

UNITED ASSOCIATION  
of  
JOURNEYMEN  
and  
APPRENTICES  
of the  
PLUMBING AND  
PIPEFITTING INDUSTRY  
of the  
UNITED STATES AND CANADA

**ARTICLES OF  
AGREEMENT**

LOCAL UNION No. 773  
Glens Falls, New York  
May 1, 2023 – April 30, 2026

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## **ARTICLES OF AGREEMENT**

This Agreement entered into the 1st day of May 2023 shall remain in effect from May 1, 2023 through April 30, 2026.

It is mutually understood that the public can best be served and progress maintained and furthered in the Plumbing and Pipefitting Industry only if there is a sound, reasonable and harmonious working arrangement between the Employer and the Employee. This agreement, therefore, is made and entered into by and between the Mechanical Contractors Association of the Capital District. (Hereinafter referred to as "Association") acting for and on behalf of its members and other contractors represented by the Association (such members and contractors hereinafter referred to as "Employers"), and Local Union No. 773 of the "United Association of Journeymen and Apprentices of the "Plumbing and Pipefitting Industry of the United States and Canada" (hereinafter referred to as "Union").

### **RECOGNITION**

The Employers and each employee recognize the Union as the exclusive representative of all journeymen plumbers and journeymen steamfitters and their apprentices (hereinafter collectively called Employees) who are or who became engaged in any work covered by this Agreement for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

The Union and Employees hereby recognize the Mechanical Contractors Association of the Capital District as the sole and exclusive bargaining representative for all of its employer members and for those nonmember contractors that have furnished the Mechanical Contractors Association of the Capital District collective bargaining authorizations. Before negotiations start, a list of members and non-members who have designated the Association as their bargaining representative shall be presented to Local 773.

### **AREA COVERED**

This Agreement shall apply to all construction, repair, or remodeling work contracted for by any employer in all of Warren, Washington, Essex, Clinton, and Franklin Counties. The Townships of Long Lake, and Indian Lake, in Hamilton County and all of Saratoga County, except the Townships of Stillwater, Halfmoon, Galway, Milton, Charlton, and Clifton Park.

## WORKING HOURS

Members of Local 773 shall not be requested to punch any time clock in any place of employment or on any job site.

Eight (8) hours shall constitute a standard day's work. (with a 30-minute unpaid lunch period)

Flexible starting time will be permitted between 6:00 a.m. and 8:00 a.m., at the straight time hourly rate, provided it is for a minimum of five (5) days.

The workweek shall consist of forty (40) hours, the five (5) workdays from Monday to Friday inclusive.

It will be permissible for Local 773 members to work 4-10 hour days when requested and both parties agree.

All employers shall provide a fifteen (15) minute coffee break preferably between the hours of 9:00 a.m. and 10:00 a.m. All employees shall be allowed a fifteen (15) minute pick up and clean up at the end of each working day.

## HOLIDAYS

The days observed as holidays are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day and Christmas Day. Whenever a Holiday falls on a Saturday, the preceding day, Friday, shall be observed as the Holiday and if worked, shall be paid at double the hourly rate. If a Holiday falls on a Sunday, the following day, Monday shall be observed as the Holiday and if worked, shall be paid at double the hourly rate.

**Christmas Day – paid holiday 12:01AM to 12:00PM on the day in which the holiday is observed. To be eligible for the paid Christmas holiday, an employee must work the regular workday before and the regular workday after the holiday, as well as he/she must have been employed by said Contractor for a minimum of twenty working days within the current calendar year.**

## OVERTIME

All work performed outside the regular workday or regular workweek shall be paid at 1 ½ times the regular straight time rate of pay. All work performed on Sunday and Holidays, or days designated as Holidays in this agreement shall be paid at double the regular straight time rate of pay.

## WAGE RATES

### **Basic Wage Rate for Clinton, Warren, Washington and portions of Saratoga County:**

As of May 1, 2023, the rate of wages per hour for Journeymen plumbers and steamfitters shall be \$41.40 per hour. Foremen's rate shall be \$44.40 per hour, Tier I General Foremen \$46.40 per hour and Tier II General Foremen \$47.40 per hour.

### **Basic Wage Rate for Essex, Franklin and portions of Hamilton Counties:**

As of May 1, 2023, the rate of wages per hour for Journeymen plumbers and steamfitters shall be \$42.40 per hour. Foremen's rate shall be \$45.40 per hour, Tier I General Foremen \$47.40 per hour and Tier II General Foremen \$48.40 per hour.

## PAY INCREASES

1 <sup>st</sup> Year.....	\$1.70 May 1, 2023
2 <sup>nd</sup> Year.....	\$1.70 May 1, 2024
3 <sup>rd</sup> Year.....	\$1.70 May 1, 2025

## APPRENTICE WAGE SCHEDULE

- 1<sup>st</sup> Year: 50% of the Journeyman's rate
- 2<sup>nd</sup> Year: 60% of the Journeyman's rate
- 3<sup>rd</sup> Year: 70% of the Journeyman's rate
- 4<sup>th</sup> Year: 80% of the Journeyman's rate
- 5<sup>th</sup> Year: 90% of the Journeyman's rate

## **WAGE RATES FOR FOREMAN AND GENERAL FOREMAN**

Foreman will be paid at \$3.00 over Journeyman's pay scale

General Foremen Tier I will be paid at \$5.00 over Journeyman's pay scale

General Foremen Tier II will be paid at \$6.00 over Journeyman's pay scale

## **PAYMENT OF WAGES**

Wages shall be paid weekly in cash or check not later than quitting time on Thursday, and not more than three (3) days wages may be withheld at any time. Any employee laid off or discharged will be paid all wages due immediately and waiting time shall be charged until payment is made. Payday shall be on or before Thursday of each week. In the event that any member of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada does not receive their pay on the scheduled day of the week designated as payday, they shall not work the following day or any day after and they shall be paid regular straight time for the remainder of the week until paid. If any holiday or overtime day is included in this waiting period, double time shall be paid for these days.

## **ELECTION DAY**

In accordance with Section 226 New York State Law, it is agreed as follows:

If an employee has four (4) consecutive hours either between the opening of the polls and the beginning of his working shift or between the end of his working shift, and the closing of the polls, he shall be deemed to have sufficient time outside of working hours with which to vote. If he has less than four (4) consecutive hours he may take so much working time as will when adding to his voting time outside his working hours enable him to vote, but not more than two (2) hours of which shall be without loss of pay. Provided he shall be allowed time off for voting only at the beginning or end of his working shift, as the employer may designate, unless otherwise mutually agreed.

If the employee requires time off to vote he shall notify his employer not more than ten (10) nor less than two (2) working days before the day of the election that he requires time off to vote in accordance with the provisions of this section.

The time allowed herein for employees to vote is provided to only registered voters who qualify under this section. The employer may require from such employee a verified affidavit that the employee is a registered voter and that he did personally appear at the polling place for the purpose of voting.

## CELL PHONE USE

Personal cell phone use is prohibited during working hours for personal or company use.

### FUNDS - Local 773 (Fringe) Benefit Instructions

- (a) As of May 1, 2023 the Welfare Plan will amount to thirteen dollars and fifteen cents (\$13.15) per hour.
- (b) As of May 1, 2023 the Pension Plan will amount to eleven dollars and thirteen cents (\$11.13) per hour.
- (c) As of May 1, 2023, the Annuity Plan will amount to six dollars and thirty-five cents (\$6.35) per hour.
- (d) As of May 1, 2023, the Local Union Training Fund will amount to one dollar and ten cents (\$1.10) per hour.
- (e) As of May 1, 2023, the Vacation Fund will amount to one dollar and twenty-five cents (\$1.25) per hour\*.
- (f) As of May 1, 2023, the Labor Management Cooperation Fund will amount to twenty cents (\$0.20) per hour.

**\*To the extent permitted by law, the Parties waive application of state paid sick leave laws. The Parties acknowledge, and in good faith believe, that this Agreement provides bargaining unit members with benefits comparable to or more favorable than those required by NYS Sick Leave Law (New York Labor Law Sections 196-b and 196-c), and the NYC Earned Sick Time Act (Paid Sick Leave Law). Should the NYS Sick Leave Law (New York Labor Law Sections 196-B and 196-C) ever be repealed, the Association, and its affiliated contractors, will no longer be required to make payments associated, or lieu of, the NYS Sick Leave Law.**

**\*2023 Vacation Fund payment to satisfy 196-B and 196-C - \$.40 per hour**

**\*2024 Vacation Fund payment to satisfy 196-B and 196-C - \$.30 per hour**

**\*2025 Vacation Fund payment to satisfy 196-B and 196-C - \$.30 per hour**

These hourly Contributions will be delivered by the contractors to:

Plumbers & Steamfitters Local 773 Benefits Office

Attn: Christopher J. Baxter, Funds Administrator

P. O. Box 312

Glens Falls, New York 12801

### DEFINED CONTRIBUTION REALLOCATION PLAN

The Employer shall contribute the respective hourly amounts determined annually to the Welfare Plan and the Annuity Plan, and those contributions shall be aggregated and distributed between the two Plans according to the agreed-upon formula based on the amount of a Participant's balance in the Welfare Plan established by the Trustees of the Welfare Plan from time to time. This arrangement applies only to Participants in the Northeastern New York District Council Pipefitters Welfare Fund, and any Reciprocal amounts received by the Welfare Plan and Annuity Plans will be contributed to each Plan in accordance with the provisions of the Collective Bargaining Agreement pursuant to which they are being paid.



## **TRUST AGREEMENT**

The Employer agrees that the Trustees of the Pension, Welfare and Annuity Funds shall have the authority to audit at any time those records of the Employer that the Trustees deem to be pertinent to the administration of their Agreements and Declarations of Trust and to the Employer's obligations to pay fringe benefit contributions in accordance with the terms of these Articles of Agreement.

The Employer hereby accepts and agrees to be bound by the Agreements and Declarations of Trust of the Pension, Welfare and Annuity Funds, as they may be amended and/or restated from time to time.

### **UA Fringe Benefit Instructions**

- (a) As of May 1, 2023, the UA Pension Plan will amount to one dollar and twenty-five cents (\$1.25) per hour.
- (b) As of May 1, 2023, the UA Training Fund will amount to ten (\$.10) cents per hour.

These hourly Contributions will be delivered by the contractors to:

Plumbers and Pipefitters National Pension Fund  
P.O. Box 79972  
Baltimore, MD 21279-0972

## **NATIONAL PENSION FUND PARTICIPATION AGREEMENT**

The Employer agrees to make contributions to the Plumbers and Pipefitters National Pension Fund in accordance with the Standard Form of Participation Agreement attached to and made part of this Agreement.

## **INTERNATIONAL TRAINING FUND**

Continuing for the duration of this Collective Bargaining Agreement and during any negotiations for a successor to this Collective Bargaining Agreement, the Employer agrees to contribute to the International Training Fund ten cents (\$.10) for each hour, or portion thereof, for which an Employee works. (Each overtime hour shall be counted as one regular hour for which contributions are payable.)

## **FRINGE BENEFIT PAYMENTS**

All portions of an hour for computing Fringe Benefit Payments shall be figured on a full hour basis. All fringe benefit amounts to be paid on hours worked, **except as described below\***. Benefit report forms are to be received by the Local 773 Benefit office by the 15<sup>th</sup> day of the following month. The Officers of Local 773 shall have the power to demand, collect and receive Employer Contributions to these funds. Failure by an Employer to pay the amounts due from him to the Fund shall be deemed a breach of this Agreement by the Employer. The Officers and/or Trustees shall have the right to enforce the collection thereof against the Employer in the same manner as wages directly due from him.

\*If at any time the Local 773 Pension Fund's actuary determines that the Pension Fund is less than 80% funded, the Union shall provide a copy of such determination to the Mechanical Contractors Association of the Capital District. Beginning with the second calendar month after the date of such notice, all contributions to the Pension Fund shall be paid on all hours paid, rather than hours worked. For any period of premium pay, the Pension Fund contribution rate thereon shall be increased and paid proportionally for such hours. (For example, for overtime hours paid at 150% of the normal hourly wage rate, pension fund contributions for such hours will be paid at 150% of the normal contribution rate.) The premium contributions required by this paragraph will continue until the Pension Fund actuary determines that the Pension Fund is at least 80% funded and provides written notice thereof to the Board of Trustees of the Pension Fund.

## **DELINQUENT PAYMENTS**

Benefit report forms are to be received by the Local 773 Benefits office by the 15<sup>th</sup> day of the following month. Failure of the Employer to pay monies due by the 15<sup>th</sup> of the following month pursuant to the provisions of this article and in accordance with the provisions of this agreement and a declaration of trust of these funds be deemed to be a major breach of the collective bargaining agreement. Nonpayment by any of the Employers of any monies now or hereafter due shall not relieve any other Employer from any obligation to make the payments required hereunder. Any Employer in arrears for payment of contributions due shall be liable for all claims, the payment of which has been denied because of any ineligibility caused by such employers' failure to pay contributions due. IN ADDITION: such defaulting Employer shall be liable for damages, attorneys' fees and court costs, and all delinquent Employer Contributions together with interest on the delinquent amounts at the rate of 10% per year. Employers who fail to make payments of any monies due shall be deemed to be in violation of this agreement for which the Union may order a work stoppage or strike by said Employer's Employees. The defaulting Employer shall be liable for all lost time by his employees during a strike or work stoppage as a result of default in monies due.

Any Employer who is delinquent for two (2) consecutive months will be required to provide Local 773 and the Local 773 Benefit Office with a surety bond. The Employer will be required to carry the bond for a period of twelve (12) months, after which, if payments are made on time, the Employer would not be required to continue bonding requirements.

Any defaulting employers who fail to provide the Surety bond will have Local 773 members who are working for them pulled from their employ.

## **SHOW UP**

Any employee, who after being hired and having reported for work at the regular or assigned starting time, and has no work provided for them shall receive two (2) hours wages and benefits unless he was notified before the end of his last day's work not to report. Any employee who reports for work at the regular or a specially assigned starting time and for whom work is provided shall receive not less than four (4) hours pay and, if he works more than four (4) hours he shall receive not less than eight (8) hours pay. The provisions of this section shall not apply when strike or weather conditions make it impossible to provide or to continue to provide an employee with work or when an employee leaves work by his own accord.

## **STEWARDS and Other Union Representatives**

The Union shall have the right to appoint a Steward in any shop or on any job where workers are employed under the terms of this Agreement. Stewards shall be allowed sufficient time during regular working hours to insure that the terms of this Agreement is being observed. Under no circumstances shall an Employer discriminate against any Steward because of the faithful performance of such duties. In addition, the Steward shall be the last person on the job or in the shop except for the Foreman provided he/she is qualified to perform the work which is to be completed and shall be entitled to work overtime if so desires. He/she shall also see that all overtime is shared equally by all Journeymen and Apprentices. A Steward shall be on the job when any Journeymen or Apprentices are working.

Any Representative of the Union shall be allowed access to any shop or jobsite at any reasonable time where workers are employed under the terms of this Agreement.

Any single contract, where an employer has fifty (50) or more Journey workers and Apprentices, will have a full time Steward. This Union Steward will be guaranteed forty (40) hours per week and will not be required to work with the tools. The appointment of this Walking Steward will be at the sole discretion of the Business Manager with 24-hour notice given to the Employer.

## **BEREAVEMENT**

In the event of the death of an employee's Father, Mother, wife or child, the employee shall not report for work for two (2) consecutive regular workdays. This employee shall be paid for the two (2) days at his basic rate of pay.

## **SHIFT WORK**

**Shift work shall be defined as three or more consecutive days.**

Any scheduled shift work performed outside of normal working hours, shall be paid at the straight time rate plus ten (10%) percent per hour over the base hourly wage rate. Normal working hours are defined as beginning between 6:00 am and 8:00 am and end after eight (8) consecutive hours Monday through Friday. Third shift, when worked, shall be paid at ten (10%) percent per hour over the base hourly wage rate for seven (7) hours work for eight (8) hours pay. When working twelve (12) hour shifts the night shift shall be paid at the straight time rate plus ten (10%) percent per hour over the base hourly wage rate for the first eight (8) hours. The four (4) overtime hours shall be paid at the overtime rate based on the ten (10%) percent differential. (The night shift includes a paid 30-minute lunch) Twelve (12) hours pay for eleven and half (11 ½) hours worked. A twelve (12) hour day shift shall have no paid lunch. Work in excess of eight (8) hours on any uncommon shift shall be paid at overtime rates using the uncommon shift rate as the base rate. **All employers must allow a minimum of eight (8) hours off for employees before reporting back to work, otherwise overtime rules apply.**

## **LAYOFFS**

All layoffs shall be one (1) hour earlier than regular quitting time for jobs more than three (3) working days.

## **TOOLS**

The employers are to furnish all tools and equipment necessary to make a complete plumbing and steam fitting installation except a 6-foot rule, 25-foot tape, pliers, torpedo level and an 8-inch crescent wrench.

## HIRING PROCEDURE

All Employers must apply to the Union for the referral of all persons required to perform work covered by this Agreement and the Union agrees to institute and maintain such procedures and administrative facilities as may be necessary to perform the required referral services.

A request by an Employer for a person to act as Superintendent, General Foreman, or Foreman shall be honored without regard to the requested person's place on the out of work list.

Any Foreman, General Foreman, or Superintendent will be paid at the applicable rate for a minimum of 14 calendar days unless the job in which their supervising is completed in a shorter time period.

The selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies, or requirements.

The selection of applicants for referral to jobs shall be based on (1) the proven ability of the applicant to fill the requirements of the job, (2) the general experience of the applicant, (3) the particular desires of the employer, if any made known at the time he requested the referral of job applicants.

The Union shall be the sole and exclusive source of referral of applicants for employment, except as provided below. The Business Manager or his designee under the direction of the Business Manager will administer the referral office. Employer when hiring can request anyone on the referral list(s) no matter what their position on said list(s) as first choice, 2<sup>nd</sup> Employee hired by same employer shall be referred by the union and will be the 1<sup>st</sup> **FIRST ELIGIBLE** Journeyperson or apprentice in numerical order from the referral list (1 FOR 1 HIRING BY SHOP for the duration of this Collective Bargaining Agreement). All requests for men shall be made by Contractor or authorized personnel of Contractor in writing.

Any person who has applied for referral and who, at any time, believes they have a grievance arising from a violation of this Article must present such grievance, in writing, to the Joint Conference Committee hereinafter established.

## **HIRING PROCEDURE (Cont'd)**

Each Employer retains the right to reject any job applicant, in writing, referred by the Union. Employers also have the right to hire employees from any source if the Union is unable to refer job applicants within forty-eight hours from the time a request for up to five referrals is made. For jobs requiring more than five applicants, the Union shall have an additional twenty-four hours to refer each additional applicant, not including Saturday, Sunday and Holidays.

The Employer shall be the sole judge of the number of employees required on any job except as otherwise specifically provided in this Agreement.

The party of the first part shall furnish people who are competent and willing to do the work and no shop shall discriminate against any journey-person or apprentice regardless of age, race, gender, or creed.

Request by an employer of a particular plumber or pipe fitter previously employed by that Contractor/Employer within three hundred and sixty-five (365) days previous to the request shall be given preference of rehire and shall be dispatched to that employer regardless of the applicants position on the out of work list.

### **ALL CALLS MUST GO THROUGH HIRING HALL.**

## **FOREMAN**

Any Contractor/Employer shall be allowed to send in not more than one (1) U. A. plumber or steamfitter on each job site, and he shall be required to hire journeymen and apprentices from Local No. 773. If he does not supply a full time Foreman, the Supervision on the job will be members of Local 773.

On any job, which requires six (6) journeyman and apprentices (workers), the Employer shall designate one (1) such journeyman to be appointed Foreman, and he will be allowed to work with the tools, if the Employer desires him to do so. On any job that requires sixteen (16) workers, the Employer shall then designate a journeyman as Tier 1 General Foreman and there will be a Foreman for each additional ten (10) workers thereafter.

Any Tier 1 General Foreman who supervises twenty-six (26) workers or more, will be elevated and paid Tier 2 General Foreman's wages.

All Foremen who are "Supervisors," that is, who are not "Employees" within the meaning of applicable laws and regulations shall be members of the Union and shall be paid and work under the provisions of this Agreement.

## **APPRENTICES**

Each Employer shall employ one (1) Journeyperson on a specific job before an apprentice is employed. Thereafter, an additional apprentice may be employed upon the employment of three (3) additional journeymen, i.e., 2 for 4, 3 for 7, and 4 for 10, etc. The Apprentice Agreement between the parties hereto, which is filed with the New York State Apprentice Council, is hereby adopted as part of this Agreement.

All work covered by this Agreement shall be performed by qualified journeypersons, with the assistance of Apprentices to the extent indicated above.

## **JOURNEYPEPERSON WELDING**

Any Journeyperson welding on a job covered by this Agreement; shall be assisted, as needed or required, by a Journeyperson or apprentice who is covered by this Agreement. This shall be to the discretion of the job Foreman.

Welders will receive a welding procedure for the test they are required to take at least 24 hours in advance of the test. These welders will be paid at the journeyman's rate plus travel from the job site to the test area and back.

## **PRE-JOB CONFERENCE**

There shall be pre-job conference between the Contractor and the Business Manager of Local No. 773 on all contracts awarded of two-million dollars (\$2,000,000) or more before any work commences.

## **PERSONAL SAFETY EQUIPMENT**

Any employee requiring corrective eyeglasses shall provide their own safety eye wear with side shields per OSHA requirements.

## **NON-UNION WORK**

Each Employer agrees not to sublet any work covered by this Agreement to any person, firm or corporation which is not a part of this Agreement.

## **INSURANCE**

### **Workmen's Compensation and Social Security**

Each Employer shall carry Workmen's Compensation Insurance for all employees covered by this Agreement with a Company authorized to do business in New York State even if not required to carry such insurance by law. In addition, he shall make the proper Social Security payments and shall obtain such other protective insurance as may be required by law or regulation. Each Employer shall also make payments to the New York State Unemployment Compensation Commission for all employees covered by this Agreement whether required to do so by law or not. Each employer shall furnish the Union with proof of current compliance with this Article.

## **SAVING AND SEPARABILITY**

If any part of this Agreement should be held invalid by any governmental tribunal of competent jurisdiction or in compliance with or enforcement of any part shall be restrained by such tribunal or by operation of law pending a final determination as to its validity, the remainder of this Agreement, or its application to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

In the event that any part of this agreement is held invalid or enforcement of a compliance with which has been restrained as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a replacement for such part during the period of invalidity or restraint. If either party refuses to negotiate, or if they cannot agree on a mutually satisfactory substitute, either party shall be permitted all legal and economic recourse in support of its position.

The United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada assumes no liability and shall not be liable for any advice or approval it has given or may give in regard to this Agreement, nor shall the United Association be liable in any way for the acts of this Union or its agents in regard to the relations between the parties to this Agreement or any person affected by such relationship or Agreement.



## **SAVING AND SEPARABILITY (Cont'd)**

This Agreement does not deny the right of the Union or its representative to render assistance to other Labor Organizations by removal of its members from jobs when necessary and when the Union or its proper representative decides to do so, but no removal shall take place until notice is first given to the Employer involved.

## **UNION SECURITY**

As a condition of continued employment, each person who is hereafter employed by any Employer to perform work covered by this Agreement shall become a member of the Union on (or before) the thirtieth day following the beginning of such employment or the execution date of this Agreement, whichever is later, and each person who was in the employ of any Employer prior to the execution date of this Agreement, shall become a member of the Union on (or before) the thirtieth day following the effective date of this Agreement.

As a condition of continued employment, each employee of any Employer who is a member of the Union shall maintain such membership in good standing.

The failure of any employee to become a member of the Union at the required time shall obligate the Employer to discharge such employee immediately upon receiving written notice from the Union to such effect and to the further effect that the Union membership was available to such employee on the same terms and conditions generally applicable to other members and that such employee failed or refused to tender the uniformly required initiation fee. Further, the failure of any employee of an Employer to maintain his Union membership in good standing, upon written notice to the Employer by the Union, obligate such Employer to discharge such employee immediately. For the purpose of this paragraph, the only requirement for "good standing" in the Union shall be the timely payment or tender of uniformly required, periodic dues.

In the event of any change in the law or its interpretation during the term of this Agreement, that parties, for their mutual benefit agree to amend this Agreement to provide for the maximum Union security which may be permissible.

It is the intent and purpose of the parties of this Agreement to provide full opportunity for former servicemen to become apprentices under the provisions of this Agreement.

## **GRIEVANCES**

### **Joint Conference Committee**

There is hereby a Joint Conference Committee which shall consist of three (3) members appointed by the Union and three (3) members appointed by the Employers. The membership may vary for each meeting. The Committee shall adopt such procedures as it deems necessary but such procedures shall not conflict with the terms of this Agreement.

The Committee must consider all grievances submitted in accordance with the provisions of Hiring Procedure and, if it cannot agree on a solution to any complaint relating to Hiring Procedure, it shall appoint a disinterested party whose decisions shall be final and binding.

The Committee may consider any grievance arising under the terms of this Agreement or regarding the interpretation of this Agreement submitted by the Union or any Employer.

The Committee shall meet within twenty-four (24) hours from the time that any party to this Agreement notifies it that a violation of the Agreement has occurred.

## **PROTECTION OF RIGHTS**

No employee covered by this Agreement shall be discharged except for just cause.

The Union and the employees covered by this Agreement shall have the right to render assistance to other labor organizations and to or by refusing to continue work on any job when authorized by the Union but no such refusal shall take place without notice to the Employer involved.

The Union and the employees covered by this Agreement shall have the right to direct a refusal or to refuse to handle, erect or install fabricated materials that have not been fabricated by journeymen members of the United Association.

The article shall be construed as permitting or condoning any action prohibited by any applicable law or regulation.

## **SHELTER**

The Employer shall furnish some type of heat in cold weather so that the workers on the job can eat their lunch in comfort.

## **SANITARY FACILITIES**

The Employer shall provide on all construction sites a suitable place for its employees to access drinking water, hand-cleaning material, and clean sanitary toilets as required by OSHA if not provided by the General Contractor or the Owner.

## **CONTRACTORS/EMPLOYERS**

Certain qualifications, knowledge, experience and financial responsibilities are required of everyone desiring to be an employer in the plumbing & pipefitting industry. Therefore, an employer who contracts work is a person, firm or corporation having these qualifications and maintaining a place of business and a suitable financial status to meet payroll requirements.

All employers signatory to this agreement shall be afforded an equal opportunity for all work performed in this local's jurisdiction.

No employee shall contract, subcontract or do piece work.

## **SHUTDOWNS AND CALL-INS**

### **Shutdown-Pre-Scheduled Work**

### **Call-In-Un-Scheduled Work**

Any employee who is called to work on an emergency basis shall receive (4) hours minimum at the overtime rate. For industrial only.

In the interest of good management practice, the employer recognizes and supports the principle of not working employees more than sixteen (16) hours in any twenty-four period.

Pay off will be at the end of scheduled shift if work goes beyond a scheduled shift, the employee will be able to pick up his check at 12:00 noon the following work day or have check mailed to him. This applies to call-ins also.

## **TERMINATION**

This agreement shall be in full force and effect from May 1, 2023 thru April 30, 2026 and shall remain in force and effect from year to year thereafter unless written notice of desire to cancel or terminate or modify this agreement is served by either party upon the other at least (60) days prior to the expiration date.

## **IRC CLAUSE**

When requested and both parties agree to submit the dispute to the Industrial Relations Council for the Plumbing and Pipefitting Industry.

## **SPECIAL AGREEMENT**

### **Purpose and Intent and Special Provisions of This Agreement**

The parties of this Agreement agreed that there are special problems which are applicable to residential plumbing, heating and air conditioning and underground utility work which require consideration. The Parties are establishing herein a wage differential and other changes and conditions of employment applicable solely to new construction of up to, and including apartments with three floors of living accommodations with a maximum of 24 apartments per building, new houses, and repair and maintenance of old residential housing and the above.

This Agreement also covers all plumbing in connection with sewers and water mains on highways, streets and roadways up to five (5) feet from any building.

Wages. \$4.00 below the prevailing journeyman's rate per hour. Plus 100% fringe benefits. Forty (40) hour work week. 1 ½ time for overtime. Sundays and Holidays shall be double time.

## DESCRIPTION OF WORK

This agreement shall apply to all work performed by all employees of any employer who performs any plumbing or pipefitting work.

“Plumbing and Pipefitting work” shall include, but shall not necessarily be limited to, work on or involving:

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

10. All sheet lead lining for X-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipe fitting industry.
11. All block tin coils, carbonic gas piping, for soda fountains and bars, etc.
12. All piping for railing work and racks of every description whether screwed or welded.
13. All piping for pneumatic vacuum cleaning systems of every description.
14. All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil, or gas, used in connection with railway cars, railway motor cars, and railway locomotives.
15. All marine piping, and all piping used in connection with ship building and ship yards.
16. All power plant piping of every description.
17. The handling, assembling and erecting of all economizers, superheaters, regardless of the mode of making joints, hangers, and erection of same.
18. All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs, and water grates, boiler compound equipment, etc.
19. All soot blowers and soot collecting piping systems.
20. The setting, erecting and piping, for all smoke consuming and smoke washing and regulating devices.
21. 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.

22. The setting and erecting of all boiler feeder 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, ventilation and air conditioning system.
23. All piping for artificial gases, natural gases, and holders and equipment for same, chemicals, minerals and by-products and refining of same, for any and all purposes.
24. 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.
25. All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.
26. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, mixing devices, and piping thereto of every description.
27. 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.
28. All fire extinguishing systems, and piping, whether by water, steam, gas or chemical, fire alarm piping, and control tubing, etc.
29. All piping for sterilizing, chemical treatment, deodorizing, and all cleaning systems of every description, and laundries for all purposes.
30. All piping for oil, or gasoline tanks, gravity and pressure lubricating and greasing systems, air, water, or any other method.
31. All piping for power, or heating purposes, either by water, air, gas, oil, chemicals or any other method.

32. 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.
33. All pneumatic tube work, and all piping for carrying systems by vacuum, compressed air, steam, and hydraulic lifts, etc.
34. All pipes to stoves, fire grates, blast and heating furnaces, ovens driers, heaters, oil burners, stokers and boilers and cooking utensils, etc., of every description.
35. All piping in connection with central distributing filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, and aeration basins.
36. All process piping for refining, manufacturing, industrial, and shipping purposes, of every character and description.
37. All air piping of every description.
38. All temporary piping of every description in connection with building and construction work excavating and underground construction.
39. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduits and boxes, plus all fire stops used in connection with pipe fitting industry.



40. The handling and setting of boilers, setting of fronts, setting of soot blowers, and attaching of all boiler trimmings.
41. All pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts, and water lines, and booster stations of every description.
42. All acetylene and arc welding, brazing, lead burning, soldering and wiped joints, caulked joints, expanded joints, rolled joints, or any other mode or method of making joints in connection with the pipe fitting industry.
43. Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.
44. All methods of stress relieving of all pipe joints made by every mode or method.
45. The assembling and erecting of tanks used for mechanical manufacturing, or industrial purposes, to be assembled with bolts, packed, or welded joints.
46. 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.
47. The operation, maintenance, repairing, servicing and dismantling of all work installed by employees covered by this Agreement.
48. All piping for cataracts, cascades, i.e., (artificial water falls) make-up water fountains, captured waters, water towers, cooling towers, and spray ponds, used for industrial, manufacturing, commercial or for any other purpose.
49. Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, wood, or any other kind of material, or products manufactured into pipe, useable in the pipefitting industry, regardless of size or shape.

No employee shall be required to furnish any tools. Each employee shall be responsible for all tools furnished by his Employer and must return all tools when leaving his employ. Each Employer is to provide suitable protection and safe storage for all tools.

No employee shall be allowed to do any lumping of work and there shall be no limitations as to the amount of work an employee shall perform during his work day.

There shall be no restrictions on the use of machinery, tools or appliances used in connection with the work covered by this Agreement, except that if power pipe cutting and threading machines are to be used, all pipe sizes to and including 8 inches in diameter shall be cut and threaded on the job or in the shop and such work shall be covered by this Agreement.

The prefabrication of welded pipe formation of a diameter of 22 inches or greater all lap joint work and the re-facing of flanges shall be performed at the job site or in the Employer's shop and such work shall be covered by this Agreement.

This Agreement shall cover the following work which shall be performed in the field.

Unloading, handling and erecting of material and the installation of hangers and supports.

The cutting and threading of all pipe with a nominal diameter of 2 inches or less and the making of all bends in such pipe.

The attaching and assembling of all pipe fitting valves whether welded, screwed or flanged.

In order to avoid jurisdictional disputes between the Union and other labor organizations, each Employer agrees to procure and embrace in its job contracts and specifications all of the piping fixtures, appurtenances and appliances that are necessary to make a complete plumbing and/or pipe fitting installations.

The operation and maintenance of all plants, houses, and buildings, including temporary heat, shall be covered by this Agreement until the completion of the building.

## **APPENDIX “A” DRUG AND ALCOHOL POLICY**

Whereas the use of alcoholic beverages and/or illegal drugs while working constitutes a threat to the health and safety of fellow employees and the general public and

Whereas the drug free workplace act and other laws sometimes require employers to certify that it will provide a drug-free workplace.

Whereas it is in the best interest of the public, the employer the Union, and the employees to provide a clearly delineated and uniform drug policy, it is agreed that all employees are forbidden to use or possess alcohol or illegal drugs at any time or anywhere in the workplace.

Further, workers are forbidden to use or possess alcohol or other transaction involving alcohol or illegal drugs on the worksite.

Any violators of this policy shall be subject to disciplinary action, including discharge.

Employees working directly for owners or employers subject to any specific Federal Law will receive an additional policy sheet governing any additional requirements.

## **APPENDIX ‘B’ ALTERNATIVE DISPUTES RESOLUTION**

The Employers and the Union agree to jointly develop a Workers Compensation Alternative Disputes Resolution Addendum and adopt it herein.

## **APPENDIX “C” UNITED ASSOCIATION STANDARD FOR EXCELLENCE**

The Employers and the Union agree to adopt and support the United Association Standard for Excellence. This policy outlines both the obligations of the UA members on the job and the obligations of the signatory contractors and is a guide to our joint commitment to excellence in our industry.

**FOR THE EMPLOYER**

Mechanical Contractors Association  
of the Capital District

Joe Burniche, President  
Tom Holmes, Vice President  
Jesse Gorman, Treasurer  
Dan Keating, Secretary  
Jack Dority, Past President  
Nelson Charron  
William Otis, Executive Director

**LOCAL 773 NEGOTIATING COMMITTEE**

Michael Jarvis, Chairman    Brian Kill    Eric Denno

James Drexel    Daniel Zachary Fagle

**WE HEREBY ACCEPT THE PROVISIONS OF THIS AGREEMENT AND  
HEREBY AGREE TO ABIDE BY SAME.**

Contractor/Employer: \_\_\_\_\_

Representative Name/Title: \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

For Local 773 \_\_\_\_\_

**PLUMBERS & STEAMFITTERS  
LOCAL 773**

P. O. Box 312  
Glens Falls, NY 12801

[www.lu773.org](http://www.lu773.org)

**TELEPHONE:**

(518) 792-9157 - Local Office

Michael R. Jarvis, Business Manager/  
Financial Secretary-Treasurer

(518) 792-0586 - Benefits Office

Christopher J. Baxter, Fund Administrator

**UNION MEETING NIGHT**

4<sup>th</sup> MONDAY - 6:30 P.M.