

# COVERING RULES, REGULATIONS AND WORKING CONDITIONS



APRIL 2021

AGREEMENT  
BETWEEN



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

**ARTICLE 1 – UNION RECOGNITION AND BARGAINING**

**A. INTRODUCTION**

THIS AGREEMENT is made this 1st day of April 2016 and amended effective December 2020 to be effective until March 31, 2025 (and constituting revision of the original Agreement of April 6, 1915, and revisions and renewals thereof) between National Fire Sprinkler Association, Inc. (hereinafter “NFSA”) and Road Sprinkler Fitters Local Union 669 (hereinafter the “Union”).

**B. GOOD FAITH**

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

**C. NATIONAL FIRE SPRINKLER ASSOCIATION**

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

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

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

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

#### **D. UNION RECOGNITION**

NFSA, for and on behalf of its contractor members that have given written authorization, and all other employing contractors becoming signatory hereto recognize the Union as the sole and exclusive bargaining representative for all Journeymen Sprinkler Fitters and Apprentices in the employ of said Employers, who are engaged in all work as set forth in Article 3 with respect to wages, hours and other conditions of employment pursuant to Section 9(a) of the National Labor Relations Act.

The Union also recognizes NFSA as the Collective Bargaining Agency for contractors who have given written authorization and for those contractors who become signatory to this Agreement.

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

#### **E. EXTRA CONTRACT AGREEMENTS**

The Employer and the Union shall not enter into any Agreement with bargaining unit employees individually or collectively, which conflicts with this Agreement.

#### **F. STANDING COMMITTEE**

The parties to this Agreement hereby create a Mutual Cooperation Committee to meet twice per year in conjunction with NASI trustee meetings or as the need arises to discuss problems that are of mutual concern to the NFSA and Local Union 669.

This Committee shall evaluate the effectiveness of this Agreement in reclaiming the market for signatory contractors and their employees. If market share continues to decline, the parties to this Agreement shall discuss possible ways and means to further prevent continued loss of market.

All employers in a given area shall provide timely information to the respective State and Federal agencies as requested by the Union and/or NFSA, to establish and maintain area standards for public work projects.

## **ARTICLE 2 – HIRING OF LABOR**

### **A. HIRING OF EMPLOYEES**

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

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

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

Journeymen Sprinkler Fitters may solicit their own jobs.

Nothing herein shall prevent the transfer of an employee between jobs.

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

### **B. PROCEDURES FOR LAYOFF AND DISCHARGE**

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

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

If a Journeyman Sprinkler Fitter or Apprentice is discharged, he shall be paid in full within forty-eight (48) hours of the time his services are discontinued, either in person, direct deposit, or by certified mail, with return receipt requested, to the address on record. The pay period for any Sprinkler Fitter or Apprentice who quits shall be his regular pay period.

## **C. NONDISCRIMINATION**

There shall be no discrimination with regard to a protected class as defined by the Federal Government, by either the Union or the Employer relative to employment or conditions of employment. Contractors bound by the terms of this Agreement are likewise bound by any Affirmative Action Plans negotiated with governmental agencies by NFSA and Local Union 669. When used in this Agreement, the masculine pronoun is understood to refer to both genders.

## **D. TERRITORIAL SCOPE OF AGREEMENT**

This Agreement applies to the United States and Off-Shore Drilling operations, except in the territory established as of April 1, 2021, covered by the local agreements in Boston-550, Chicago-281, Cleveland-120, Detroit-704, Kansas City-314, Los Angeles-709, Milwaukee-183, Minneapolis-St. Paul-417, Newark-696, New York-638, Philadelphia-692, Pittsburgh-542, St. Louis-268, San Francisco-483, Seattle-699, and the state of Florida-821. Contractors signatory to this Agreement shall, when performing work within any other Sprinkler Fitters Local Union's jurisdiction, adhere to and be bound by the Collective Bargaining Agreement negotiated by NFSA with these other Sprinkler Fitters Local Unions.

## **ARTICLE 3 – JURISDICTION OF WORK, SUBCONTRACTING, TOOLS, SAFETY AND PRODUCTION**

### **A. JURISDICTION OF WORK**

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

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

All applicable points of the 50 Articles of Jurisdiction in the United Association shall be incorporated by reference herein at Addendum A. The Articles of Jurisdiction do not expand the Employer or the Union's rights under this Article.

### **B. SUBCONTRACTING**

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

## C. TOOLS

All tools will be furnished by the Employers.

Employer will provide to the employee their initial set of tools. After the contractor's initial purchase, the replacement of the following small tools shall be the responsibility of the employee:

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

Small tools will be provided by the employer and should be in good working condition, not necessarily new, with a lifetime guarantee. The standard is American made and lifetime guarantee except pipe wrenches which shall be "Ridgid."

Employees shall sign a "Tool Sign-Off Sheet" indicating the employee has received the small tools and understands this article. A copy of this sheet will be kept by the employee and the employer and a copy will be forwarded to the local business agent.

Employees are authorized to transport the tools listed above in a five (5) gallon bucket between job sites. Tools should be kept in the employees' possession. If an employee reports to work without the above small tools, the employee can be denied work with no show up pay.

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

Small Tools may have employees' initials engraved or stamped on the tools for identification.

The contractors shall supply the above tools within thirty (30) days of the employee's hire. Probationary apprentices who are cancelled from the JATC shall return the tools in serviceable condition to the employer.

If the above small tools are stored in a gang box, job box, company trailer or vehicle in the contractor's custody and theft occurs, the employee shall not be held responsible, and said tools shall be replaced by the company.

All Personal Protection Equipment (PPE) shall be supplied by the company.

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

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

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

#### **D. JOB SAFETY**

The Employer and employees hereby agree to comply with all applicable Federal, State, and Municipal Safety and Health Laws and Regulations, as well as the requirements of the "Authority Having Jurisdiction" on all jobs.

The Employer shall be responsible for determining and advising employees of hazardous shop or job site conditions e.g. radiation, asbestos, toxins, carcinogens, etc.

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

Normally there shall be at least two (2) men on each job. One (1) man on a job shall be allowed only in those situations where conditions safely allow one (1) man to work alone e.g., day work, emergency work and trim work where buildings are occupied and the employee is not exposed to excessive height or weight conditions. It is mutually agreed that one (1) man jobs have been performed in the past under safe conditions. Provided safe conditions exist, it is reasonable and proper to assign one (1) man to a job.

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

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

All apprentices covered by this agreement shall obtain Occupational Safety and Health Administration (OSHA) 30 certification as part of their ongoing apprenticeship training. OSHA Annual Training and OSHA 30 Certification should be completed by employees covered by this agreement on their own time.

**RADIATION EXPOSURE:** The Employer agrees to be bound by the rules and regulations established by the "Authority Having Jurisdiction" for safety on nuclear projects.

Exposure to radiation shall be kept as low as possible.

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

## **E. BACKGROUND CHECKS**

The employer may have a background check policy to provide for reviewing and verifying the background and other information of applicants prior to employment. Current employees may be subjected to a background check when probable cause exists or where it is a requirement of the job site, property owner, or General Contractor. This policy for current employees shall be provided to Local 669 for review prior to implementation.

## **F. DRUG AND ALCOHOL USE**

NFSA and Local Union 669 agree to comply with the US Department of Health and Human Services (DHHS) Guidelines. Federal Register, governing regulations for drug testing, procedures, limits, documentation, reports and records. Any discrepancies between the DHHS Guidelines referenced herein and the Program described below shall be resolved by the terms of the DHHS Guidelines.

NFSA and Local 669 acknowledge that the use of alcohol and illicit drugs is detrimental to employees' health and safety and that employees suffering from an alcohol or drug related problem should be afforded the opportunity to remedy their health problem. Therefore, the parties agree as follows:

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

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

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

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

Any employee operating a company motor vehicle that is involved in a motor vehicle accident during working hours or at any time if such vehicle is owned or leased by the Employer, or in a work related injury that requires medical attention, may also be required to submit to testing for drugs, alcohol, or both at the discretion of the Employer.

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

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

All name selection shall be done by computer program name generation and all testing shall be done by a certified collection and testing facility.

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

- c. Any contractor may elect to institute pre-employment drug testing. The applicant shall receive an amount equal to two (2) hours wages when the applicant is subjected to pre-employment drug testing, provided the applicant does not test positive. It is understood that such payment shall not confer status as an employee on such applicant, unless the contractor actually puts such applicant to work on his payroll.
- d. An employee who leaves the company for a duration of longer than thirty (30) days may be retested.

3. The procedure for detection of alcohol-related impairment shall be the same as used by the State where the worksite is located and presumptive impairment shall be determined

by using the State established level for a finding of driving a vehicle while impaired or intoxicated. The testing procedure for drug related impairment shall use the Examination, Maintenance, Inspection and Testing (EMIT) or similar screening test in the first instance. If an employee is not able or competent to authorize specimen collection or is in need of medical attention, medical attention shall not be delayed pending specimen collection. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative or positive for these ten drugs or classes of drugs:

<b>Drug Class</b>	<b>Metabolite</b>	<b>Screening Cut Off</b>	<b>Confirm Cut-Off</b>
6-Acetylmorphine	Including: -6-Acetylmorphine	10.0 NG/ML	10.0 NG/ML
Amphetamine/ Methamphetamine	Including: -Amphetamine -Methamphetamine	500 NG/ML	250 NG/ML
Barbiturates	Including: -Amobarbital -Butabarbital -Butalbital -Pentobarbital -Phenobarbital -Secobarbital	300 NG/ML	300 NG/ML
Benzoyllecgonine- Cocaine Metabolite	Including: -Benzoyllecgonine-Cocaine Metabolite	150 NG/ML	100 NG/ML
Benzodiazepines	Including: -7-Aminoclonzepam -Alpha-Hydroxyalprazolam -Lorazepam -Nordiazepam -Oxazepam -Temazepam	300 NG/ML	300 NG/ML
Hydrocodone/ Hydromorphone	Including: -Hydrocodone -Hydromorphone	300 NG/ML	100 NG/ML
MDMA/MDA	Including: -MDA-Methylenedioxyamphetamine -MDEA-Methylenedioxyethylamphetamine -MDMA-Methylenedioxymethamphetamine	500 NG/ML	250 NG/ML
Methaqualone	Including: -Methaqualone	300 NG/ML	300 NG/ML
Methadone	Including: -Methadone -Methadone Metabolite	300 NG/ML	300 NG/ML

Codeine/Morphine	Including: -Codeine -Morphine	2000 NG/ML	2000 NG/ML
Oxycodone/Oxymorphone	Including: -Oxycodone -Oxymorphone	100 NG/ML	100 NG/ML
Phencyclidine	Including: -Phencyclidine	25 NG/ML	25 NG/ML
Propoxyphene	Including: -Norpropoxyphene	300 NG/ML	300 NG/ML
Marijuana Metabolite	Including: - Marijuana Metabolite	50 NG/ML	15 NG/ML
Alcohol	Including: -Alcohol	State Impairment level	

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

NFSA and Local 669 do not accommodate the use of medical marijuana by employees party to this Agreement.

4. The testing shall be conducted by a laboratory certified to perform such tests by the DHHS or any other laboratory designated by agreement of the parties. The collection of the samples shall conform to the current DHHS procedures.
5. After a confirmed positive test pursuant to this Article, the employee shall have the right to have the B sample submitted to a third-party laboratory of his/her choosing for confirmation, provided that said laboratory complies with current DHHS procedures. Said portion shall be clearly identified and sealed, and chain of custody shall be documented. The Employer shall also provide the employee and Union representative with a listing of three (3) laboratories which comply with the DHHS guidelines cited above. In the event the District Business Agent is not available to be "on site" within one (1) hour, the Union shall designate a temporary, alternate Union representative. The employee shall have the right to independent analysis at these approved Laboratories. Any report on the contents of the sample must contain a signed attestation that the seal was intact upon submission to the certified collection and testing facility. Under no circumstances shall the employee be entrusted with the possession or transport of his/her sample.
6. Possession or sale of illegal substances at the worksite shall constitute independent grounds for discharge without regard to "reasonable suspicion" of unfitness for work or adverse effect upon work performance.

7. All records pertaining to investigation and assessment of an employee shall be maintained in the Employer's possession in accordance with all laws.
8. The only permissible testing by the Employer shall be that set forth in Paragraph 2 through Paragraph 5 and to comply with the requirements of the general contractor, owner, or law. There shall be no random testing, no use of electronic detection devices, use of search dogs, searches of persons or vehicles or other practices not specifically mentioned in this Article. At the option of the employee or the Union, any employee tested through procedures materially different than those set forth above shall have the right, at the Employer's cost, to be tested pursuant to procedures set forth in Paragraph 2 through Paragraph 5 and no discipline may be imposed until unfitness for work is established pursuant to Paragraph 2 through Paragraph 5.
9. This Article shall not bar any subsequent modifications of the standards and tests promulgated by the Joint Apprenticeship Training Committee (JATC) nor testing of applicants for the Joint Apprenticeship Program pursuant to procedures adopted by the JATC.
10. The following employee rights shall be provided:
  - a. Before requesting an employee undergo drug or alcohol testing, the employer shall provide the employee with a form on which to acknowledge that the employee has seen the drug and alcohol testing policy.
  - b. If an employee tests positive for drug or alcohol use, the employee shall be given written notice of the right to explain the positive test with a Medical Review Officer (MRO) and indicate any over-the-counter or prescription medication that the employee is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test.
  - c. Within three (3) days after notice of a positive initial drug or alcohol test result the employee may submit information to the employer, in addition to any information already submitted under paragraph (B), to explain the result.
  - d. An employee who tests positive will have four (4) working days following the date on which the employee is notified of the test result to advise the employer, in writing of the employee's desire to request a retest of the previously collected B sample at the employee's expense and in accordance with paragraph 5 of this Section, unless a retest is negative in which case it shall be at the employer's expense.
  - e. Employees may grieve actions for discipline under this Agreement.

## **G. PRODUCTION OF LABOR**

There shall be no limitation of the amount of work to be performed, except as required by Article 3(D).

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

There shall be no restriction or limitation as to the use of machinery and tools, the method or manner in which work shall be done, or the use of material, except as required by Article 3.

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

## **H. MATERIALS, EQUIPMENT AND FABRICATION**

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

The assembling and fabrication of welded pipe formations, when performed on the job site, shall be done by Journeymen and/or Apprentices receiving the rates in this Agreement. The welding provisions also apply to CO-2 and fire extinguisher systems.

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

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

## **I. MAKING ON FITTINGS**

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

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

## **ARTICLE 4 – WAGES, HOURS AND TRAVEL EXPENSES**

### **A. WAGES**

It is agreed that the hourly wage rate for Sprinkler Fitters shall apply to jobs in the states for the duration of the Agreement. The wage rates for the various states/districts are outlined in the applicable chart in Addendum D. It is further agreed that, for work performed by Local 669 signatory contractors at the Tennessee Valley Authority (“TVA”), the effective date for contractual wage increases under this Article of the National Agreement shall be March 31 rather than April 1 of each year.

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

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

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

The hourly contribution rates and effective dates to the following funds will be in accordance with the applicable chart in Addendum F.

EDUCATION FUND

NASI HEALTH & WELFARE FUND

PENSION FUND

RETIREMENT EMPLOYEE SUBSIDY ACCOUNT (RESA) FUND

SPRINKLER INDUSTRY SUPPLEMENTAL (SIS) PENSION FUND

UNITED ASSOCIATION INTERNATIONAL TRAINING FUND (UAITF)

Where Wage and SIS or Benefit increases are calculated by percentage and/or reallocation, employers shall be given thirty (30) days prior written notice of the allocation.

### **B. PAYMENT OF WAGES**

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

Employers who utilize electronic transfers for their employees will make deposits to the employee accounts on the designated pay day. Appropriate documentation shall be transmitted to the employee at the same time showing the Employee’s name, and address, pay period covered, regular and overtime wages, all deductions and the amount of contributions made on behalf of the employee to fringe benefit funds. Employees who elect not to receive

pay by electronic transfer will receive this information by check stub accompanying their paycheck.

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

A returned check shall be considered nonpayment of wages.

An employee who doesn't receive his paycheck at the time set forth in this Article shall be entitled to eight (8) hours pay. The employee has the responsibility to notify the Employer concerning the late paycheck and, subsequent to notification, the employee shall receive eight (8) hours pay for each twenty-four (24) hour period until he receives his paycheck.

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

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

Contractors may pay wages by electronic transfer of funds.

## **C. HOURS OF WORK, SHIFTS AND OVERTIME**

### **1. HOURS OF WORK**

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

### **2. SHIFTS**

Shift work may be performed at the Employer's option. Shift work may only be performed on the same job site and must continue for five (5) consecutive workdays. Eight (8) hours of work constitutes a shift. The hourly rate for the second and third shifts shall be fifteen percent (15%) above the basic hourly rate. There shall be at least two (2) men on each shift. It shall not be required to work a day shift to work a second and/or third shift under this paragraph.

### **3. OVERTIME**

All overtime, except for Sundays and Holidays shall be at the rate of time and a half. Overtime worked on Sundays and Holidays shall be at double time. The following days shall

be considered Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. The employee may take off Friday following Thanksgiving Day, but the employee shall notify a Foreman, General Foreman, Master Foreman or Superintendent on the Wednesday preceding Thanksgiving Day.

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

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

If the day on which these holidays are celebrated is changed by Federal or State law, the newly established day shall be considered the holiday.

COMPUTATION OF OVERTIME: When an Employee's wage rate is adjusted to include a shift or off hours' differential for premium work, overtime shall be calculated based on their increased rate.

#### 4. SHOW UP TIME

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

#### 5. TIME OFF FOR UNION ACTIVITIES

The Employer agrees to grant the necessary time off, without discrimination and without pay, to any employee designated by the Union to attend a labor convention or serve on official Union business, provided seventy-two (72) hours written notice is given to the Employer by the Union specifying length of time off. The Union shall give due consideration to the number of men affected so that there is no disruption of the Employer's operation due to lack of available employees.

#### 6. OFF HOURS

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

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

## **D. JOB FOREMEN**

The Employer shall select and appoint Foremen, General Foremen and Master Foremen from Local Union 669 bargaining unit employees.

There shall be a Foreman on each job and a General Foreman on each job with twenty (20) to thirty (30) employees, and a Master Foreman on each job with over thirty (30) employees, and the Employer may select from his Journeyman employees whomever he wishes to be Foreman, General Foreman, and Master Foreman from the Local Union 669 bargaining unit.

Effective April 1, 2021, the rate of wage for the Master Foreman shall be Seven Dollars and Fifty Cents (\$7.50) per hour above the Journeyman's rate and shall increase to Seven Dollars and Seventy-Five Cents (\$7.75) per hour above the Journeyman's rate effective April 1, 2024.

Effective April 1, 2021, the rate of wage for the General Foreman shall be Five Dollars and Twenty-Five Cents (\$5.25) per hour above the Journeyman's rate and shall increase to Five Dollars and Fifty Cents (\$5.50) per hour above the Journeyman's rate effective April 1, 2024.

Effective April 1, 2021, the rate of wage for Foremen shall be Three Dollars (\$3.00) per hour above the Journeyman's rate and shall increase to Three Dollars and Twenty-Five Cents (\$3.25) per hour above the Journeyman's rate effective April 1, 2024.

All overtime for Foreman, General Foreman or Master Foreman shall be calculated based on their Foreman, General Foreman, or Master Foreman rate.

## **E. TRAVEL EXPENSES**

### **1. UNDER 60 MILES**

When an employee is required to travel to a job within sixty (60) miles of his residence, he shall be paid in accordance with the Travel Pay Chart in Addendum H.

### **2. 60 TO 80 MILES**

When an employee is required to travel to a job over sixty (60) miles up to and including eighty (80) miles from his residence, he shall be paid in accordance with the Travel Pay Chart in Addendum H.

### **3. 80 TO 100 MILES**

When an employee is required to travel to a job over eighty (80) miles up to and including one hundred (100) miles from his residence, he shall be paid in accordance with the Travel Pay Chart in Addendum H.

#### 4. OVER 100 MILES

When an employee is required to travel to a job over 100 miles from his residence, the following shall apply:

- a. The employee shall be paid subsistence in accordance with the Travel Pay Chart in Addendum H.
- b. The employee shall be paid at the IRS Standard Mileage Rate going to the job for the first time, together with travel time at the rate of one quarter (1/4) hour travel time for each fifteen (15) miles traveled, not to exceed eight (8) hours per day in any twenty-four (24) hour period.
- c. When the employee's job in excess of one hundred (100) miles is completed or the employee is transferred by his Employer to another job, the employee shall be paid at the IRS Standard Mileage Rate to the point at which the employee entered the Employer's service or the next contract, together with travel time at the rate of one quarter (1/4) hour for each fifteen (15) miles traveled, not to exceed eight (8) hours per day in any twenty-four (24) hour period.

#### 5. "FULLY EMPLOYED" AREA PROCEDURE & TRAVEL PAY

- a. The parties to this Agreement may, by written agreement, designate area(s) as "fully employed". The Employer may then request that the Union refer unemployed Journeymen or Apprentices who reside outside the designated area. The Union will, at the Employer's request, refer unemployed Journeymen and Apprentices from an unemployment list maintained for this purpose, to the extent available and within five (5) working days of its receipt of the Employer's request.
- b. Journeymen and Apprentices residing outside the area where the job site is located will be referred from the nearest Local 669 District and according to the length of time on the unemployment list, referred to above, pursuant to the Union's nondiscriminatory referral procedures established for this purpose.
- c. Journeymen and Apprentices referred pursuant to this procedure will be employed for at least thirty (30) working days unless the Employer has just cause to terminate them.
- d. Journeymen and Apprentices referred to the Employer pursuant to this procedure shall be paid the "Over 100 miles" subsistence rate on the Travel Pay Chart in Addendum H. There shall be no travel pay or mileage under this Article for travel from and to the employee's residence outside the "fully employed" area.
- e. For travel from job to job within the "fully employed" area when the employee is required to travel more than forty (40) miles, he shall be paid the Standard IRS Mileage Rate per mile between jobs and travel time at the rate of one-quarter (1/4) hour for

each fifteen (15) miles traveled, not to exceed eight (8) hours pay in any twenty-four (24) hour period. Mileage shall be computed between jobs within the “fully employed” area, rather than from the employee’s residence.

## 6. ADDITIONAL TRAVEL NOTES

- a. If an Employer provides suitable transportation for employees, the Employer shall not be required to pay for travel expenses under this Article, but he shall pay travel time and subsistence, if over 100 miles, under this Article. No subsistence shall be paid if the Employer furnishes daily transportation and the employee chooses to travel back and forth from his home. “Suitable transportation” means vehicles in conformity with Federal Motor Vehicle Safety Standards & Regulations.
- b. If the employee leaves his work before it is completed and without the Employer’s consent, traveling shall be at the employee’s own time and expense.
- c. Residence shall be solely determined by the employee, and the employee shall file this in writing with the Employer and the Union.
- d. For the purpose of contributions to all Funds set forth in this Agreement, travel hours paid for shall be considered hours worked.
- e. All travel hours outside of the regular established working hours shall be at time and one half (except for Sundays and Holidays which shall be at double time) in accordance with Article 4, Section C.
- f. Nothing herein contained shall be considered as inconsistent with the Federal Wage and Hour Laws.
- g. For purposes of this Article, all miles traveled by an employee shall be determined by reference to maps.google.com. If the actual point of residence or job is not designated, miles traveled shall be the mileage between the points closest to the actual point of residence or job designated in maps.google.com.
- h. Subsistence, in accordance with Paragraphs E.4(a) and E.6(d) above, shall be paid if an employee is prohibited from working because of weather conditions.
- i. An employee shall receive fifty percent (50%) of the travel payment set forth in Article 4, Sections E.2. (60 to 80 miles) and E.3. (80 to 100 miles), if applicable, when the employee is entitled to a payment as provided in Article 4, Section C.4. above.

## F. ALASKA TRAVEL

The following travel expenses shall apply from the lower forty-eight (48) states to Alaska:

1. The employee shall be paid the IRS Standard Mileage Rate per mile and travel time at the rate of one-quarter (1/4) hour for each fifteen (15) miles, not to exceed eight

- (8) hours per day in any twenty-four (24) hour period from his residence to the airport of embarkation selected by the Employer.
2. For travel in Alaska, the employee shall be the IRS Standard Mileage Rate/per mile and travel time at the rate of one-quarter (1/4) hour for each fifteen (15) miles, not to exceed eight (8) hours per day in any twenty-four (24) hour period from his residence to the airport of embarkation selected by the Employer.
  3. All air travel for the employee shall be coach airfare from the airport of embarkation to the job in Alaska, together with four (4) hours of travel time if the time of travel is less than four (4) hours, and eight (8) hours of travel time if the time of travel is four (4) hours or more.
  4. At the Employer's option, subsistence shall be paid at 125% of the Over 100 mile subsistence rate per day, five (5) days a week or days worked, whichever is greater, or suitable room and board (i.e. two (2) men to a standard double room with two beds). This paragraph shall apply only to situations where employees are sent to Alaska from the lower forty-eight states (mainland) and where employees who are residents of Alaska are required to travel to a job more than one hundred (100) miles from his residence.
  5. If an employee must travel more than one hundred (100) miles, but less than two hundred and fifty (250) miles from his residence, and must work six (6) days in a standard work week, the employee shall be paid seven (7) days subsistence.
  6. If an employee must travel two hundred and fifty (250) or more miles from his residence, seven (7) days subsistence shall be paid.
  7. If the employee is discharged for just cause or quits before completion of the work project, his subsistence allowance for meals and lodging shall cease. If the employee does not stay on the work project until the work project is completed, he shall pay his own return transportation.
  8. When the employee arrives at the Alaska airport, ground transportation to the job or the cost thereof shall be furnished by the Employer, plus one-quarter (1/4) hour of pay for each fifteen (15) miles traveled.
  9. If an Employer provides suitable transportation for employees, the Employer shall not be required to pay for travel expenses under this Section F, but he shall be required to pay travel time and subsistence in accordance with this Section F. No subsistence shall be paid when the Employer furnishes daily transportation and the employee chooses to travel back and forth from his home.
  10. When the employee returns from Alaska, he shall be paid expenses on the same basis as set forth herein for his travel to Alaska.

## **G. OFF-SHORE DRILLING OPERATIONS**

The following conditions of employment shall apply to offshore drilling operations:

Travel expenses, as applicable under Article 4, shall be paid from the employee's residence to the point of embarkation (i.e., boat landing, helicopter pad, etc.) servicing the structure on which the job is located. Time spent from the point of embarkation to the structure and from the structure to the point of embarkation shall be considered hours worked. Travel expense at job completion will be applied as provided under Article 4.

Subsistence as applicable under Article 4 shall be paid to the point of embarkation.

When an employee is required to live on the structure, he shall be furnished meals and lodging free of charge. Where meals and lodging are provided, no payment shall be paid under Article 4.

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

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

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

An employee shall not be required to remain on the structure for more than fourteen (14) consecutive calendar days.

## **H. WORKING WITHIN JURISDICTION OF OTHER SPRINKLER UNIONS**

When employees covered by this Agreement enter the jurisdiction of other Sprinkler Local Unions, they shall work under the terms and conditions of the existing sprinkler bargaining agreement in effect in that area.

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

The rate of travel pay of the employee's state of residence shall prevail.

## **ARTICLE 5 – APPRENTICES**

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

Services of the U.S. Department of Labor, for approval. Apprentices employed before such modification shall not be affected without their consent. The Employer shall not lay off a Journeyman or Apprentice to hire a new Apprentice. There shall be no restrictions on the hiring of Apprentices, except the ratios outlined below.

When the employer gives favorable consideration to Apprentices referred from the Union, or if the Union is unable to refer qualified Apprentices within seventy-two (72) hours, the restrictions below will not apply.

The employer shall not employ more than one (1) Apprentice per each Journeyman, establishing a 1:1 ratio of Apprentices to Journeyman.

If unemployment within the District of the applicant's home address exceeds eight percent (8%) or ten (10) Journeymen and Apprentices, whichever is greater, the Employer may not hire a new Apprentice for thirty (30) days after the JATC notifies the Union of the request for an Apprentice, or until the percent no longer exceeds eight percent (8%) or ten (10) Journeymen and Apprentices within the District of the applicant's home address.

After thirty (30) days, the Employer may hire three (3) new Apprentices in that District regardless of unemployment and, thereafter, if the eight percent (8%) or ten (10) Journeymen/Apprentices unemployment continues, the Employer shall hire one (1) unemployed Journeyman or Apprentice from the Union's national unemployment list for every new Apprentice hired during that timeframe.

After thirty (30) days, the Employer may make a second request for Apprentices and, if the eight percent (8%) or ten (10) Journeymen/Apprentice unemployment continues, the Employer may, after the expiration of the thirty (30) day period, hire three (3) new Apprentices in that District regardless of unemployment and, thereafter, if such unemployment continues, the Employer shall hire one (1) unemployed Journeyman or Apprentice from the Union's national unemployment list for each new Apprentice hired during that timeframe.

Under these requirements, the Employer may hire a maximum of six (6) Apprentices in any calendar year in any District where the eight percent (8%) or ten (10) Journeyman/Apprentice unemployment continues to exist.

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

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

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

shall be sent by fax, e-mail, or other such rapid means to the Contractor to permit immediate placement on the payroll.

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

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

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

Contributions shall be made to the following funds per the applicable charts in Addendum F:

NASI Health & Welfare – Level 2 Coverage	Class 1 & 2 Apprentices
NASI Health & Welfare – Level 1 Coverage	Class 3 – 10 Apprentices
Education Fund (Including UAITF)	Class 1 – 10 Apprentices
Industry Promotion Fund	Class 1 – 10 Apprentices
NASI Pension Fund	Class 3 - 10 Apprentices
SIS Fund	Addendum E
• No Contribution	Class 1 & 2 Apprentices
• Contribution rate contingent on Journeyman SIS contribution being over or under the \$ 2.00/hr level.	Class 3 – 10 Apprentices

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

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

## **ARTICLE 6 – RESIDENTIAL WORK**

Residential work is made a part of this Agreement. All work in connection with the installation and maintenance of fire protection systems for residences shall be covered by Article

3. All articles, terms, and conditions of this Agreement shall be applicable to “residential fire protection work,” as defined below, unless specifically amended herein. This Agreement shall be applicable in all the states within the territorial jurisdiction of the Union.

The Joint Apprenticeship and Training Committee and its Director will oversee the development of the residential training program. The Mutual Cooperation Committee referenced in Article 1 will supervise the development and implementation of the training program.

“Residential fire protection work” is defined as any work covered by Article 3 on:

1. One- or two-family dwellings;
2. All multiple family dwelling units which are permitted to have a single exterior up to and including four stories;
3. Townhouses with units stacked vertically up to and including four stories; and
4. Group residential care facilities and protective care homes (sheltered housing), not to include nursing homes or ambulatory care facilities.

#### EXEMPTIONS:

1. The following states shall be allowed a 1:3 ratio of Building Trades Journeyman/Apprentice (to be paid at building trades rates) to Metal Tradesmen/Helpers for hotels/motels up to and including (5) five stories. The first sprinkler fitter on the job shall be a Building Trades Journeyman and shall be the last sprinkler fitter on the project.

The **bolded underlined** states below indicate partial exemptions:

Alabama, Arizona, Arkansas, **Colorado**, Connecticut, Delaware, District of Columbia, Georgia, Idaho, Louisiana, Maine, Maryland, Massachusetts, **Michigan**, Mississippi, **Missouri**, Montana, Nebraska, **Nevada**, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia (1), Virginia (2), West Virginia and Wyoming.

2. The following special conditions are provided for **bolded underlined** states defining counties within the state.

**Colorado**: the entire state except the counties of Adams, Arapahoe, Boulder, Broomfield, Clear Creek, Denver, Douglas, Eagle, Elbert, El Paso, Garfield, Gilpin, Grand, Jefferson, Larimer, Mesa, Pitkin, Pueblo, Routt, San Miguel, Summit, Teller and Weld.

**Michigan**: the entire state except the Upper Peninsula.

**Missouri**: only applies to the counties of Barry, Christian, Greene, Jasper, Lawrence, McDonald, Newton, Stone and Taney.

**Nevada**: the entire state except the counties of Clark, Carson City, Churchill, Douglas, Humboldt, Lyon, Pershing, Storey and Washoe.

3. The following states shall be allowed a 1:3 ratio of Building Trades Journeyman/Apprentice (to be paid at building trades rates) to Metal Tradesmen/Helpers for residential care facilities, protective care homes (sheltered housing), nursing homes or ambulatory care facilities up to and including (5) five stories:

Alabama, Arkansas, Georgia, Louisiana, Maine, Michigan (Excluding Upper Peninsula), Mississippi, New Hampshire, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Vermont and Virginia (1).

Under these exemptions only, the first sprinkler fitter on the job shall be a Building Trades Journeyman and shall be the last sprinkler fitter on the project.

The Residential Tradesman and Residential Helper shall work on only residential jobs as defined above and shall not be assigned to do any other work described in Article 3.

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

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

Benefits will be paid on Building Trades Journeymen and Apprentices per this collective bargaining agreement, except that the first ten (10) working days shall permit a Building Trades Journeyman at 75% of the applicable SIS rate and 100% thereafter.

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

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

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

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

The employer shall make contributions to the following funds per the applicable chart in Addendum F:

- NASI Metal Trades Health and Welfare Fund
- NASI Metal Trades Pension Fund
- NASI – Local 669 Industry Education Fund (including UAITF)
- Sprinkler Industry Supplemental (SIS) Pension Fund

Under this Agreement, it is agreed that a Sprinkler Industry Supplemental (SIS) Defined Contribution Fund contribution shall be established for Residential Tradesman and Helpers pursuant to the following terms:

Residential Tradesman and Helpers who have completed one (1) year probationary employment, shall receive SIS contributions beginning the next January 1st in addition to their wages in accordance with the applicable chart in Addendum F.

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

## **ARTICLE 7 – UNION MEMBERSHIP, DUES AND OTHER DEDUCTIONS**

### **A. UNION SECURITY**

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

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

A person not a member of the United Association shall be acceptable for employment as an Apprentice after he has met the requirements in the Apprentice Standards, been accepted by the JATC and issued a probationary Apprentice classification card by the Director of Apprenticeship of Local 669. If the Union is unable to furnish individuals to the Employer, and the Employer employs individuals not members of the United Association, these employees

shall be paid the Journeyman's rate provided in the Agreement and contributions shall be made on such employees to the various fringe benefit funds as provided in this Agreement.

## **B. DUES CHECK-OFF**

The Employer agrees to deduct Union Membership Dues lawfully and uniformly levied by the Union in accordance with the Constitution and By-Laws of the Union, or other lawful deductions (i.e. Work Assessment Funds, Extended Benefit Funds, Industry Advancement Funds, Organizing Funds) from the pay of each employee who executes or has executed the "Authorization for Check-Off of Work Assessment" form. This form, furnished by the Local Union, shall be given by the Employer (to the extent and in the manner provided for and permitted by State and Federal Laws) to each new employee performing work under this agreement. Such deductions shall be computed and deducted weekly and remitted monthly to the Local Union 669 National Office at 7050 Oakland Mills Road, Suite 200, Columbia, MD 21046, not later than the 15th day of each month following the month in which the wages were paid.

## **AUTHORIZATION FOR CHECK-OFF OF WORK ASSESSMENT**

SPRINKLER FITTERS LOCAL UNION 669  
7050 OAKLAND MILLS ROAD - SUITE 200  
COLUMBIA, MARYLAND 21046

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

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

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

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

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

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

Local \_\_\_\_\_ UA Card Number \_\_\_\_\_ Social Security Number \_\_\_\_\_

Name \_\_\_\_\_ Your Signature \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

City, State & Zip \_\_\_\_\_ PLEASE PRINT THE FOLLOWING

Employer \_\_\_\_\_

Street \_\_\_\_\_

City, State & Zip \_\_\_\_\_

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

**C. LOCAL 669 POLITICAL ACTION COMMITTEE CHECK-OFF**

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

The amount and timing of such check-off deductions and the transmittal of such voluntary contributions shall be as specified in those forms, and in compliance with all applicable federal and state laws. Contributions of Fifty Dollars (\$50.00) or less must be remitted to the Local or PAC Fund within 30 days of such deduction and contributions over Fifty Dollars (\$50.00) must be remitted within 10 days of such deduction.

**D. INDUSTRY ADVANCEMENT FUNDS (IAF)**

In states/districts where Industry Advancement Funds (IAF) exist, the hourly contribution to those Funds will be deducted from the employees' wages and treated the same as union dues under this Agreement. IAF amounts are listed under Addendum D.

## **E. EXTENDED BENEFIT FUND (EBF)**

The Employer will deduct from the employee's pay and remit to the Extended Benefit Fund amounts shown on the applicable chart in Addendum F.

## **F. U.A. ORGANIZING FUND**

The Employer will deduct from the employee's pay and remit to the Organizing Fund amounts shown on the applicable chart in Addendum F.

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

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

## **ARTICLE 8 – UNION BENEFIT FUNDS**

### **A. NATIONAL AUTOMATIC SPRINKLER INDUSTRY WELFARE FUND**

It is mutually agreed that a Welfare Fund on a National Automatic Sprinkler Industry basis has been established for those employees who are covered by this Agreement.

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

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

The rates of contribution and effective dates for the Welfare Fund are outlined in the applicable chart in Addendum F.

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

## **B. NATIONAL AUTOMATIC SPRINKLER INDUSTRY PENSION FUND**

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

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

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

The rates of contribution and effective dates for the Pension Fund are outlined in the applicable chart in Addendum F.

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

## **C. SUPPLEMENTAL PENSION FUND (SIS)**

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

For the purpose of the support, maintenance and administration of the Fund, each contractor who is a party to this Agreement and performing work within the territory of Local Union 669 shall contribute to the Fund for all work performed by Journeymen and Class 3 through 10 Apprentices as well as Residential Tradesman and Helpers at the rates of contribution and effective dates which are outlined in the applicable chart in Addendum F. Contractors shall not be responsible for any expense or cost beyond this hourly contribution as set forth herein.

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

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

The Employers bound by this Agreement do hereby join in and subscribe to the Agreement and Declaration of Trust of the SIS Fund and agree to be bound by any amendments thereto.

#### **D. NASI-LOCAL 669 INDUSTRY EDUCATION FUND**

It is mutually agreed that an Apprenticeship System has been established for the purpose of providing educational training as provided by the Apprenticeship Standards.

An Educational Trust Fund has been established. A six (6) member Board of Trustees has been created; three (3) appointed by NFSA and three (3) Union Trustees appointed in accordance with the Constitution and By-Laws of Local Union 669.

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

Each contractor shall pay to the Educational Trust Fund amounts as shown on the applicable chart in Addendum F.

#### **E. UNITED ASSOCIATION INTERNATIONAL TRAINING FUND (UAITF)**

In order to carry out the functions of the International Training Fund (UAITF), each contractor who is party to this Agreement shall forward to the NASI Fund Office amounts as shown on the applicable chart in Addendum F for all hours worked by all Journeymen and Apprentices whose wages are covered by this Agreement. NASI will forward these contributions to the UAITF.

#### **F. INDUSTRY PROMOTION FUND**

The Employer shall pay to the National Fire Sprinkler Industry Promotion Fund the amount shown in the applicable chart in Addendum F. The contributions covered by this Article shall not be used in any manner adverse to the interests of Local Union 669. NFSA agrees to meet periodically, at least once a year, to discuss the use of these Funds.

Should any of the contributions be used in any manner adverse to the interests of Local Union 669, then the Parties to the Agreement shall meet within ten (10) days to resolve said issue.

The Employer agrees to become party to the Agreement and Declaration of Trust establishing the National Fire Sprinkler Industry Promotion Fund. The Fund and Program of Benefits through the life of this Agreement shall be such as to qualify for approval by the U.S.

Internal Revenue Service and other appropriate governmental agencies, if necessary, to permit all Employers an income tax deduction for contributions paid hereunder.

## **G. MONTHLY REPORTS**

Employers party to this Agreement shall submit contributions to the Welfare, RESA, Pension, Educational (including UAIF), SIS and Industry Promotion Funds in accordance with rules, regulations and procedures established by the Trustees of these Funds.

The Employer agrees that the Trustees of the Welfare Trust, the Pension Trust, the Education Trust, the SIS Trust, and the Industry Promotion Trust, or their designees, may order an audit of the Employer's payroll, wage and related records (including supporting work sheets) to ensure compliance with the contribution requirements of this Agreement.

If the Trustees institute or participate in legal proceedings to collect payments or contributions from an Employer, the Employer shall also pay reasonable attorneys' fees, expenses of collection and interest at the highest rate permitted by the laws of the State where the legal proceeding is instituted.

## **H. SURETY BOND**

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

Number of Reportable Hours Per Month	Amount of Bond or Irrevocable Letter of Credit
1-350	\$25,000
351-900	\$50,000
901-2,000	\$100,000
Over 2,000	\$250,000

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

- 1) Wages, including dues
- 2) Welfare Fund contributions
- 3) Pension Fund contributions
- 4) Education Fund contributions
- 5) SIS Fund contributions
- 6) Industry Promotion Fund contributions
- 7) Liquidated Damages, interest, and attorneys' fees,  
as established by the Trustees of the Fund.

Each such bond shall provide that, in the event an Employer rejects this Agreement in connection with a bankruptcy proceeding, the bond shall also guarantee payments to the Welfare, Pension, SIS, Education, and Industry Promotion Funds (in that order of priority),

which would have been required by this Agreement, but for the Court's Order approving rejection of the Agreement.

In lieu of a bond an Irrevocable Letter of Credit from an FDIC Bank representing the correlated bond amount for the number of reportable hours worked per month shall be accepted.

Any contractor who becomes signatory to this Agreement must have a bond on file with Local Union 669 within fifteen (15) calendar days of signing this Agreement.

Should the contractor fail to provide and maintain the bond as required, the Union shall have the right to remove the employees covered by this Agreement or take other legal economic actions against the Employer, provided that the contractor be given fifteen (15) calendar days' written notice by the Local Union headquarters of his failure to comply. Contractors who default on benefits contributions twice within a twelve (12) month period, or upon a second non-compliance bonding notice, shall incur twice the required bonding amounts thereafter. Such Contractors shall not be eligible for Industry Advancement Funds as administered by the Union for a twelve (12) month period from the second default or second non-compliance bonding notice, whichever occurs sooner, and thereafter until the above issues have been fully resolved.

If such action is taken, the Employer shall be responsible for any loss resulting there from.

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

## **I. LATE FILING CLAUSE**

If the Employer is delinquent at the end of the period in the payment of his contribution to the Health and Welfare Fund, the Pension Fund, or other Funds created under this Agreement, in accordance with the rules and regulations of the Trustees of each Fund, the employees and/or the Union may take necessary action until such delinquent payments are made, provided that such action is subsequent to the Employer receiving notice in writing from the Welfare, Pension, Education, SIS and/or Industry Promotion Trust Fund Administrator that said contractor is delinquent. If such action is taken, the Employer shall be responsible for any loss resulting therefrom.

## **J. INCLUSION OF OTHER LOCAL UNIONS**

Upon mutual agreement with NFSA and other Local Unions of the United Association, it may be agreed upon that said Welfare Fund and Pension Fund shall be operated under the same provisions of this agreement.

Payments of funds by NFSA members shall be made to the Trustees provided above, and such payments and investments and reinvestments thereof may be commingled with any other funds (or investment or reinvestments thereof) of said Trustees.

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

NFSA and such other Local Unions shall adopt the Trustees currently serving under the Agreement and Declaration of Trust between NFSA and Local Union 669 and their successors appointed as provided in said Agreement and Declaration of Trust.

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

## **ARTICLE 9 – CONTRACT ENFORCEMENT**

### **A. INSPECTION PRIVILEGES**

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

### **B. GRIEVANCE PROCEDURE AND ARBITRATION**

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

- (a) Non-payment of wages at the time due;
- (b) Issuing non-negotiable checks or checks drawn upon accounts having insufficient funds for wages, expenses or for any of the fringe contributions as required by this Agreement;
- (c) Non-payment or non-reporting of fringe contributions due and payable under this Agreement subject, however, to the late filing clause contained in Article 8;
- (d) Failure to participate in the grievance procedure, or to abide by the decision of the Grievance Committee as set forth in Step 2 of this Article, or the Arbitrator as set forth in Step 3 of this Article; or failure to participate in the grievance-arbitration procedure when arbitration has been requested under Step 3 of this Article after Steps 1 and 2 have been exhausted;
- (e) Failure to provide or maintain in effect a bond as required by Article 8;

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

Paragraph (d) above shall not apply to the Subcontracting clause in Article 3.

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

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

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

Step 2 – The employee must, within the twenty (20) working days of the occurrence of the alleged grievance or dispute, reduce this grievance to writing, setting forth the date, time and place, section of the Agreement and relief sought with which the grievance or dispute is concerned and submit by certified mail, one (1) copy each to the Business Manager of the Local Union, the Employer and the Senior Vice President for Labor Relations of the NFSA at 514 Progress Drive, Suite A, Linthicum Heights, MD 21090 for discussion and possible resolution.

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

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

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

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

NFSA may participate as an intervener in any and all disputes arising under this Article.

If the Employer, Union or NFSA, has a grievance related to the interpretation or application of this Agreement, the grievance shall be submitted to the Business Manager of the Union (7050 Oakland Mills Road, Suite 200, Columbia, Maryland 21046) and to the Senior

Vice President of Labor Relations of NFSA, in writing by registered mail within thirty (30) days of occurrence of the grievance, setting forth the exact date of the grievance and the nature of the grievance for discussion and possible resolution.

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

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

### **C. TRADE DISAGREEMENTS**

Except as provided in Article 9, there shall be no strikes, slowdowns, work stoppages or lockouts for any cause during the term of this Agreement. All other disputes relative to the interpretation and application of this Agreement shall be processed in accordance with Article 9.

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

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

## **ARTICLE 10 – CONTRACT REOPENING AND RENEWAL**

### **A. DURATION AND REOPENING OF AGREEMENT**

This Agreement shall be extended and continue to be effective April 1, 2016 to March 31, 2025.

### **B. PROVISIONS FOR RENEWAL OF AGREEMENT**

Sixty (60) days prior to April 1, 2025, written notice may be given by either party requesting a conference to prepare such alterations or amendments as may be agreed to. Failing to give such written notice, this Agreement remains in force from year to year, until written notice of sixty (60) days prior to April 1 is served. Written notice shall be sent by certified mail to NFSA, and to the Local Union at its National Office.

### **C. SAVINGS CLAUSE**

In accordance with the intent and agreement of the parties, the provisions of this Collective Bargaining Agreement shall be interpreted and construed in a manner which is consistent with all applicable Federal and State laws. If any article or provision to this Agreement

shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial, or administrative branch of the Federal or any State government, the Employer and the Union shall suspend the operation of such article or provision during the period of its invalidity and shall substitute, by mutual consent in its place and stead, an article or provision which will meet the objections to its validity and which will be in accord with the intent and purposes of the article or provision in question.

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

FOR THE UNION:

Brian W. Dunn  
Robert J. Cooper, Jr.  
Brian E. Fisher  
Thomas D. Jarnigan  
Robert D. Johnson  
Darrin A. Parsons  
William R. Puhalla  
Timothy J. Skinner  
Jason R. Braun  
Jeffrey M. Jameson  
Justin M. Koskowski  
James R. Parker

FOR THE ASSOCIATION:

Fred Barall  
Lance Gunnells  
Jon Ackley  
Bill Ball  
Jim Boulanger  
Steve Comunale  
Marty Corcoran  
Jeff Daane  
Joe DePriest  
David Dixon  
Ted Hanson  
Jace Hierlmeier  
Brad MacMillan  
Andy McCleery  
Steve Oliver  
Steve Ulmer  
Rob Vincent

## **ADDENDUM A**

**to the AGREEMENT BETWEEN  
NATIONAL FIRE SPRINKLER ASSOCIATION, INC.**

**and**

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

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

1. All piping, valves, computer aided drafting and/or hand detail drawing for plumbing, water, waste, floor drains, drain grates, 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 buildings, including water meters and water meter foundations.
5. All water mains from whatever source, including branches and fire hydrants, etc.
6. All down spouts, drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, gray water, rainwater and reclaimable water collection of every type and description used for plumbing and pipefitting systems, 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 roof flashings in connection with the pipe fitting industry.
11. All fire stand pipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories, and all piping for sprinkler work of every description.

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 ship building and shipyards.
17. All power plant piping of every description.
18. The handling, assembling, and erecting of all economizers, super-heaters, regardless of the mode or method 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, and 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 and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers, and all piping for same in power houses, distributing and boosting stations, refrigeration, bottling, distilling, and brewing plants, heating, ventilating and air-conditioning systems.
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, as well as all radon piping and all methane recovery systems.
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 stokers, 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, erecting and 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, valves, and computer aided drafting and/or hand detail drawing, whether by water, steam, gas, or chemical, fire alarm piping, and control tubing, etc.
30. All piping for sterilizing, chemical treatment, deodorizing, and all 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, geothermal, solar 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 and dehydrating by any method, and the charging, testing, and 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, driers, 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, valves, computer aided drafting and/or hand detail drawing 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 (including all seismic 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, 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, inspecting, testing, including but not limited to nondestructive examination, commissioning, renovation, upgrading, modernization, replacement and dismantling of all work installed by journeymen members of the United Association.
49. All piping for cataracts, cascades (i.e. artificial waterfalls), make-up water fountain, captured waters, water towers, cooling towers, and spray ponds used for industrial, manufacturing, commercial, or for any other purposes.
50. Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, wood, or any other kind of material, or product manufactured into pipe, usable in the pipe fitting industry, regardless of size or shapes.

## **ADDENDUM B**

**to the AGREEMENT BETWEEN  
NATIONAL FIRE SPRINKLER ASSOCIATION, INC.**

**and**

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

### **MEMBER AND LOCAL UNION RESPONSIBILITIES:**

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

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

- Follow safe, reasonable and legitimate management directives

### **EMPLOYER AND MANAGEMENT RESPONSIBILITIES:**

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

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

### **PROBLEM RESOLUTION THROUGH THE UA STANDARD FOR EXCELLENCE POLICY:**

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

## **MEMBER AND LOCAL UNION RESPONSIBILITIES:**

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

## **EMPLOYER AND MANAGEMENT RESPONSIBILITIES:**

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

**ADDITIONAL JOINTLY SUPPORTED METHODS OF PROBLEM RESOLUTION:**

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

## **UA Standard for Safety**

### **The UA Standard for Safety is . . .**

- The UA's commitment as a core value, both personal and organizational, is to create a mindset intolerant of any exposure to unsafe working conditions or on-the-job injury regardless of the level of frequency or severity.
- Standing up for our commitment, understanding that nothing less than excellence is acceptable.
- One of the defining criteria for excellence.
- Fostering a culture of actively caring for one another's safety every day.
- Value-based and people-centered, where people are a solution to be harnessed, not a problem to be solved.
- Not a competition or tug-of-war between personal and organizational priorities.
- More than numbers or statistics; it is proactive rather than reactive and communicated in terms of safety as its relationship to people and risk.
- Fostering a workplace where all people are free to speak up to identify safety concerns and organizational blind spots to prevent future incidents; where incidents are viewed as opportunities to learn about and address factors that contributed to an event.
- An environment where coaching, given and received, is not viewed as a confrontation but always as an opportunity to share a concern, to learn and build relationships.
- Remembering our past while embracing new possibilities, not limiting our thoughts and ideas to the past, but envisioning the future and challenging ourselves to rise to the new possibilities.

### **UA Member Commitment**

- Commit to working safely because it is a personal core value, one that should never be compromised, for yourself, your family, or your coworkers. Take pride in working safely.
- Actively care for one another's safety.
- Do the right thing and never take shortcuts or compromise safety in any way for the sake of getting the job done.
- Lead by example with safety every day on every job.
- Participate in daily pre-planning of the work. Recognize hazards and never ignore or overlook something unsafe.

- Be willing to speak up when something is not safe, and work together to bring ideas and solutions to eliminate the hazard and prevent future incidents.
- Be an active participant in all required training and safety meetings.
- Take advantage of all available training opportunities.
- Bring forward ideas from a design perspective to perform the work safer with less risk.
- Ensure that you understand how to do the task safely before beginning, and ensure you have and use all the necessary tools and protective equipment.
- Be accountable through the UA Standard for Safety and the UA Standard for Excellence.

### **Signatory Employer Commitment**

- Adopt safety as a personal and organizational core value. Partner with the UA and industry groups to drive safety in the workplace as a value that should never be compromised and that should be advanced through proactive steps and planning.
- Foster a culture of caring within your organization.
- Align safety with production so that one is not compromised for the sake of the other.
- Lead by example with safety at all levels of the organization.
- Pre-plan the work, communicate the plan and involve workers in the creation and execution of the plan. Address all safety hazards that may arise before work begins and as work progresses.
- Empower people to speak up when something is unsafe. Work together to find effective solutions to ensure a safe work environment.
- Ensure all workers have the required training before engaging in a task.
- Encourage those in supervisory roles to take additional safety and health training.
- Adopt prevention-through-design strategies, seeking new ways for people to perform the work with less risk.
- Provide adequate resources to ensure workers have the appropriate information, tools, and protective equipment.
- Foster a culture of balancing accountability with safety, and balancing accountability with learning.

## **ADDENDUM C**

**to the AGREEMENT BETWEEN  
NATIONAL FIRE SPRINKLER ASSOCIATION, INC.**

**and**

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

### **PRESERVATION OF BARGAINING UNIT WORK**

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

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

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

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

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

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

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

## Addendum D – Journeyman Wage SIS IA Chart

	April 1, 2022		Industry Advancement Fund		NOTE: Industry Advancement for <i>Apprentices</i>
	Wage	SIS			
ALABAMA	28.33	1.69	0.50		Class 5-10
ALASKA	51.51	11.05	0.25		Class 5-10
ARIZONA	37.29	6.97	1.00		Class 5-10
ARKANSAS	26.99	3.40	0.50		Class 5-10
CALIFORNIA / (1)	42.30	8.08	1.00	<i>Dist 27</i>	Class 5-10
CALIFORNIA / (2)	44.36	8.22	2.00	<i>Dist 2</i>	Class 5-10
CALIFORNIA / (3)	43.25	8.16	0.50	<i>Dist 22</i>	Class 5-10
CALIFORNIA / (4)	44.99	6.55	0.50	<i>Dist 22</i>	Class 5-10
COLORADO	41.46	7.23	1.00		Class 5-10
CONNECTICUT	47.55	10.77	1.00		Class 1-10
DELAWARE	39.36	9.22	0.60		Class 5-10
District of Columbia	38.67	6.05	0.60		Class 5-10
GEORGIA	31.76	3.81	0.50		Class 5-10
IDAHO-21	37.79	5.92	0.75		Class 5-10
IDAHO-40	36.92	7.13	1.00		Class 1-10
ILLINOIS	44.98	7.72	0.50		Class 5-10
INDIANA	41.40	7.54	1.00		Class 5-10
IOWA	39.33	6.08	0.50		Class 5-10
KANSAS	37.30	5.31	0.50		Class 5-10
KENTUCKY	39.52	4.00	1.00		Class 5-10
LOUISIANA	29.66	2.75	0.50		Class 5-10
MAINE	30.81	7.32	0.53		Class 5-10
MARYLAND	38.67	6.05	0.60		Class 5-10
MASSACHUSETTS	45.24	9.41	0.53		Class 5-10
MICHIGAN	38.69	6.05	0.65		Class 5-10
MINNESOTA	39.18	6.92	0.25		Class 5-10
MISSISSIPPI	27.15	3.21	0.50		Class 5-10
MISSOURI	41.00	5.33	0.50		Class 5-10
MONTANA	37.33	5.97	0.75		Class 5-10
NEBRASKA	39.80	5.38	1.00		Class 5-10
NEVADA / (1) District 2	44.44	11.06	2.00		Class 5-10
NEVADA / (2) District 25	47.72	9.08	1.00		Class 5-10
NEW HAMPSHIRE	32.36	7.32	0.53		Class 5-10
NEW JERSEY	52.19	13.54	1.00		Class 5-10
NEW MEXICO	34.18	5.14	1.00		Class 5-10
NEW YORK (1)	38.15	9.07	1.00	<i>Dist 34 &amp; 19</i>	Class 5-10
NEW YORK (1)	38.15	9.07	0.35	<i>Dist 19</i>	Class 1-10
NEW YORK (2)	48.98	10.52	0.35	<i>Dist 19</i>	Class 1-10
NEW YORK (3)	40.81	7.30	0.35	<i>Dist 19</i>	Class 1-10
NORTH CAROLINA	26.54	2.96	1.00		Class 5-10
NORTH DAKOTA	36.78	3.24	0.75		Class 1-10
OHIO	41.13	7.74	1.00		Class 5-10
OKLAHOMA	34.99	3.72	0.50		Class 5-10
OREGON (District 1)	44.13	7.23	0.50		Class 5-10
OREGON (District 21)	37.81	7.22	0.75		Class 5-10
PENNSYLVANIA	42.29	8.62	1.00		Class 5-10
RHODE ISLAND	47.55	10.77	1.00		Class 1-10
SOUTH CAROLINA	26.22	3.16	0.50		Class 5-10
SOUTH DAKOTA	33.01	4.34	0.75		Class 1-10
TENNESSEE	29.71	2.73	1.00		Class 5-10

	April 1, 2022		Industry Advancement Fund	Dist 5 Dist 26	NOTE: Industry Advancement for Apprentices Class 5-10
	Wage	SIS			
TEXAS	33.11	4.13	0.25		Class 5-10
TEXAS	33.11	4.13	0.50		Class 5-10
UTAH	38.17	4.10	1.00		Class 1-10
VERMONT	31.24	5.45	0.53		Class 5-10
VIRGINIA (1)	30.95	2.78	0.60		Class 5-10
VIRGINIA (2)	38.67	6.05	0.60		Class 5-10
WASHINGTON (District 1)	44.13	7.23	0.50		Class 5-10
WASHINGTON (District 21)	37.59	8.24	0.75		Class 5-10
WEST VIRGINIA	36.64	8.56	0.50		Class 5-10
WISCONSIN	43.87	9.39	0.50		Class 5-10
WYOMING	36.93	5.95	1.00		Class 5-10

\*NOTES - Wage / SIS Adjustments: Years 2022-2024 TBD

Effective April 1, adjustments are based on the U.S. Bureau of Labor Statistics' Increase of the Employment Cost Index ("ECI") for total Compensation, Occupational Group and Industry, with Industry being Construction (Seasonally Adjusted), from December of the prior year to December of the most recent year.

If the year-over-year increase in the Employment Cost Index (ECI):

- ~ is 0.5% or less, the Wage & SIS Increase will be 1%
- ~ is 0.6% to 1.5%, the Wage & SIS Increase will be 2%
- ~ is 1.6% to 3.4%, the Wage & SIS Increase will be 3%
- ~ is 3.5% or greater, the Wage & SIS Increase will be 4%

**Wage Deductions:**

- Gross Wage Dues Assessment:*
- 5% Journeymen ~ 2 1/2% for Apprentices Class 1-4
- Extended Benefit Fund:* \$0.25 per hour worked
- UA Organizing Fund:* \$0.10 per hour worked
- Industry Advancement:* per chart, per hour worked

**California (1)**

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

**California (2)**

Counties- Alpine, Amador, Butte, Colusa, Del Norte, El Dorado, Glen, Humboldt, Lake, Lassen, Mendocino, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo and Yuba.

**California (3)**

Counties- San Bernardino, Riverside, Orange, Imperial, Inyo, Los Angeles, Mono, Ventura, and portion of Kern County EAST of Highway 14.

**California (4)**

Counties- San Diego County.

**New York (1)**

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

**New York (2)**

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

**New York (3)**

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

**Virginia (1)**

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

**Virginia (2)**

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

**Nevada (1)**

Excludes the counties of Clark, Nye & Lincoln.

**Nevada (2)**

Includes the counties of Clark, Nye & Lincoln.







## ADDENDUM E – APPRENTICE CHART Effective April 1, 2022 – March 31, 2023

Class		J	1	2	3.00	4.00	5.00	6.00	7.00	8.00	9.00	10.00
STATE / AREA		Negotiated Rate ONLY	0.45	0.50	0.55	0.60	0.65	0.70	0.75	0.80	0.85	0.90
Virginia (1)	Wage	31.45	14.15	15.73	17.05	18.62	20.19	21.77	23.34	24.91	26.48	28.06
	SIS				1.15	1.15	1.40	1.40	1.40	1.40	1.40	1.40
Virginia (2)	Wage	41.07	18.48	20.54	22.34	24.39	26.45	28.50	30.55	32.61	34.66	36.71
	SIS				1.15	1.15	1.40	1.40	1.40	1.40	1.40	1.40
Washington (Dist. 1)	Wage	45.48	20.47	22.74	24.76	27.04	29.31	31.59	33.86	36.13	38.41	40.68
	SIS				1.15	1.15	1.40	1.40	1.40	1.40	1.40	1.40
Washington (Dist. 21)	Wage	40.05	18.02	20.03	21.78	23.78	25.78	27.79	29.79	31.79	33.79	35.80
	SIS				1.15	1.15	1.40	1.40	1.40	1.40	1.40	1.40
West Virginia	Wage	40.80	18.36	20.40	22.19	24.23	26.27	28.31	30.35	32.39	34.43	36.47
	SIS				1.15	1.15	1.40	1.40	1.40	1.40	1.40	1.40
Wisconsin	Wage	48.77	21.95	24.39	26.57	29.01	31.45	33.89	36.33	38.77	41.20	43.64
	SIS				1.15	1.15	1.40	1.40	1.40	1.40	1.40	1.40
Wyoming	Wage	38.60	17.37	19.30	20.98	22.91	24.84	26.77	28.70	30.63	32.56	34.49
	SIS				1.15	1.15	1.40	1.40	1.40	1.40	1.40	1.40

**California (1)**

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

**California (2)**

Counties- Alpine, Amador, Butte, Colusa, Del Norte, El Dorado, Glen, Humboldt, Lake, Lassen, Mendocino, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo and Yuba.

**California (3)**

Counties- San Bernardino, Riverside, Orange, Imperial, Inyo, Los Angeles, Mono, Ventura, and portion of Kern County EAST of Highway 14.

**California (4)**

Counties- San Diego County.

**New York (1)**

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

**New York (2)**

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

**New York (3)**

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

**Virginia (1)**

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

**Virginia (2)**

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

**Nevada (1)**

Excludes the counties of Clark, Nye & Lincoln.  
Includes the counties of Clark, Nye & Lincoln.

## Addendum F All Funds Chart Effective 1/1/2022-12/31/2022

Journeyman Package	Wage	Supplemental Pension (SIS)	Building Trades Pension	Building Trades Health & Welfare RESA	Education (LU 669 & UA ITF)	Industry Promotion Fund
	See Addendum D	See Addendum D	<b>\$7.10 per hour worked</b>	<b>\$10.99 per hour worked</b>	\$0.52 per hour worked	\$0.25 per hour worked
Journeyman Employee Deductions	Industry Advancement Fund	Extended Benefit Fund	UA Organizing Fund	LU 669 Work Assessment	PAC Fund	
	See Addendum D	\$0.25 per hour worked	\$0.10 per hour worked	5% Gross Wage	Member Choice	
Apprentice Package Class 1 & 2	Wage	Supplemental Pension (SIS)	Building Trades Pension	Level 2 Health & Welfare	Education (LU 669 & UA ITF)	Industry Promotion Fund
	See Addendum E	See Addendum E	N/A	<b>\$7.85 per hour worked</b>	\$0.52 per hour worked	\$0.25 per hour worked
Apprentice Class 1 & 2 Employee Deductions	Industry Advancement Fund	Extended Benefit Fund	UA Organizing Fund	LU 669 Work Assessment	PAC Fund	
	See Addendum D	\$0.25 per hour worked	\$0.10 per hour worked	2 1/2% Gross Wage	Member Choice	
Apprentice Package Class 3 - 10	Wage	Supplemental Pension (SIS)	Building Trades Pension	Building Trades Health & Welfare RESA	Education (LU 669 & UA ITF)	Industry Promotion Fund
	See Addendum E	See Addendum E	<b>\$7.10 per hour worked</b>	<b>\$10.99 per hour worked</b>	\$0.52 per hour worked	\$0.25 per hour worked
Apprentice Class 3 - 10 Employee Deductions	Industry Advancement Fund	Extended Benefit Fund	UA Organizing Fund	LU 669 Work Assessment Class 3-4	LU 669 Work Assessment Class 5-10	PAC Fund
	See Addendum D	\$0.25 per hour worked	\$0.10 per hour worked	2 1/2% Gross Wage	5% Gross Wage	Member Choice
Residential Package Tradesmen & Helpers 1 <sup>st</sup> -4 <sup>th</sup> Year	Wage	Supplemental Pension (SIS)	Metal Trades Pension	Metal Trades Health & Welfare	Education (UA ITF)	Industry Promotion Fund
	See Addendum G	*\$0.50 per hour worked	\$0.65 per hour worked	\$4.25 per hour worked	\$0.10 per hour worked	\$0.25 per hour worked
Residential Employee Deductions	Industry Advancement Fund Tradesmen Only	LU 669 Work Assessment All Residential	PAC Fund	*SIS Fund - Probationary 1 <sup>st</sup> Year Helpers \$0.00 per hour worked		
	See Addendum D	2 1/2% Gross Wage	Member Choice			

Effective January 1, 2022, January 1, 2023, January 1, 2024 and January 1, 2025 the combined total of the hourly contribution rates for the NASI Health & Welfare, RESA and the NASI Pension and Education Funds shall be increased by a total of three percent (3%) with the Pension Fund being allocated at least a minimum of Ten Cents (\$0.10) per hour each year.

The Employers shall be given thirty (30) days prior written notice of the allocation.

## Addendum G Residential Chart

State	Negotiated Wage 4/1/2022	Residential Journeyman 75%	Residential Helpers 1st yr 35%	Residential Helpers 2nd yr 43%	Residential Helpers 3rd yr 50%	Residential Helpers 4th yr 60%
Alabama	\$29.02	\$21.77	\$10.16	\$12.48	\$14.51	\$17.41
Alaska	\$54.76	\$41.07	\$19.17	\$23.55	\$27.38	\$32.86
Arizona	\$39.56	\$29.67	\$13.85	\$17.01	\$19.78	\$23.74
Arkansas	\$27.94	\$20.96	\$9.78	\$12.01	\$13.97	\$16.76
California (1)	\$44.90	\$33.68	\$15.72	\$19.31	\$22.45	\$26.94
California (2)	\$47.07	\$35.30	\$16.47	\$20.24	\$23.54	\$28.24
California (3)	\$45.90	\$34.43	\$16.07	\$19.74	\$22.95	\$27.54
California (4)	\$46.75	\$35.06	\$16.36	\$20.10	\$23.38	\$28.05
Colorado	\$43.96	\$32.97	\$15.39	\$18.90	\$21.98	\$26.38
Connecticut	\$52.32	\$39.24	\$18.31	\$22.50	\$26.16	\$31.39
Delaware	\$42.38	\$31.79	\$14.83	\$18.22	\$21.19	\$25.43
D. C.	\$40.97	\$30.73	\$14.34	\$17.62	\$20.49	\$24.58
Georgia	\$33.57	\$25.18	\$11.75	\$14.44	\$16.79	\$20.14
Idaho (D 21)	\$38.84	\$29.13	\$13.59	\$16.70	\$19.42	\$23.30
Idaho (D 40)	\$39.18	\$29.39	\$13.71	\$16.85	\$19.59	\$23.51
Illinois	\$49.20	\$36.90	\$17.22	\$21.16	\$24.60	\$29.52
Indiana	\$45.18	\$33.89	\$15.81	\$19.43	\$22.59	\$27.11
Iowa	\$41.66	\$31.25	\$14.58	\$17.91	\$20.83	\$25.00
Kansas	\$39.48	\$29.61	\$13.82	\$16.98	\$19.74	\$23.69
Kentucky	\$40.27	\$30.20	\$14.09	\$17.32	\$20.14	\$24.16
Louisiana	\$31.41	\$23.56	\$10.99	\$13.51	\$15.71	\$18.85
Maine	\$33.72	\$25.29	\$11.80	\$14.50	\$16.86	\$20.23
Maryland	\$40.97	\$30.73	\$14.34	\$17.62	\$20.49	\$24.58
Massachusetts	\$48.07	\$36.05	\$16.82	\$20.67	\$24.04	\$28.84
Michigan	\$41.49	\$31.12	\$14.52	\$17.84	\$20.75	\$24.89
Minnesota	\$43.10	\$32.33	\$15.09	\$18.53	\$21.55	\$25.86
Mississippi	\$28.68	\$21.51	\$10.04	\$12.33	\$14.34	\$17.21
Missouri	\$41.65	\$31.24	\$14.58	\$17.91	\$20.83	\$24.99
Montana	\$39.54	\$29.66	\$13.84	\$17.00	\$19.77	\$23.72
Nebraska	\$41.43	\$31.07	\$14.50	\$17.81	\$20.72	\$24.86
Nevada (1)	\$49.44	\$37.08	\$17.30	\$21.26	\$24.72	\$29.66
Nevada (2) Clark	\$50.66	\$38.00	\$17.73	\$21.78	\$25.33	\$30.40
New Hampshire	\$35.37	\$26.53	\$12.38	\$15.21	\$17.69	\$21.22
New Jersey	\$58.14	\$43.61	\$20.35	\$25.00	\$29.07	\$34.88
New Mexico	\$35.62	\$26.72	\$12.47	\$15.32	\$17.81	\$21.37
New York (1)	\$40.57	\$30.43	\$14.20	\$17.45	\$20.29	\$24.34
New York (2)	\$52.57	\$39.43	\$18.40	\$22.61	\$26.29	\$31.54
New York (3)	\$41.46	\$31.10	\$14.51	\$17.83	\$20.73	\$24.88
North Carolina	\$29.00	\$21.75	\$10.15	\$12.47	\$14.50	\$17.40
North Dakota	\$38.77	\$29.08	\$13.57	\$16.67	\$19.39	\$23.26

State	Negotiated Wage 4/1/2022	Residential Journeyman 75%	Residential Helpers 1st yr 35%	Residential Helpers 2nd yr 43%	Residential Helpers 3rd yr 50%	Residential Helpers 4th yr 60%
Ohio	\$43.65	\$32.74	\$15.28	\$18.77	\$21.83	\$26.19
Oklahoma	\$36.96	\$27.72	\$12.94	\$15.89	\$18.48	\$22.18
Oregon (D 1)	\$45.38	\$34.04	\$15.88	\$19.51	\$22.69	\$27.23
Oregon (D 21)	\$39.15	\$29.36	\$13.70	\$16.83	\$19.58	\$23.49
Pennsylvania	\$44.91	\$33.68	\$15.72	\$19.31	\$22.46	\$26.95
Rhode Island	\$52.32	\$39.24	\$18.31	\$22.50	\$26.16	\$31.39
South Carolina	\$27.69	\$20.77	\$9.69	\$11.91	\$13.85	\$16.61
South Dakota	\$36.35	\$27.26	\$12.72	\$15.63	\$18.18	\$21.81
Tennessee	\$31.44	\$23.58	\$11.00	\$13.52	\$15.72	\$18.86
Texas	\$34.49	\$25.87	\$12.07	\$14.83	\$17.25	\$20.69
Utah	\$39.27	\$29.45	\$13.74	\$16.89	\$19.64	\$23.56
Vermont	\$32.89	\$24.67	\$11.51	\$14.14	\$16.45	\$19.73
Virginia (1)	\$31.35	\$23.51	\$10.97	\$13.48	\$15.68	\$18.81
Virginia (2)	\$40.97	\$30.73	\$14.34	\$17.62	\$20.49	\$24.58
Washington (D 1)	\$45.38	\$34.04	\$15.88	\$19.51	\$22.69	\$27.23
Washington (D 21)	\$39.95	\$29.96	\$13.98	\$17.18	\$19.98	\$23.97
West Virginia	\$40.70	\$30.53	\$14.25	\$17.50	\$20.35	\$24.42
Wisconsin	\$48.67	\$36.50	\$17.03	\$20.93	\$24.34	\$29.20
Wyoming	\$38.50	\$28.88	\$13.48	\$16.56	\$19.25	\$23.10

**California (1)**

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

**California (2)**

Counties- Alpine, Amador, Butte, Colusa, Del Norte, El Dorado, Glen, Humboldt, Lake, Lassen, Mendocino, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo and Yuba.

**California (3)**

Counties- San Bernardino, Riverside, Orange, Imperial, Inyo, Los Angeles, Mono, Ventura, and portion of Kern County EAST of Highway 14.

**California (4)**

Counties- San Diego County.

**New York (1)**

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

**New York (2)**

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

**New York (3)**

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

**Virginia (1)**

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

**Virginia (2)**

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

**Nevada (1)**

Excludes the counties of Clark, Nye & Lincoln.

**Nevada (2)**

Includes the counties of Clark, Nye & Lincoln.

## **Addendum H Travel Pay Chart**

EFFECTIVE DATE:	APR 1, 2021	JAN 1, 2022	JAN 1, 2023	JAN 1, 2024
Residence to Job Site	EXPENSES per day	EXPENSES per day	EXPENSES per day	EXPENSES per day
0 - 60 miles	0.00	0.00	0.00	0.00
60 - 80 miles	19.00	21.00	22.00	23.00
80 - 100 miles	29.00	31.00	32.00	33.00
	SUBSISTENCE per day	SUBSISTENCE per day	SUBSISTENCE per day	SUBSISTENCE per day
Over 100 miles	105.00	115.00	120.00	125.00
Mileage (Over 100 miles)	Per IRS Standard Mileage Rate - Effective January 1st each year			

## **ADDENDUM I**

### **SICK LEAVE UNDER STATE AND LOCAL LAW**

The following is an addendum to the 2016-2025 national collective bargaining agreement between the National Fire Sprinkler Association (NFSA) and Road Sprinkler Fitters Local Union 669, U.A., AFL-CIO (Local 669):

Where a state or local jurisdiction has enacted law to require paid sick leave benefits, or enacts such a law during the term of this agreement, the parties hereto agree to waive such benefits to the extent permitted by applicable law. The parties agree that the benefits available to bargaining unit employees under the current agreement are sufficient for the employees without including paid sick leave.

The parties further agree to execute appropriate waiver forms to comply with the waiver requirements of state and/or local laws.



## **AGREEMENT**

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

\* \* \* \* \*

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

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

NOW, THEREFORE, it is mutually agreed as follows:

(1) That the Employer and the Union mutually agree to be bound by the terms and conditions of the Agreement between National Fire Sprinkler Association, Inc. and the Road Sprinkler Fitters and Apprentices Local Union 669, dated and effective April 1, 2016, and all addendums and supplements thereto, copy of which is attached hereto and made a part hereof, the same as if the Employer and the Union were parties thereto; and the Employer and the Union herewith adopt said Agreement as and for their contract of employment and that all the Journeymen Sprinkler Fitters and their Apprentices hired by the Employer are to be employed according to the terms and conditions of employment contained in said Agreement.

(2) The Employer and Union do further agree to be bound by the Declarations and Trust establishing the National Automatic Sprinkler Industry Welfare Fund, as restated April 27, 2005 and separate Local Union 669 Education Fund as restated on April 28, 2005, and separate National Automatic Sprinkler Industry Pension Fund, as restated April 27, 2005, and the Sprinkler Industry Supplemental Pension Fund as restated April 21, 2005, and the Employer agrees to be bound thereby and by all amendments made thereto the same as if the Employer and the Union were parties to said Declaration of Trust.

(3) The Employer further agrees to make the necessary financial contributions to the National Automatic Sprinkler Industry Welfare Fund and Local Union Education Fund and National Automatic Sprinkler Industry Pension Fund and Sprinkler Industry Supplemental Pension Fund as required by the Collective Bargaining Agreement effective April 1, 2016, and the said Declarations of Trust. The Employer hereby authorizes the parties to name Trustees and successor Trustees to administer the National Automatic Sprinkler Industry Welfare Trust Fund and the Local Union 669 Education Trust Fund and National Automatic Sprinkler Pension Trust Fund, and hereby ratifies and accepts such Trustees and the terms and conditions of the Trust as if fully made by the Employer and the Union together.

FOR THE EMPLOYER:

\_\_\_\_\_  
Name of Firm

By \_\_\_\_\_  
Sign Here

\_\_\_\_\_  
Print Here

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State & Zip

\_\_\_\_\_  
Telephone (include area code)

\_\_\_\_\_  
Fax Number (include area code)

\_\_\_\_\_  
Email

FOR THE UNION:

Road Sprinkler Fitters  
Local Union 669

By \_\_\_\_\_

Business Manager

7050 Oakland Mills Road #200

Columbia, MD 21046

PHONE: (410) 381-4300

FAX: (301) 621-8045





**NATIONAL FIRE SPRINKLER  
ASSOCIATION, INC.**

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LOCAL UNION 669**

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