

United Association National

Residential Agreement



United Association National Residential Agreement



UNITED ASSOCIATION
of Journeymen and Apprentices of the
Plumbing and Pipe Fitting Industry
of the United States and Canada, AFL-CIO

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SCHEDULE A

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This UNITED ASSOCIATION NATIONAL RESIDENTIAL AGREEMENT is hereby made by and between _____ (hereinafter referred to as the "EMPLOYER"), and the UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO (hereinafter referred to as the "United Association" or "Union").

Article I

SCOPE OF WORK

- 1.** This Agreement shall apply to all work relating to the installation, maintenance and repair of all heating, ventilating, air-conditioning (HVAC), plumbing and fire protection systems, including fixtures and equipment and/or related piping systems, and the handling of all piping, appurtenances and equipment pertaining thereto, when performed on the following structures:
 - a. one or two family dwellings;
 - b. all multiple family dwelling units which are permitted to have a single exterior up to and including four stories; and
 - c. townhouses, condominiums or similar structures with units stacked vertically up to and including four stories.
- 2.** This Agreement shall also include any and all residential work, or work of a similar nature, within the jurisdiction of the United Association, as mutually agreed to by the parties and as described in Section II (Special Conditions) of an approved "Schedule A."

Article II

"SCHEDULE A" TO THE UNITED ASSOCIATION NATIONAL RESIDENTIAL AGREEMENT

- 3.** No work may be performed under this Agreement unless the parties have agreed to and executed an approved "Schedule A" specifically covering such work. Each "Schedule A" shall identify:
 - a. the geographic area or project(s) covered;
 - b. the classifications of employees to be utilized;
 - c. applicable wage and fringe benefit rates for each such classification to be utilized; and
 - d. any special conditions.

4. The parties recognize that the Employer may execute multiple approved "Schedule A" agreements covering separate geographic areas and/or projects on which the Employer is performing work.
5. The terms and conditions set forth in an approved "Schedule A" are hereby incorporated by reference and are a part of this Agreement, the same as if set forth herein.
6. The duration of any approved "Schedule A" executed by the parties to this Agreement shall be the same as the duration of this Agreement as provided in Article XVIII, unless otherwise agreed to by the parties in the "Schedule A."

Article III

JURISDICTION

7. The United Association shall have jurisdiction of all work performed under this Agreement and shall assign a Local Union territorial jurisdiction for purposes of administering this Agreement. The United Association shall have the authority to reassign territorial jurisdiction at any time.
8. All questions or disputes pertaining to trade or territorial jurisdiction of a Local Union or between two or more Local Unions shall be decided by the United Association and shall be final and binding on the United Association Local Unions and the Employer.

Article IV

CLASSIFICATIONS OF EMPLOYEES

9. The classifications of Employees which the Employer may employ on work performed under this Agreement, and the general definition of the duties of such classifications, are as follows:
 - a. Residential Journeyman: A "Residential Journeyman" i) must have at least three (3) years' experience performing residential HVAC, plumbing or fire protection work; and ii) must have satisfactorily completed an approved United Association residential training program or passed a residential journeyman examination given by the United Association or a United Association Local Union. The duties of persons so qualified shall include related functions as assigned by the Employer.
 - b. Residential Apprentice: A "Residential Apprentice" shall be enrolled in a training program that has been approved by a joint apprenticeship and training committee of a United Association Local Union. Residential Apprentices shall be allowed to perform all work within their capabilities that fall within the scope of work covered by this Agreement.
 - c. Residential Trainee: A "Residential Trainee" shall assist in the performance of all work covered by this Agreement and is not required to have any minimum level of experience or training.

Article V

NON-DISCRIMINATION

- 10.** The Employer and the Union agree that there shall be no discrimination against any Employee because of race, color, religion, gender, national origin, age or disability.
- 11.** Wherever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine gender in all situations where they would so apply.

Article VI

MANAGEMENT RIGHTS

- 12.** The management of the Employer's business including, but not limited to, the direction of the working force, the right to hire, plan, direct, control and schedule all operations (including the scheduling of the work force), the right to establish, eliminate, change or introduce new or improved methods, machinery, quality standards or facilities is the sole and exclusive prerogative and responsibility of the Employer. The need for, designation of and the determination of the number of Employees and foremen, if any, is solely the responsibility of the Employer. All rights not specifically nullified by this Agreement are retained by the Employer.
- 13.** The Employer is vested with the right to relieve Employees from duty because of lack of work or other legitimate reasons, promote, suspend, demote, transfer, discipline, or discharge for just cause in line with this Agreement.

Article VII

UNION RECOGNITION AND UNION SECURITY

- 14.** The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees covered by this Agreement with respect to wages, hours and other terms and conditions of employment.
- 15.** All members of the Union now in the employ of the Employer shall remain members in good standing in the Union during the term of this Agreement. Employees in all classifications covered by this Agreement and hereinafter employed by the Employer shall become members of the Union on the earliest date provided by applicable law after their employment, or the date of signing this Agreement by the Employer, whichever is later. This provision shall be effective to the extent permitted by applicable state and federal laws.

- 16.** In interpreting good standing, the Employer shall not discharge an Employee for non-membership in the Union if it has reasonable grounds for believing that such membership was not available to the Employee on the same terms or conditions generally applicable to other members, or that membership was denied or terminated for reasons other than the failure of the Employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.
- 17.** Upon request of the Local Union having jurisdiction of the work being performed, and upon presentation of proper authorization forms executed by the individual Employees, the Employer agrees to deduct from the wages of such individual Employees union initiation fees and dues and shall pay to such Local Union the amount so deducted.
- 18.** All sums of money withheld by the Employer from the paycheck of Employees as union initiation fees or dues for the benefit of Employees' Local Union shall be transmitted to the Local Union not later than the fifteenth (15) day of each month following the month for which the deductions are being remitted.

Article VIII

UNION REPRESENTATION AND ACCESS TO JOBS

- 19.** Authorized representatives of the Union or of the Local Union having jurisdiction over the work to be performed shall have access to all jobs covered by this Agreement; provided, however, that such representatives shall not interfere with the Employer's Employees during working hours.

Article IX

HIRING PROCEDURE

- 20.** The Local Union assigned jurisdiction by the United Association over work performed by an Employer signatory to this agreement may serve as a source of manpower. However, the Employer shall have the right to reject any person referred by a United Association Local Union if it makes a determination that said individual is not qualified. The Employer shall immediately notify the Local Union having jurisdiction of any and all new hires covered by this Agreement who were not referred by the Local Union to ensure that they are properly classified by the Union to perform work covered by this Agreement.
- 21.** Local Unions referring applicants under this Agreement shall maintain a separate referral list for the classifications of Employees referred under this Agreement. Individuals referred in each classification must meet the qualifications set forth in Article IV of the Agreement.

Article X

WAGES AND FRINGE BENEFITS

- 22.** The Employer shall pay wages for each hour worked by Employees performing work covered by this Agreement in accordance with the applicable "Schedule A" to this Agreement.
- 23.** Pay day shall be once each week, no later than the fifth day following the end of the Employer's weekly payroll period. However, if checks are mailed, the Employer shall do so no later than the third working day following the end of the Employer's weekly payroll period. Employees are to be paid at the option of the Employer and signed permission of Employee in either cash or negotiable payroll check or by electronic or automatic direct deposit. When Employees are laid off or discharged, they shall be immediately paid all wages due. However, if payment comes from a central facility, and it is permitted by state law, payment may be sent via U.S. Priority Mail within three working days of last day worked.
- 24.** The Employer shall make fringe benefit contributions for each hour worked by all Employees performing work covered by this Agreement in accordance with the applicable "Schedule A" to this Agreement. The Funds to which the Employer may be required to make contributions include, but are not limited to, the Local Union pension, health and welfare, and training funds.
- 25.** In addition to the fringe benefit contributions required by Schedule A, the Employer shall also be required to make fringe benefit contributions for each hour worked by all Employees performing work covered by this Agreement to the United Association International Training Fund in the amount of \$.05 per hour.
- 26.** If work covered by this Agreement is performed on public projects and applicable law requires the payments of established prevailing wages and benefits, the Employer shall be required to pay said wages and benefits if they are higher than those specified for this Agreement.
- 27.** The Employer agrees to be bound by the written terms of any legally established trust agreements establishing any trust fund to which the Employer is required to contribute under this Agreement and the Employer agrees to be bound thereby to all amendments made thereto, the same as if the Employer was a party to said trust agreements. The Employer authorizes the parties to such trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Employer. The Employer further agrees to be bound by all properly adopted rules and regulations issued by the trustees of all such funds. The Employer agrees that all contributions to the trust funds set forth in this Agreement shall be made at such time and in such manner as the trustees of such funds shall require, and the Trustees shall have the authority to retain an accountant or accounting firm to perform payroll audits of the Employer to determine whether the correct amount of contributions have been made or to determine whether contributions have been made on behalf of all Employees covered by this Agreement.

- 28.** If an Employer fails to make contributions to any of the funds to which contributions are required to be made pursuant to this Article, the Union shall have the right to take whatever steps are required to secure compliance, including removing Employees from the Employer providing advance notice of not less than twenty-four (24) hours is given for such action to the delinquent Employer. Such removal of Employees and cessation of work by Employees for such delinquent Employer shall not be a violation of the "no-strike" clause or any other provision of this Agreement and shall not bar or limit the other remedies allowable under this agreement, the applicable trust agreements, or law.

Article XI

HOURS OF WORK

- 29.** The regular workweek shall be Monday through Friday and shall consist of eight (8) consecutive hours of work between the hours of 6 a.m. and 6 p.m., excluding a half-hour unpaid lunch period, or as mutually agreed upon by the parties to this Agreement. By mutual agreement between the Employer and the Union, the regular workweek may be established to consist of four consecutive ten hour days. The pay for all hours worked on a four-tens schedule shall be at the applicable straight time rate and not subject to overtime provisions.
- 30.** Overtime pay shall be required for all hours in excess of the regularly scheduled workweek, as defined above.
- 31.** All overtime will be paid at one and one-half times the straight-time rate, except that work performed on Sundays or the following holidays will be paid at double the straight-time rate: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, and Christmas Day.

Article XII

SAFETY

- 32.** Employers, Employees and the Union recognize the importance of working in a safe environment. It is to the benefit of all parties for the Employer to provide safety training and for Employees to comply with all safety regulations and policies.
- 33.** The Employer shall have the right to make and revise from time to time safety and working rules which are not inconsistent with any of the terms of this Agreement.

Article XIII

SUBCONTRACTING

- 34.** The Employer agrees that it will not subcontract or sublet out any work covered in this Agreement to be performed at the site of construction, repair or alteration unless the Employer to whom the work is subcontracted or sublet is a signatory to this Agreement.

Article XIV

WORK STOPPAGES

- 35.** The Union will not induce, engage or participate, directly or indirectly in any strike, picketing, slowdown, stoppage or other curtailment or interference with the Employer's operations, or interfere with the flow of business in or out of places where the Employer is doing business, provided, however, the Union may withhold manpower if an Employer fails to pay wages in full and on time or if the Employer has been delinquent in payment of fringe benefits as required by this Agreement.
- 36.** There shall be no work stoppages because of jurisdictional disputes pertaining to trade or territorial jurisdiction of a United Association Local Union or between two or more United Association Local Unions.

Article XV

GRIEVANCE AND ARBITRATION PROCEDURE

- 37.** Where a disagreement exists between the Employer and the Union regarding the intent, meaning, application or compliance with the terms of this Agreement or an approved "Schedule A," it shall be resolved in accordance with the grievance procedure covered in this Article. Such disagreement shall be submitted for resolution within ten (10) days from the date of the occurrence or from the date it reasonably could have been discovered by the parties involved in accordance with the grievance procedure covered in this Article.
- 38.** When a dispute arises, the resolution and/or settlement shall proceed as follows:
- Step 1: On a local basis between the Local Union assigned jurisdiction and the Employer.
If not settled within five (5) working days, proceed to:
 - Step 2: The grievance shall be settled between the United Association and the Employer.
If not settled within thirty (30) working days, proceed to:

Step 3: The grievance shall be reduced to writing in terms of the issue(s) to be arbitrated and shall be filed jointly or unilaterally with the Industrial Relations Council ("IRC").

- 39.** The parties agree to be bound by the rules, regulations and procedures of the IRC for resolving any disagreements referred to it under this Agreement or approved "Schedule A." It is further understood and agreed that each side shall bear its own costs of submitting such disputes to the IRC, except that any filing fee shall be shared equally. The IRC shall only have jurisdiction and authority to interpret, apply or determine compliance with the provisions of this Agreement or approved "Schedule A" and shall not have jurisdiction to modify or change this Agreement in any way. The parties further agree that the decision of the IRC shall be final and binding on all parties.
- 40.** If there has been a violation of this Agreement, the IRC is authorized to devise an appropriate remedy including, but not limited to, payment of all wages and fringe benefits due and owing on behalf of an Employee who has been adversely affected by a violation of this Agreement.

Article XVI

LABOR-MANAGEMENT OVERSIGHT COMMITTEES

- 41.** There shall be established Labor-Management Oversight Committee(s) (local or regional) consisting of equal representation of Employers signatory to this Agreement and the Union for the purpose of addressing questions and issues of concern arising from or related to this Agreement and to enhance the growth of union participation in the industry covered by this Agreement.

Article XVII

MISCELLANEOUS

- 42.** If any provision of this Agreement is in conflict with the laws or regulations of the United States, or any state in which the work is to be performed, such provision shall be superseded by such law or regulation, but all other provisions of this Agreement shall continue in full force and effect.
- 43.** This Agreement supersedes all the provisions of any other local union agreement for work covered by this Agreement. Signatories to this Agreement are not required to sign any local agreements except that they may be required to subscribe in writing to local union trust fund agreements for the purpose of making required contributions to said funds as provided for in Article X.

Article XVIII

EFFECTIVE DATE AND RENEWAL

- 44.** This Agreement shall become effective when signed by the parties hereto and shall remain in full force and effect until _____. Thereafter, this Agreement shall automatically renew itself for additional one (1) year periods unless either party serves written notice of termination or a written request for modification upon the other party sixty (60) days prior to the Agreement's expiration. Likewise, any "Schedule A" entered into by the parties is effective when signed and shall remain in full force and effect for the duration of this Agreement as provided herein, unless provided otherwise in the "Schedule A."
- 45.** The parties may at any time during the term of this Agreement agree to renegotiate its terms and conditions, on the sole and exclusive condition that such agreement to reopen and renegotiate is mutually agreed to in writing by the parties. Additionally, no modification to this Agreement shall be binding or of any force or effect unless and until it is reduced to writing and mutually agreed to by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 200____.

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

FOR THE EMPLOYER

William P. Hite, General President
901 Massachusetts Ave., NW
Washington, DC 20001-4397

Name of the Employer

Signature of Authorized Representative

Name of Representative

Title of Representative

Address

Phone

Facsimile No.

E-mail

Employer's Identification Number (EIN)

Type of Organization

Corporation: _____

Proprietorship: _____

Partnership: _____

Joint Venture: _____

LLC: _____

SCHEDULE A TO THE UA NATIONAL RESIDENTIAL AGREEMENT

In accordance with Article II of the National Residential Agreement ("National Agreement") between the United Association and _____ (Employer), this "Schedule A" is entered into on behalf of the undersigned signatories to the UA National Residential Agreement and is applicable only for the territorial jurisdiction described in Section I, below. This "Schedule A" shall identify the applicable special conditions, wage rates and fringe benefit contributions that shall apply for all work performed in the territorial jurisdiction described in Section I below. An Employer signatory to the National Agreement performing work in any territorial jurisdiction other than that described in Section 1 below must execute a separate "Schedule A" covering such work.

I. TERRITORIAL JURISDICTION

The terms of this Agreement as provided by this Schedule A shall apply to all work performed by the Employer (identify State or other geographic area or project, as applicable):

- A.** For the State(s) of: _____
- B.** In the following geographic area(s): _____
- C.** For the following project(s): _____

II. SPECIAL CONDITIONS

The following special provisions or conditions shall apply to all work performed under this Agreement in the Territorial Jurisdiction identified above:

- A.** _____
- B.** _____
- C.** _____
- D.** _____
- E.** _____

III. WAGES AND FRINGE BENEFITS

IN WITNESS WHEREOF, the parties hereto have executed this Schedule A, this _____
day of _____, 200____.

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

FOR THE EMPLOYER

Martin J. Maddaloni, General President
901 Massachusetts Avenue, NW
Washington, DC 20001-4397

Name of Employer

Signature of Authorized Representative

Name of Representative

Title of Representative

UA International Representative or
Other Designated Representative



901 Massachusetts Avenue, N.W.
Washington, DC 20001