under authority from its members pursuant to its By-Laws, has negotiated and signed this Agreement for and on behalf of contractors that have given the National Fire Sprinkler Association, Inc. written authority to negotiate this Collective Bargaining Agreement, each of whom is the "Employer" party to this contract. A list of the names of those contractor members authorizing NFSA to negotiate and execute this Agreement and on whose behalf it is negotiated and executed is attached hereto and made a part hereof.

It is understood that the NFSA is not responsible for the actions of individual contractors relative to the application of and compliance with this Agreement. NFSA has the exclusive right to appoint employer representatives to all joint committees or trust boards that are in existence and/or come about as a result of the terms and conditions of this Collective Bargaining Agreement. NFSA may, at its option, with the approval of the contractor participate in any grievance involving said contractor who has given NFSA authority to negotiate this Collective Bargaining Agreement.

It is further understood and agreed that any Employer bound by the terms of this Agreement by virtue of the authority described in the above paragraph agrees that, if the contractor withdraws its membership from NFSA or its membership is terminated for any reason, the contractor shall be bound by all the terms and conditions of the Agreement for the balance of the term of this Agreement. NFSA agrees to notify the Union when any contractor member withdraws or is terminated from the NFSA within twenty (20) days of such action. NFSA shall also notify the Union of any new member joining NFSA within a period of twenty (20) days from receipt of application, subject to subsequent Board of Directors approval, and shall furnish the Union with a copy of the signed agreement whereby the Company authorizes NFSA to represent it in Collective Bargaining.

The Union shall submit to NFSA within thirty (30) days of the signing of this Agreement a copy of separate agreements signed with employers who are not members of NFSA and/or are not party to this Agreement and shall thereafter advise NFSA in writing within ten (10) days of any new employers with whom the Union has signed a separate agreement. The Union shall promptly provide NFSA with copies of correspondence with employers represented by NFSA.

ARTICLE 2

This Agreement is entered into in good faith and the subscribers declare their entire willingness to fulfill all requirements contained herein, their acts being done with the full knowledge, consent and authority of the Employer and the Union. It is hoped and believed that this Agreement properly respected will tend to remove the causes for industrial strife and bring about a better understanding between the Employer and the Union.

STANDING COMMITTEE: Recognizing the fact that this Agreement is for three (3) years, the parties to this Agreement hereby create a Mutual Cooperation Committee which will meet on a periodic basis, every 120 days, or sooner, if the need arises, to discuss problems that are of mutual concern to the NFSA and Local Union 669.

The primary purpose of this Committee is to evaluate the effectiveness of this Collective Bargaining Agreement in reclaiming the market for signatory contractors and their employees and if market share continues to decline, the parties to this Agreement shall discuss possible ways and means to further prevent continued loss of market.

All employers in a given area agree to provide timely information to the respective State and Federal agencies as requested by the Union and/or NFSA, for purposes of establishing and maintaining area standards for public work projects.

ARTICLE 3

RECOGNITION: The National Fire Sprinkler Association, Inc. for and on behalf of its contractor members that have given written authorization and all other employing contractors becoming signatory hereto, recognize the Union as the sole and exclusive bargaining representative for all Journeymen Sprinkler Fitters and Apprentices in the employ of said Employers, who are engaged in all work as set forth in Article 18 of this Agreement with respect to wages, hours and other conditions of employment pursuant to Section 9(a) of the National Labor Relations Act.

The Union also recognizes the National Fire Sprinkler Association, Inc. as the Collective Bargaining Agency for contractors who have given written authorization and for those contractors who become signatory to this Agreement.

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. It is understood that the parties hereto shall not use any sale, transfer, lease, assignment, receivership, or bankruptcy to evade the terms of this Agreement.

ARTICLE 4

UNION SECURITY: All present employees covered by this Agreement who are members of Local Union 669 shall, as a condition of employment, maintain their membership in the Union (to the extent and in the manner provided for and permitted by State and Federal laws). All other employees covered by this Agreement shall, as a condition of employment (to the extent and in the manner provided for and permitted by State and Federal laws) become members of Local Union 669 seven (7) days following April 1, 2013. All new employees shall, as a condition of employment, become members of Local Union 669 at the end of seven (7) days employment (to the extent and in the manner as provided for and permitted by State and Federal laws).

A person not a member of the United Association shall be acceptable for employment as a Journeyman only after he has produced for the Employer sworn affidavits of five (5) year's experience in the Sprinkler Industry as an Apprentice and/or Journeyman on the letterhead of his previous Employer or Employers, and such affidavits have been forwarded to the Union. The five (5) year period conforms to the period of Apprentice training as set forth in the Apprentice Standards of the Sprinkler Industry.

A person not a member of the United Association shall be acceptable for employment as an Apprentice after he has met the requirements in the Apprentice Standards, been accepted by the Joint Apprenticeship and Training Committee and issued a probationary Apprentice classification card by the Director of Apprenticeship of Local 669. If the Union is unable to furnish individuals to the Employer, and the Employer employs individuals not members of the United Association, these employees shall be paid the Journeyman's rate provided in the Agreement and contributions shall be made on such employees to the various fringe benefit funds as provided in this Agreement.

DUES CHECK-OFF: The Employer agrees to deduct Union Membership Dues lawfully and uniformly levied by the Union in accordance with the Constitution and By-Laws of the Union, or other lawful deductions (i.e., the \$0.15/hr. for Michigan Industry Advancement) from the pay of each employee who executes or has executed the following "Authorization for Check-Off of Work Assessment" form. An "Authorization for Check-Off of Work Assessment" form furnished by the Local Union, shall be given by the Employer to each new employee performing work under this Agreement, for the employee's consideration. Such deductions shall be computed and deducted weekly and remitted monthly to the Local Union 669 National Office at 7050 Oakland Mills Road - Suite 200, Columbia, MD 21046, not later than the 15th day of each month following the month in which the wages were paid. The payments to Local Union 669 required under this provision may be transmitted to the Union by means of electronic transfer of funds.



AUTHORIZATION FOR CHECK-OFF OF WORK ASSESSMENT

SPRINKLER FITTERS LOCAL UNION 669

7050 OAKLAND MILLS ROAD - SUITE 200, COLUMBIA, MARYLAND 21046



TO: Any and All Employers Signatory to a Collective Bargaining Agreement with Local Union #669

I, hereby assign to Local Union #669, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO, from any wages earned by me as an employee of any employer who is signatory to an applicable Collective Bargaining Agreement (in my present or in any future employment), the currently applicable Local Union 669 dues assessment as a percentage of the gross wages earned by me for all hours worked and/or paid. I also assign and authorize deduction of any other assessment lawfully authorized and enacted by the union membership on a district, state, regional or national basis. I authorize and direct you to deduct such amounts from my pay on a weekly basis irrespective of my membership in the union and to remit said sum monthly to Local #669 in such manner as may be agreed upon between Local #669 and the employer at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable for a period of one year from the date of delivery hereof to you, or until the termination of the Collective Bargaining Agreement between you and Local #669 which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed and shall be irrevocable for successive periods of one year each and for the period of each succeeding applicable Collective Bargaining Agreement between an employer with whom I am at that time employed and Local #669, whichever shall be shorter, unless written notice is given by me to the employer with whom I am at that time employed and Local #669 not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one year, or of each applicable Collective Bargaining Agreement between an employer with whom I am at that time employed and Local #669, whichever occurs sooner.

(Continued on Reverse Side)

(PLEASE NOTE DISTRIBUTION OF COPIES - CONTINUED FROM REVERSE SIDE)

This authorization is made pursuant to the provisions of Section 302(C) of the Labor-Management Relations Act of 1947 and otherwise and shall be effective January 1, 1997 or the date of execution, whichever is later.

It is agreed that the above "Authorization for Check-Off of Work Assessment" form and "any revocation" thereof shall be executed in triplicate. Distribution of copies - 1) Original to Local 669, 7050 Oakland Mills Road, Suite 200, Columbia, Maryland 21046; 2) Green copy retained by contractor for his records; 3) White copy for member's records.

**PLEASE PRINT OR MAKE ANY NECESSARY CORRECTIONS
IN YOUR NAME, ADDRESS, LOCAL, UA CARD NO., or SOC. SEC. NO.
Use Ball Point Pen and bear down. You are making 3 copies.**

Local UA Card Number Social Security Number

Name

Your Signature _____

Date _____

Address

PLEASE PRINT THE FOLLOWING

City, State & Zip

Employer _____

Street _____

City, State & Zip _____

Any change in the rate or amount of membership dues levied by the Union shall be put into effect and the deductions made during the calendar month following the calendar month in which the Employer received from the Union written notice of the change. The Union agrees to save and hold the Employer and the National Fire Sprinkler Association, Inc. harmless from any action, claim, loss, damage, or the like, including all attorneys' fees arising from or in any way connected with any deduction made pursuant to this article.

LOCAL 669 POLITICAL ACTION COMMITTEE CHECK-OFF

The employer shall deduct from the pay of each employee covered by this Agreement, and remit to the Treasurer of the Road Sprinkler Fitters Local 669 Political Action Committee ("Local 669 PAC") voluntary contributions to the Local 669 PAC for each employee who voluntarily executes the authorization check-off form provided for that purpose by the Local 669 PAC.

The amount and timing of such check-off deductions and the transmittal of such voluntary contributions shall be as specified in those forms, and in compliance with all applicable federal and state laws. Contributions of \$50 or less must be remitted to the Local or PAC Fund within 30 days of such deduction and contributions over \$50 must be remitted within 10 days of such deduction.

The Employer will invoice Local 669 Fifty Cents (\$.50) per bargaining unit employee per month, to cover the Employer's reasonable administrative costs of complying with this provision.

Extended Benefits Fund

The Employer will deduct Twenty-Five Cents (\$.25) per hour from the employee's pay and remit it to the Extended Benefit Fund.

The Union agrees to save and hold the Employer and the National Fire Sprinkler Association, Inc. harmless from any action, claim, loss, damage, or the like, including all attorneys' fees arising from or in any way connected with any deduction made pursuant to this Article.

ARTICLE 5

HIRING OF EMPLOYEES: Should the Employer fail to secure unemployed 669 Sprinkler Fitter Journeymen and Apprentices from any source available to him, he shall contact the Union requesting a referral of qualified unemployed Sprinkler Fitter Journeymen or Apprentices residing within one hundred (100) miles of the job site. The Union shall be given seventy-two (72) hours, from time of notification to refer qualified unemployed Sprinkler Fitter Journeymen or Apprentices to perform the work involved.

If the Union fails for any reason to refer unemployed qualified Sprinkler Fitter Journeymen or Apprentices within seventy-two (72) hours, the Employer may hire new Apprentices in accordance with the ratios established in this Agreement and subject to applicable Apprentice selection procedures.

The Employer shall have the right to accept or reject for just cause, any job applicant and to solicit from among applicants those, who in his estimation, are the best qualified.

Journeyman Sprinkler Fitters shall have the right to solicit their own jobs.

Nothing contained herein shall prevent the transfer of an employee from one job to another.

The parties recognize the legitimate interest of preserving and maintaining employment in the area in which work is being performed. Local employees shall therefore be the last laid off when an Employer lays off on a job.

NONDISCRIMINATION: There shall be no discrimination with regard to race, color, religion, sex, age, or national origin by either the Union or the Employer relative to employment or conditions of employment. Contractors bound by the terms of this Agreement are likewise bound by any Affirmative Action Plans negotiated with governmental agencies by the National Fire Sprinkler Association, Inc. and Local Union 669. Wherever used in this Agreement, the masculine pronoun is understood to refer to both genders.

ARTICLE 6

This Agreement applies to the United States, and Off-Shore Drilling operations, except in the territory established as of April 1, 2013, covered by the local agreements in Baltimore-536, Boston-550, Chicago-281, Cleveland-120, Detroit-704, Kansas City-314, Los Angeles-709, Milwaukee-183, Minneapolis-St. Paul-417, Newark-696, New York-638, Philadelphia-692, Pittsburgh-542, St. Louis-268, San Francisco-483, Seattle-699, and the state of Florida-821. It is agreed that the contractor members who are subscribers to this Agreement shall, when performing work within the jurisdiction of any other Sprinkler Fitters Local Union, adhere to and be bound by the terms and conditions of the Collective Bargaining Agreement negotiated by the National Fire Sprinkler Association, Inc. with these other Sprinkler Fitters Local Unions.

OFF-SHORE DRILLING OPERATIONS: The following conditions of employment shall apply to off-shore drilling operations:

Travel expenses as applicable under Article 11 of the Agreement shall be paid from the employee's residence to the point of embarkation (i.e., boat landing, helicopter pad, etc.) servicing the structure on which the job is located. Time spent from the point of embarkation to the structure and from the structure to the point of embarkation shall be considered hours worked. Travel expense at job completion will be applied as provided under Paragraph (E), Article 11 of the Agreement.

Subsistence as applicable under Article 11 of this Agreement shall be paid to the point of embarkation.

When an employee is required to live on the structure, he shall be furnished meals and lodging free of charge. Where meals and lodging are provided, no payment shall be paid under Article 11, Paragraphs (B), (C) and (D).

Hours of work including shifts, starting time, meal periods, etc., shall conform to practice on the structure.

Overtime at the rate of double the appropriate hourly rate shall be paid for hours worked outside the regularly scheduled work shift as established on the structure.

The hourly rate for Journeymen and Apprentices at the point of embarkation shall be the hourly rate for work performed on the structure and applicable travel expense.

In no case shall an employee be required to remain on the structure for more than fourteen (14) consecutive calendar days.

ARTICLE 7

WAGES: It is agreed that the hourly wage rate for Sprinkler Fitters shall apply to jobs in the states effective April 1, 2013 for the duration of the Agreement:

Wage Rate

In states/districts where Local 669 members have already enacted an Industry Advancement Fund, or during the life of the Agreement vote to adopt an Industry Advancement Fund, the hourly contribution to those Funds will be deducted from the wages listed below and treated the same as union dues under this Agreement. The states currently affected are in **bold underline** below and the rates applicable to each state or portion of state can be found following the “**Counties**” section below.

STATES	4/1/2013	7/1/2013	4/1/2014	4/1/2015
<u>ALABAMA</u>	\$22.91	\$23.37	\$23.84	\$24.32
<u>ALASKA</u>	\$41.23	\$42.05	\$42.89	\$43.75
<u>ARIZONA</u>	\$29.53	\$30.12	\$30.72	\$31.33
<u>ARKANSAS</u>	\$22.88	\$23.34	\$23.81	\$24.29
<u>CALIFORNIA / (1)</u>	\$32.33	\$32.98	\$33.64	\$34.31
<u>CALIFORNIA / (2)</u>	\$33.03	\$34.19	\$34.87	\$35.57
CALIFORNIA / (3)	\$33.43	\$34.10	\$34.78	\$35.48
CALIFORNIA / (4)	\$34.18	\$34.86	\$35.56	\$36.27
<u>COLORADO</u>	\$32.44	\$33.09	\$33.75	\$34.43
CONNECTICUT	\$38.98	\$39.76	\$40.56	\$41.37
<u>DELAWARE</u>	\$31.43	\$32.06	\$32.70	\$33.35
<u>District of Columbia</u>	\$30.53	\$31.14	\$31.76	\$32.40
<u>GEORGIA</u>	\$25.48	\$25.99	\$26.51	\$27.04
<u>IDAHO</u>	\$28.83	\$29.41	\$30.00	\$30.60
ILLINOIS	\$36.39	\$37.12	\$37.86	\$38.62
<u>INDIANA</u>	\$33.37	\$34.04	\$34.72	\$35.41
<u>IOWA</u>	\$30.54	\$31.15	\$31.77	\$32.41
<u>KANSAS</u>	\$29.09	\$29.67	\$30.26	\$30.87
<u>KENTUCKY</u>	\$29.55	\$30.14	\$30.74	\$31.35
<u>LOUISIANA</u>	\$25.71	\$26.22	\$26.74	\$27.27
<u>MAINE</u>	\$25.11	\$25.61	\$26.12	\$26.64
<u>MARYLAND</u>	\$30.53	\$31.14	\$31.76	\$32.40

<u>MASSACHUSETTS</u>	\$35.81	\$36.53	\$37.26	\$38.01
<u>MICHIGAN</u>	\$30.64	\$31.25	\$31.88	\$32.52
<u>MINNESOTA</u>	\$31.88	\$32.52	\$33.17	\$33.83
<u>MISSISSIPPI</u>	\$22.23	\$22.67	\$23.12	\$23.58
<u>MISSOURI</u>	\$30.52	\$31.13	\$31.75	\$32.39
<u>MONTANA</u>	\$29.55	\$30.14	\$30.74	\$31.35
<u>NEBRASKA</u>	\$30.49	\$31.10	\$31.72	\$32.35
<u>NEVADA / (1)</u>	\$34.93	\$36.13	\$36.85	\$37.59
<u>NEVADA / (2)</u>	\$37.78	\$38.54	\$39.31	\$40.10
<u>NEW HAMPSHIRE</u>	\$26.76	\$27.30	\$27.85	\$28.41
<u>NEW JERSEY</u>	\$44.43	\$45.32	\$46.23	\$47.15
NEW MEXICO	\$26.33	\$26.86	\$27.40	\$27.95
<u>NEW YORK (1)</u>	\$29.83	\$30.43	\$31.04	\$31.66
<u>NEW YORK (2)</u>	\$39.08	\$39.86	\$40.66	\$41.47
<u>NEW YORK (3)</u>	\$29.83	\$30.93	\$31.55	\$32.18
<u>NORTH CAROLINA</u>	\$23.99	\$24.47	\$24.96	\$25.46
<u>NORTH DAKOTA</u>	\$28.90	\$29.48	\$30.07	\$30.67
<u>OHIO</u>	\$31.88	\$32.52	\$33.17	\$33.83
<u>OKLAHOMA</u>	\$28.01	\$28.57	\$29.14	\$29.72
<u>OREGON (1)</u>	\$32.43	\$33.08	\$33.74	\$34.41
<u>OREGON (21)</u>	\$28.98	\$29.56	\$30.15	\$30.75
<u>PENNSYLVANIA</u>	\$33.03	\$33.69	\$34.36	\$35.05
RHODE ISLAND	\$38.98	\$39.76	\$40.56	\$41.37
<u>SOUTH CAROLINA</u>	\$22.78	\$23.24	\$23.70	\$24.17
<u>SOUTH DAKOTA</u>	\$27.63	\$28.18	\$28.74	\$29.31
<u>TENNESSEE</u>	\$23.83	\$24.31	\$24.80	\$25.30
<u>TEXAS</u>	\$25.84	\$26.36	\$26.89	\$27.43
<u>UTAH</u>	\$29.34	\$29.93	\$30.53	\$31.14
<u>VERMONT</u>	\$24.71	\$25.20	\$25.70	\$26.21
<u>VIRGINIA (1)</u>	\$25.02	\$25.52	\$26.03	\$26.55
<u>VIRGINIA (2)</u>	\$30.08	\$30.68	\$31.29	\$31.92
<u>WASHINGTON (1)</u>	\$32.43	\$33.08	\$33.74	\$34.41
<u>WASHINGTON (21)</u>	\$28.93	\$29.51	\$30.10	\$30.70
WEST VIRGINIA	\$30.17	\$30.77	\$31.39	\$32.02
<u>WISCONSIN</u>	\$36.07	\$36.79	\$37.53	\$38.28
<u>WYOMING</u>	\$29.03	\$29.61	\$30.20	\$30.80

Counties

1) California (1)

Counties- Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Joaquin, San Luis Obispo, Santa Barbara, Santa Cruz, Santa Stanislaus, Tulare, Tuolumne, and portion of Kern County WEST of Highway 14.

2) California (2)

Counties- Alpine, Amador, Butte, Colusa, Del Norte, El Dorado, Glen, Humboldt, Lake, Lassen, Mendocino, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo, Yuba, Inyo, Los Angeles, Mono, Ventura, and portion of Kern County EAST of Highway 14.

3) California (3)

Counties- San Bernardino, Riverside, Orange, and Imperial.

4) California (4)

Counties- San Diego County.

5) Nevada (1)

Excludes Nevada counties of Clark, Nye & Lincoln.

6) Nevada (2)

Includes Nevada counties of Clark, Nye & Lincoln.

7) New York (1)

Excludes the counties of Orange, Putnam, Westchester, Sullivan, Ulster, Dutchess, Rockland, Albany, Rensselaer, Schenectady, Saratoga and Warren.

8) New York (2)

Includes counties of Orange, Putnam, Westchester, Sullivan, Ulster, Dutchess and Rockland.

9) New York (3)

Includes counties of Albany, Rensselaer, Schenectady, Saratoga and Warren.

10) Virginia (1)

Excludes the counties of Fairfax, Arlington, Prince William, Loudon, Fredrick, Clarke, Stafford, Spotsylvania & City of Alexandria.

11) Virginia (2)

Including the counties of Fairfax, Arlington, Prince William, Loudon, Fredrick, Clarke, Stafford, Spotsylvania & City of Alexandria.

The Union may, at its discretion, reallocate moneys due between wages and S.I.S. Fund contributions, once every calendar year, with thirty (30) days prior written notice to the NFSA and signatory contractors, with action taking place by July 1 of each year, provided that the sum of the total contribution to wages and the S.I.S. Fund remains the same.

INDUSTRY ADVANCEMENT FUND PAYROLL DEDUCTION SCHEDULE

<u>STATE</u>	<u>AMOUNT</u>
Alabama	\$0.50/hour
Alaska	\$0.25/hour
Arizona	\$0.50/hour
Arkansas	\$0.50/hour
California (District 2 only)	\$2.00/hour
California (District 27 only)	\$1.00/hour
Colorado	\$1.00/hour
Delaware	\$0.30/hour
District of Columbia	\$0.30/hour
Georgia	\$0.50/hour
Idaho (District 21 only)	\$0.75/hour
Idaho (District 40 only)	\$1.00/hour*
Indiana	\$1.00/hour
Iowa	\$0.50/hour
Kansas	\$0.50/hour
Kentucky	\$0.35/hour
Louisiana	\$0.50/hour
Maine	\$0.53/hour
Maryland	\$0.30/hour
Massachusetts	\$0.53/hour
Michigan	\$0.15/hour
Minnesota	\$0.25/hour
Mississippi	\$0.50/hour
Missouri	\$0.50/hour
Montana	\$0.75/hour
Nebraska	\$0.50/hour
Nevada (District 2 only)	\$2.00/hour
Nevada (District 25 only)	\$1.00/hour
New Hampshire	\$0.53/hour
New Jersey	\$0.50/hour
New York (District 19 only)	\$0.35/hour*
New York (District 34 only)	\$0.50/hour
North Carolina	\$0.50/hour
North Dakota	\$0.75/hour *
Ohio	\$0.50/hour
Oklahoma	\$0.50/hour
Oregon (District 1 only)	\$0.50/hour
Oregon (District 21 only)	\$0.75/hour

Pennsylvania	\$0.50/hour
South Carolina	\$0.50/hour
South Dakota	\$0.75/hour*
Tennessee	\$0.50/hour
Texas (District 5 only)	\$0.25/hour
Texas (District 26 only)	\$0.50/hour
Utah	\$1.00/hour*
Vermont	\$0.53/hour
Virginia	\$0.30/hour
Washington (District 1 only)	\$0.50/hour
Washington (District 21 only)	\$0.75/hour
Wisconsin	\$0.25/hour
Wyoming	\$1.00/hour

***All funds apply to hours worked by Class 5 apprentices and above, except for the District 19, District 40, North and South Dakota Funds which applies to all hours for all members.**

No reduction in the wages provided for in this Agreement will be made without a secret ballot ratification vote in favor of the reduction by the affected bargaining unit employees.

The total economic package shall be defined as Wages, Health and Welfare Fund, including RESA, Pension Fund, Education Fund and S.I.S. Fund.

Wages shall be paid on or before the end of the employee's workday each Friday, including all wages due up to and including the previous Friday.

Contractors may pay the wages required by this Article by means of direct electronic deposit of funds to accounts maintained by the employees covered by this Agreement.

Employers who utilize direct deposit for their employees will make deposits to the employee accounts on the standard designated pay day. Appropriate documentation shall be transmitted to the employee at the same time showing the Employee's name and address, pay period covered, regular and overtime wages, and all deductions, and also the amount of contributions made on behalf of the employee to the various fringe benefit funds. Employees who elect not to receive pay by direct deposit will receive this information by check stub accompanying their pay check.

When an employee is laid off, he shall be provided with a layoff slip and paid in full at the time his services are thus discontinued.

In the event a Journeyman Sprinkler Fitter or Apprentice is discharged, he shall be paid in full within forty-eight (48) hours of the time his services are thus discontinued, either in person or by certified mail, return receipt requested, to the address on record.

The pay period for any Sprinkler Fitter or Apprentice who quits shall be his regular pay period.

An Employer may "discharge" an employee for just cause only, and the employee shall be given written notice within two (2) days of the reason therefore.

A bad check shall be considered nonpayment of wages.

An employee who doesn't receive his pay check at the time set forth in this Article shall be entitled to eight (8) hours pay.

It is further understood that the employee then has the responsibility to notify the Employer concerning the late pay check and subsequent to notification, the employee shall be entitled to eight (8) hours pay for each twenty-four (24) hour period until he receives his pay check.

An employee who notifies both his Employer and the Union in writing that he wishes his pay check to be mailed to his home address shall not be entitled to any penalty payments for late checks due to the post office services, provided the check was mailed in sufficient time to arrive within the time limits of this Article.

Any employee injured on the job to the extent of requiring a doctor's care, and which injury the doctor determines prevents the employee from returning to work, shall be paid a full days wage for the day of the injury.

Article 7A

LOCAL 669 RESIDENTIAL WORK

Residential work is made a part of this Agreement. All work in connection with the installation and maintenance of fire protection systems for residences shall continue to be covered by Article 18 of this Agreement. All articles, terms, and conditions of this Agreement shall be applicable to "residential fire protection work," as defined below, unless specifically amended herein. This Agreement shall be applicable in all the states within the territorial jurisdiction of the Union.

"Residential fire protection work" is defined to mean any work covered by Article 18 of this agreement on:

1. One or two family dwellings;
2. All multiple family dwelling units which are permitted to have a single exterior up to and including four stories;
3. Townhouses with units stacked vertically up to and including four stories; and

4. Group residential care facilities and protective care homes (sheltered housing), not to include nursing homes or ambulatory care facilities.

The Residential Tradesman and Residential Helper shall work on only residential jobs as defined above and shall not be assigned to do any other work described in Article 18 of this Agreement.

All residential fire protection work shall be performed by Building Trades Journeymen or Apprentices represented by Local 669 or by Residential Tradesmen or Helpers represented by Local 669. The crew mix on residential fire protection projects shall consist of one (1) Local 669 Building Trades Journeyman or one (1) Local 669 Residential Tradesman to three (3) Local 669 Residential Helpers or three (3) Local 669 Building Trades Apprentices.

There shall be at least one (1) Local 669 Building Trades Journeyman or one (1) Local 669 Residential Tradesman on every job. It is agreed that Affirmative Action in hiring practices will be utilized.

The rate of wage to be paid a Residential Tradesman or Building Trades Journeyman shall be 75% of the rate established in this Article. Residential Helpers shall be paid 35% of the rate in the first year of their employment, 43% of the rate in the second year, 50% of the rate in the third year, and 60% of the rate in the fourth year. Building Trades Apprentices employed under this Article shall be paid in accordance with the rates established in this Article. In no event shall an individual working under this Agreement be paid less than the Federal or applicable state minimum wage rate in addition to the fringe benefits established herein.

It is understood and agreed that adoption of the foregoing Residential wage structure effective on or after April 1, 2013, shall not result in a decrease in the wage rate of any Residential Tradesmen or Helpers employed under this Agreement on April 1, 2013. This shall not be construed to prevent a decrease in wages due to increased Metal Trades Health and Welfare, Pension and SIS Pension contributions in such amounts as may be determined by the Trustees of said Funds.

All residential overtime worked shall be at the rate of time and a half.

Effective April 1, 2013, the employer shall contribute to the NASI Metal Trades Health and Welfare Fund Three Dollars and Fifteen Cents (\$3.15) per hour for each hour worked by the Residential Tradesman or Helper.

Effective September 1, 2013, the employer shall contribute to the NASI Metal Trades Health and Welfare Fund Three Dollars and Sixty-Five Cents (\$3.65) per hour for each hour worked by the Residential Tradesman or Helper.

Any increase in contributions effective on or after April 1, 2013 shall result in a corresponding decrease in wages.

Effective April 1, 2013, the Employer shall contribute to the NASI Metal Trades Pension Fund Fifty-Five Cents (\$0.55) per hour for each hour worked by the Residential Tradesman or Helper.

Effective January 1, 2014, the Employer shall contribute to the NASI Metal Trades Pension Fund Sixty-Five Cents (\$0.65) per hour for each hour worked by the Residential Tradesman or Helper.

Benefits will be paid on Building Trades Journeymen and Apprentices, per this Collective Bargaining Agreement.

All procedures required for fabrication of non-ferrous materials shall be performed by Building Trades Journeymen and Apprentices or Residential Tradesmen and Helpers on the jobsite.

Each contractor shall pay to the NASI-Local 669 Industry Education Fund Ten Cents (\$0.10) per hour for all hours worked under the Local 669 Residential Work provisions of this Article 7A. Contractors may make the payments required by this Article by the electronic transfer of funds.

RESIDENTIAL PILOT PROGRAM (New Pilot Program for First Two Years of Agreement)

This Program will apply for the first two (2) years in North Carolina, South Carolina, Georgia, Alabama, Mississippi, Tennessee, Arkansas, Louisiana, Southern Idaho (District 40), and New Mexico only.

Work on group residential care facilities, protective care homes (sheltered housing), nursing homes or ambulatory care facilities, hotels/motels although not residential fire protection work as defined in this article can be performed by Residential Tradesmen or Helpers under the following conditions:

1) There will be one Building Trades Journeyman as foreman, paid at building trades rates on every job.

2) He/she will be the first employee on the job and will remain for the duration of the job.

The provision shall apply for the first two (2) years of this Agreement, and on work commenced within that period; the bargaining parties may expand this provision to other states by mutual agreement.

For Residential Tradesmen and Helpers, no contribution shall be made to the Industry Promotion Fund, the amount of this contribution shall instead be added to the Metal Trades Health and Welfare Fund.

ARTICLE 8

EXTRA CONTRACT AGREEMENTS: The Employer and the Union agree not to enter into any Agreement or contract with members of the bargaining unit individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE 9

JOB FOREMEN: The selection and appointment of Foremen and General Foremen shall be made by the Employer from the employees in the Local Union 669 bargaining unit and is the responsibility of the Employer in keeping with this Agreement.

The rate of wage for the General Foreman shall be Five Dollars (\$5.00) per hour above the Journeyman's rate, effective April 1, 2013. All overtime for General Foremen shall be at the rate of time and a half of the General Foreman's rate of pay, including the General Foreman premium rate except for Sundays and Holidays. Overtime for General Foremen on Sundays and Holidays shall be at two times the General Foreman's rate of pay, including the General Foreman premium rate.

The rate of wage for Foremen shall be Two Dollars and Seventy-Five Cents (\$2.75) per hour above the Journeyman's rate, effective April 1, 2013. All overtime for Foremen shall be at the rate of time and a half the Foreman's rate of pay, including the Foreman premium rate except for Sundays and Holidays. Overtime for Foremen on Sundays and Holidays shall be at two times the Foreman's rate of pay, including the Foreman premium rate.

There shall be a Foreman on each job and a General Foreman on each job with twenty-two (22) or more employees and the Employer may select from his Journeyman employees whomever he wishes to be Foreman and General Foreman from the Local Union 669 bargaining unit.

ARTICLE 10

INSPECTION PRIVILEGES: Authorized Agents of the Union shall have access to the Employer's job site unless prohibited by the authority having jurisdiction for job site security, during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the firm's working schedule. Upon request, the Employer agrees to make all reasonable efforts to secure access to the job site for authorized union agents from the authority having jurisdiction for job site security.

ARTICLE 11

TRAVEL EXPENSES:

(A) Effective April 1, 2013, when an employee is required to travel to a job within sixty (60) miles of his residence, he shall be paid no expenses of any kind.

(B) When an employee is required to travel to a job beyond sixty (60) miles up to and including eighty (80) miles from his residence, he shall be paid Fifteen Dollars (\$15.00) per day, effective April 1, 2013. Effective April 1, 2014, such employee shall be paid Sixteen Dollars and Fifty Cents (\$16.50) per day. Effective April 1, 2015, such employee shall be paid Seventeen Dollars and Fifty Cents (\$17.50) per day.

(C) When an employee is required to travel to a job beyond eighty (80) miles up to and including one hundred (100) miles from his residence, he shall be paid Twenty-five Dollars (\$25.00) per day, effective April 1, 2013. Effective April 1, 2014, such employee shall be paid Twenty-Six Dollars and Fifty Cents (\$26.50) per day. Effective April 1, 2015, such employee shall be paid Twenty-Seven Dollars and Fifty Cents (\$27.50) per day.

(D) When an employee is required to travel to a job in excess of one hundred (100) miles from his residence, he shall receive subsistence for each day worked in the amount of Seventy-five Dollars (\$75.00) per day, effective April 1, 2013. Effective April 1, 2014, such employee shall be Eighty Dollars (\$80.00) per day.

(E) When an employee is required to travel to a job in excess of one hundred (100) miles from his residence, he shall be paid at the rate of Forty-Five Cents (\$0.45) a mile in going to the job for the first time, together with travel time at the rate of one quarter (1/4) hour travel time for each fifteen (15) miles traveled, not to exceed eight (8) hours per day in any twenty-four (24) hour period, effective April 1, 2013.

Whenever the employee's job in excess of one hundred (100) miles is completed or the employee is transferred by his Employer to another job, the employee shall be paid at the rate of Forty-Five Cents (\$0.45) a mile to the point at which the employee entered the Employer's service or the next contract, together with travel time at the rate of one quarter (1/4) hour for each fifteen (15) miles traveled, not to exceed eight (8) hours per day in any twenty-four (24) hour period, effective April 1, 2013.

(F) 1. The parties to this Agreement, may, by mutual written agreement, area(s) as "fully employed". The Employer may thereafter, at its option, request that the Union refer unemployed Journeymen or Apprentices who reside outside the designated area. The Union will, at the Employer's request, refer unemployed Journeymen and Apprentices from an unemployment list maintained for this purpose, to the extent available and within five (5) working days of its receipt of the Employer's request.

2. Journeymen and Apprentices residing outside the designated area where the jobsite is located will be referred from the nearest Local 669 District and according to the length of time on the unemployment list, referred to above, pursuant to the Union's nondiscriminatory referral procedures established for this purpose.

3. Journeymen and Apprentices referred pursuant to this procedure will be employed for a minimum of thirty (30) working days unless the Employer has "just cause" to terminate them.

4. Journeymen and Apprentices referred to the Employer pursuant to this procedure shall be paid Seventy-Five Dollars (\$75.00) per day subsistence effective April 1, 2013. Effective April 1, 2014, such employee shall be Eighty Dollars (\$80.00) per day. There shall be no travel pay or mileage as provided in this Article for travel from and to the employee's residence outside the "fully employed" area.

5. For travel from job to job within the "fully employed" area when the employee is required to travel more than forty (40) miles, he shall be paid Forty-Five Cents (\$0.45) per mile between jobs and also travel time at the rate of one-quarter (1/4) hour for each fifteen (15) miles traveled, not to exceed eight (8) hours pay in any twenty-four (24) hour period. Mileage shall be computed between jobs within the "fully employed" area rather than from the employee's residence.

(G) When an Employer provides suitable transportation for the employees, the Employer shall not be required to make any payment for travel expenses under this Article, except, however, he shall be required to pay travel time and subsistence in accordance with this Article. No subsistence shall be paid when the Employer furnishes daily transportation and the employee chooses to travel back and forth from his home. "Suitable transportation" means vehicles in conformity with Federal transportation regulations.

(H) If the employee leaves his work before it is completed and without the consent of the Employer, traveling shall be at the employee's own time and expense.

(I) Residence shall be solely determined by the employee and the employee shall file this in writing with the Employer and the Union.

(J) Travel for Alaska: The following travel expenses shall be allowed from the lower forty-eight (48) states to Alaska:

The employee shall be paid Forty-Five Cents (\$0.45) per mile and travel time at the rate of one-quarter (1/4) hour for each fifteen (15) miles, not to exceed eight (8) hours per day in any twenty-four (24) hour period from his residence to the airport of embarkation as selected by the Employer.

For travel in the state of Alaska, the employee shall be paid Forty-Eight Cents (\$0.48) per mile and travel time at the rate of one quarter (1/4) hour for

each fifteen (15) miles, not to exceed eight (8) hours per day in any twenty-four (24) hour period from his residence to the airport of embarkation as selected by the Employer.

In addition, all air travel for the employee shall be coach airfare from the airport of embarkation to the job in Alaska, together with four (4) hours of travel time if the time of travel is less than four (4) hours, and eight (8) hours of travel time if the time of travel is four (4) hours or more.

At the option of the Employer, subsistence shall be Ninety Dollars (\$90.00) per day effective April 1, 2013, five (5) days a week, or days worked, whichever is greater, or suitable room and board [two (2) men to a standard double room with two beds]. This paragraph shall apply to Alaska only and to those situations where employees are sent to Alaska from the lower forty-eight states (mainland) and where employees who are residents of Alaska are required to travel to a job in excess of one hundred (100) miles from his residence.

When an employee is required to travel more than one hundred (100) miles, but less than two hundred and fifty (250) miles from his residence, and is required to work six (6) days in a standard work week, the employee shall be paid seven (7) days subsistence.

When an employee is required to travel two hundred and fifty (250) or more miles from his residence, seven (7) days subsistence shall be paid.

If the employee is discharged for good cause or quits before completion of the work project, his subsistence allowance for meals and lodging shall cease. If the employee does not stay on the work project until the work project is completed, he shall pay his own return transportation.

When the employee arrives at the Alaska airport, ground transportation to the job or the cost thereof shall be furnished by the Employer, plus one-quarter (1/4) hour of pay for each fifteen (15) miles traveled.

When an Employer provides suitable transportation for the employees, the Employer shall not be required to make any payment for travel expenses under this Section J, except, however, he shall be required to pay travel time and subsistence in accordance with this Section J. No subsistence shall be paid when the Employer furnishes daily transportation, and the employee chooses to travel back and forth from his home.

When the employee returns from Alaska, he shall be paid expenses on the same basis as set forth herein for his travel to Alaska.

(K) For the purpose of contributions to all Funds set forth in this Agreement, travel hours paid for shall be considered hours worked.

(L) All travel hours outside of the regular established working hours shall be at time and one half (except for Sundays and Holidays which shall be at double time) in accordance with Sections (E), (G), and (J).

(M) Nothing herein contained shall be considered as inconsistent with the Federal Wage and Hour Laws.

(N) For the purpose of this Article, all miles traveled by an employee shall be determined by reference to maps.google.com. Where the actual point of residence or job is not designated, miles traveled shall be the mileage between the points closest to the actual point of residence or job which are designated in maps.google.com.

(O) Subsistence, in accordance with Paragraphs (D) & (J) above, shall be paid if an employee is prohibited from working because of weather conditions.

(P) An employee shall receive fifty percent (50%) of the travel payment set forth in Paragraphs (B) and (C) of this Article, if applicable, when the employee is entitled to a payment as provided in Article 12, Paragraph (D).

ARTICLE 12

HOURS OF WORK, SHIFTS AND OVERTIME:

(A) **HOURS OF WORK:** The standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday or shall conform to the practice on the job site. With prior written notice to the Union, four (4) days at ten (10) hours a day may be worked at straight time in states where it is legal Monday through Friday and need not be consecutive. Any hours worked outside of the standard work day and week as defined above shall be considered overtime hours, unless otherwise specifically agreed to by the Union.

(B) **SHIFTS:** Shift work may be performed at the option of the Employer; however, when shift work is performed it shall be on the same job site, and it must continue for a period of five (5) consecutive work days. Eight (8) hours of work constitutes a shift. The hourly rate for men on the second and/or third shifts shall be fifteen percent (15%) above the basic hourly rate. There shall be a minimum of two (2) men on each shift. It shall not be required to work a day shift in order to work a second and/or third shift in accordance with this paragraph.

(C) **OVERTIME:** All overtime, except for Sundays and Holidays shall be at the rate of time and a half. Overtime worked on Sundays and Holidays shall be at double time. The following days shall be considered Holidays:

New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day.

When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate.

When one of the above holidays fall on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

Should any Federal or State law be enacted which would change the day on which these holidays are now celebrated, the newly established day shall be considered the holiday.

(D) It is also agreed that any employee after being hired or reporting for work at the regular time for whom no work is provided shall receive four (4) hours pay at the prevailing rate of wage unless he has been notified before leaving home not to report. It is also agreed that any employee after working in the morning and having started work after the lunch period, shall receive four (4) hours pay at the prevailing rate of wage for the afternoon. An exception shall be made when weather or strike conditions make it impossible to put such an employee to work, or any such stoppage of work is occasioned thereby, or any employee leaves his work of his own accord.

(E) **TIME OFF FOR UNION ACTIVITIES:** The Employer agrees to grant the necessary time off, without discrimination and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided seventy-two (72) hours written notice is given to the Employer by the Union specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operation due to lack of available employees.

(F) **OFF HOURS:** On all buildings that are occupied and the hours are not under the control of the contractor, and the hours do not fall into the category of the regular work day, the contractor may bid the "Off Hours" at straight time plus fifteen percent (15%). This paragraph shall not apply to new construction or emergency work.

It is understood that prior to the initiation of the "Off Hours" provision, the owner of such building (or owner's representative) shall provide a written confirmation as to the owner's necessity that work in the above paragraph be done during the "Off Hours" period. The Union will be given five (5) days to verify the conditions.

(G) **COMPUTATION OF OVERTIME:** For purposes of computing overtime compensation pursuant to this Article, when an Employee's wage rate is adjusted to include a shift or off hours differential for premium work as provided for in this Agreement, the differential shall be included in the calculation of overtime compensation for that Employee.

ARTICLE 13

PRODUCTION OF LABOR: There shall be no limitation of the amount of work to be performed, except as required by Article 26.

No Sprinkler Fitter Journeyman or Apprentice working for an Employer shall work overtime at sprinkler work for another Employer during any twenty-four (24) hour calendar day period.

There shall be no restriction as to the use of machinery and tools, except as required by Article 26.

There shall be no limitation as to the method or manner in which work shall be done, except as required by Article 26.

There shall be no restriction as to the use of material, except as required by Article 26.

Addendum B, the U.A. Standard for Excellence, is incorporated by reference herein.

ARTICLE 14

MATERIALS AND EQUIPMENT AND FABRICATION: The Union shall accept all materials and equipment as delivered by or for the Employer and the unloading, handling, stockpiling, and installing of such material and equipment shall be performed by employees covered by this Collective Bargaining Agreement.

The assembling and fabrication of welded pipe formations, when performed on the job site, shall be done by Journeymen and/or Apprentices receiving the rates in this Agreement.

The welding provisions also apply to CO-2 and fire extinguisher systems.

Where Journeymen or Apprentices are required to take welding tests for certification they shall, before starting the test, be placed on the payroll of the Employer, and shall be paid in accordance with the wage schedule and travel article contained in this Agreement. All tools and safety equipment required for the test shall be furnished by the Employer.

All brazing and soldering of copper pipe done in the Sprinkler Industry shall be fabricated and assembled by Journeymen and/or Apprentices on the job site.

MAKING ON FITTINGS: It is understood and agreed that the Employer shall have the right to make-on only three (3) screwed fittings on threaded pipe, permanently tight in the factory for shipment to any job within the territory of the Local Union and that the employees covered by this Agreement shall install this material without objection or interruption. The foregoing shall, however, not apply to spool pieces, feed main nipples and risers, and pipe fittings that must be hot dipped.

The preparation of pipe for mechanical fittings and the attachment of three (3) mechanical fittings to one (1) piece of pipe may be performed in the factory. The attachment of additional mechanical fittings to said pipe shall be performed in the field by employees covered by this Collective Bargaining Agreement.

ARTICLE 15

TOOLS: All tools will be furnished by the Employer.

Small Tools: Employer will provide to the employee their initial set of tools. After the contractors initial purchase the replacement of the following tools shall be the responsibility of the employee.

- 1) 5 gal. bucket or hand held toolbox
- 1) Bucket caddy
- 1) 10" "Ridgid" aluminum pipe wrench
- 1) 14" "Ridgid" aluminum pipe wrench
- 1) 18" "Ridgid" aluminum pipe wrench
- 1) 10" adjustable wrench
- 1) # 420 or 430 Channel locks
- 1) # 426 Channel locks
- 1) Allen wrench set
- 1) Straight screwdriver
- 1) Phillips head screwdriver
- 1) 2-lb ball-peen hammer
- 1) 3/4" x 12" chisel
- 1) 12" adjustable wrench
- 1) Hack saw
- 1) 25' tape
- 1) Tin snips
- 1) 1/2" ratchet & socket set (3/8" - 1 1/4")
- 1) 3/8" ratchet, 9/16" socket & 3/8"x 8 point socket
- 1) Utility or pocket knife
- 1) 6' rule
- 1) Magnetic torpedo level
- 1) Key-hole saw
- 1) Half round file
- 1) Flashlight / Headlamp

Small tools will be provided by the employer and should be in good working condition, not necessarily new, with a life time guarantee. The standard is American made and lifetime guarantee except pipe wrenches which shall be "Ridgid". This standard shall be effective as of May 1, 2013, except the requirement for "Ridgid" pipe wrenches which shall be effective at all times.

Employees will be required to sign a "Tool Sign-Off Sheet" indicating the employee has received the small tools, and understands this article. A copy of this sheet will

be kept by the employee and the employer and a copy will be forwarded to the local business agent for their records.

Employees are authorized to transport the tools listed above in a five (5) gallon bucket or a regular sized hand held toolbox from one (1) jobsite to another. Tools should be kept in the employees' possession. If an employee reports to work without the above list of small tools, the employee can be denied work with no show up pay.

All expendable parts of tools shall be replaced at the contractors expense, i.e. hack saw blades, knife blades, jaws, heels, batteries, etc.

All tools shall have employees initials engraved or stamped on the tools for identification.

It is mutually agreed that the contractors shall supply the tools specified above by May 1, 2013 or within thirty (30) days of the employee's hire whichever applies. Probationary apprentices who are cancelled from the JATC shall return the tools in serviceable condition to the employer.

In those cases where the small tools as described above are stored in a gang box, job box or company trailer or vehicle in the custody of the contractor and theft occurs, the employee shall not be held responsible and said tools shall be replaced by the company.

Any and all Personal Protection Equipment (PPE) shall be supplied by the company.

Where an employee is required to travel by air or train to the jobsite, the Employer shall pay for the cost of the transport or shipment of tools.

Except for the small tools listed in this article, employees shall be allowed to carry tools, materials and equipment only in company owned vehicles.

It is understood and agreed that the Employer may adopt and enforce reasonable written rules with respect to the retention and care of tools, so long as a copy of said rules is provided to the Union and said rules are enforced on a nondiscriminatory basis. As part of these rules, the Employer may require that all tools, which are lost or unaccounted for, must be replaced by the employee. The employee shall abide by reasonable Employer rules providing for the care of such tools and equipment.

ARTICLE 16

APPRENTICES: The parties mutually agree that an Apprentice system has been established and that the wages, hours and working conditions of Apprentices shall be as covered by the Joint Apprentice Standards, which are incorporated by reference herein. Changes in the Apprenticeship Standards can only be made by mutual agreement of the parties to this Agreement. Such modification shall be submitted to the Office of Apprentice

Training, Employer and Labor Services of the U.S. Department of Labor, for approval. Apprentices employed before such modification shall not be affected without their consent. It is expressly understood and agreed that the Employer shall not lay off a Journeyman or Apprentice in order to hire a new Apprentice. There shall be no restrictions on the hiring of Apprentices, other than the ratios as outlined below.

The following requirements for the hiring of Apprentices shall be in effect for Twenty-Four (24) months following April 1, 2013:

- 1) A ratio of two (2) or more Journeymen to one (1) Apprentice is permitted without restriction.
- 2) A ratio of between two (2) Journeymen to one (1) Apprentice and one (1) Journeyman to one (1) Apprentice is permitted with following restrictions:

Jobs already bid within the twenty-four (24) month period may be completed under the applicable rules.

If unemployment within the District of the applicant's home address exceeds six percent (6%) or ten (10) Journeymen and Apprentices, whichever is greater, the Employer may not hire a new Apprentice for thirty (30) days after the JATC notifies the Union of the request for an Apprentice, or until the percent no longer exceeds six percent (6%) or ten (10) Journeymen and Apprentices within the District of the applicant's home address.

At the expiration of thirty (30) days, the Employer may hire three (3) new Apprentices in that District regardless of unemployment and, thereafter, if the six percent (6%)/ten (10) Journeymen/ Apprentices unemployment continues, the Employer shall hire one (1) unemployed Journeyman or Apprentice from the Union's national unemployment list for every new Apprentice hired during that time frame.

At the expiration of thirty (30) days, the Employer may make a second request for apprentices and, if the six percent (6%)/ten (10) Journeymen/ Apprentice unemployment continues, the Employer may, after the expiration of the thirty (30) day period, hire three (3) new Apprentices in that District regardless of unemployment and, thereafter, if such unemployment continues, the Employer shall hire one (1) unemployed Journeyman or Apprentice from the Union's National Unemployment List for each new Apprentice hired during that time frame.

Under these requirements, the Employer may hire a maximum of six (6) Apprentices in any calendar year in any District where the six percent (6%)/ ten (10) Journeyman/Apprentice unemployment continues to exist, except as provided below:

If the employer gives favorable consideration to apprentices referred from the Union,

or if the Union is unable to refer qualified Apprentices within seventy-two (72) hours, the previous restrictions will not apply.

- 3) In any event, the ratio of Journeymen to Apprentices shall not be less than one (1) Journeyman to one (1) Apprentice.

At the end of twenty-four (24) months from April 1, 2013 the following requirements shall come into effect, unless the parties agree otherwise:

If unemployment within the District of the applicant's home address exceeds six percent (6%) or ten (10) Journeymen and Apprentices, whichever is greater, the Employer may not hire a new Apprentice for ninety (90) days after the JATC notifies the Union of the request for an Apprentice, or until the percent no longer exceeds six percent (6%) or ten (10) Journeymen and Apprentices within the District of the applicant's home address.

At the expiration of ninety (90) days, the Employer may hire three (3) new Apprentices in that District regardless of unemployment and, thereafter, if the six percent (6%)/ten (10) Journeymen/ Apprentices unemployment continues, the Employer shall hire one (1) unemployed Journeyman or Apprentice from the Union's national unemployment list for every new Apprentice hired during that time frame.

At the expiration of ninety (90) days, the Employer may make a second request for apprentices and, if the six percent (6%)/ten (10) Journeymen/ Apprentice unemployment continues, the Employer may, after the expiration of the second ninety (90) days period, hire three (3) new Apprentices in that District regardless of unemployment and, thereafter, if such unemployment continues, the Employer shall hire one (1) unemployed Journeyman or Apprentice from the Union's National Unemployment List for each new Apprentice hired during that time frame.

Under these requirements, the Employer may hire a maximum of six (6) Apprentices in any calendar year in any District where the six percent (6%)/ ten (10) Journeyman/Apprentice unemployment continues to exist.

Within fifteen (15) calendar days of the hiring of a new Apprentice, any lay off by the Employer within one hundred (100) miles of that Apprentice's home address shall include the new Apprentice.

If the newly employed Apprentice is terminated by the Employer for "just cause" or quits, the Employer shall have the right to replace that apprentice. The "just cause" requirement shall not apply to probationary Apprentices.

Newly indentured Apprentices shall be issued a temporary ID before they report for work. The temporary ID shall be e-mailed or faxed to the hiring contractor's office within 24 hours of approval of the JATC office. This temporary ID will be valid up to 120 days from date

of hire. Such temporary ID shall be sent by fax, e-mail or other such rapid means to the Contractor's office as to permit immediate placement on the payroll.

All Apprentices shall be paid a progressively increasing rate of wage based upon the applicable percentage schedules in effect.

Apprentices Rate	Percentage Scale of Journeyman's Rate
Class 1	45%
Class 2	50%
Class 3	55%
Class 4	60%
Class 5	65%
Class 6	70%
Class 7	75%
Class 8	80%
Class 9	85%
Class 10	90%

It is understood and agreed that adoption of the foregoing Apprentice wage structure shall not result in a decrease in the wage rate of any existing Apprentice.

Effective upon ratification of this agreement, through March 31, 2016, NASI Health and Welfare contributions shall be made on behalf of Class 1 and 2 Apprentices at Seven Dollars Forty-Five Cents (\$7.45) per hour for Level 2 coverage. This amount shall include Seven Dollars and Eight Cents (\$7.08) for Level 2 NASI Health and Welfare benefits and Thirty-Seven Cents (\$0.37) per hour for RESA.

Effective April 1, 2013, NASI Health and Welfare contributions will be made as required in Article 19 for Class 3 through 10 Apprentices.

Education and Industry Promotion Fund contributions shall be made on behalf of Apprentices as required by Articles 21 and 22 of this Agreement.

Effective April 1, 2013, NASI Pension Fund contributions will be made for all hours worked by all Apprentices except for Class 1 and 2 Apprentices.

Where there is no Journeyman S.I.S. contribution, there shall be no Apprentice S.I.S. contribution.

For Apprentices indentured prior to April 1, 2010, S.I.S. Fund contributions shall be required for all hours worked by Class 1 through 4 Apprentices at the rate of Twenty-Five Cents (\$0.25) per hour in addition to their wages. Class 5 through 10 Apprentices indentured prior to April 1, 2010 shall receive Journeyman S.I.S. contributions.

For Apprentices indentured on or after April 1, 2010 and prior to April 1, 2013, S.I.S. Fund contributions shall be required for all hours worked by Class 1 through 10 at the rate per the JATC S.I.S. chart in addition to their wages.

For Apprentices indentured on or after April 1, 2013, there shall be no S.I.S. Fund contributions required for Class 1 and 2 Apprentices. For Apprentices indentured on or after April 1, 2013, S.I.S. Fund contributions shall be required for all hours worked by Class 3 and 4 Apprentices at the rate of Twenty-Five Cents (\$0.25) per hour in addition to their wages. Class 5 through 10 Apprentices indentured on or after April 1, 2013, where the Journeyman S.I.S. contribution is Two Dollars (\$2.00) or less, the S.I.S. contribution shall be Twenty-Five Cents (\$0.25) per hour worked in addition to wages. Class 5 through 10 Apprentices indentured on or after April 1, 2013, where the Journeyman S.I.S. contribution is greater than Two Dollars (\$2.00), the S.I.S. contribution shall be Fifty Cents (\$0.50) per hour worked in addition to wages.

RATIO OF APPRENTICES TO JOURNEYMEN: Employers employing Apprentices under the terms and conditions of this Article shall be allowed one (1) Apprentice to the first Journeyman and one (1) Apprentice to each Journeyman thereafter. No Apprentice may be employed on a job where there are no Journeymen employed.

An Apprentice may not be elevated to the position of Temporary Journeyman unless such action is approved by the Joint Apprenticeship and Training Committee.

Each Employer shall report semi-annually on January 1 and July 1 to the Joint Apprenticeship and Training Committee the number of Journeymen and Apprentices working for them.

ARTICLE 17

WORKING WITHIN JURISDICTION OF OTHER SPRINKLER UNIONS: When employees covered by this Agreement enter into the jurisdiction of other Sprinkler Local Unions, they shall work under the terms and conditions of the existing sprinkler bargaining agreement in effect in that area.

When an employee is sent into the territory of another Sprinkler Local, he shall receive his pay, expenses and travel time under the 669 Agreement until he actually enters the jurisdiction of the other Local and starts work.

For the purpose of travel pay, the rate of the state of the employee's residence shall prevail.

ARTICLE 18

JURISDICTION OF WORK: The work of the Sprinkler Fitter and/or Apprentice shall consist of the installation, dismantling, maintenance, repairs, adjustments, and corrections of all fire protection and fire control systems including the unloading, handling by hand, power equipment and installation of all piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes, and hose connections to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems, also all tanks and pumps connected thereto. Also included shall be CO2 and Carbox Systems, Dry Chemical Systems, Foam Systems and all other fire protection systems, but excluding steam fire protection systems.

Work of the nature described above that is generated by the inspection or testing of a fire protection system, but not the inspection or testing itself, is covered by this agreement.

All applicable points of the 50 Articles of Jurisdiction of the United Association shall be included (See Addendum A to this Agreement.)

SUBCONTRACTING: Any Employer party to this Agreement may subcontract the work as outlined in the paragraph above, provided he subcontracts to a contractor that has a Collective Bargaining Agreement with Local Union 669.

ARTICLE 19

NATIONAL AUTOMATIC SPRINKLER INDUSTRY WELFARE FUND: It is mutually agreed that a Welfare Fund on a National Automatic Sprinkler Industry basis has been established for those employees who are covered by this Collective Bargaining Agreement.

There has been created a Board of Trustees of ten (10) members, five (5) appointed by the National Fire Sprinkler Association, Inc., and five (5) Union Trustees, three (3) appointed in accordance with Local Union 669's Constitution and By-Laws and two (2) appointed in accordance with the National Automatic Sprinkler Industry Welfare Fund Trust Agreement.

The Board of Trustees shall administer the existing Agreement and Declaration of Trust in accordance with Federal, State and Local laws and shall continue to take all necessary steps to carry out the legal operation of this Welfare Fund.

Effective April 1, 2013, each contractor shall pay to the Fund Eight Dollars and Forty-Two Cents (\$8.42) per hour for all hours worked by all employees who come under the jurisdiction of this Collective Bargaining Agreement unless otherwise provided for in this Agreement. This amount shall include Seven Dollars and Eighty-Two Cents (\$7.82) for Level 1 NASI Health and Welfare Benefits and Sixty Cents (\$0.60) per hour for RESA.

Effective January 1, 2014, each contractor shall pay to the Fund Eight Dollars and Fifty-Two Cents (\$8.52) per hour for all hours worked by all employees who come under the jurisdiction of this Collective Bargaining Agreement unless otherwise provided for in this Agreement. This amount shall include Seven Dollars and Eighty-Two Cents (\$7.82) for Level 1 NASI Health and Welfare Benefits and Seventy Cents (\$0.70) per hour for RESA.

Effective January 1, 2015, the Union may determine to allocate up to Twenty-Five Cents (\$0.25) per hour from wages or S.I.S. contributions and reallocate said amount to the Welfare Fund contribution.

Effective January 1, 2016, each contractor shall pay to the Fund an additional Twenty-Five Cents (\$0.25) per hour for all hours worked by all employees who come under the jurisdiction of this Collective Bargaining Agreement unless otherwise provided for in this Agreement.

Contractors may make the payments required by this Article by the electronic transfer of funds.

The Trustees of the National Automatic Sprinkler Industry Welfare Fund are authorized to enter into reciprocal agreements with Trustees of other welfare funds providing for the transfer of contributions between funds so that employees temporarily working outside their home funds' jurisdiction will not lose credit or eligibility for benefits in their home funds. The Trustees shall determine the terms of such reciprocal agreements, the manner of crediting reciprocal contributions and all questions of eligibility based on hours worked under reciprocal agreements.

ARTICLE 20

NATIONAL AUTOMATIC SPRINKLER INDUSTRY PENSION FUND: It is mutually agreed that a Pension Fund on a National Automatic Sprinkler Industry basis has been established for those employees who are covered by this Collective Bargaining Agreement.

There has been created a Board of Trustees of ten (10) members, five (5) appointed by the National Fire Sprinkler Association, Inc., and five (5) Union Trustees, three (3) appointed in accordance with Local Union 669's Constitution and By-Laws and two (2) appointed in accordance with the National Automatic Sprinkler Industry Pension Fund Trust Agreement.

The Board of Trustees shall administer the existing Agreement and Declaration of Trust in accordance with Federal, State and Local laws and shall continue to take all necessary steps to carry out the legal operation of this Pension Fund.

Effective April 1, 2013, each contractor shall pay to the Fund Five Dollars and Fifty Cents (\$5.50) per hour for all hours worked by the employees who come under the jurisdiction of this Collective Bargaining Agreement unless otherwise provided for in this Agreement.

Effective January 1, 2014 the contribution to the National Automatic Sprinkler Industry Pension Fund will increase by Twenty-Five Cents (\$0.25) to Five Dollars and Seventy-Five Cents (\$5.75). Of this Twenty-Five Cents (\$0.25) increase, Ten Cents (\$0.10) of increase is not contemplated by the Pension Fund's Rehabilitation Plan and is intended to allow the Pension Fund to revise the early retirement subsidy rules that apply to certain terminated vested participants.

Effective January 1, 2015, each contractor shall pay to the Fund Five Dollars and Ninety Cents (\$5.90) per hour for all hours worked by the employees who come under the jurisdiction of this Collective Bargaining Agreement unless otherwise provided for in this Agreement.

Effective January 1, 2016, each contractor shall pay to the Fund Six Dollars and Five Cents (\$6.05) per hour for all hours worked by the employees who come under the jurisdiction of this Collective Bargaining Agreement unless otherwise provided for in this Agreement.

Contractors may make the payments required by this Article by the electronic transfer of funds.

The Trustees of the National Automatic Sprinkler Industry Pension Fund are authorized to enter into reciprocal agreements with Trustees of other pension funds providing for the transfer of contributions between funds so that employees temporarily working outside their home funds' jurisdiction will not lose credit or eligibility for benefits in their home funds. The Trustees shall determine the terms of such reciprocal agreements, the manner of crediting reciprocal contributions and all questions of eligibility based on hours worked under reciprocal agreements.

ARTICLE 21

NASI-LOCAL 669 INDUSTRY EDUCATION FUND: It is mutually agreed that an Apprenticeship System has been established for the purpose of providing educational training as provided by the Apprenticeship Standards.

An Educational Trust Fund has been established. There has been created a Board of Trustees consisting of six (6) members; three (3) appointed by the National Fire Sprinkler Association, Inc., and three (3) Union Trustees appointed in accordance with the Constitution and By-Laws of Local Union 669.

The duty of this Board of Trustees shall be to administer the existing Agreement and Declaration of Trust in accordance with Federal, State and Local laws and to take all necessary steps to carry out the legal operation of the above agreed Educational Fund.

Effective April 1, 2013, each contractor shall pay to the Fund Thirty-Five Cents (\$0.35) per hour for all hours worked by all Journeymen and Apprentices whose wages are covered by this Collective Bargaining Agreement. Contractors may make the payments required by this Article by the electronic transfer of funds.

Residential: Effective April 1, 2013, each contractor shall pay to the Fund Ten Cents (\$0.10) per hour for all hours worked under the Local 669 Residential Work provisions of Article 7A of this Collective Bargaining Agreement. Contractors may make the payments required by this Article by the electronic transfer of funds.

United Association International Training Fund: In order to carry out the functions of the International Training Fund, each contractor who is party to this Agreement shall forward to the NASI Fund Office Ten Cents (\$.10) per hour for all hours worked by all Journeymen and Apprentices whose wages are covered by this Collective Bargaining Agreement, effective April 1, 2013. NASI will forward these contributions to the United Association International Training Fund.

ARTICLE 22

ADDITIONAL FUNDS

(A) Supplemental Pension Fund:

It is mutually agreed that a Sprinkler Industry Supplemental Defined Contribution Pension Fund has been established for those employees whose wages are covered by this Collective Bargaining Agreement.

For the purpose of the support, maintenance and administration of the Fund, each contractor who is a party to this Agreement and performing work within the following states shall contribute to the Fund for all work performed by Journeymen and Class 5 through 10 Apprentices who were indentured prior to April 1, 2013 within those states in the following amounts:

	Effective 4/1/2013
Alabama	\$0.50
Alaska	\$7.30
Arizona	\$4.20
Arkansas	\$1.95
California (1)	\$4.98
California (2)	\$5.00
California (3)	\$5.01
California (4)	\$4.29
Colorado	\$4.23
Connecticut	\$5.50
Delaware	\$5.70
District of Columbia	\$3.25
Georgia	\$1.50

	Effective 4/1/2013
Idaho	\$4.37
Illinois	\$3.00
Indiana	\$3.26
Iowa	\$3.25
Kansas	\$2.63
Kentucky	\$2.75
Louisiana	\$0.00
Maine	\$3.91
Maryland	\$3.25
Massachusetts	\$6.08
Michigan	\$2.75
Minnesota	\$2.50
Mississippi	\$1.18
Missouri	\$4.18
Montana	\$3.25
Nebraska	\$3.25
Nevada (1)	\$5.56
Nevada (2)	\$5.64
New Hampshire	\$3.81
New Jersey	\$7.09
New Mexico	\$3.20
New York (1)	\$6.15
New York (2)	\$6.43
New York (3)	\$6.15
North Carolina	\$0.00
North Dakota	\$0.75
Ohio	\$4.72
Oklahoma	\$1.25
Oregon (District 1)	\$5.48
Oregon (District 21)	\$5.38
Pennsylvania	\$5.50
Rhode Island	\$5.50
South Carolina	\$1.19
South Dakota	\$0.50
Tennessee	\$0.50
Texas	\$2.25
Utah	\$2.50
Vermont	\$3.30
Virginia (1)	\$1.88
Virginia (2)	\$3.70
Washington (District 1)	\$5.48
Washington (District 21)	\$5.38
West Virginia	\$4.00
Wisconsin	\$4.09
Wyoming	\$3.88

Counties

1) California (1)

Counties- Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Joaquin, San Luis Obispo, Santa Barbara, Santa Cruz, Santa Stanislaus, Tulare, Tuolumne, and portion of Kern County WEST of Highway 14.

2) California (2)

Counties- Alpine, Amador, Butte, Colusa, Del Norte, El Dorado, Glen, Humboldt, Lake, Lassen, Mendocino, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo, Yuba, Inyo, Los Angeles, Mono, Ventura, and portion of Kern County EAST of Highway 14.

3) California (3)

Counties- San Bernardino, Riverside, Orange, and Imperial.

4) California (4)

Counties- San Diego County.

5) Nevada (1)

Excludes Nevada counties of Clark, Nye & Lincoln.

6) Nevada (2)

Includes Nevada counties of Clark, Nye & Lincoln.

7) New York (1)

Excludes the counties of Orange, Putnam, Westchester, Sullivan, Ulster, Dutchess and Rockland, Albany, Rensselaer, Schenectady, Saratoga and Warren.

8) New York (2)

Includes counties of Orange, Putnam, Westchester, Sullivan, Ulster, Dutchess and Rockland.

9) New York (3)

Includes counties of Albany, Rensselaer, Schenectady, Saratoga and Warren.

10) Virginia (1)

Excludes the counties of Fairfax, Arlington, Prince William, Loudon, Fredrick, Clarke, Stafford, Spotsylvania & City of Alexandria.

11) Virginia (2)

Including the counties of Fairfax, Arlington, Prince William, Loudon, Fredrick, Clarke, Stafford, Spotsylvania & City of Alexandria.

Where there is no Journeyman S.I.S. contribution, there shall be no Apprentice S.I.S. contribution.

For Apprentices indentured prior to April 1, 2010, S.I.S. Fund contributions shall be required for all hours worked by Class 1 through 4 Apprentices at the rate of Twenty-Five Cents (\$0.25) per hour in addition to their wages. Class 5 through 10 Apprentices indentured prior to April 1, 2010 shall receive Journeyman S.I.S. contributions.

For Apprentices indentured on or after April 1, 2010 and prior to April 1, 2013, S.I.S. Fund contributions shall be required for all hours worked by Class 1 through 10 at the rate per the JATC S.I.S. chart in addition to their wages.

For Apprentices indentured on or after April 1, 2013, there shall be no S.I.S. Fund contributions required for Class 1 and 2 Apprentices. For Apprentices indentured on or after April 1, 2013, S.I.S. Fund contributions shall be required for all hours worked by Class 3 and 4 Apprentices at the rate of Twenty-Five Cents (\$0.25) per hour in addition to their wages. Class 5 through 10 Apprentices indentured on or after April 1, 2013, where the Journeyman S.I.S. contribution is Two Dollars (\$2.00) or less, the S.I.S. contribution shall be Twenty-Five Cents (\$0.25) per hour worked. Class 5 through 10 Apprentices indentured on or after April 1, 2013, where the Journeyman S.I.S. contribution is greater than Two Dollars (\$2.00), the S.I.S. contribution shall be Fifty Cents (\$0.50) per hour worked.

Contractors may make the payments required by this Article by the electronic transfer of funds.

The contractor shall not be responsible for any expense or cost beyond this hourly contribution as set forth herein.

This Fund is created under an Agreement and Declaration of Trust by and between National Fire Sprinkler Association, Inc., and Road Sprinkler Fitters Local Union No. 669 and Local Union No. 709, Los Angeles, California; Local Union No. 483, San Francisco, California; and Local Union No. 699, Seattle, Washington.

There shall be an equal number of Association and Union Trustees appointed by the respective parties to this Agreement. It shall be a duty of the Trustees to administer the Agreement and Declaration of Trust in accordance with Federal and State Laws and to take all necessary steps to carry out the legal operation of the Fund.

The Employers bound by this Agreement do hereby join in and subscribe to the Agreement and Declaration of Trust of the Sprinkler Industry Supplemental Defined Contribution Pension Fund and agree to be bound by any amendments thereto.

(B) Industry Promotion Fund:

Effective the 1st day of April, 2013, the Employer shall pay to the National Fire Sprinkler Industry Promotion Fund a sum of money equal to Twenty-Five Cents (\$0.25) per hour for each hour worked by each employee subject to this Agreement.

It is agreed by the parties to this Agreement that the contributions covered by this Article shall not be used in any manner which would be adverse to the interests of Local Union 669. The Association agrees to meet periodically at least once a year, to discuss the use of these Funds.

It is further agreed that should any of the contributions be used in any manner which is or are adverse to the interests of Local Union 669, then the Parties to the Agreement shall meet within ten (10) days to resolve said issue.

The Employer agrees to become party to the Agreement and Declaration of Trust establishing the National Fire Sprinkler Industry Promotion Fund. It is understood and agreed that the Fund and Program of Benefits at all times through the life of this Agreement shall be such as to qualify for approval by the Internal Revenue Service of the United States Treasury Department and other appropriate governmental agencies, if necessary, to permit all Employers an income tax deduction for contributions paid hereunder.

ARTICLE 23

MONTHLY REPORTS: Employers party to this Agreement shall submit contributions to the Welfare, RESA, Pension, Educational, S.I.S. and Industry Promotion Funds in accordance with rules, regulations and procedures established by the Trustees of the Welfare, RESA, Pension, Educational, S.I.S. and Industry Promotion Funds.

The Employer agrees that the Trustees of the Welfare Trust, the Pension Trust, the Educational Trust, the S.I.S. Trust, and the Industry Promotion Trust, or their designees, shall have the authority to order an audit of the payroll, wage and related records (including supporting work sheets) of the Employer for the purpose of insuring compliance with the terms of this Agreement requiring contributions to the Trust Funds.

The Employer agrees that in the event the Trustees institute or participate in legal proceedings to collect payments or contributions from an Employer, the Employer shall also be required to pay reasonable attorney's fees, expenses of collection and interest at the highest rate permitted by the laws of the State where the legal proceeding is instituted.

Each contractor who is a subscriber to this Agreement or who desires to become a subscriber to this Agreement shall furnish to the Union with a copy to the NFSA a cash or surety bond with a U. S. Treasury Listed Bonding Company in proportion to the average number of hours worked per month during the preceding year:

Number of Reportable Hours Per Month	Effective 4/01/13 Amount of Bond
1-350	\$25,000
351-900	\$50,000
901-2,000	\$100,000
Over 2,000	\$250,000

Said bond shall expressly guarantee, in the following order of priority:

- (1) Wages, including dues, as required by this Agreement;
- (2) Welfare Fund contributions, as required by this Agreement;
- (3) Pension Fund contributions, as required by this Agreement;
- (4) Education Fund contributions, as required by this Agreement;
- (5) S.I.S. Fund contributions, as required by this Agreement;
- (6) Industry Promotion Fund contributions, as required by this Agreement; and
- (7) Liquidated Damages, interest and attorney's fees, as established by the Trustees of the Fund.

Each such bond shall provide, that in the event an Employer rejects this Agreement in connection with a bankruptcy proceeding, the bond shall also guarantee payments to the Welfare, Pension, S.I.S, and Industry Promotion Funds (in that order of priority), which would have been required by this Agreement, but for the Court's Order approving rejection of the Agreement.

Any contractor who becomes signatory to this Agreement must have a bond on file with the Local within fifteen (15) calendar days of the signing of this Agreement.

Should the contractor fail to provide and maintain the bond as required, the Union shall have the right to remove the employees covered by this Agreement or take other legal economic actions against the Employer provided however, that the contractor first be given fifteen (15) calendar days written notice by the Local Union headquarters of his failure to comply.

In the event such action is taken, the Employer shall be responsible for any loss resulting therefrom.

Any contractor who puts up a cash bond recognizes that in order to defray the costs of maintaining an escrow account for cash bonds, any interest earnings by such bond shall be the property of the Union. A copy of the cash bond shall be provided to the National Fire Sprinkler Association.

LATE FILING CLAUSE: It is agreed that in the event the Employer is delinquent at the end of the period in the payment of his contribution to the Health and Welfare Fund, the Pension Fund, or other Funds created under this Agreement, in accordance with the rules and regulations of the Trustees of each Fund, the employees and/or the Union shall have the right to take action that may be necessary until such delinquent payments are made; provided however, that such action is subsequent to the Employer receiving notice in writing from the Welfare, Pension, Educational, S.I.S. and/or Industry Promotion Trust Fund Administrator that said contractor is delinquent and it is further agreed that in the event such action is taken, the Employer shall be responsible for any loss resulting therefrom.

ARTICLE 24

INCLUSION OF OTHER LOCAL UNIONS: It is mutually agreed that if the National Fire Sprinkler Association, Inc. shall agree with the other Local Unions of the United Association of Journeymen and Apprentices for the establishing of Welfare Funds and Pension Funds, in any such case the National Fire Sprinkler Association, Inc. and such other Local Unions may in writing agree that said Welfare Fund and Pension Fund shall be operated under the same provisions of this Agreement.

In any such case (a) payments of funds by the members of the National Fire Sprinkler Association, Inc. shall be made to the Trustees provided above and such payments and investments and reinvestments thereof may be commingled with any other funds (or investment or reinvestments thereof) of said Trustees.

(b) Benefits shall be paid to or established for the benefit of the employees in other Local Unions on the same basis as benefits are paid to or established for the benefit of employees covered by Local Union 669, provided that contributions and contribution periods as provided for in the Collective Bargaining Agreements entered into by the respective Local Unions are the same as that provided in this Agreement.

(c) The National Fire Sprinkler Association, Inc. and such other Local Unions shall adopt the Trustees currently serving under the Agreement and Declaration of Trust between the National Fire Sprinkler Association, Inc. and Local Union 669 of the United Association and their successors appointed as provided in said Agreement and Declaration of Trust.

ARTICLE 25

GRIEVANCE PROCEDURE AND ARBITRATION: During the term of this Agreement there shall be no strikes, lockouts, slowdowns, or work stoppages. However, violation by an Employer involving:

- (a.) Non-payment of wages at the time due;
- (b.) Issuing non-negotiable checks or checks drawn upon accounts having insufficient funds for wages, expenses or for any of the fringe contributions as required by this Agreement;

(c.) Non-payment or non-reporting of fringe contributions due and payable under this Agreement subject, however, to the late filing clause contained in Article 23;

(d.) Failure to participate in the grievance procedure, or to abide by the decision of the Grievance Committee as set forth in Step 2 of this Article, or the Arbitrator as set forth in Step 3 of this Article; or failure to participate in the grievance-arbitration procedure when arbitration has been requested under Step 3 of this Article after Steps 1 and 2 have been exhausted;

(e.) Failure to provide or maintain in effect a bond as required by Article 23;

...shall give the Union the right to remove employees from any job or jobs of the Employer or to take other legal or economic action against the Employer, in addition to their right to use the grievance procedure.

Paragraph (d) above shall not apply to the Subcontracting clause in Article 18.

All disputes and grievances relative to the interpretation or application of this Agreement, shall be processed in the following manner:

Step 1 - The employee or Union representatives in the employee's behalf shall within fifteen (15) working days of the occurrence of the grievance or dispute, discuss with the Employer's representative the employee's grievance or dispute.

If the grievance or dispute is not settled to the satisfaction of the employee,

Step 2 - The employee must, within the twenty (20) working days of the occurrence of the alleged grievance or dispute, reduce this grievance to writing, setting forth the date, time and place, section of the Agreement and relief sought with which the grievance or dispute is concerned and submit by certified mail, one (1) copy each to the Business Manager of the Local Union, the Employer and the President of the National Fire Sprinkler Association, Inc. (40 Jon Barrett Road, Patterson, New York, 12563) for discussion and possible resolution.

Step 3 - If within thirty (30) working days after referral to Step 2, the Union and Employer cannot resolve the alleged grievance or dispute, then the matter shall be referred to an Impartial Arbitrator.

If the Union and the Employer are unable to agree upon an Impartial Arbitrator within a period of ten (10) working days, then either may request the Federal Mediation and Conciliation Service to submit a list of seven (7) names. After receipt of the names of seven (7) Arbitrators, the Union and the Employer shall meet and alternate in striking three (3) names from the list, with the first strike decided by a toss of a coin.

The remaining name after the Union and the Employer have struck three (3) names from the list shall be the Impartial Arbitrator. The decision of the Impartial Arbitrator shall be final and binding on the parties to Arbitration. The duties of the Arbitrator shall be limited to the interpretation and application of the Agreement, and the Arbitrator shall have no powers to change or amend the Collective Bargaining Agreement.

The parties to Arbitration shall bear the expense of its witnesses and legal fees. The fees and expenses of the Arbitrator shall be paid by the loser.

The National Fire Sprinkler Association, Inc., shall have the right to participate as an intervener in any and all disputes arising under this Article.

If the Employer, Union or the National Fire Sprinkler Association, Inc. has a grievance related to the interpretation or application of this Agreement, the grievance shall be submitted to the Business Manager of the Union (7050 Oakland Mills Road, Suite 200, Columbia, Maryland 21046) and to the President of the National Fire Sprinkler Association, Inc. in writing by registered mail within thirty (30) days of occurrence of the grievance, setting forth the exact date of the grievance and the nature of the grievance for discussion and possible resolution.

If within thirty (30) days the grievance is not settled between the Union and the National Fire Sprinkler Association, Inc. or between the Union and the Employer, as appropriate, then the parties shall proceed to Arbitration as set forth in Step 3 of this Agreement.

The "work preservation" provisions of this Agreement are found in Addendum C which is incorporated by reference herein. Disputes under the "work preservation" requirements of this Agreement shall be resolved under the standards and procedures in Addendum C, rather than the procedures above.

ARTICLE 26

Section A: Job Safety

1. The Employer and employees hereby agree to comply with all applicable Federal, State and Municipal safety and health laws and regulations, as well as the requirements of the "Authority Having Jurisdiction" on all jobs.

2. The Employer shall be responsible for determining and advising employees of hazardous shop or jobsite conditions (i.e. radiation, asbestos, toxins, carcinogenics, etc.).

3. The Employer shall be responsible for maintaining the safe condition of all tools and equipment utilized by the employees.

4. Normally there shall be at least two (2) men on each job. The utilization of one (1) man on a job shall be limited to those situations where conditions safely allow one (1) man

to work alone (i.e., day work, emergency work and trim work where buildings are occupied and the employee is not exposed to excessive height or weight conditions.) It is mutually agreed that one (1) man jobs have been performed in the past under safe conditions, and provided safe conditions exist, it is reasonable and proper to assign one (1) man to a job.

5. The Employer shall furnish at no cost to the employee all safety equipment as required by applicable Federal, State and Municipal Safety and Health Laws and Regulations, as well as all equipment required by the "Authority Having Jurisdiction" on all jobs.

6. No employee shall be required to work in any area where Epoxy Resins are being applied by other crafts, nor in areas where airborne asbestos is present without being provided proper and authorized safety equipment.

7. OSHA Annual Training and OSHA 30 Certification should be completed by employees covered by this agreement on their own time.

Section B: Radiation Exposure

1. The Employer recognizes the need to maintain safe working conditions for the employees exposed to radiation. The Employer agrees to be bound by the rules and regulations established by the "Authority Having Jurisdiction" for safety on nuclear projects.

2. Exposure to radiation shall be kept as low as possible.

3. An employee who receives his maximum radiation exposure limits prior to the end of any regular work week (Monday through Friday) will be transferred to other suitable work without loss of pay or he shall be paid wages and fringe benefits for the week as if he had worked a full week.

ARTICLE 27

TRADE DISAGREEMENTS: Except as provided in the first paragraph of Article 25 of this Agreement, there shall be no strikes, slowdowns, work stoppages or lockouts for any cause during the term of this Agreement. All other disputes relative to the interpretation and application of this Agreement shall be processed in accordance with Article 25 of this Agreement.

This shall not include strikes which may be called by the Local Building Trades Council and sanctioned by the United Association, such strike and strikes to be only local in character.

It shall not be a violation of this Agreement, and it shall not be cause of discharge or disciplinary action, for an employee to refuse to go through any primary picket line, including a primary picket line of the Union.

ARTICLE 28

DRUG AND ALCOHOL ABUSE:

WISCONSIN PIPE TRADES DRUG AND ALCOHOL POLICY AND PROGRAM: The National Fire Sprinkler Association and Road Sprinkler Fitters Local Union 669 agree to participate fully in the Plumbing and Mechanical Contractors and Pipe Trades of Wisconsin Drug-Free Alliance program effective October 1, 2002. Any discrepancies between the Pipe Trades Program referenced herein and the Program described below shall be resolved by the terms of the Pipe Trades of Wisconsin Drug-Free Alliance program.

The NFSA and Local 669 acknowledge that the use of alcohol and illicit drugs is detrimental to the health and safety of the employees covered by this Article. It is also acknowledged that employees suffering from an alcohol or drug related problem should be afforded the opportunity to remedy their health problem. Therefore, it is hereby agreed by the parties as follows:

1. An employee shall not report for work in a condition unfit for work due to the use of alcohol, drugs, or illegal substances. Being in a condition unfit for work because of the effects of drugs, alcohol or illegal substances that impair work performance while at the jobsite is cause for disciplinary action, up to and including discharge. Employees must meet their responsibility to be fit for duty, ensuring a zero tolerance policy for substance abuse is strictly met.

2. Acceptable Means of Drug Testing. The following are the acceptable means of drug testing. If the General Contractor or owner requires drug or alcohol testing other than that provided herein, the Employer shall immediately notify the union in writing.

2A. If an Employer has "probable cause" to suspect that an employee is unfit for work as described above, the Employer may require the employee to submit to a detection test as outlined in Paragraph 3 through Paragraph 5 to determine whether the employee is in violation of Paragraph 1. "Probable cause" means objective belief based on direct observation by a supervisor or management representative, job foreman, or other employee such that it can be described with particularity, i.e., specific facts. All such facts must be immediately reduced to writing by the supervisor, management official, job foreman, or other employee and provided to the employee and the Union. If a supervisor or management official is not "on site" to observe an employee whose performance is impaired, the job foreman or other employee shall contact the Employer by telephone immediately after the written documentation is completed.

"On site" means the location of the job at which the employee is suspected of being unfit for work.

Any employee operating a company motor vehicle that is involved in a motor vehicle accident during working hours or at any time if such vehicle is owned or leased by the Employer,

or in a work related injury that requires medical attention, may also be required to submit to testing for drugs or alcohol at the discretion of the Employer.

2B. Any contractor may elect to institute unscheduled drug or alcohol testing, provided that it shall be at the contractor's cost and the following conditions are adhered to:

Drug or alcohol testing shall be applicable to all employer non-bargaining unit employees, including company executives and officers.

All name selection shall be done by computer program name generation and all testing shall be done by a federally approved laboratory.

Time spent meeting unscheduled testing requirements shall be paid work time.

2C. Any contractor may elect to institute pre-employment drug testing. The applicant shall receive an amount equal to two (2) hours wages when the applicant is subjected to pre-employment drug testing, provided the applicant does not test positive. It is understood that such payment shall not confer status as an employee on such applicant, unless the contractor actually puts such applicant to work on his payroll.

2D. An employee who leaves the company for a duration of longer than thirty (30) days may be retested.

3. The procedure for detection of alcohol-related impairment shall be the same as used by the State where the worksite is located and presumptive impairment shall be determined by using the State established level for a finding of driving a vehicle while intoxicated. The testing procedure for drug related impairment shall use the EMIT or similar screening test in the first instance. If an employee is not able or competent to authorize specimen collection or is in need of medical attention, medical attention shall not be delayed pending specimen collection. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative or positive for these ten drugs or classes of drugs:

	<u>Initial Test Level (ng/ml)</u>
Amphetamines	1000
Barbiturates	50/300
Benzodiazepines	300
Cocaine	300
Methadone	300
Opiates	300/2000
Phencyclidine (PCP)	25
Propoxyphene (Darvon)	300
THC (marijuana and cannabinoids)	50
Methaqualones (Quaaludes)	300

The results of the test must be confirmed by the gas chromatography/mass spectrometry method. The failure to confirm the initial finding by GC/MS shall nullify the initial screening. The types of drugs listed above are not the exclusive set of drugs for the detection of which analysis may be conducted, provided the parties are in agreement as to applicable procedures and standards for drugs not enumerated above.

4. The testing shall be conducted by a laboratory certified to perform such tests by the United States Department of Health and Human Services or any other laboratory designated by agreement of the parties. The collection of the samples shall conform to the current procedures established by HHS.

5. After any sample is collected pursuant to the provisions of this Article, the employee shall have the right to be given a portion of the sample collected for his/her own analysis. Said portion shall be clearly identified and sealed. The Employer shall also provide the employee and Union representative with a listing of the three (3) closest laboratories or testing agencies which comply with the HHS Guidelines cited above. In the event the District Business Agent is not available to be "on site" within one hour, the Union shall designate a temporary, alternate Union representative. The employee shall have the right to independent analysis at these approved facilities. Any report on the contents of the sample must contain a signed attestation that the seal was intact upon submission to the testing facility.

6. Possession or sale of illegal drugs or other illegal substances at the worksite shall constitute independent grounds for discharge without regard to "probable cause" of unfitness for work or adverse effect upon work performance.

7. All records pertaining to investigation and assessment of an employee shall be maintained in the Employer's possession in accordance with all laws.

8. The only permissible testing by the Employer shall be that set forth in Paragraph 2 through Paragraph 5 and to comply with the requirements of the general contractor, owner, or law. There shall be no random testing, no use of electronic detection devices, use of search dogs, searches of persons or vehicles or other practices not specifically mentioned in this Article. At the option of the employee or the Union, any employee tested through procedures materially different than those set forth above shall have the right, at the Employer's cost, to be tested pursuant to procedures set forth in Paragraph 2 through Paragraph 5 and no discipline may be imposed until unfitness for work is established pursuant to Paragraph 2 through Paragraph 5.

9. This Article shall not bar any subsequent modifications of the standards and tests promulgated by the Joint Apprenticeship Training Committee nor testing of applicants for the Joint Apprenticeship Program pursuant to procedures adopted by the Joint Apprenticeship Training Committee.

10. The following employee rights shall be provided:

(a) Before requesting an employee to undergo drug or alcohol testing, the employer shall provide the employee with a form on which to acknowledge that the employee has seen the drug and alcohol testing policy;

(b) If an employee tests positive for drug or alcohol use, the employee shall be given written notice of the right to explain the positive test and indicate any over-the-counter or prescription medication that the employee is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test;

(c) Within three (3) days after notice of a positive initial drug or alcohol test result the employee may submit information to the employer, in addition to any information already submitted under paragraph (B), to explain the result;

(d) An employee who tests positive will have four (4) working days following the date on which the employee is notified of the test result to advise the employer, in writing of the employee's desire to request a retest at the employee's expense, unless a retest is negative in which case it shall be at the employer's expense.

(e) Employees may grieve actions for discipline under the Collective Bargaining Agreement.

ARTICLE 29

DURATION AND REOPENING OF AGREEMENT: This Agreement shall be effective April 1, 2013 to March 31, 2016.

ARTICLE 30

PROVISIONS FOR RENEWAL OF AGREEMENT: Sixty (60) days prior to April 1, 2016, written notice may be given by either party requesting a conference to prepare such alterations or amendments as may be agreed to. Failing to give such written notice, this Agreement remains in force from year to year, until written notice of sixty (60) days prior to April 1 is served. Written notice shall be sent by certified mail to the National Fire Sprinkler Association, Inc. and to the Local Union at its National Office.

ARTICLE 31

SAVINGS CLAUSE: In accordance with the intent and agreement of the parties, the provisions of this Collective Bargaining Agreement shall be interpreted and construed in a manner which is consistent with all applicable Federal and State laws. In the event, however, that any article or provision to this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial, or administrative branch of the Federal or any State government, the Employer and the Union shall suspend the operation of such article or provision during the period of its invalidity and shall substitute, by mutual consent in its place and stead, an article or provision which will meet the objections to its validity and which will be in accord with the intent and purposes of the article or provision in question.

If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law or by any of the above-mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative and unenforceable shall not be affected thereby.

FOR THE UNION:

John D. Bodine, Sr.
Shawn Broadrick
James E. Tucker
Jeffrey B. Shadrock, Jr.
Leo F. Walsh, III
Scott A. Paczesniak
Gregory D. Adams
Robert J. Cooper, Jr.
Brian E. Fisher
Darrin A. Parsons
William R. Puhalla
James L. Shumberger, Jr.

FOR THE ASSOCIATION:

Jon Ackley
Ted Angelo
Steve Comunale
Marty Corcoran
David Dixon
Keith Fielding
Kamran Malek
Aus Marburger
Andy McCleery
Bill Meyer
Jim Paben
Gene Postma
Mark Tate
Steve Ulmer
Gary Willms
Fred Barall
Jim Lynch
Carla Gunther

ADDENDUM A
to the
AGREEMENT BETWEEN
NATIONAL FIRE SPRINKLER ASSOCIATION, INC.
and
ROAD SPRINKLER FITTERS LOCAL UNION NO. 669, COLUMBIA, MARYLAND
OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES & CANADA

The following is the jurisdiction of work of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada:

All piping for plumbing, water, waste, floor drains, drain grates, supply, leader soil pipe, grease traps, sewage and vent lines.

All piping for water filters, water softeners, water meters and the setting of same.

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, and the handling and setting of the above-mentioned equipment.

All water services from mains to buildings, including water meters and water meter foundations.

All water mains from whatever source including branches and fire hydrants, etc.

All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc.

All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and washrooms, shower stalls, etc.

All bathroom, toilet room and shower room accessories, i.e., as towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.

All lawn sprinkler work including piping, fittings, and lawn sprinkler heads.

All sheet lead lining for X-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipe fitting industry.

All fire stand pipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories, and all piping for sprinkler work of every description.

All block tin coils, carbonic gas piping, for soda fountains and bars, etc.

All piping for railing work, and racks of every description, whether screwed or welded.

All piping for pneumatic vacuum cleaning systems of every description.

All piping for hydraulic, vacuum, air, water, steam, oil, or gas, used in connection with railway cars, railway motor cars and railway express locomotives.

All marine piping, and all piping used in connection with ship building and ship yards.

All power plant piping of every description.

The handling, assembling, and erecting of all economizers, super-heaters, regardless of the mode or method of making joints, hangers, and erection of same.

All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs, and water grates, boiler compound equipment, etc.

All soot blowers and soot collecting piping systems.

The setting, erecting, and piping, for all smoke consuming and smoke washing and regulating devices.

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.

The setting and 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.

All piping for artificial gases, natural gases, and holders of equipment for same, chemicals, minerals and by-products for refining of same, for any and all purposes.

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 stokers, etc.

All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.

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.

The setting, erecting and piping of all cooling units, pumps, reclaiming systems, and appurtenances in connection with transformers, and piping to switches of every description.

All fire extinguishing systems, and piping, whether by water, steam, gas or chemical, fire alarm piping and control tubing, etc.

All piping for sterilizing, chemical treatment, deodorizing, and all cleaning systems of every description and laundries of all purposes.

All piping for oil, or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.

All piping for power, or heating purposes, either by water, air, steam, gas, oil, chemicals, or any other method.

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.

All pneumatic tube work, and all piping for carrying systems by vacuum, compressed air, steam, water, or any other method.

All piping to stoves, fire grates, blast and heating furnaces, ovens, driers, heaters, oil burners, stokers and boilers and cooking utensils, etc., of every description.

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, aeration basins.

All process piping for refining, manufacturing, industrial, and shipping purposes, of every character and description.

All air piping of every description.

All temporary piping of every description in connection with building and construction work, excavating and underground construction.

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.

The handling and setting of boilers, setting of fronts, setting of soot blowers and attaching of all boiler trimmings.

All pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts, and water lines and booster stations of every description.

All acetylene and arc welding, brazing, lead burning, soldering and wiped joints, caulked joints, rolled joints, or any other mode or method of making joints in connection with the pipe fitting industry.

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

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

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

The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipe fitting industry.

The operation, maintenance, repairing, servicing and dismantling of all work installed by journeymen members of the United Association.

All piping 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 purposes.

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

ADDENDUM B
to the
AGREEMENT BETWEEN
NATIONAL FIRE SPRINKLER ASSOCIATION, INC.

and
ROAD SPRINKLER FITTERS LOCAL UNION NO. 669, COLUMBIA, MARYLAND
OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES & CANADA

MEMBER AND LOCAL UNION RESPONSIBILITIES:

To ensure the **UA Standard for Excellence** platform meets and maintains its goals, the Local Union Business Manager, in partnership with his implementation team, including shop stewards and the local membership, shall ensure all members:

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

EMPLOYER AND MANAGEMENT RESPONSIBILITIES:

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

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

PROBLEM RESOLUTION THROUGH THE UA STANDARD FOR EXCELLENCE POLICY:

Under the **UA Standard for Excellence** it is understood, that members through the local union, and management through the signatory contractors, have duties and are accountable in achieving successful resolutions.

MEMBER AND LOCAL UNION RESPONSIBILITIES:

- The Local Union and the Steward will work with members to correct and solve problems related to job performance.

- Job Stewards shall be provided with steward training and receive specialized training with regard to the **UA Standard for Excellence**.
- Regular meetings will be held where the job steward along with UA Supervision will communicate with the management team regarding job progress, work schedules, and other issues affecting work processes.
- The Job Steward shall communicate with the members about issues affecting work progress.
- The Business Manager or his delegate will conduct regularly scheduled meetings to discuss and resolve issues affecting compliance of the **UA Standard for Excellence** policy.
- The Steward and management will attempt to correct such problems with individual members in the workplace.
- Individual members not complying with membership responsibility shall be brought before the Local Union Executive Board, which will address such members' failure to meet their obligation to the local and the UA, up to and including filing charges. The Local Union's role is to use all available means to correct the compliance problem.

EMPLOYER AND MANAGEMENT RESPONSIBILITIES:

- Regular meetings will be held where the management team and UA Supervision will communicate with the Job Steward regarding job progress, work schedules, and other issues affecting the work process.
- Management will address concerns brought forth by the Steward or UA Supervision in a professional and timely manner.
- A course of action shall be established to allow the job Steward and/or UA Supervision to communicate with higher levels of management in the event there is a breakdown with the responsible manager.
- In the event that the employee is unwilling or unable to make the necessary changes, management must make the decision whether the employee is detrimental to the **UA Standard for Excellence** platform and make a decision regarding his further employment.

ADDITIONAL JOINTLY SUPPORTED METHODS OF PROBLEM RESOLUTION:

- In the event an issue is irresolvable at this level, the Local or the Contractor may call for contractually established Labor Management meeting to resolve the issues.
- Weekly job progress meetings should be conducted with Job Stewards, UA Supervision and Management.
- The Local or the Contractor may involve the customer when their input is prudent in finding a solution.
- Foremen, General Foremen, Superintendents and other management should be educated and certified as leaders in the **UA Standard for Excellence** policy.

ADDENDUM C
to the
AGREEMENT BETWEEN
NATIONAL FIRE SPRINKLER ASSOCIATION, INC.
and

ROAD SPRINKLER FITTERS LOCAL UNION NO. 669, COLUMBIA, MARYLAND
OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES & CANADA

PRESERVATION OF BARGAINING UNIT WORK:

In order to protect and preserve for the employees covered by this Agreement all work historically and traditionally performed by them, and in order to prevent any device or subterfuge to avoid the protection or preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any work of the type covered by this Agreement as a single or joint Employer (which shall be interpreted pursuant to applicable NLRB and judicial principles) within the trade and territorial jurisdiction of Local 669, under its own name or under the name of another, as a corporation, sole proprietorship, partnership, or any other business entity including a joint venture, wherein the Employer (including its officers, directors, owners, partners or stockholders) exercises either directly or indirectly (such as through family members) controlling or majority ownership, management or control over such other entity, the wage and fringe benefit terms and conditions of this Agreement shall be applicable to all such work performed on or after the effective date of this Agreement. The question of single Employer status shall be determined under applicable NLRB and judicial principles, i.e., whether there exists between the two companies an arm's length relationship as found among unintegrated companies and/or whether overall control over critical matters exists at the policy level. The parties hereby incorporate the standard adopted by the Court in Operating Engineers Local 627 v. NLRB, 518 F.2d 1040 (D.C. Cir. 1975) and affirmed by the Supreme Court, 425 U.S. 800 (1976), as controlling. A joint employer, under NLRB and judicial principles, is two independent legal entities that share, codetermine, or meaningfully affect labor relations matters.

Should the Employer establish or maintain such other entity within the meaning of the preceding paragraph, the Employer is under an affirmative obligation to notify the Union of the existence and nature of and work performed by such entity and the nature and extent of its relationship to the signatory Employer. The supplying of false, misleading, or incomplete information (in response to a request by the Union) shall not constitute compliance with this section. The Union shall not unreasonably delay the filing of a grievance under this Article.

In the event that the Union files, or in the past has filed, a grievance under Article 3 of this or a prior national agreement, and the grievance was not sustained, the Union may proceed under the following procedures with respect to the contractor(s) involved in the grievance:

Should the Employer establish or maintain operations that are not signatory to this Agreement, under its own name or another or through another related business entity to

perform work of the type covered by this Agreement within the Union's territorial jurisdiction, the terms and conditions of this Agreement shall become applicable to and binding upon such operations at such time as a majority of employees of the entity (as determined on a state-by-state, regional or facility-by-facility basis consistent with NLRB unit determination standards) designates the Union as their exclusive bargaining representative on the basis of their uncoerced execution of authorization cards, pursuant to applicable NLRB standards, or in the event of a good faith dispute over the validity of the authorization cards, pursuant to a secret ballot election under the supervision of a private independent third party to be designated by the Union and the NFSA within thirty (30) days of ratification of this Agreement. The Employer and the Union agree not to coerce employees or to otherwise interfere with employees in their decision whether or not to sign an authorization card and/or to vote in a third party election.

Particular disputes arising under the foregoing paragraphs shall be heard by one of four persons to be selected by the parties (alternatively depending upon their availability) as a Special Arbitrator. The Arbitrator shall have the authority to order the Employer to provide appropriate and relevant information in compliance with this clause. The Special Arbitrator shall also have authority to confirm that the Union has obtained an authorization card majority as provided in the preceding paragraph.

Because the practice of double-breasting is a source of strife in the sprinkler industry that endangers mutual efforts to expand market share for union members and union employers, it is the intention of the parties hereto that this clause be enforced to the fullest extent permitted by law.

Except as specifically provided above, it is not intended that this Article be the exclusive source of rights or remedies which the parties may have under State or Federal Laws.

**APPRENTICESHIP STANDARDS BETWEEN
ROAD SPRINKLER FITTERS LOCAL UNION NO. 669 OF THE
UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES
OF THE UNITED STATES AND CANADA
and
NATIONAL FIRE SPRINKLER ASSOCIATION, INC.**

These Apprenticeship Standards approved this 20th day of July, 2006, and effective April 1, 2007 constitute a revision of the original Apprenticeship Standards registered by the Office of Apprentice Training, Employer and Labor Services of the Department of Labor in 1953 and revisions thereof. By registering these training standards, the Office of Apprentice Training, Employer and Labor Services certifies that they conform to labor standards necessary to safeguard the welfare of Apprentices. The DOL's general labor standards for Apprentice Programs are set forth in Title 29, Code of Federal Regulation, Part 29.

Local application of these Apprenticeship Standards, in States having State apprenticeship agencies, may require adaptation to meet the standards of apprenticeship in such States.

PREAMBLE

Realizing the great and growing need for qualified, trained mechanics in the Sprinkler Industry in order that proper facilities for fire protection may be provided and correctly and scientifically installed both now and in the future, the National Fire Sprinkler Association, Inc. and Road Local Union No. 669 of the United Association believe we should institute a systematic vocational training of Apprentices to the end that the needs of the Industry for capable mechanics will be met and a proper balance steadily maintained.

These Apprenticeship Standards constitute a revision of the original Apprenticeship Standards registered by the Office of Apprenticeship of the U.S. Department of Labor in 1953 and revisions thereof. By registering these training standards, the Office of Apprenticeship certifies that they conform to labor standards necessary to safeguard the welfare of Apprentices. The U.S. Department of Labor's general labor standards for Apprentice Programs are set forth in Title 29, Code of Federal Regulation (CFR), Part 29.

Local application of these Apprenticeship Standards, in States having State apprenticeship agencies, may require adaptation to meet the standards of apprenticeship in such States.

DEFINITIONS

APPRENTICE (Class 1 through 10) means a person who has agreed to work at and learn Sprinkler Fitting and who is governed by a written agreement that has been approved by the Joint Apprenticeship and Training Committee and registered with the Office of Apprenticeship.

APPRENTICESHIP AGREEMENT means the written Apprenticeship Agreement between the Apprentice and the Joint Apprenticeship and Training Committee acting as the Employer's agent in which the terms and conditions of Apprenticeship are set forth. Each Agreement shall contain a clause which makes these standards a part of such Agreement. Some state apprenticeship agencies may require the use of their own apprenticeship agreement forms.

ASSOCIATION means the National Fire Sprinkler Association, Inc.

CERTIFICATE OF COMPLETION OF APPRENTICESHIP means the Certificate issued by the Registration Agency to those registered apprentices certified and documented as successfully completing the apprentice training requirements outlined in these Standards of Apprenticeship.

COLLECTIVE BARGAINING AGREEMENT means the negotiated agreement between the Road Sprinkler Fitters Local Union No. 669 and the signatory employers represented by the National Fire Sprinkler Association, Inc. that sets forth the terms and conditions of employment.

COMMITTEE means the Joint Apprenticeship and Training Committee.

EMPLOYER means the contractor who employs the Apprentice and who must show, to the Committee's satisfaction, that it can meet the following minimum qualifications:

- (a) Be financially responsible and current in Fringe Benefit Payments.
- (b) Have the necessary facilities to assure effective training.
- (c) Employ Local 669 Journeyman in accordance with the existing Journeyman-Apprentice ratio.
- (d) Agree to adhere to the program as set up by the Committee.
- (e) Be signatory to the Local 669 Joint Apprenticeship Program Affirmative Action Plan and Selection Procedures.

JOURNEYPERSON means a recognized level of competency as recognized within the industry;

or

An individual who has documented sufficient skills and knowledge of a trade, craft or occupation, either through formal apprenticeship or through practical on-the-job experience, and formal training. This individual is recognized by his/her employer as being fully qualified to perform the work of the trade, craft or occupation.

O*NET-SOC CODE means the Occupational Information Network (O*NET) codes and titles are based on the new Standard Occupational Classification (SOC) system mandated by the federal Office of Management and Budget for use in collecting statistical information on occupations. The O*NET classification, which replaces the DOT, uses an 8-digit O*NET-SOC code. Use of the SOC classification as a basis for the O*NET codes ensures that O*NET information can be readily linked to labor market information such as occupational employment and wage data at the national, State and local levels.

ON-THE-JOB LEARNING (OJL) means the tasks learned on the job in which the apprentice must become proficient before a completion certificate is awarded. The learning must be through structured, supervised work experience.

PROGRAM SPONSOR means the Joint Apprenticeship and Training Committee (JATC).

REGISTRATION AGENCY means the United States Department of Labor, Office of Apprenticeship.

RELATED INSTRUCTION means an organized and systematic form of instruction designed to provide the apprentice with knowledge of the theoretical and technical subjects related to his/her occupation.

STANDARDS OF APPRENTICESHIP or STANDARDS means this entire document, including these definitions, all appendices and attachments to this document, and any future modifications or additions approved by the Registration Agency.

SUPERVISOR OF APPRENTICE(S) means an individual designated by the program sponsor to supervise or have charge and direction of an apprentice.

UNION means the Road Sprinkler Fitters Local Union No. 669 of the United Association.

SECTION I. - PROGRAM ADMINISTRATION

Structure of the Joint Apprenticeship and Training Committee

(a) The Joint Apprenticeship and Training Committee (the "Committee") shall be comprised of eight (8) members of equal representation from the National Fire Sprinkler Association, Inc. and Road Sprinkler Fitters Local Union 669 of the United Association.

(b) From this Committee shall be chosen a Chairman and Secretary. When the Chairman represents the Association, the Secretary shall be from the Union and/or vice versa. The length of the term of office shall be one (1) year.

(c) The Business Manager of Local Union No. 669 and the President of the National Fire Sprinkler Association, Inc. shall be ex-officio members of the Joint Apprenticeship and Training Committee.

(d) Technical Assistance—such as that from the U.S. Department of Labor, Office of Apprenticeship, State Apprenticeship Agencies, and vocational schools — may be requested to advise the Committee.

Administrative Procedures

(a) The voting strength of the Committee shall be equally divided between the Association and the Union representatives. The division of the vote among such groups shall be determined by the number of members of each group.

(b) The Chairman and the Secretary shall retain the right of voice and vote on all matters coming before the Committee.

(c) The Committee shall meet at least three (3) times per year. The date, time and place of the meeting shall be determined by the Committee. The Chairman or any four (4) members of the Committee have the authority to call and establish the date of special meetings.

(d) Four (4) members of the Committee shall be deemed necessary to establish a quorum for an official meeting of the Committee, two (2) representing each group. No meeting of the Committee shall be considered official unless both groups are represented.

(e) The Committee shall establish such additional rules and regulations governing its administrative procedures as are required.

Responsibilities of the Joint Apprenticeship and Training Committee

(a) To determine the need for Apprentices.

(b) To determine the adequacy of an Employer to give proper training.

(c) To place Apprentices under written Apprenticeship Agreements.

(d) To establish minimum standards of education and experience required of Apprentices.

(e) To approve Apprenticeship Agreements and to submit these Agreements for registration to the Registration Agency.

(f) To determine the quality and quantity of experience on the job which Apprentices must have and to be reasonably responsible for their obtaining it.

(g) To hear and adjust all complaints of violation of Apprenticeship Agreements.

(h) To arrange tests for determining the Apprentices' progress in manipulative skill and technical knowledge (technical knowledge to be obtained from written reports, manipulative skill to be determined by Employer's reports).

(i) To maintain a record of each Apprentice, for at least five (5) years, showing education, experience and progress in learning the trade.

(j) To make an annual report covering the work of the Joint Apprenticeship and Training Committee to the Employer, the Union, and the Registration Agency.

(k) To notify the Registration Agency of all terminations or cancellations of Agreements.

(l) Upon satisfactory completion of the term of the Apprenticeship the Committee shall recommend to the Registration Agency that a Certificate of Completion be awarded.

(m) To be responsible in general for the successful operation of these Standards by performing the duties here listed, by cooperating with public and private agencies which can be of assistance, by obtaining publicity, in order to develop the support of the public in Apprenticeship and by keeping in constant touch with all parties concerned - Apprentices, Employers and Journeyperson(s). To cooperate with the National Fire Sprinkler Association and Road Sprinkler Fitters Local Union 669 in carrying out the provisions of Collective Bargaining Agreement.

(n) To carry out policies and procedures as directed by the Board of Trustees.

(o) Expenses incurred by the Committee in carrying out the provisions of these Standards shall be paid by the National Automatic Sprinkler Industry Local Union 669 Education Fund. No extraordinary expenses shall be incurred by the Committee without prior approval of the Association and the Union.

SECTION II. - EQUAL OPPORTUNITY PLEDGE - Title 29 CFR 29.5(b) (20) and 30.3(b)

The recruitment, selection, employment and training of Apprentices shall be without discrimination because of race, color, religion, national origin or sex. The Employer will take affirmative action to provide equal opportunity in apprenticeship and will operate the Apprenticeship Program as required under Title 29 of the Code of Federal Regulations (CFR), Part 30, as amended. The affirmative action program, with required implementation, for the selection of Apprentices shall be the one prepared by the Committee.

SECTION III. - AFFIRMATIVE ACTION PLAN - Title 29 CFR 29.5(b) and 30.4

The Committee will adopt an Affirmative Action Plan and Selection Procedures as required under Title 29, CFR Part 30. It will be attached as Appendix C.

SECTION IV. - QUALIFICATIONS FOR APPRENTICESHIP - Title 29 CFR 29.5(b) (10)

Qualifications for apprenticeship will be in accordance with the procedures made a part of these Standards (Appendix D).

SECTION V. - SELECTION OF APPRENTICES - Title 29 CFR 30.5

Selection into the apprenticeship program will be in accordance with the selection procedures made a part of these Standards (Appendix D).

SECTION VI. - APPRENTICESHIP AGREEMENT - Title 29 CFR 29.5(b) (11)

The Apprentice shall sign an Apprenticeship Agreement (Appendix B) with the Committee. This Agreement shall be registered with the Registration Agency. Every Apprenticeship Agreement entered into under these Standards shall contain the provision making terms and conditions of the Standards a part of the Apprenticeship Agreement. The following shall receive copies of the Apprenticeship Agreement:

- (a) The Employer
- (b) The Joint Apprenticeship and Training Committee
- (c) The Office of Apprenticeship
- (d) The Apprentice

Parties to the Apprenticeship Agreement may consult with the Registration Agency for an interpretation of any provision of the Standards over which differences occur.

SECTION VII. - RATIO OF APPRENTICES TO JOURNEYPERSON - Title 29 CFR 29.5(b) (7)

The ratio of Apprentices to Journeyperson shall be in accordance with the ratio established under the Collective Bargaining Agreement and contained in Appendix A.

SECTION VIII. - TERM OF APPRENTICESHIP - Title 29 CFR 29.5(b) (2)

The term of Apprenticeship shall consist of five (5) years. The Apprentice shall serve and complete the Apprenticeship with the Employer to whom apprenticed except as herein provided.

SECTION IX. - PROBATIONARY PERIOD - Title 29 CFR 29.5 (b) (8), (b)(19)

The first six (6) months of employment after the signing of the Apprenticeship Agreement shall be the probationary period. The Apprenticeship Agreement may be terminated during the probationary period or extended probationary period, if one is imposed, by either party without stated cause.

Before the end of the probationary period, the Committee shall make a thorough review of the Apprentice's ability, attitude and development. Any Apprentice found to be unsatisfactory shall be retained on probation an additional sixty (60) days and re-eval-

uated. An Apprentice found to be inadequate on re-evaluation shall be dropped from the Program. An Apprentice who satisfactorily completes the probationary period will be considered a Class 2 Apprentice, initiated into Local Union No. 669 as a Building Trades Apprentice and enrolled in the Related Training Program.

After the probationary period, the Apprenticeship Agreement may be canceled at the request of the Apprentice or may be suspended, canceled, or terminated by the Committee for good cause. Such removal by the Committee shall cancel the classification of the Apprentice and the opportunity to complete the training. The Registration Agency shall be notified of such cancellations.

SECTION X. - HOURS OF WORK

The hours of work for Apprentices and conditions associated therewith shall be in accordance with the present and subsequent labor agreement in effect.

SECTION XI. - APPRENTICE WAGE PROGRESSION - Title 29 CFR 29.5(b) (5)

Apprentices will be paid a progressively increasing schedule of wages during their apprenticeship based on the acquisition of increased skill and competence on the job and in related instruction. Before an apprentice is advanced to the next segment of training or to Journeyman status, the Committee will evaluate all progress to determine whether advancement has been earned by satisfactory performance in their OJL and in related instruction courses. In determining whether satisfactory progress has been made, the Committee will be guided by the work experience and related instruction records and reports. The progressive wage schedule will be an increasing percentage of the Journeyman wage rate as established in the Collective Bargaining Agreement. The percentages that will be applied to the applicable Journeyman rate are shown on the attached Work Processes and Related Instruction Outline (Appendix A). In no case will the starting wages of apprentices be less than that required by any minimum wage law which may be applicable.

SECTION XII. - CREDIT FOR PREVIOUS EXPERIENCE - Title 29 CFR 29.5 (b) (12) and 30.4(c) (8)

A candidate for Apprenticeship with previous experience in, or related to, the trade can request that such experience be evaluated by the Committee. This request should be made at the time of application. Where such experience warrants it, the Committee will place the Apprentice in the appropriate wage period, and such advanced credit shall be subject to review prior to the Apprentice's next advancement.

SECTION XIII. - WORK EXPERIENCE - Title 29 CFR 29.5(b) (3) and 30.8

(a) The Apprentice shall be given such instruction and experience in all branches of the trade, as is necessary to develop a practical and skilled mechanic. The Apprentice shall also be given experience on all new equipment, materials and substitutes that may be installed on the job and also training in safety practices to avoid personal injuries and property damage.

(b) The Committee shall undertake to keep the Apprentice at work at the trade continuously, except in case of strike, lockout, sickness or other unavoidable causes, unsatisfactory completion of related training courses, or by action of the Committee. When an Employer discharges an Apprentice, the Employer shall immediately notify the Committee in writing, giving the name of the Apprentice and the reason for discharge. Disposition of such an Apprentice shall be made by the Committee within sixty (60) days of receipt of notice of discharge. In case of dissatisfaction between the Employer and the Apprentice, either party has the right and privilege of appeal to the Committee for such action and adjustment of such matters as come within the Standards.

(c) Except as provided in Article 16 in the Agreement between the National Fire Sprinkler Association, Inc. and Local Union 669 when an Apprentice is temporarily laid off because of business conditions, the Apprentice shall be reinstated before any additional Apprentices are employed. It is agreed that any Apprentice, who is laid off due to the return from military or from naval service of an Apprentice who has priority rights, shall be given the first opportunity available in any shop to complete the Apprenticeship. An Apprentice, suspended for any reason, when reinstated shall complete the work set up in the training schedule before the work of the next period may be started.

(d) When an Apprentice is laid off due to lack of work the Employer shall give as much advance notice of said layoff as possible to the Director of Apprenticeship.

(e) When an Apprentice is terminated from employment the Apprentice shall immediately notify the Director of Apprenticeship.

SECTION XIV. - RELATED INSTRUCTION - Title 29 CFR 29.5(b) (4)

Each Apprentice shall be required to participate in the correspondence study program devoted to subjects related to the trade which has been developed by the Committee. Hours of related training shall be no less than 144 hours per year. Class 1-4 Apprentices will be provided with broad general knowledge. The training of Class 5-10 Apprentices will be concentrated on the specific skills required of the sprinkler trade mechanic. Apprentices will not be paid for time devoted to related instruction.

Any apprentice who fails to complete any of the related instruction classes upon schedule, unless officially excused, will be required to complete all course work missed before being advanced to the next period of training. Where an apprentice fails, without due cause, to fulfill his or her obligations regarding related instruction or on the job learning, the Committee will take appropriate disciplinary action and may suspend or terminate the Apprenticeship Agreement after due notice to the apprentice and opportunity for corrective action.

SECTION XV. - SAFETY AND HEALTH TRAINING - Title 29 CFR 29.5(b) (9)

The Employer shall instruct the Apprentice in safe and healthful work practices and shall ensure that the Apprentice is trained in facilities and other environments that are in

compliance with either the Occupational Safety and Health Standards promulgated by the Secretary of Labor under Public Law 91-596, dated December 29, 1970, and subsequent amendments to that law, or State standards that have been found to be at least as effective as the Federal standards.

SECTION XVI. - SUPERVISION OF APPRENTICES - Title 29 CFR 29.5(b) (14)

(a) During the entire term of Apprenticeship, the Apprentices shall be under the jurisdiction and control of the Joint Apprenticeship and Training Committee, and the Committee shall have the authority to protect their welfare and also to instruct, direct and discipline at all times.

(b) Each Employer who employs Apprentices in accordance with these Standards shall, with the advice and assistance of the Committee, be responsible for each Apprentice's work experience on the job and the recording of same on the record form adopted for this purpose. It shall be the Employer's duty to see that this form is complete in every detail and forwarded to the Committee at the proper time for the Committee's information and record.

(c) The Committee may request interested agencies or organizations to designate a person or persons to serve as consultants. Consultants will be asked to participate without vote in conference on special problems relating to Apprenticeship Training which affect the agencies they represent. If any fees are to be paid to consultants, approval must be obtained in advance from the National Fire Sprinkler Association, Inc. and Local Union No. 669.

SECTION XVII. - RECORDS AND EXAMINATIONS - Title 29 CFR 29.5(b) (6)

It will be the duty of the Employer and the instructor to make periodic reports on the progress of each Apprentice. The Committee shall keep a record of the progress of each Apprentice, and reports from the Employer as well as the instructor shall be scrutinized semi-annually. If the Committee is satisfied with the progress being made by the Apprentice, a notice will be forwarded to the Employer which will advance the Apprentice to the next period. These reports must show if the agreed conditions are being fulfilled by both parties to this contract, whether the Apprentices are being held back or if they are to advance in different processes of the trade, and if Apprentices are negligent and incapable of becoming competent workers. In cases of failure on the part of the Apprentice to fulfill obligations as to schooling, diligence or application to the work, or conduct, the Agreement may be suspended or revoked and the Employer hereby agrees to carry out the instructions of the Committee in this responsibility. The Apprentice hereby agrees to abide by any such determination of the Committee.

The Committee may also discipline an Apprentice by postponing advancement from one period of training to the next or by temporarily removing the Apprentice from the job, causing loss of employment.

Before invoking any disciplinary action, the Committee must notify the Apprentice by certified mail. If the Apprentice fails to show satisfactory cause for on-the-job actions or fails

to correct Related Instruction delinquencies within the specified time, disciplinary action may be invoked.

SECTION XVIII. - MAINTENANCE OF RECORDS - Title 29 CFR 29.5(b) (22)

The Committee will maintain for a period of five (5) years from the date of last action all records relating to apprentice applications (whether selected or not), the employment and training of Apprentices, and any other information relevant to the operation of the program. This includes, but is not limited to, records on the recruitment, application, and selection of Apprentices, and records on the Apprentice's job assignments, promotions, demotions, layoffs, terminations, rate of pay, or other forms of compensation, hours of work and training, evaluations, and other relevant data. The records will permit identification of minority and female (minority and non-minority) participants. These records will be made available on request to the Registration Agency.

SECTION XIX. - CERTIFICATE OF COMPLETION OF APPRENTICESHIP - Title 29 CFR 29.5(b) (15)

Upon the successful completion of the terms of Apprenticeship under these Standards, the Apprentice shall be issued a Certificate of Completion of Apprenticeship signed by the officers of the Committee and countersigned by the Office of Apprenticeship Training, Employer and Labor Services and shall be a Journeyman.

SECTION XX. - NOTICE TO REGISTRATION AGENCY - Title 29 CFR 29.5(b) (18)

The Registration Agency will be notified promptly of all new apprentices to be registered, credit granted, suspensions for any reason, reinstatements, extensions, modifications, completions, cancellations, and terminations of Apprenticeship Agreements and causes.

SECTION XXI. - CANCELLATION AND DEREGISTRATION - Title 29 CFR, 29 .5(b) (17)

A program may be deregistered (1) by a voluntary request of the sponsor for cancellation, or (2) by the Office of Apprenticeship Training, Employer and Labor Services, DOL, for reasonable cause. In the latter case, OA will institute formal deregistration proceedings in accordance with the requirement of Title 29 of the Code of Federal Regulations Part 29. Upon deregistration of a program the sponsor must inform in writing each Apprentice within fifteen (15) days, in compliance with Title 29, Part 29.7 of the Code of Federal Regulations.

SECTION XXII. - AMENDMENTS OR MODIFICATIONS - Title 29 CFR 29.5(b) (17)

These Standards have the official approval of the Association and the Union. They are subject to the approval of the Registration Agency.

These Standards may be revised by the parties to the Collective Bargaining Agreement subject to the approval of the Registration Agency. No such modifications or

changes shall affect executed Apprenticeship Agreements without the written consent of all parties to the Agreement. Any such amendment or modification will be submitted to the Committee for approval and will then be submitted to the Registration Agency.

SECTION XXIII. - ADJUSTING DIFFERENCES/COMPLAINT PROCEDURE - Title 29 CFR 29.5(b) (21) and 30(11)

The Committee will have full authority to supervise the enforcement of these Standards. Its decision will be final and binding on the employer, the union, and the apprentice, unless otherwise noted below.

If an applicant or an Apprentice believes an issue exists that adversely affects his/her participation in the apprenticeship program or violates the provisions of the Apprenticeship Agreement or Standards, relief may be sought through one or more of the following avenues, based on the nature of the issue:

Title 29 CFR 29.5 (b) (21)

For issues regarding wages, hours, working conditions, and other issues covered by the Collective Bargaining Agreement, Apprentices may seek resolution through the applicable Grievance and Arbitration procedures contained in the Articles of the Collective Bargaining Agreement.

The Committee will hear and resolve all complaints of violations concerning the Apprenticeship Agreement, and the registered Apprenticeship Standards, for which written notification is received within fifteen (15) days of violations. The Committee will make such rulings as it deems necessary in each individual case and within thirty (30) days of receiving the written notification. Either party to the Apprenticeship Agreement may consult with the Registration Agency for an interpretation of any provision of these Standards over which differences occur. The name and address of the appropriate authority to receive, process and make disposition of complaints is: The Director of Training, Local 669 Joint Apprenticeship and Training Committee, 7050 Oakland Mills Road, Suite 100, Columbia, Maryland 21046.

Title 29 CFR 30.11

Any Apprentice or applicant for apprenticeship who believes that he/she has been discriminated against on the basis of race, color, religion, national origin, or sex, with regard to apprenticeship or that the equal opportunity standards with respect to his/her selection have not been followed in the operation of an apprenticeship program, may personally or through an authorized representative, file a complaint with the Registration Agency or, at the apprentice or applicant's election, with the private review body established by the program sponsor (if applicable).

The complaint will be in writing and will be signed by the complainant. It must include the name, address, and telephone number of the person allegedly discriminated against, the

program sponsor involved, and a brief description of the circumstances of the failure to apply equal opportunity standards.

The complaint must be filed not later than one hundred eighty (180) days from the date of the alleged discrimination or specified failure to follow the equal opportunity standards, and in the case of complaints filed directly with the review body designated by the program sponsor to review such complaints, any referral of such complaint by the complainant to the Registration Agency must occur within the time limitation stated above or thirty (30) days from the final decision of such review body, whichever is later. The time may be extended by the Registration Agency for good cause shown.

Complaints of harassment in the apprenticeship program may be filed and processed under Title 29, CFR, Part 30, and the procedures as set forth above.

The Committee will provide written notice of their complaint procedure to all applicants for apprenticeship and all apprentices.

SECTION XXIV. - COLLECTIVE BARGAINING AGREEMENT

No provisions in these Standards will be construed as permitting violation of any applicable, State or Federal laws or regulations.

Nothing in these Standards will be interpreted as being inconsistent with an existing or subsequent Collective Bargaining Agreement establishing higher standards, or meant to interfere with or abridge management's rights as vested to them under the Collective Bargaining Agreement.

SECTION XXV. - TRANSFER OF TRAINING OBLIGATION - Title 29 CFR 29.5(13)

The Committee may transfer an Apprentice from one employer to another to provide continuous employment and to assure the Apprentice more complete on-the-job learning experience in all aspects of the occupation.

Where it is found impossible for one Employer to provide the diversity of experience necessary to give the Apprentice all-around training in the trade, the Committee may transfer the Apprentice temporarily or permanently, to another Employer, in which case the Employer to whom the Apprentice is assigned will assume all obligations of the original Employer, but in no case shall an Apprentice be transferred to a shop where there is a labor dispute.

SECTION XXVI. - RESPONSIBILITIES OF THE APPRENTICE

The Apprentice shall:

(a) Perform diligently and faithfully the work of the trade, and perform such other pertinent duties as may be assigned in accordance with the provisions of the registered Standards.

(b) Respect the property of the Employer and abide by the working rules and regulations of the Employer, the Local Union, and the Committee.

(c) Complete satisfactorily the required instruction in subjects related to the trade, as provided under these registered Standards.

d) Maintain such records of on-the-job training and related instruction as may be required by the Committee.

(e) Develop safe working habits, and work in such manner as to assure their safety and that of other workers.

(f) Conduct him- or herself at all times in a credible, ethical, and moral manner.

SECTION XXVII. - CONSULTANTS/TECHNICAL ASSISTANCE

Technical Assistance such as that from the United States Department of Labor, Office of Apprenticeship, State Apprenticeship Agencies, and vocational schools may be requested to advise the Committee.

The Committee is encouraged to invite representatives from industry, education, business, private and/or public agencies to provide consultation and advice for the successful operation of their training program.

WORK PROCESSES AND RELATED INSTRUCTION OUTLINE

This schedule is attached hereto and made a part of these Revised National Standards of Apprenticeship developed by the National Automatic Sprinkler Industry Local Union 669 Education Fund.

1. TERM OF APPRENTICESHIP

The term of Apprenticeship shall consist of five (5) years, with an OJL attainment of 10,000 OJL Hours supplemented by the required hours of related instruction. The Apprentice shall serve and complete the Apprenticeship with the Employer to whom apprenticed except as herein provided.

2. RATIO OF APPRENTICES TO JOURNEYPERSON

Employers employing Apprentices under the terms and conditions of these Standards shall be allowed one (1) Apprentice for each Journeyperson. No Apprentice may be employed on a job where there are no Journeymen employed.

Each Employer shall report semi-annually on January 1 and July 1 to the Committee the number of Journeyperson and Apprentices working for them.

3. APPRENTICE WAGE SCHEDULE

Apprentices shall be paid a progressively increasing schedule of wages based on a percentage of the current Journeyman wage rate as contained in the Collective Bargaining Agreement. The applicable wage schedule is as follows:

Class 1:	45%	Class 6:	70%
Class 2:	50%	Class 7:	75%
Class 3:	55%	Class 8:	80%
Class 4:	60%	Class 9:	85%
Class 5:	65%	Class 10:	90%

4. SCHEDULE OF WORK EXPERIENCE

The work experience schedule below is to be used as a guide to the various types of work to be performed and the basic skills to be learned.

SKILL AREA **	Rec. Hrs.	Rec.%	Max. Hrs.
(a) Installation Overhead Piping	5,000	50.0	7,000
(b) Installation system controlling valves, Controlling devices & alarms	1,250	12.5	1,750
(c) Installation Underground Piping	1,000	10.0	1,400
(d) Installation System Supply	875	8.75	1,225
(e) Repair & remodeling work	<u>1,875</u>	<u>18.75</u>	<u>2,625</u>
	10,000	100.00	14,000

**To ensure a well rounded Journeyman, an Apprentice is restricted to maximum of 2,500 hours welding. Welding experience may be either in the field or in a fabrication shop.

It is understood and agreed that adoption of the foregoing Apprentice wage structure shall not result in a decrease in the wage rate of any existing Apprentice.

Notwithstanding the percentages above, the total of the wage rate plus any SIS contributions for the Apprentice shall be a minimum of \$7.50 per hour.

Effective upon ratification of this agreement, through March 31, 2016, NASI Health and Welfare contributions shall be made on behalf of Class 1 and 2 Apprentices at Seven Dollars and Forty-Five Cents (\$7.45) per hour for Level 2 coverage. This amount shall include Seven Dollars and Eight Cents (\$7.08) for Level 2 NASI Health and Welfare benefits and Thirty Seven Cents (\$0.37) per hour for RESA.

Effective April 1, 2013, NASI Health and Welfare contributions will be made as required in Article 19 for Class 3 through 10 Apprentices.

Education and Industry Promotion Fund contributions shall be made on behalf of Apprentices as required by Articles 21 and 22 of this Agreement.

Effective April 1, 2013, NASI Pension Fund contributions will be made for all hours worked by all Apprentices except for Class 1 and 2 Apprentices.

Where there is no Journeyman S.I.S. contribution, there shall be no Apprentice S.I.S. contribution.

For Apprentices indentured prior to April 1, 2010, S.I.S. Fund contributions shall be required for all hours worked by Class 1 through 4 Apprentices at the rate of Twenty-Five Cents (\$0.25) per hour in addition to their wages. Class 5 through 10 Apprentices indentured prior to April 1, 2010 shall receive Journeyman S.I.S. contributions.

For Apprentices indentured on or after April 1, 2010 and prior to April 1, 2013, S.I.S. Fund contributions shall be required for all hours worked by Class 1 through 10 at the rate per the JATC S.I.S. chart in addition to their wages.

For Apprentices indentured on or after April 1, 2013, there shall be no S.I.S. Fund contributions required for Class 1 and 2 Apprentices. For Apprentices indentured on or after April 1, 2013, S.I.S. Fund contributions shall be required for all hours worked by Class 3 and 4 Apprentices at the rate of Twenty-Five Cents (\$0.25) per hour in addition to their wages. Class 5 through 10 Apprentices indentured on or after April 1, 2013, where the Journeyman S.I.S. contribution is Two Dollars (\$2.00) or less, the S.I.S. contribution shall be Twenty-Five Cents (\$0.25) per hour worked in addition to wages. Class 5 through 10 Apprentices indentured on or after April 1, 2013, where the Journeyman S.I.S. contribution is greater than Two Dollars (\$2.00), the S.I.S. contribution shall be Fifty Cents (\$0.50) per hour worked in addition to wages.

RATIO OF APPRENTICES TO JOURNEYMEN: Employers employing Apprentices under the terms and conditions of this Article shall be allowed one (1) Apprentice to the first Journeyman and one (1) Apprentice to each Journeyman thereafter. No Apprentice may be employed on a job where there are no Journeymen employed.

Parties to the Apprenticeship Agreement may consult with the Office of Apprenticeship for an interpretation of any provision of the Standards over which differences occur.

5. **SCHEDULE OF RELATED INSTRUCTION**

A brief description of each course in the Sprinkler Fitter Apprentice Training Program is provided here. This list of courses is subject to change as courses are revised and new courses are added. An Apprentice who enters the apprenticeship program with advanced standing may not be required to complete the entire sequence of courses.

FIRST YEAR COURSES:

Job Safety and Health - 8 lessons, final exam; computer graded.

The course includes the textbook *Job Safety and Health for the Piping Industry*, and covers the Occupational Safety and Health Act, safe use of tools, workplace hazards such as falls, fires and radiation, as well as how to protect yourself from these dangers. The course teaches the Apprentices about their right to work in an environment free of recognized hazards and provides information on what to do if that right is in doubt.

Your Heritage and Future in the Pipe Trades - 6 lessons, no final exam; computer graded.

This course is a general introduction into how pipe-trades apprentices move up in their careers. The Apprentice is taught how a contractor obtains jobs, as well as the outlook for future growth of the pipe trades.

Use and Care of Tools - 11 lessons, final exam; computer graded.

The Apprentice is taught safety precautions as well as the care and uses of pipe wrenches, vises, pipe cutters, reamers, power equipment, tools for fabricating tubes, layout and measuring tools, screw-drivers, pliers, hammers, saws, files, punches, chisels, drills and bores, screw threads, ladders, scaffolds, and hoists, are covered.

Basic Drawing for the Sprinkler Fitter - 11 lessons, final exam; instructor graded.

The Apprentice is introduced to blueprint reading, multi-view drawings, size and location dimensioning, scales, sketches and isometric drawings.

SECOND YEAR COURSES:

Introduction to Automatic Sprinklers – 11 lessons, final exam; computer graded.

This course presents the history of sprinkler systems, building preparation, fundamentals of sprinkler installation, testing and flushing, and causes of the failure of sprinkler systems to operate properly. Fire insurance companies and related organizations are discussed.

Reading Automatic Sprinkler Piping Drawings - 11 lessons, final, exam; computer graded.

This course teaches the Apprentice how to read sprinkler-piping drawings, including conventional symbols, and the standard types of drawings used by the sprinkler industry are explained.

Sprinkler Systems Calculations - 16 lessons, 1 mid-course review, final exam; instructor graded.

This course teaches the Apprentice mathematical concepts such as how to use a TI-36x calculator in solving problems of sprinkler system installation.

THIRD YEAR COURSES:

Installation of Sprinkler Systems- 14 lessons, final exam; computer graded.

This course includes the textbook, *Installation of Sprinkler Systems*, by the National Fire Protection Association, and a video. The course instructs the Apprentice on regulations governing design, installation, and testing of systems as well as on piping and related material, sizes, arrangement, and connections to fire department.

The Automatic Sprinkler - 14 lessons, final exam; computer graded.

This course teaches the Apprentice about construction, operation, water distribution, discharge capacities, temperature rating, life, corrosion, and maintenance of automatic sprinklers. In addition, the Apprentice learns about the various types of sprinklers and their uses.

Architectural Working Drawings for Sprinkler Fitters - 11 lessons, final exam; graded by the instructor.

This course teaches the Apprentice how to read working drawings used in the building trades. Various types of drawings are discussed. A major portion of the course is devoted to detailed study of a set of working drawings.

FOURTH YEAR COURSES:

Blueprint Reading for the Sprinkler Fitter - 11 lessons, final exam. Lessons 1 and 2 are graded by the instructor; the remaining lessons are computer graded.

This course teaches the Apprentice simple sketching and reading of isometric drawings, piping and equipment symbols and nomenclature, flow-sheets, orthographic drawings, and construction blueprints. Nine lessons of this course are devoted to the reading of very detailed drawings of a coal-fired electric power plant.

Sprinkler System Water Supply – 11 lessons, final exam; computer graded.

This course teaches the Apprentice about the various types of sprinkler water supply, fire pumps, gravity tanks, pressure tanks, and embankment tanks. Tank foundations, pipe connections, fittings, and heating equipment are described. Information on vertical-shaft turbine pumps, electric and engine valve controls, and diesel engine drives is included.

Types of Fire Protection Systems - 14 lessons, final exam; computer graded.

This course teaches the Apprentice about the similarities and differences among the various types of fire protection, including wet-pipe systems and antifreeze solutions, dry-pipe systems, pre-action systems and deluge systems, systems with non fire-protection connections, combined sprinkler-standpipe systems, foam-water systems, and both high- and low-pressure carbon dioxide systems.

FIFTH YEAR COURSES:

Special Application Sprinkler Systems - 11 lessons, final exam; computer graded.

This is a technical course in which the Apprentice deals specifically with rate-of-rise systems and pilot line actuated systems. Although all aspects of such systems are not considered in this course, the Apprentice should be able to work with any system he or she may encounter.

Hydraulics for the Sprinkler Apprentice - 5 lessons, final exam; computer graded.

This course teaches the Apprentice about pressure, total force, specific gravity, specific density, pressure generation, flow rate, sprinkler system design, pressure losses, and calculated systems.

Sprinkler System Alarms - 5 lessons, final exam; computer graded.

This course teaches the Apprentice about alarm check-valve and retarding chambers; waterflow indicators; alarms for dry-pipe, pre-action, and deluge systems; waterflow switches; water motor alarms; protective signaling systems; fire-sensitive devices; and supervision of sprinkler systems.

Economics of the Sprinkler Industry - 8 lessons, final exam; computer graded.

In this course, the Apprentice reviews the economics of the sprinkler industry. Some of the topics covered are capital, labor, management, the profit motive, cost accounting, overhead, investment, assets, depreciation, income, profit, break-even points, estimating, financing, interest, corporations, and partnerships.

Human Relations - 11 lessons, final exam; computer graded.

This course acquaints the Apprentice with the basics of human behavior in the workplace. Topics covered are the duties and responsibilities of the foreman; planning the work; the foreman's responsibility for training; giving orders, directions, and suggestions properly; keeping records and writing reports; operational costs; other phases of communications; safety; improving work methods and procedures; and getting the job done right.

Technical Reports - 5 lessons, final exam; instructor graded.

This course teaches the Apprentice good practices for recordkeeping and reporting. Through the course, the Apprentice learns why written reports are required, the characteristics of a good report, and how to fill in typical report forms such as accident reports and daily time and material reports.

AFFIRMATIVE ACTION PLAN

SECTION I - PREAMBLE

In order to conform with title 29, Code of Federal Regulations (CFR) Part 30 - Equal Employment Opportunity in Apprenticeship, the Local 669 Joint Apprenticeship and Training Committee, hereinafter referred to as the "JATC", enters this Plan with good faith for the purpose of promoting equality of opportunity into its registered Apprenticeship Program. The JATC seeks to increase the recruitment of qualified women and minorities for possible selection into the Apprenticeship Program in the event females and/or minorities are underutilized in the Apprenticeship Program.

This Plan is a supplement to the Local 669 JATC Apprenticeship Standards. Any changes to the Standards made by the JATC shall become part of this written Plan, once approved by the Office of Apprenticeship, U.S. Department of Labor.

SECTION II - EQUAL EMPLOYMENT OPPORTUNITY PLEDGE

The recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, or sex. The sponsor will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under title 29 of the Code of Federal Regulations part 30.

SECTION III - UTILIZATION AND ANALYSIS, GOALS AND TIMETABLES

In order to allow positive recruitment and full utilization of minorities and women in the apprenticeship program, the JATC pledges to undertake the outreach efforts listed in Section IV. The purpose of the analysis is to determine the minority and women's labor force in the JATC labor market area. Once the labor force is determined, the JATC can determine if deficiencies exist in terms of underutilization of minorities and/or women in the occupations registered with the Registration Agency.

SECTION IV - RECRUITMENT AND OUTREACH

1. Every six months, the Compliance Officer will send to community outreach organizations and facilities which can assist in securing qualified minority and female applicants, throughout the area of the country covered by the Apprenticeship Standards between the Union and the National Fire Sprinkler Association announcements of apprenticeship opportunities and information concerning signatory contractors operating within the outreach organizations geographical area.

2. In addition to the notifications to minority groups and female referral organizations referenced above, the Compliance Officer will semi-annually notify the following:

a. The Office of Apprenticeship and the State Apprenticeship Council (SAC) (if applicable) representatives serving the program.

b. One-Stop Centers

3. The JATC, Compliance Officer, and Contractors may take additional affirmative actions such as participation in workshops for school and employment service counselors, and cooperating and consulting with secondary and vocational administrators on the transition of students from school to apprenticeship openings. The Compliance Officer is to receive written notification of such efforts made by Contractors.

SECTION V - ANNUAL REVIEW OF AFFIRMATIVE ACTION

The JATC Office will make an annual review of its Affirmative Action Plan and its overall effectiveness and institute any revisions or modifications warranted. The review shall analyze (independently and collectively) the affirmative action steps taken by the JATC for evaluating

the positive impact, as well as the adverse impact in the areas of Outreach and Recruitment, Selection Employment and Training. The JATC will work diligently to identify the cause and effect that results from their affirmative action measures. The JATC will continually monitor these processes in order to identify the need for a new affirmative action effort and/or deletion of ineffective existing activity. All changes to the Affirmative Action Plan must be submitted to the Registration Agency for registration. The JATC will continually monitor the participation rates of minorities and women in the apprenticeship program in an effort to identify any type of underutilization. If underutilization exists, corrective action will be immediately implemented.

SPONSOR'S GOALS:

The sponsor agrees to make good faith efforts to attain the goal of selecting n/a % minorities and 8% women during the next year or hiring period. These goals shall not be used to discriminate against any qualified applicant on the basis of race, color, religion, national origin or sex.

QUALIFICATIONS AND SELECTION PROCEDURES

PART A. MINIMUM QUALIFICATIONS

Applicants for Apprenticeship not heretofore connected with the Trade:

- (a) Must be the age of 18 or over.
- (b) Must be a high school graduate or have G.E.D.
- (c) Must be physically capable of performing the essential functions of the apprenticeship program with or without a reasonable accommodation, and without posing a direct threat to the health and safety of the individual or others.

Applicants may be subject to a physical agility or fitness test, or screened for the current illegal use of drugs or both on acceptance into the program and prior to being employed. (Applicants after being selected but before being assigned to an Employer shall undergo a medical examination to establish physical fitness).

- (d) Must have military discharge under other than dishonorable conditions, if applicable, and show evidence of same.

PART B. SELECTION PROCEDURES

SECTION I - DEFINITIONS

Applicant: Any individual who has submitted an Apprenticeship Application.

Applicant Log: A daily log reflecting the name, status, date, and disposition of applications for apprenticeship positions furnished by or submitted to each contractor.

Contractor: Any employing unit which is a contractor member of the National Fire Sprinkler Association or any other employing unit subject to a collective bargaining agreement between United Association Road Sprinkler Fitters Local Union 669 and the National Fire Sprinkler Association and required thereby to make periodic payments to the Education Fund.

Director of Apprenticeship: The agent of the Joint Apprenticeship and Training Committee (JATC) or designated person to perform the duties stated in the Standards of Apprenticeship.

Compliance Officer: The national coordinator of the JATC's outreach and record keeping responsibilities.

Monthly Applicant Report: A monthly report submitted by each contractor to the Compliance Officer detailing the name, date and disposition of applications for apprenticeship positions.

Monthly Activity Report: A monthly report submitted by each contractor to the Director of Apprenticeship describing the on-the-job experience and Related Instruction for each apprentice.

Year Round Enrollment: An application process whereby contractors will accept applications five days a week, except holidays, fifty-two weeks per year, between the hours of 9:00 and 11:30 A.M. and 1:30 and 3:00 P.M. Completed applications received will be kept on file until the contractor determines the need to create a ranked applicant pool for future apprenticeship opportunities.

SECTION II- JATC SELECTION PROCEDURE

1. All contractors participating in the JATC's program of training and education shall utilize year round enrollment as their exclusive means of selecting Class 1 Apprentices.

2. Except as provided in Article 16 of the Collective Bargaining Agreement, effective April 1, 2013, between NFSA and Local 669:

No new Apprentice may be hired when unemployment exceeds two (2) Journeyperson or Apprentices, within 100 miles of the applicant's home residence, or six percent (6%) of the total of Journeyperson and Apprentices, within 100 miles of the applicant's home residence (whichever is greater). For the purposes of determining the actual availability of qualified Journeyperson and Apprentices in a given area, the Union will maintain a list of unemployed Journeymen and Apprentices. Said list shall be updated on a weekly basis and will be made available to the JATC upon request, but shall not be used for any purpose other than the foregoing. The Chairman and Secretary of the Committee will approve or reject applications for new Apprentices based upon the above-referenced list. If unemployment within the District of the applicant's home address exceeds six percent (6%) or ten (10) Journeymen and Apprentices, whichever is greater, the Employer may not hire a new Apprentice for ninety

(90) days after the Committee notifies the Union of the request for an Apprentice, or until the percent no longer exceeds six percent (6%) or ten (10) Journeyperson and Apprentices within the District of the applicant's home address.

At the expiration of ninety (90) days, the Employer may hire three (3) new Apprentices in that District regardless of unemployment and, thereafter, if the six percent (6%) ten (10) Journeyperson/Apprentices unemployment continues, the Employer shall hire one (1) unemployed Journeyperson or Apprentice from the Union's national unemployment list for every new Apprentice hired during that time frame.

At the expiration of ninety (90) days, the Employer may make a second request for apprentices and, if the six percent (6%)/ten (10) Journeyperson/Apprentice unemployment continues, the Employer may, after the expiration of the second ninety (90) day period, hire three (3) new Apprentices in that District regardless of unemployment and, thereafter, if such unemployment continues, the Employer shall hire one (1) unemployed Journeyperson or Apprentice from the Union's National Unemployment List for each new Apprentice hired during that time frame.

Under these requirements, the Employer may hire a maximum of six (6) Apprentices in any calendar year in any District where the six percent (6%)/ten (10) Journeyperson/Apprentice unemployment continues to exist.

Within fifteen (15) calendar days of the hiring of a new Apprentice, any layoff by the Employer within one hundred (100) miles of that Apprentice's home address shall include the new Apprentice.

If the newly employed Apprentice is terminated by the Employer for "just cause" or quits, the Employer shall have the right to replace that apprentice.

For the purposes of determining the actual availability of qualified Journeyperson and Apprentices in a given area, the Union will maintain a list of unemployed Journeyperson and Apprentices. Said list shall be updated on a weekly basis. Said list will be made available to the Committee upon request, but shall not be used for any purpose other than the foregoing. The Chairman and Secretary of the Committee will approve or reject applications for new Apprentices based upon the above-referenced list.

The Director of Apprenticeship will provide a list of Apprentice Applications for approval on Friday of each week (if applicable) to the Chairman and Secretary of the JATC. The Union will respond to the list, received on Friday, the following Monday.

3. Contractors being entitled to and desiring an Apprentice shall make application for said Apprentice to the Committee. The Contractor shall agree that the Apprentice will be worked under such conditions as will result in normal advancement and that the Contractor will cooperate in seeing that the Apprentice does the requisite amount of study and on-the-job training as prescribed by the Committee. The Contractor shall also agree that the Apprentice

will not be employed in a manner that may be considered as unfair to either party to these Standards and, further, the parties agree to maintain their existing procedures and rules, as determined by the Committee, with respect to administration of the Apprenticeship Program. In the event there are Apprentices available who have had their employment terminated by some other member Contractor, such Apprentice will be placed before new Apprentices are hired.

4. Contractors shall maintain an applicant log, showing the status and final disposition of the applicant, copies of which shall be sent on a regular basis to the Compliance Officer.

5. Every person requesting an application shall be recorded on the applicant log and shall be furnished an application package which will include:

a. Apprenticeship Application.

b. Information relating to work in the trade as an apprentice.

c. The Complaint Procedure.

6. Individuals receiving applicant packages shall return to the contractor the completed information, including copies of the applicant's birth certificate, high school diploma or G.E.D. Certificate and Military Discharge (Form DD-214) if applicable, in no more than forty-five (45) days. Any individual, who fails to return the information after forty-five days, shall be noted on the applicant log as being ineligible for consideration at this time.

Any individual who meets the eligibility requirements and who returns a completed package within forty-five (45) days of its receipt shall be considered an applicant and eligible for interview.

7. Interviews shall be conducted at the discretion of the contractor. When there is an existing pool of applicants, no interviews shall be conducted with less than seven days notice, via certified mail, to all eligible applicants. A new ranked list is required including unsuccessful applicants, who will be slotted in wherever their rating score places them for a period of two (2) years, unless the applicant has been removed from the list by their own written request or following failure to respond to an apprenticeship opening. Applicants not placed during the two (2) year period who were on the ranked list will be required to reapply.

8. Notices shall also be sent to applicants who have previously been interviewed and ranked, advising them of the opportunity to re-interview, provided they can demonstrate tangible evidence of activities which have enhanced their qualifications for the job.

9. In the event any applicant fails to respond to said notices, they shall be notified by certified mail and removed from the pool of applicants and notation of such shall be made on the Monthly Applicant Report.

10. Interviews shall be conducted by a committee consisting of at least two individuals.
11. Each interview session shall be scheduled to provide time to adequately cover each interview grading area.
12. The interview committee shall have in its possession for review with regard to each applicant: Application Form, High School Diploma or G.E.D. Certificate, Military Discharge (Form DD-214) if applicable, and proof of birth date.
13. After a brief introduction, the committee will ask questions of the applicant with the purpose of finding out as much as possible about the applicant as an individual and about the applicant's ability to perform in the apprenticeship program.
14. Questions for the interview and for purposes of evaluation will be on topics related to job performance to determine ability to perform job, such as; work experience, education record, mechanical abilities, and motivation.
15. Evaluation must be based on a standard of industry needs, and not by a comparison with other applicants.
16. Adequate records shall be kept including a brief summary of each interview and the conclusions on each of the specific factors, e.g., motivation, ambition, and willingness to accept direction which are part of the total judgment.
17. All applicants must be asked the same questions.

SECTION III - JATC SELECTION

1. The Contractor shall notify, via certified mail, all individuals interviewed of the results of the interview, including their score and ranking. A numerical ranking of 1 shall be the highest ranking, followed by 2, 3, 4, etc.
2. From the individuals interviewed, the contractor shall select in numerical order the applicants sufficient to meet its employment needs.
3. Applicants not selected shall remain on the ranked list for a period of two years, unless removed in accordance with Section II, number 8 or 10 of this procedure.
4. An applicant selected by the contractor for entry into the Apprenticeship Program, shall, be scheduled for an examination and completion of the Medical Form. After the applicant passes the physical examination and drug test, the contractor will forward the documents to the Compliance Officer and retain a copy for the applicant's file.
5. Final approval or rejection of an application submitted by a participating contractor will be made by the Committee which will review the contractor's eligibility for assignment of an apprentice, the applicant's eligibility for entry into the Program and the availability of

journeymen and/or apprentice sprinkler fitters in the applicant's geographical area. If the applicant is accepted for entry into the Program, a Class 1 card will be issued for the new apprentice in care of the sponsoring contractor. If the application is rejected, the contractor and applicant will be notified of the rejection and the reason therefore by certified mail and a return receipt, requested by the Joint Apprenticeship and Training Committee.

6. Veterans who completed military technical training school and participated in a registered apprenticeship program, or completed military technical training school in a recognized apprenticeable occupation, during their military service, may be given direct entry into the apprenticeship program.

The Program Sponsor will evaluate the military training and on-the-job learning experience received for the granting of appropriate credit on the term of apprenticeship and the appropriate wage rate.

Credit will be granted in accordance with that section identified in the Registered Apprenticeship Program Standards as "Credit for Previous Experience". The request for credit will be evaluated and a determination made by the Program Sponsor during the probationary period when actual on-the-job learning and related instruction performance can be examined. Prior to completion of the probationary period, the amount of credit to be awarded will be determined after review of the apprentice's previous work and training/education record and evaluation of the apprentice's performance, skill and knowledge demonstrated during the probationary period. An apprentice granted credit shall be advanced to the wage rate designated for the period to which such credit accrues.

Apprentice applicants seeking credit for previous experience gained outside the supervision of the program sponsor must submit such request at the time of application and furnish such records, affidavits, and other (insert local requirements) to substantiate the claim.

Entry of veterans will be done without regard to race, color, religion, national origin, or sex.

SECTION IV - MAINTENANCE OF RECORDS

1. All records required for the operation and administration of this Affirmative Action Plan shall be maintained for a period of five years from the time of the last action at the contractor's and Compliance Officer's address.

2. Records maintained by the contractor shall be available for inspection and review by the Compliance Officer at such times and under such conditions as the Officer in his or her discretion determines.

SECTION V - COMPLAINT PROCEDURE

When a Contractor discharges an Apprentice, the Contractor shall immediately notify the Committee in writing, giving the name of the Apprentice and the reason for discharge. Disposition of such an Apprentice shall be made by the Committee within sixty (60) days of

receipt of notice of discharge. Apprentices shall have the right to request an appearance before the Committee concerning specific issues or matters dealing with their Apprenticeship Agreement. Such requests shall be in writing. In case of dissatisfaction between the Contractor and the Apprentice, either party has the right and privilege of appeal to the Committee for such action and adjustment of such matters as come within the Standards.

For issues regarding wages, hours, working conditions, and other issues covered by the Collective Bargaining Agreement, Apprentices may seek resolution through the applicable dispute settlement provisions of that Agreement after first bringing documented evidence to the Committee.

The Committee shall hear and consider all complaints of violations concerning the Apprenticeship Agreement and the registered Apprenticeship Standards. Either party to the Apprenticeship Agreement may consult with the Office of Apprenticeship for an interpretation of any provision of the Standards over which differences occur.

Any Apprentice or applicant for Apprenticeship who believes they have been discriminated against on the basis of race, color, religion, national origin or sex with regard to Apprenticeship, or that the equal opportunity standards with respect to their selection have not been followed in the operation of the Apprenticeship Program, may contact directly personally or through an authorized representative, to file a complaint with the Registration Agency or, at the apprentices or applicant's election, with the private review body established by the local JATC (if applicable).

Complaints to the U.S. Department of Labor, which may be filed by the Apprentice or through an authorized representative of the Apprentice, must be filed not later than 180 days from the date of the alleged discrimination or specified failure to follow the equal opportunity standards. The complaint shall be in writing and shall be signed by the complainant. It must include the name, address, and telephone number of the person allegedly discriminated against, the Program Sponsor involved, and a brief description of the circumstances of the failure to apply the equal opportunity standard.

Complaints of harassment in the apprenticeship program may be filed and processed under Title 29, CFR Part 30, and the procedures as set forth above.

The JATC will provide written notice of their complaint procedure to all applicants for apprenticeship and all apprentices.

— NOTES —

— NOTES —

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20____, by and between the Road Sprinkler Fitters Local Union 669 (hereinafter called "Union") and _____ (hereinafter called "Employer").

* * * * *

WHEREAS, the said Employer is desirous of hiring and employing Journeymen Sprinkler Fitters and Apprentices; and

WHEREAS, the Union has competent and skilled Journeymen and Apprentice Sprinkler Fitters;

NOW, THEREFORE, it is mutually agreed as follows:

(1) That the Employer and the Union mutually agree to be bound by the terms and conditions of the Agreement between National Fire Sprinkler Association, Inc. and the Road Sprinkler Fitters and Apprentices Local Union 669, dated and effective April 1, 2013, and all addendums and supplements thereto, copy of which is attached hereto and made a part hereof, the same as if the Employer and the Union were parties thereto; and the Employer and the Union herewith adopt said Agreement as and for their contract of employment and that all the Journeymen Sprinkler Fitters and their Apprentices hired by the Employer are to be employed according to the terms and conditions of employment contained in said Agreement.

(2) The Employer and Union do further agree to be bound by the Declarations and Trust establishing a Local Union 669 Health and Welfare Fund and separate Education Fund made between the National Automatic Sprinkler Fitters and Apprentices Local Union 669, dated the 2nd day of April, 1953, and separate Pension Fund dated the 1st day of April, 1957, and the Supplemental Pension Fund dated January 25, 1978, and the Employer agrees to be bound thereby and by all amendments made thereto the same as if the Employer and the Union were parties to said Declaration of Trust.

(3) The Employer further agrees to make the necessary financial contributions to the Local Union 669 Health and Welfare Fund and Education Fund and Pension Fund as required by the Collective Bargaining Agreement effective April 1, 2013, and the said Declarations of Trust. The Employer hereby authorizes the parties to name Trustees and successor Trustees to administer the Health and Welfare Trust Fund and Education Trust Fund and Pension Trust Fund, and hereby ratifies and accepts such Trustees and the terms and conditions of the Trust as if fully made by the Employer and the Union together.

FOR THE EMPLOYER:

Name of Firm

By _____
Sign Here

Print Here

Title

Address

City, State & Zip

Telephone (include area code)

Fax Number (include area code)

E-Mail Address

FOR THE UNION:

Road Sprinkler Fitters
Local Union 669

By _____
Business Manager
7050 Oakland Mills Road #200
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PHONE: 410/381-4300
FAX: 301/621-8045



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