

AGREEMENT

Between

PLUMBERS U.A. LOCAL UNION NO. 16

And

MECHANICAL CONTRACTORS ASSOCIATION

OF OMAHA, INC.

May 24th 2026

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AGREEMENT

AGREEMENT, between THE MECHANICAL CONTRACTORS ASSOCIATION OF OMAHA, INC., hereinafter referred to as the "Association", and PLUMBERS LOCAL UNION NO. 16 of OMAHA, NEBRASKA hereinafter referred to as the "Union". This agreement is effective May 24th, 2026 through May 25th, 2030.

PREAMBLE

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

ARTICLE I

Recognition

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

To protect and preserve, for the employees covered by this Agreement, all work they have performed under this Agreement and to prevent subterfuge to avoid the protection and preservation of such work, it is agreed as follows: if a contractor bound to this Agreement as an Association member or a direct signatory performs on-site construction work within the territorial jurisdiction set forth in Article III, of the type performed by such contractor's employees under this Agreement, under its own name or the name of another as a corporation, company, partnership, or other business entity, including a joint venture, in which the majority ownership of such business entity is owned by the contractor, wherein the contractor, through its officers, directors, partners, owners or stockholders exercises management control, the terms and conditions of this Agreement shall be applicable to all such work.

ARTICLE II

Work Jurisdiction

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

Notwithstanding the items listed in the foregoing paragraph, the following exceptions shall apply:

- (1) Material or equipment may be delivered to the job site by the supplier or the employer's delivery person and placed as directed by the foreman at a designated delivery area.
 - (2) Preliminary work defined as sleeves and inserts may be accomplished by either plumbers or fitters if the other craft is not on site.
- (a) The parties agree that this article is a material and substantial part of this Agreement, establishing terms of employment, and the breach of any provision of this article constitutes a substantial breach of this Agreement.

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

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

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

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

Employers shall submit this information to the M.C.A.O. and Local 16 on U.S. Dept. of Labor, Form WD-10, Contractor's Report of Construction Wage Rates, on a quarterly basis during each calendar year. These forms shall be maintained by county, and the information furnished to the unions upon request.

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

ARTICLE III

Territorial Jurisdiction

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

ARTICLE IV

Proficiency Improvement

- (a) Both the Association and the Union recognize that the recent technical advances in the industry require new and greater skills of journeymen, and apprentices, and the Association and the Union accept as their obligation, the responsibility for continually endeavoring to improve the skills for such journeymen and apprentices, and for assuring through journeymen and apprenticeship training, under the sponsorship of the Joint Apprenticeship Committee and/or the Plumbers Administration and Training Committee (and in accordance with the rules established by the Federal Committee of Apprentices with respect to apprentice training) an adequate number of employees who are able to enter and continue in the trade properly equipped to perform it. The Association and the Union agree that they will encourage employees hereunder to attend and complete such training programs to assure the Association's members of a sufficient number of skilled employees to perform work hereunder. The Union is to conduct a class of instruction and training for its members so that its members will be competent to perform the work claimed under their jurisdiction, the cost of such instruction and training to be paid out of the Journeymen and Apprenticeship Training Fund and/or the Plumbers Administrative Training Fund as provided for in Article XIII, sections (c) and (f) respectively.
- (b) Both the Association and the Union recognize that there have been many changes and advances in OSHA laws, hazardous materials laws and other governmental standards, which require employee training. The Union shall offer the following mandatory training for all of its members on an annual basis and will provide a method of documentation of this training to eliminate duplicate training by contractors. The mandatory training will include first aid, hazardous materials exposure and training incorporating the Occupational Safety and Health Training Course in Construction Safety and Health (10-Hour OSHA). All of the above training will be performed in accordance with the recognized industrial standards and certification will be issued by the appropriate authority so that when an employee reports for work the employee can document to the employer that he or she has taken the training and is currently certified in all of the above areas. CPR training shall be made available for each union member.
- (c) The Union shall provide documentation of the completion of mandatory Continued Education training for each member to the Association each year for the term of this Agreement. The wage increases negotiated under this Agreement shall be contingent upon documentation to the Association of ninety percent (90%) compliance with the mandatory Continued Education training by all working members of the Union actively employed to assure that the required training and certification of members remain current.

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

- (d) The Labor Management Committee shall meet and confer at such times as necessary to review the process being implemented to carry out the intent of this Article, and make any recommendations deemed appropriate to enhance the likelihood of the successful completion of the mandatory training requirements as set forth. The committee may also make recommendations regarding any further education and training needs that arise during the course of this Agreement.
- (e) Employees covered under the terms of this Agreement shall obtain and maintain licenses as follows:
 - (1) Employees holding a journeyman license prior to May 31, 2006 are exempt from these requirements.
 - (2) All Apprentices shall obtain and maintain OSHA 30, Omaha, State of Iowa and Bellevue journeyman plumbing licenses prior to receiving journeyman pay.
 - (3) Journeymen who become affiliated with the Union for the first time on or after the effective date of this Agreement shall have one year from the first date of their affiliation in which to obtain and maintain their Omaha journeyman plumbing license. A written assessment shall be part of the application process for these journeymen, if the results are not satisfactory a practical test shall also be administered. This will apply to all applicants after July 1st, 2023.
 - (4) Non-compliant employees shall receive pay at the rate of a fifth year apprentice.

The Union agrees that curriculum for a foreman training class will be developed jointly by the Labor/Management Committee.

- (f) The Union and the Association recognize the importance of worker efficiency and attitude. The Union shall provide training for all its members in the goals outlined by the UA Standard for Excellence. The UA Standard for Excellence is included in this agreement as Appendix G.

ARTICLE V

Hirings and Discharges

(A) The Union shall be the source of referral of applicants for employment with the Employer. Selection by the Union of applicants for referral to jobs shall be on a legal and non-discriminatory basis. Employers may request the Union verbally or in writing for employees by name and/or qualification and if said employees are unemployed, the Union will dispatch the named or qualified employee(s) at once.

The Union agrees to furnish competent, available Journeymen at all times. The Employer retains the right to reject any job applicant referred by the Union. The Employer will notify the Union office within twenty-four (24) hours the reason for the rejection.

Nothing in this Article shall prohibit the Employer from hiring from any other available source if the Union is unable to supply the requested manpower within forty-eight (48) hours of the request; except that if the source for manpower is another Employer, that Employer must provide a Notice of Termination to the Union for each employee being sourced so the Union can refer the employee(s) pursuant to the original manpower request. The Employer shall also be the sole judge of the number of employees required on any job or project.

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

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

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

At termination of employment, a notice of termination shall be filled out by the Employer, a copy of which shall be provided to the employee, another copy to be furnished to the local union. Such notice of termination shall be upon a form agreed to by the Joint Conference Committee and such forms shall be furnished to all signatory contractors by the Association.

(C) The Union agrees to provide a work referral for each applicant requested by the employer. The applicant will not be considered eligible for employment until the work order and two (2) forms of identification are presented to the Employer. Types of identification that will be accepted include driver's license, US passport, Certificate of US Citizenship, Certificate of Naturalization, US Military card or draft record, US Social Security Card, Voter's Registration Card, or an I.D. card issued by Federal, State, or Local government agencies or entities, provided it contains a photocopy or information such as name, date of birth, gender, height, eye color, and address.

(D) To ensure the Standard for Excellence platform as set forth in Appendix (G) of this Agreement meets and maintains its stated goals, a Policy Committee is hereby established composed of one member appointed by the Union, one member appointed by the Association, and one Public Member agreed to by both parties. It shall be the function of the Policy Committee to consider any complaint of the Union or the Association arising from the Standard for Excellence. The Policy Committee shall have the power to make the final and binding decision of any such complaint. In the absence of a unanimous decision, the Public Member of the Policy Committee shall make the final determination as to the employee's eligibility for referral from the Out of Work List.

The Policy Committee shall use the following procedures for employee discipline:

(1) After the first termination for those reasons identified under the Discharge provisions in the Notice of Termination, the employee shall meet with the Business Manager, or his/her designee, and receive a verbal warning.

(2) After the second termination for those reasons identified under the Discharge provisions in the Notice of Termination, the employee shall meet with the Policy Committee, which may impose a maximum penalty of not being eligible for the Out of Work List for two (2) weeks.

(3) After the third termination for those reasons identified under the Discharge provisions in the Notice of Termination, the employee shall meet with the Policy Committee, which may impose a maximum penalty up to and including permanent elimination from the Out of Work List.

(4) Any infraction of the Standard for Excellence will be subtracted two (2) years after such infraction occurred.

The Policy Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from or modify any of the provisions of this Agreement, and its decisions shall be in accordance with this document. All costs associated with the enforcement of this provision shall be borne by P.A.T. #3.

ARTICLE VI

Disputes

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

- (a) Jurisdictional Disputes. In recognizing the work jurisdictional claims enumerated in Article II above, it is nevertheless understood that the initial assignment of work is to be made by the employer, providing the work to be assigned is in the contract of employer bound by the terms of this Agreement. The settlement of Jurisdictional disputes with other building trade organizations shall be adjusted in accordance with the procedure established by the Impartial Jurisdictional Disputes Board for jurisdictional awards or any successor agency thereof. Any dispute with U.A. Local No. 464 or any other U.A. Local shall be settled by the United Association of Journeyman and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada.
- (b) Union Representation and Access to Jobs. Authorized representatives of the Union shall have access to jobs where employees covered by this Agreement are employed, providing they do not unnecessarily interfere with the employees or cause them to neglect their work, and further providing such Union representation complies with customer rules.

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

- (c) Other Disputes. Any and all disputes and controversies, other than those covered in paragraph (a) above, that arise as to the meaning, application and /or interpretation of any of the provisions of this Agreement shall be treated as grievances and settled, if possible, by discussion between the employee or steward and the foreman or employer. If not thereby settled, it shall be reviewed immediately by the representative of the employees and the employer or their respective authorized agents. Any grievance which is not satisfactorily settled in this review shall be filed in writing with the Joint Conference Board of the Employees and the Association by the aggrieved party or that party's representative. This written filing shall set forth all facts necessary to a proper consideration of the grievance including the time, individuals affected, and other

essential data, and shall be signed by the aggrieved party. Any grievance that is not so filed, in writing, within ten (10) working days after it originates shall be barred, and the parties or party concerned shall not be entitled to any further hearing or action thereon.

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

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

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

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

ARTICLE VII

Hours of Work

- (a) **Regular Workweek.** The regular workweek shall be Monday through Friday.
- (b) **Regular Work Hours.** The Regular workday shall be from 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 4:30 p.m. Employees shall be on the job site, ready to start work at the hours specified.
- (c) **Absence.** In the event that the employee is to be absent from work they must notify the office of the employer before 8:00 a.m. on that workday. If the employee wished to leave the job site before the end of the workday, they must also notify the office of the employer of this request.
- (d) **Additional Shifts.** Shift work may be performed at the option of the employer as follows:
 - (1) Shift work must continue for a period of at least five days.
 - (2) Each shift shall be at least eight hours in length.
 - (3) Employees on the second or third shifts shall have their net taxable wage rate increased by 15%.
 - (4) The employer may fabricate materials on the job site or in their shop during the normal shift for installation by members of Local #16 on either the second or third shifts.
 - (5) All shifts shall perform work on the same project.
- (e) **Overtime.**

Except as provided in subsection (g) the following shall apply:

- (1) Employees shall be paid for actual hours worked. Time for meals shall not be included.
- (2) Work performed at other than Regular Work Hours shall provide mealtime breaks from 6:30 pm to 7:00 p.m. or from 12:30 am to 1:00 a.m. as applies.
- (3) All work performed in excess of eight hours per day or 40-hours per week and all work performed on Saturday shall be paid at the rate of one and one half times the regular net taxable hourly rate plus standard benefits.

- (4) All work performed on Sundays and Holidays as listed in Article X shall be paid at the rate of two times the regular net taxable hourly rate plus standard benefits. In addition to the above, should the Holiday fall on Friday, Sunday, or Monday the Saturday of that Holiday weekend will be paid at DT rate.

(f) Payday. The pay period shall begin on Sunday and end at midnight Saturday for all employees. A check shall be delivered to the employee or funds shall be deposited in the employee's account no later than 4:30 p.m. on the following Friday. In addition:

- (1) An employee laid off or discharged shall receive a check at the time of the discharge or lay off.
- (2) When an apprentice is transferred, the employer shall either deliver the check to the employee or have the funds deposited in the employee's account by 4:30 p.m. on the following Friday.
- (3) Any employee who voluntarily terminates employment will have a check delivered to the employee or funds deposited in the employee's account at the next regular payday.
- (4) If the employer is unable to deliver a check or deposit funds by 4:30 p.m. on the regular payday, the employer agrees to add a surcharge in the amount of 10% of the gross taxable amount, accrued on a weekly basis.

(g) Alternate Work Hours

- (1) At the mutual consent of the employees and the employer, work may be performed at the straight time rate up to ten hours per day or forty hours per week between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday.
- (2) Contractors performing remodel work where the owner designates hours of work other than those listed in this article may pay the straight time wage rate for a maximum of eight hours per day, forty hours per week, Monday through Friday. This provision shall not apply to hospitals.
- (3) Contractors performing service work as defined below may pay the straight time wage rate for a maximum of ten hours per day, forty hours per week, Monday through Saturday at the mutual consent of the employer and the employee. For the purposes of this article, service work shall be defined as follows:
 - (a) The cleaning of stoppages in drains, coil, waste, or vent pipe;
 - (b) The repair of leaks in pipes and valves when such repairs do not involve or require the re-arrangement of valves or pipe and the total distance of the pipe to be replaced is less than 15 feet;

- (c) The replacement of such fixtures as water closets, lavatories, water heaters, disposals, dishwashers, and kitchen sinks when such replacement does not require the re-arrangement of water, waste, or vent piping;
- (d) The replacement or repair of faucets, traps, and supplies on existing fixtures;
- (e) The installation and replacement of sill-cocks, pressure reducing valves, pumps, backflow preventers and like devices.
- (h) Make-up Day Should it be necessary to cancel work due to rain, snow and ice during the regular workweek, the employees losing this work may, by mutual consent of the employee and employer, work the cancelled hours on Saturday as a make-up day at their straight time rate of pay. The make-up day must take place on the job where the cancellation occurred and only those employees who lost time on that particular job will be allowed to work the make-up hours on that job site. All make-up hours must be worked in the same week the time was lost. If an employee is unable to work the lost hours when requested, the employer may utilize another employee who lost hours from a different job site to take the employee's place. In no event shall any employee be intimidated because they are unable or unwilling to work lost time hours on Saturday. Under no circumstances will employees working make-up hours on a job site be intermingled with the contractor's other employees who would be receiving premium pay. In such event, all employees of the contractor would be paid premium pay for the day.
- (i) Service Employees. Service Employees shall be paid for time worked. Time worked shall include the following:
 - 1. Travel time between job sites.
 - 2. Time to obtain materials and supplies.
 - 3. Time to process paperwork.
 - 4. Travel time returning to the shop to perform assigned tasks.

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

ARTICLE VIII

Foremen

- (a) Where on any job there are five or more journeymen and apprentices, one (1) will be foreman. When the working force reaches thirteen (13) journeymen and apprentices, one shall be an area foreman and one shall be a foreman. When the working force reaches twenty four (24) journeymen and apprentices, one shall be a general foreman, and two (2) shall be foremen. When the working force reaches thirty (30) journeyman and apprentices one shall be a general foreman and three (3) shall be foremen, and for each additional five (5) journeymen and apprentices one shall be a foreman. For every six (6) foremen, there shall be one (1) additional area foreman. A foreman shall not be restricted from performing actual work if and when the foreman's supervisory duties permit.
- (b) Rate of Pay. Percent applied to net taxable.
1. Foreman, 10% above journeyman to even cents
 2. Area Foreman, 15% above journeyman to even cents
 3. General Foreman, 20% above journeyman to even cents

ARTICLE IX

Travel Pay and Subsistence

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

- (f) All work performed within the 50-mile distance from The Plumbers Local Union No. 16 Union Hall, and all of Douglas County, Nebraska shall be a free zone. In addition to the Omaha free zone, there will also be established a 50 mile free zone from the City Hall in the City in which the employee has permanent residence. This provision pertains to the following: Grand Island, Hastings, Norfolk, Fremont, Columbus and Kearney.
- (g) The Union and the Employer may negotiate an amount for travel and subsistence for projects outside the free zone.

ARTICLE X

Holidays

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

ARTICLE XI

Tools and Equipment

All Employer-owned tools and equipment furnished by the employer are the responsibility of the employee. Such tools shall be locked in boxes provided by the Employer at the end of each shift. Foremen are to maintain a current inventory of all Employer-owned tools and equipment furnished to employees and shall notify the employer's office of any loss.

Loss of Employer-owned tools and equipment furnished to the employee caused by the employee's neglect, carelessness, or negligence shall be the responsibility of the employee. The Employers shall direct the employee, in writing, with a copy to the Union, to reimburse the Employer for the loss. Terms for the reimbursement shall be jointly determined by the Employer and the Union. The Employers shall furnish protective equipment for employees use in accordance with OSHA Rules and Standards or as required by the Employer, whichever is more stringent, and the employee shall faithfully use the protective equipment required in the manner for which it is intended.

The Employers shall furnish at their expense to all working members the tools listed in Appendix F of this Agreement. The employees to whom the tools are furnished shall own the tools and shall be responsible for maintaining a complete set of all such tools. Tools that are lost, stolen, or broken from misuse shall be replaced at the employee's expense. Tools that wear out or break in normal service shall be replaced by the employee under warranty.

If the Owner or General Contractor requires safety-toed boots and/or prescription safety glasses the Employer will reimburse 50% of the purchase price of these items up to \$150.00 for prescription glasses and \$200.00 for safety-toed boots upon submission of a receipt. Reimbursement is limited to one pair of glasses and one pair of boots per calendar year. The employee shall retain ownership of glasses or boots.

ARTICLE XII

Wage Rates

Section 1

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

Section 2

The following wage rates are dependent upon compliance with the provisions of Article IV (c). The 1st Year Apprentice H&W p/h rate shall be 50% of the Journeyman Rate

For the period from May 24th, 2026 through May 29th, 2027 the Employers agree to pay an additional four dollars (\$4.00) per hour.

For the period from May 30th, 2027 through May 27th, 2028 the Employers agree to pay an additional three dollars and thirty cents (\$3.30) per hour.

For the period from May 28th, 2028 through May 26th, 2029 the Employers agree to pay an additional three dollars and forty cents (\$3.40) per hour.

For the period from May 27th, 2029 through May 25th, 2030 the Employers agree to pay an additional three dollars and fifty five cents (\$3.55) per hour.

The exact distribution between net taxable income and the fringe benefit funds will be determined by the Union, except for contributions to the Pension Fund and the Health and Welfare Fund which shall be determined by the Trustees of the Pension Fund and the Health and Welfare Fund acting not as Trustees or fiduciaries of the Pension Fund or Health and Welfare Fund, but as representatives of the collective bargaining parties. If the Pension and/or Health and Welfare Fund(s) require additional funding prior to the end of a contract year, the contribution shall be made from net taxable income.

ARTICLE XIII

Fringe Benefits

- (a) Health and Welfare Fund. In accordance with the provisions of the Agreement and Declaration of Trust, as amended, pertaining to the establishment and operation of Plumbers Local Union No.16 Welfare Fund of Omaha, Nebraska, which is incorporated herein by reference, each Employer agrees to continue, throughout the term of this Agreement, to pay into that Fund the sum per hour for each hour worked by journeymen and apprentices, hereunder, as shown on the wage rate and fringe benefit schedule.
- (b) Pension Fund. In accordance with the provisions of the Agreement and Declaration of Trust, as amended, pertaining to the establishment of U.A. Local Union No. 16 Pension Trust Fund, which is incorporated herein by reference, each Employer agrees to continue throughout the term of this Agreement to pay into that Fund the sum per hour for each hour worked by journeymen and apprentices, hereunder, as shown on the wage rate and fringe benefit schedule.
- (c) Journeymen and Apprenticeship Training Fund. In accordance with the provisions of the Agreement and Declaration of Trust, as amended, pertaining to the establishment of the Omaha Plumbers Joint Apprenticeship Committee, which is incorporated herein by reference, each Employer agrees to continue, throughout the term of this Agreement, to pay into that fund, the sum per hour for each hour worked by the journeymen and apprentices, hereunder, as shown on the wage rate and fringe benefit schedule. The sums so paid are in no event to be returnable to or recoverable by the employers paying them and are to be utilized and expended, at the discretion of that committee, for the development and improvement of skilled employees in a trade.
- (d) Vacation Fund. In accordance with the provisions of the Agreement and Declaration of Trust, as amended, pertaining to the establishment and operation of the Plumbers Vacation Fund of Omaha, Nebraska, which is incorporated herein by reference, each employer agrees to pay 8% of the net taxable wage of Journeymen and 4% of the net taxable wage of Apprentices, to the even cents, not to include Health and Welfare, Pension, Defined Contribution, J.A.C. (Education) Fund, P.A.T., International Training Funds and Industry Development Funds. No more than 10% of a contractor's work force will take vacation at one time.
- (e) Plumbers Administrative Training Fund. In accordance with the provisions of the Agreement and Declaration of Trust, as amended, pertaining to the establishment of the Plumbers Administrative Training Fund, which is incorporated herein by reference, each employer agrees to continue throughout the term of this Agreement to pay into that Fund the sum per hour for each hour worked by journeymen and apprentices, hereunder, as shown on the wage rate and fringe benefit schedule. The sums so paid are in no event to be returnable to or recoverable by the employers paying them and

are to be utilized and expended, at the discretion of the P.A.T. trustees, for the development and improvement of skilled employees in a trade.

- (f) Defined Contribution Fund. In accordance with the provisions of the Agreement and Declaration of Trust, as amended pertaining to the establishment of the Plumbers Local Union No. 16 Defined Contribution Plan which is incorporated herein by reference, the Association's members agree to continue throughout the term of this Agreement to pay into the Defined Contribution Plan a tax deferred sum per hour for each hour worked by journeymen and apprentices, in the amount that each journeyman and apprentice has elected to have his/her net taxable wage reduced, provided that this reduction is authorized by completing the proper form.
- (g) International Training Fund. 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.

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

Payments shall be made to the International Training Fund maintained under the Restated Trust Agreement of The International Training Fund, entered into April 6th, 1998 by the United Association of Journeymen and Apprentices of the Plumbing and Pipe fitting Industry of the United States and Canada and the National Constructors Association. The employer agrees to be bound by all terms and conditions of the Trust and the terms of the Trust are incorporated into this Agreement by reference. The employer ratifies, accepts, and designates as its representative the Employer Trustees serving under the terms of the Trust as well as such future Employer Trustees who may be appointed pursuant to the terms of the Trust.

It is agreed that all contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have authority to retain an accountant or accounting firm to perform payroll audits of the employer to determine whether contributions have been made on behalf of all employees covered by the Agreement.

If an employer fails to make contributions as set forth in Article XIV, subsection (c), the Union shall have the right to take whatever steps are necessary to secure compliance, any provision of this Agreement to the contrary notwithstanding. In addition, the employer shall be liable for interest and liquidated damages as provided in the Trust. If a lawsuit is filed, the employer shall also be liable for all costs and expenses of collecting payment due, together with attorneys' fees, audit costs and court costs. The employer's liability for payment shall not be subject to the grievance or arbitration procedure or the "no-strike" clause provided under the Agreement.

ARTICLE XIV

Trust Agreements

- (a) Trustees of the Health and Welfare Fund, Pension Fund, Vacation Fund, P.A.T. Fund, J.A.C. (Education) Fund and Defined Contribution Fund, may require a Payment Bond, in the amount of \$5,000.00 per fund of any employer having employees covered by this Agreement, as security for the proper payment of contributions to the various funds.
- (b) At the end of each month, a written report shall be made by the Greater Omaha Pipe Trades Benefit Fund office to the Union listing those employers who are delinquent in paying to the various fringe benefit funds as set forth in this Agreement.

All employers subject to this Agreement shall submit to the Greater Omaha Pipe Trades Benefit Fund Office a report indicating the total number of hours worked by each employee in the preceding month and the appropriate amount of contributions to each Benefit Fund based on those hours. This report and payment shall be due on the fifteenth (15th) day of each month. An employer may issue a single check, payable to Greater Omaha Pipe Trades, for the total amount due to all Benefit Funds.

Employers shall submit a separate check in the amount of all elective tax-deferred compensation directed by employees into the Defined Contribution Fund to the custodian of the Defined Contribution Fund within three (3) business days following the date contributions are withheld from the employee's paycheck. Employers shall comply with the contribution procedures established from time to time by the Trustees of the Defined Contribution Fund, provided that the contribution procedures shall not be changed unless such change should become necessary in order to comply with Department of Labor regulations or laws.

Employers not complying with the above deadlines shall be considered delinquent and shall be required to pay a 10% service charge which shall be due upon the last day of the month in which the delinquency occurs. Any check constituting payment of the service charge should be made payable to the Greater Omaha Pipe Trades and sent to the Greater Omaha Pipe Trades Benefit Fund Office.

Employers shall forward payment to the Greater Omaha Pipe Trades Benefit Fund office for all other service charges and/or interest on all other delinquencies specified in this Agreement.

- (c) Fringe Benefits are considered part of the wage package. The Administrator and/or the Trustees shall send a written notice of delinquency to each employer whose payments of fringe benefits are delinquent to the last known business address of the employer. The Administrator and/or Trustees shall send a copy of each notice of

delinquency to the Union and the Association. Within ten (10) calendar days of the date of the notice of delinquency, the Union shall commence such action as is necessary to stop further accrual of delinquent fringe benefit payments.

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

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

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

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

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

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

ARTICLE XV

Workers' Compensation and Unemployment Compensation

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

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

ARTICLE XVI

Welding Tests

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

ARTICLE XVII

Subcontracting

- (1) The employers agree not to sublet or contract any work covered herein unless the contractor to whom the contract is sublet is in agreement with the provisions hereof, with the exception of utility work, with the understanding that no work will be sublet to a non-signatory plumbing contractor.
- (2) When two or more persons go into the plumbing or pipefitting business, one (1) member of the firm will be allowed to work with the tools.

ARTICLE XVIII

Reporting Pay

Any employee, after being hired and reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the prevailing rate of wage provided that a) the employee remains at the jobsite for two (2) hours and performs any work assigned; and (b) the employee had not been notified before leaving home not to report.

When weather or strike conditions make it impossible to put the employee to work or where stoppage of work is occasioned thereby, or when the employee leaves work on his or her own accord, or where the employee is assigned to repair or maintenance work, the employee shall receive pay only for hours worked.

If after starting work, conditions dictate stoppage of work within two hours after starting, the employee shall, nonetheless, receive two hours pay at the prevailing rate for that day, provided that the employee remains at the job site and available to resume work for the balance of that two hour period. In the event that the employee elects to leave the job site prior to the expiration of that two hour period, the employee shall receive pay only for the portion thereof that the employee remains at the job site and available to resume work.

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

ARTICLE XIX

Injury on the Job

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

ARTICLE XX

General Conditions

- a. The Association shall furnish a list of all members of the Association to Local No.16. When a new member has joined the Association, Local No. 16 will be notified immediately in writing of the name and address of the new member. If a member quits the Association, Local No.16 will be notified that the member quit the Association.
- b. The employer and the Union will jointly make every effort to have the architects and/or engineers include in the mechanical section all items belonging within our industry to fabricate, furnish and/or install.
- c. The employer and employee shall abide by all safety rules and regulations as provided under OSHA and enforced by the Nebraska and/or Iowa State Labor Departments. By this provision neither party assumes any greater obligation than imposed by applicable safety laws.
- (d) On all plumbing installations covered by this Agreement, a journeyman plumber, a member of the Union, shall be on the job site in the employment of the employer for such time as actual physical work is to be done on the installation covered by this Agreement. However, this does not prohibit a Master Plumber from performing work alone.
- (e) Labor-Management Committee. There is hereby established a committee to be known as the Labor-Management Committee which shall consist of ten (10) members, five (5) members to be appointed or elected by the Association and five (5) members to be appointed or elected by the Union, including the Business Manager, Secretary Treasurer, and President of the Union, each of whose terms shall coincide with the term of these Articles of Agreement. In general, the purpose and function of such committee shall be to meet and confer together at such times and places as a majority of the committee shall determine, and for the purpose of studying such matters, problems and other things relating to the good and welfare of the industry as a whole, and to make recommendations to the Association and the Union for solutions to such problems, the adoption of programs designed to improve the good and welfare of the industry and to promote industrial harmony and public welfare. The Labor-Management Committee shall be empowered to make adjustments to this contract, as it deems necessary on competitive projects as defined in Appendix B.
- (f) Employers may implement the provisions of Nebraska State Statutes 48-1901 et. seq. in order to establish drug-testing policies. Such policies shall be applied to all employees covered by this agreement on an equal and non-discriminatory basis.

(g) When an employee reports to work at the direction of the employer and:

(1) The employee fails a post-offer drug test; the employee shall receive no pay, pending the following:

(a) Drug test must be the first order of business upon the Employee's arrival at designated worksite. If the drug test is not available as the first order of business, the Employee shall receive pay for hours worked up until such times as the drug test is made available.

(2) The employee passes a drug test; the Employee shall receive pay from the Employer for the time at drug testing.

ARTICLE XXI

Dues and Assessment Check-Off

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

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

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

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

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

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

ARTICLE XXII

Legality

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

ARTICLE XXIII

Duration and Termination

This Agreement shall become effective on May 24th, 2026, and will renew at the wage rates existing on May 25th, 2030, unless notice of termination or modification is given in writing by either party to the other party within sixty days prior to the anniversary date. Negotiations may be opened prior to the anniversary date by a majority vote of the Joint Conference Board.

ARTICLE XXIV

Harmony Clause

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

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

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

ARTICLE XXV

Apprentices

(a) Except as provided in subsection (j), the term apprentice as used in this Agreement shall mean only those persons who have signed an Apprentice Agreement with the Joint Apprenticeship Committee operating under a trust agreement created by the parties thereto. No apprentice shall work as a journeyman until certified as a journeyman by the Joint Apprenticeship Committee.

(b) Apprentices and the administration of the local apprenticeship system shall be governed by the terms and procedures established by the Joint Apprenticeship Committee. The Joint Apprenticeship Committee shall determine the number and placement of apprentices to be selected each year. Except as provided in subsection (d), no apprentice shall work alone or only with another apprentice, but will always be under the supervision of a journeyman.

(c) Each employer is eligible for one apprentice for every journeyman employed. The ratio of apprentices to journeymen at the job site will be determined by the jurisdiction in which the work is being performed.

(d) Apprentices in the fourth (4th) and fifth (5th) years of training are allowed to work alone on maintenance and repair work unless prohibited by the applicable city ordinance.

(e) Rotation of apprentices employed in construction shall be mandatory; except that fourth (4th) year apprentices shall have the option of remaining with an Employer for the fifth (5th) year of training if: (1) Both the apprentice and the Employer agree; and (2) The Employer has notified the Joint Apprenticeship Committee in advance of reassignment. Apprentice rotation will occur on the date the next contract period begins as defined in Article XXII section 2.

(f) Rotation of apprentices employed in service shall not be mandatory. The Employer and service apprentice shall appear before the Joint Apprenticeship Committee at a time set by the Committee to request that the service apprentice remain with the Employer for another year if both agree. The request shall be approved absent a preponderance of evidence that the apprentice has not been primarily engaged in service work while employed by the Employer making the request.

(g) All apprentices shall complete their training according to the standards set forth by the local Joint Apprenticeship Committee. Upon completion of such training, all graduates shall be required to obtain and maintain the Omaha, NE, State of Iowa and Bellevue, NE Journeyman Licenses. In the event they do not obtain and maintain all three licenses, they will remain at the wage rate of a fifth year apprentice until such time as the licenses are successfully obtained.

(h) Subject to subsection (c), Employers will employ apprentices in compliance with the approved J.A.C. Standards and Ratios.

(i) Rate of Pay.

All apprentices participating in the J.A.C. Program will be compensated according to the following percentages. Percentages will be applied to the journeyman net taxable wage rate:

1. First year Apprentice – 50%
2. Second year Apprentice – 55%
3. Third year Apprentice – 60%
4. Fourth year Apprentice – 65%
5. Fifth year Apprentice – 70%

The Vacation deduction for all apprentices will be 4%, as per Article XIII.

(j) The J.A.C. will promulgate rules and regulations consistent with the provisions set forth in this Article.

Pre-Apprentices

Plumbers Local 16 Pre-Apprenticeship Program shall be a one-year program. The selection process will be administered by the Trustees of the Plumbers Local 16 Joint Apprenticeship Committee.

During the program the Pre-Apprentice will be required to obtain a 10-hour OSHA certification. They will also be required to pass a basic math skills course, all to be scheduled by the Joint Apprenticeship Committee.

After a year of on-the-job employment and at the next application period, the pre-apprentice may be inserted into the apprenticeship program if there is an opening in the apprenticeship at the discretion of the JAC Committee. If there is no opening, he/she will remain as a pre-apprentice until an opening becomes available.

The pre-apprentice may become a member of the local union after a six-month probationary period and will be subject to all conditions set forth in the Constitution of the United Association in regards to apprentices.

An employer shall be eligible for a pre-apprentice under the following:

- (a) An employer is eligible for one (1) pre-apprentice if at least one apprentice is employed by the employer.
- (b) Once the employer has three (3) apprentices in his/her employ, the employer shall be eligible for an additional pre-apprentice.

- (c) For every additional three (3) apprentices employed thereafter, the employer shall be eligible for an additional pre-apprentice.

A request for a pre-apprentice shall be placed with the union and the union shall determine whether the criteria set forth in (a) through (c) above have been met. If the union is unable to provide a pre-apprentice within five (5) days of the request, the employer may hire a pre-apprentice and register the pre-apprentice with the union prior to assigning him/her to a job site.

Pre-apprentices shall not be restricted on the work that they can perform. The employer can use any combination of pre-apprentices, apprentices and journeymen as long as local codes and procedures are not violated. Use of the pre-apprentice shall not be job specific. It shall be the sole decision of the employer on which job(s) the pre-apprentice(s) shall be utilized.

Wages for a pre-apprentice shall be \$1.00 less per hour than 1st year apprentice wage rate and updated as deemed necessary by the Joint Apprenticeship Committee. **Hours for pre-apprentices shall be reported along with all other employees as specified in Article XIV (b)**

Article XXVI

Industry Promotion

(a) Industry Development Fund

The Industry Development Fund is to be administered in accordance with an Agreement and Declaration of Trust which shall be used for the purpose of promoting the good and welfare of this industry in accordance with the purpose set forth in the declaration. The Trustees shall determine the amount per hour that shall be contributed to the Industry Development Fund, and notify the Union of such amount prior to the distribution of the wage rate and benefit schedule for the pertinent contract year. This amount shall not be subjected to distribution or approval by the Union, and will be in addition to the negotiated wage increase. Such amount shall not be adjusted intra-annually.

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

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

Article XXVII

Most Favored Nations

No contractor bound hereunder shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other contractors employing persons represented by the Union and performing work as defined in this Agreement in the same jurisdiction.

APPENDIX A

Check-Off Authorizations

APPENDIX B

Labor Management Committee

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

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

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

APPENDIX C

Work Jurisdiction

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

1. All piping for plumbing, water, waste, floor drains, drain 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, hydronic solar panels, and the handling and setting of the above mentioned equipment.
4. All water services from mains to building, including water meters and water meter foundations.
5. All water mains from whatever source, including branches and fire hydrants, etc.
6. All down spouts and drainage area, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc.
7. All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and washrooms, shower stalls, etc.
8. All bathroom, toilet room and shower room accessories, i.e., as towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.
9. All lawn sprinkler work, including piping, fittings, and lawn sprinkler heads.
10. All sheet lead lining for x-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for room flashings in connection with the pipe fitting industry.
11. All fire stand pipes, fire pumps, pressure and storage tanks, valves, hose racks, fire house, cabinets and accessories, and all piping for sprinkler work of every description.
12. All block tin coils, carbonic gas piping, for soda fountains and bars, etc.

13. All piping for railing work, and racks of every description, whether screwed or welded.
14. All piping for pneumatic vacuum cleaning systems of every description.
15. All piping for hydraulic, vacuum, pneumatic, air water, steam, oil, or gas, used in connection with railway cars, railway motor cars, and railway locomotives.
16. All marine piping and all piping used in connection with shipbuilding and shipyards.
17. All power plant piping of every description.
18. The handling, assembling, and erecting, of all economizers, superheaters, regardless of the mode of making joints, hangers and erection of same.
19. All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc.
20. All soot blowers and soot collecting piping systems.
21. The setting, erecting, piping, for all smoke consuming and smoke washing and regulating devices.
22. The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards, and other controls used in connection with power, heating, refrigerating, air conditioning, manufacturing, mining, and industrial work.
23. The setting, erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers, and all piping for same in power houses, distributing and boosting stations, refrigeration, bottling, distilling and brewing plants, heating, ventilating and air conditioning systems.
24. All piping for artificial gases, natural gases, and holders and equipment for same, chemicals, minerals and by-products and refining of same, for any and all purposes.
25. The setting and erecting of all underfeed stokers, fuel burners, and piping, including gas, oil, power fuel, hot and cold air piping, and all accessories and parts of burners and stoker, etc.
26. All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.
27. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, and mixing devices, and piping thereto of every description.

28. The setting and erection of all piping of all cooling units, pumps, reclaiming systems, and appurtenances, in connection with transformers, and piping to switches of every description.
29. All fire extinguishing systems and piping whether by water, steam, gas or chemical, fire alarm piping, and control tubing, etc.
30. All piping for sterilizing, chemical treatment, deodorizing, and cleaning systems of every description, and laundries for all purposes.
31. All piping for oil, or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.
32. All piping for power, or heating purposes, either by water, air, steam, gas, oil, chemicals, hydronic solar panels or any other method.
33. All piping, setting and hanging of all units and fixtures for air conditioning, cooling, heating, roof cooling, refrigerating, ice making, humidifying, dehumidifying, dehydrating, by any method, and the charging and testing, servicing of all work after completion.
34. All pneumatic tube work, and all piping for carrying systems by vacuum, compressed air, steam, water, or any other method.
35. All piping to stoves, fire grates, blast and heating furnaces, ovens, dryers, heaters, oil burners, stokers and boilers and cooking utensils, etc. of every description.
36. All piping in connection with central distributing filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, and aeration basins.
37. All process piping for refining, manufacturing, industrial, and shipping purposes, of every character and description.
38. All air piping of every description.
39. All temporary piping of every description in connection with building and construction work, excavating and underground construction.
40. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduit and boxes, used in connection with the pipe fitting industry.

41. The handling and setting of boilers, setting of fronts, setting of soot blowers, and attaching of all boiler trimmings.
42. All pipe transportation lines for gas, oil, gasoline, fluids, and liquids, water aqueducts, and water lines and booster stations of every description.
43. All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints, or any other mode or method of making joints in connection with the pipe fitting industry.
44. Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.
45. All methods of stress relieving of all pipe joints made by every mode or method.
46. The assembling and erecting of tanks used for mechanical, manufacturing, or industrial purposes, to be assembled with bolts, packed, or welded joints.
47. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipe fitting industry.
48. The operation, maintenance, repairing, servicing, and dismantling of all work installed by journeymen members of the United Association.
49. All pipe for cataracts, cascades (i.e., artificial water falls), make-up water fountain, captured waters, water towers, cooling towers, and spray ponds, used for industrial, manufacturing, commercial, or for any other purpose.
50. Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, wood, or any other kind of material, or produce manufactured into pipe, usable in the pipe fitting industry, regardless of size or shapes.
51. Heat tracing of every description whether the heat producing element, apparatus, lines, tubes, pipes, cable, tapes or materials are energized by steam, hot water, thermo conduction or convection or by any other mode or method.
52. Manufactured stock roof flashings may be used on all construction.

APPENDIX D

NOTICE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT

Hiring Practices

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

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

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

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

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

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

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

constitutional provisions, or any other aspect or obligation of union membership, policies or requirements.

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

APPENDIX E

Wage Rate and Fringe Benefit Schedule

APPENDIX F

Tools

Pursuant to Article XI – Tools and Equipment, the following tools will be provided:

6" Crescent Wrench
12" Crescent Wrench
12" Channel-Lock Pliers
10" Right Cut Snips (green)
#15 Screw Feed Tube Cutter
#20 5/8" to 2 1/2" Tube Cutter
#104 3/16" to 15/16" Tube Cutter
16 oz. Ball Peen Hammer
5 in 1 Screwdriver
12" Aluminum Pipe Wrench
Close-Quarter Hand Saw
10" Round File
1/2"x3/8"x6" Chisel
5/16" Nut Driver
9" Magnetic Torpedo Level
25 Ft. Fatmax Tape Measure
Utility Knife
Tool Bag

During the duration of this contract, this list may be altered or modified by the Joint Labor Management Committee.

Appendix G

STANDARD FOR EXCELLENCE

MEMBERS AND LOCAL UNION RESPONSIBILITIES:

To ensure the **UA Standard for Excellence** platform meets and maintains its goal, 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 crafts workers 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 craft workers 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.

MEMBERS 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 the 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 with 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/her 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 a 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

EXECUTED in triplicate at Omaha, Nebraska this 18th day of
June, 2026.

ATTEST:

MECHANICAL CONTRACTORS
ASSOCIATION OF OMAHA, INC.

Wendy Johnson
Executive Vice President

By

J.P. [Signature]
President

ATTEST:

PLUMBERS LOCAL UNION NO.16
OF OMAHA, NEBRASKA

[Signature]
Secretary

By

[Signature]
Business Manager

