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**PIPE FITTERS LOCAL NO. 120  
AGREEMENT**

This collective bargaining agreement is made and entered into as of this 1st day of May, 2000, by and between MECHANICAL CONTRACTORS' ASSOCIATION OF CLEVELAND, INC., as designee for the undersigned employer, hereinafter called the "Employer" and PIPE FITTERS LOCAL UNION NO. 120, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO, hereinafter called the "Union".

**WITNESSETH**

WHEREAS, the Employer is engaged in the pipe fitting, refrigeration and air conditioning industry, and in the performance of such work requires the services of competent, skilled and qualified journeymen and apprentices; and, WHEREAS, the Union has in its membership competent and skilled journeymen and apprentices qualified to perform all the work of the Employer coming within its trade and craft jurisdiction; and, WHEREAS, the Employer and the Union desire to mutually establish and stabilize wages, hours, and working conditions for journeymen and apprentices employed by said Employer, and further to encourage closer cooperation and understanding between the Employer and the Union to the end that a satisfactory, continuous and harmonious labor relationship shall exist between the parties to this agreement.

NOW THEREFORE, the Employer and Union in consideration of these mutual promises and covenants herein contained, mutually agree as follows:

**ARTICLE I  
Definitions**

1. The term Employer shall mean the Association above named, its officers, agents and members. Any other heating, plumbing, piping and mechanical contractor not

a member of the Association at the time of the execution of this Agreement, but who employs journeymen and apprentices on work coming within the trade, craft and geographical area jurisdiction of the Union, and by separate understanding in writing agrees to be bound by the terms and conditions of this Agreement, shall likewise be considered an Employer.

2. The term Union shall mean Pipe Fitters Local Union No. 120, United Association of Journey- men and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO, of Cleveland, Ohio, its officers and agents.
3. The term Employee shall mean journeymen pipe fitters, apprentices, and other individuals represented by the Union and employed by a contractor performing work within the trade jurisdiction of the Union.

## **ARTICLE II**

### **Recognition, Substance Abuse and ADA**

**Section 1. Recognition.** The Employer hereby recognizes the Union as the sole and exclusive bargaining representative, pursuant to Section 9A of the National Labor Relations Act, for all journeymen pipe fitters and apprentices and other individuals in the employ of the Employer and performing work within the trade jurisdiction of the Union, with respect to their wages, hours and other terms and conditions of employment.

**Section 2. Substance Abuse.** The Contractors and the Union recognize the problems created by drug and alcohol abuse. Both parties have a commitment to protect people and property, and to provide a safe working environment. Therefore, be it known by all, that the Contractors and the Union will neither condone nor tolerate the consumption, possession or distribution of alcohol, illegal drugs, or any other prohibited substance on or about the jobsite. Be it further known that the Contractors and the Union will not permit any employees on the jobsite who are under the

influence of any of the above substances. Violators of this section are subject to disciplinary action including immediate termination. A Joint Labor and Management Committee will be established to make arrangements for the voluntary adoption by employers of all or part of the UA/MCAA Substance Abuse Program.

**Section 3. Americans With Disabilities Act.** MCA and the Union prohibit discrimination against the disabled in employment and in their access to facilities, goods and services as required by the Americans with Disabilities Act of 1990.

### **ARTICLE III**

#### **Trade or Work Jurisdiction**

The work within the trade jurisdiction of the Union to be performed by employees represented by it, is that set forth in the appendix to this Agreement (Except that work set forth in Item 6 thereof) and is incorporated here by reference, subject to the understanding that where any work claimed hereunder by the Union is also claimed by any other Local of the United Association, the provisions of Article XIV (Grievance Procedure) shall not apply. In that event the Employer shall notify the Secretary of each Local involved to arrange an immediate meeting of the two Business Representatives of each Local Union. If no agreement shall have been reached within 24 hours, both Local Unions and the Employer shall request the United Association to assign an organizer into this area to render a decision. Pending such a decision, the Employer's initial assignment shall be followed and there shall be no interruption of work.

In addition, this Agreement is applicable to and covers all work that has been awarded to the Union by decisions of the United Association, its organizers and referees appointed by them, and by trade line agreements with other crafts and any awards including decisions and agreements

of record made by the National Joint Board for Settlement of Jurisdictional Disputes, or its successors.

## **ARTICLE IV Fabrication**

**Section 1.** The parties agree that this article is a material part of this agreement, establishing conditions of employment in order to preserve and maintain employment opportunities for employees represented by the Union. A breach of any portion of this Article constitutes a substantial breach of this Agreement. The parties agree that, upon an Employer's breach of this Article, the Union may, at its option, seek enforcement by judicial determination or such other judicial relief that the Union deems appropriate, or it may submit the Employer's violation to arbitration in accordance with Article XIV.

### **Section 2. Pipe Fabrication:**

- (a) All piping shall be fabricated on the job or in the employer's shop using members of Local Union No.120.
- (b) At Employer's option, piping 2-½" in diameter and larger may be purchased in fabricated formations from any shop operating under the terms and conditions of the National Minimum Standard Agreement for a Commercial Pipe Fabrication Shop.

### **Section 3. Manufactured Units:**

- (a) Where the building owner or general contractor purchases manufactured units in which the piping formations are fabricated and installed at the factory for installation on a project, and the Employer's contract awards to him only the installation work, such units will be installed by the Union in accordance with the terms of this Agreement.
- (b) Where the Employer's contract requires, by specification or otherwise, that factory fabricated and assembled units be purchased and installed on the



project, such units will be installed by the Union in accordance with the terms of this Agreement.

- (c) As used herein, the term "manufactured unit" means any piece of manufactured equipment used for or in connection with the heating or cooling of a structure or area.

## **ARTICLE V**

### **Welding**

All welding work shall be performed by journeymen pipe fitters and apprentices covered by this Agreement.

## **ARTICLE VI**

### **Union Security**

**Section 1.** It is a condition of employment that all employees who are members of the Union in good standing on the execution date of this Agreement, shall remain members in good standing. Those employees who are not members on the execution date of this Agreement shall, on the eighth day following the execution date of this Agreement, become and remain members in good standing in the Union. It is also a condition of employment that all employees hired on or after its execution date shall, on the eighth day following the beginning of such employment, become and remain members in good standing in the Union.

**Section 2.** In interpreting good standing, an Employer shall not discharge any employee for nonmembership in the Union: (a) if he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or, (b) that the Employer has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

## ARTICLE VII Hiring of Employees

The employer shall be the sole judge of the number of employees required, and requests to furnish employees shall be made to the Union. The Union agrees to supply a sufficient number of skilled men to the extent that journeymen are available to meet the requirements of the Employer. It is understood that the Union shall refer applicants for employment to the Employers with whom it is in agreement.

The Union shall refer applicants for employment according to the following minimum standards:

**Section 1. Qualified Craftsmen.** Employers shall only employ qualified journeymen pipe fitters. A journeyman pipe fitter shall be qualified for employment who has had at least five years' actual practical working experience at the pipe fitting trade as a journeyman or apprentice in the building and construction industry, and who either:

- (a) Has successfully served an apprenticeship at the trade under an apprenticeship program approved by the United States Bureau of Apprenticeship Training, or State Division of Apprenticeship Training, or State Division of Apprenticeship Standards.
- (b) Has had previous Employment as a journeyman pipe fitter with a contractor signatory to this Agreement and whose services have proved satisfactory, or,
- (c) Has successfully passed any competency examination that adequately tested the degree of skill and training necessary to be a competent journeyman pipe fitter. Any question as to what constitutes a "competency" examination shall be resolved by the Joint Hiring Committee established under this Agreement.

**Section 2. Exclusive Hiring.** Employers shall hire employees by calling the Union. Whenever an Employer requires any employee on any job, he shall notify the Local

Union Office, either in writing or by telephone (and confirmed in writing within three days), stating the location, starting time, approximate duration of the job, the type of work to be performed and the number of employees required.

**Section 3. Registration.** The Union shall establish and maintain an appropriate registration facility for qualified applicants available for employment as journeymen pipe fitters. Applicants shall be registered on the appropriate craft out-of-work list, i.e., either pipe fitter, etc., in the order of time and date of registration.

Each applicant for employment shall be required to furnish such data, records, names of Employers and licenses as may be deemed necessary, and each applicant shall complete such form or registration as shall be submitted to him. Applicants for employment shall also list any special skills that they possess.

An applicant who has had five years' actual practical working experience at the pipe fitting trade, but who has not passed any competency examination as to his skill or competency, shall be accepted for registration, but shall not be dispatched until he passes an examination given by the Joint Hiring Committee

**Section 4. Referral of Men.** Upon the request of an Employer for pipe fitters, the Union shall immediately refer competent and qualified registrants to the Employer in sufficient number required by the Employer, in the manner and under the conditions specified in this Agreement, from the separate appropriate out-of-work list on a first in, first out basis, that is, the first man registered shall be the first man referred, except that:

- (a) Requests by Employers for key men to act as supervisors, general foreman, or foreman, shall be honored without regard to the requested man's place on the out-of-work list.

- (b) In hiring journeymen, the Employer shall call the Union office for the men required. The Union shall assign the men needed from an unemployed list maintained at the Union office on a first in, first out basis, with the exception that the Employer may call for former employees within 100 days after date of separation.
- (c) Bona fide requests by Employers for journeymen with special skills and abilities will be honored. The dispatcher shall dispatch persons possessing such skills in the order in which their names appear on the out-of-work list. Such a decision of the dispatching agent in referring registrants is appealable to the Joint Committee as hereinafter provided.
- (d) The Union has the right to refuse to refer pipefitters to any Employer who is delinquent in contributions to any Fringe Benefit Fund, or who refuses or is unable to post a bond to secure the payment of wages and contributions and all payments required by this Agreement.
- (e) The Employer may use any source to obtain adequate and qualified help if the Union fails to provide adequate and qualified help within seventy-two (72) hours excluding Saturdays, Sundays, and Holidays.

**Section 5. Nondiscriminatory Referral.** The referral of Employees shall be on the following basis:

- (a) Selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligations of union membership, policies, or requirements, and shall be in accordance with Executive Orders 11246, 11375 and Title VII of the Civil Rights Act of 1964 as amended.
- (b) The Employer retains the right to reject any job applicant referred by the Union.

- (c) The Union and the Employer shall post in places where notices to all employees and applicants for employment are customarily posted, all provisions relating to the functioning of the hiring provisions of this Agreement.
- (d) The Union and Employer agree to participate in the Cleveland Hometown Program, Cleveland, Ohio.

**Section 6. Joint Hiring Committee.** The parties to this Agreement shall create a Joint Hiring Committee, composed of an equal number of Employer and Union representatives, to supervise and control the operation of the job referral system herein. The Joint Hiring Committee is empowered:

- (a) To establish from time to time such rules and regulations that it deems advisable for the operation of the job referral plan.
- (b) To properly post the rules and regulations, together with the provisions of this Agreement at the Union dispatch office, at the Employer's office, and at the job site.
- (c) To hear and determine any and all disputes or grievances concerning the operation of the job referral system including, but not limited to, grievances relating to work registration, work referrals and the preparation of the referral registration lists. Any applicant or registrant shall have a right of appeal of any dispute or grievance in regard to the operation or functioning of the job referral plan to the Joint Hiring Committee.
- (d) To conduct written examinations for qualifying of journeymen in accordance with the provisions of this Agreement. All examinations given by the Joint Hiring Committee shall be fair, impartial and in keeping with the present standards of competency and skill possessed by journeymen in the industry.

The Joint Hiring Committee shall provide in the rules and regulations of the job referral plan for an appeal to an

impartial arbitrator whenever the Joint Hiring Committee reaches a deadlock over a dispute concerning a refusal to register an applicant, or the proper registration or dispatching of any applicant. The impartial arbitrator/Federal Magistrate shall be designated by mutual agreement of the parties. The authority of the impartial arbitrator shall be limited to interpreting and applying the rules and regulations of the Joint Hiring Committee. The decision of the Committee or the impartial arbitrator shall be final, binding and conclusive on all parties, including applicants.

If any questions arises to the qualifications and competency of an applicant, the Joint Hiring Committee shall make the determination. Such determination shall be fair and impartial without regard to the applicant's membership in the Union.

**Section 7. Apprentices.** Employment of apprentices shall be governed by the provisions of the Joint Apprenticeship Training Program provided for elsewhere in this Agreement.

**Section 8. Transfers.** No employer shall transfer employees from his employ to the employ of another Employer without the mutual consent of the Employer and the Union.

## **ARTICLE VIII**

### **Wages, Deductions and Contributions**

#### **Section 1. The Schedule of Wages.**

- (a) The wages to be paid and the sums to be withheld from wages and the contributions to the Fringe Benefit Funds established by the parties to this Agreement and the effective dates thereof, are as follows:

**SCHEDULE OF WAGES, DEDUCTIONS, AND CONTRIBUTIONS**

May 1, 2000 to April 30, 2001

May 1, 2000 (\$1.00 withheld for Vacation Plan)

**GROSS STRAIGHT TIME HOURLY RATE. \$37.42**

Less Employers Contributions:

120 Pension Fund . . . . . \$2.80

120 Health & Welfare Fund . . . . . 4.75

120 Annuity Fund . . . . . 1.20

120 SUB . . . . . .35

National Pension Fund . . . . . .70

\$9.80

Net Hourly Rate - Straight Time . . . . . 27.62

Effective June 1, 1991, fringe contributions are on the basis of hours paid.

**GROSS TIME AND ONE HALF HOURLY RATE**

. . . . . \$56.13

Less Employers Contributions:

120 Pension Fund . . . . . \$4.20

120 Health & Welfare Fund . . . . . 7.13

120 Annuity Fund . . . . . 1.80

120 SUB . . . . . .53

National Pension Fund . . . . . 1.05

\$14.71

Net Hourly Rate – Time and One-Half . . . . . \$41.42

**GROSS DOUBLE TIME HOURLY RATE. . \$74.84**

Less Employers Contributions:

120 Pension Fund . . . . . \$5.60

120 Health & Welfare Fund . . . . . 9.50

120 Annuity Fund . . . . . 2.40

120 SUB . . . . . .70

National Pension Fund . . . . . 1.40

\$19.60

Net Hourly Rate – Double Time . . . . . \$55.24

NOTE: The above schedule of wage rates reflects a \$1.20 increase to the gross hourly rate on May 1, 2000.

- (b) Effective May 1, 2001, an increase of \$1.25 per hour will be added to the gross hourly wage rate, and effective May 1, 2002, an increase of \$1.30 per hour will be added to the gross hourly wage rate, and effective May 1, 2003, an increase of \$1.30 per. hour will be added to the gross hourly wage rate It is agreed that upon appropriate notice from the Union there may be a diversion of the scheduled wage increase to any Fringe Benefit Program established by the parties and provided for in this Agreement.
- (c) **Deductions from wages.** The Employer shall deduct such dues and assessments as are authorized by the employee, the same to be forwarded to the Union monthly in such manner as designated on the on the authorization card signed by the employee.

**Section 2. Apprentices.** The wage rates for apprentices are as follows(refer to the official wage and fringe sheets):

**12 Month Probationary Period**

**1st 6 month pay period** — 25% of the gross straight time hourly rate plus employer contribution of \$1.25 per hour worked for health insurance.



**2nd 6 month pay period** — 25% of the gross straight time hourly rate plus Employer contribution of \$1.25 per hour worked for health insurance.

**3rd and 4th 6 month pay period** — 35% of the net straight time hourly rate plus Employer contributions to Fringe Benefit Funds.

**5th 6 month pay period** — 40% of the net straight time hourly rate plus Employer contributions to the Fringe Benefit Funds.

**6th 6 month pay period** — 45% of the net straight time hourly rate plus Employer contributions to Fringe Benefit Funds.

**7th 6 month pay period** — 50% of the net straight time hourly rate plus Employer contributions to Fringe Benefit Funds.

**8th 6 month pay period** — 55% of the net straight time hourly rate plus Employer contributions to Fringe Benefit Funds.

**9th 6 month pay period** — 60% of the net straight time hourly rate plus Employer contributions to Fringe Benefit Funds.

**10th 6 month pay period** — 65% of the net straight time hourly rate plus Employer contributions to Fringe Benefit Funds.

Apprentices will be governed by the following conditions:

- (a) Apprentices will attend school every other week and will be paid for attendance at school during the first eight pay periods.

Apprentices' will be penalized 2 hours' school day pay for every day of work missed during a school week, except for holidays and days when work was not available.

- (b) During the apprentices last two pay periods, the apprentices will attend school on their own time,

outside of the normal work day and work week. In the event an apprentice who is in his last two pay periods and becomes unemployed due to lack of work, he may attend school classes during the normal work day and work week if such arrangements can be made.

Intent is that new apprentices will not replace current apprentices.

A minimum of 15 apprentices per year will be assigned to contractors.

Apprentice ratio shall be 1 for 3 journeymen if available from the JAC.

**Section 3. Fringe Benefit Programs.** The Employer and the Union have established: The Health and Welfare Fund, Pension Fund, Plumbers and Pipefitters National Pension Fund, Supplemental Unemployment Benefits Fund (SUB), Annuity Fund, and the Greater Cleveland Pipe Fitting Industry Training Fund. These programs shall continue in accordance with Trust Agreements, applicable Federal law and the provisions of this Agreement. Contributions to these Funds are required of all Employers who become signatory to or are bound by this Agreement, and any other groups that become a party to the Agreement covering the Fringe Benefit Programs set forth herein.

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

All Employers hereby agree to be bound by the Agreements and Declarations of Trust, as amended, establishing the Welfare Fund, Pension Fund, SUB Fund, Annuity Fund, and Cleveland Industry Training Fund, copies of which have been furnished to and read by each Employer bound hereby before the execution of this Agreement. It is agreed that the provisions of said Agreements and Declarations of Trust and any rules, regulations and Plans adopted by the Trustees pursuant

thereto shall become a part of this Agreement as though fully written herein, and Employers bound hereby designate the Employer Trustees of said Funds and their successors as their representatives, for the purposes set forth in said Agreements and Declarations of Trust.

It is further understood and agreed by and between the parties that duly authorized representatives of any of said Trust funds or Plans shall have the right, on written notice, to audit the books and records of any party obligated under this Agreement to contribute thereto, with respect to the hours worked by and wages paid to all employees for whom the Employer is obligated to make contributions.

Contribution reports showing the employees who have worked and the hours that they have been paid, together with the contribution for the appropriate pay period, shall be transmitted to the proper depository no later than the 15th day of the month immediately following the calendar month in which the work was performed.

In the event the contribution reports are not furnished, contributions not paid when due, or the audits referred to above not permitted, the remedies provided herein in addition to any other remedy, either in law or equity, or authorized by the Agreements and Declarations of Trust, shall be available to enforce collection of contributions due and owing to the Funds.

#### **Section 4. Vacation Plan.**

(a) There is a Vacation Plan hereto established by agreement between the parties. It is agreed that said Plan will continue and payments will be paid to it by amounts withheld from the wages of the employees and voluntarily authorized by them as set forth in the schedules in Section 1 above. The vacation deductions shall be withheld from the wages due the employee and paid by the Employer to the designated depository. Individual accounts will be established for

each employee based upon the payments into that Plan.

- (b) When the unemployment rate of the union exceeds 15 percent (150 men), the Joint Conference Committee shall meet and determine whether it is possible and economically feasible to replace men on various projects while on vacation.
- (c) The Plan shall continue to be administered by the Vacation Plan Administrative Committee which is given the authority to interpret and administer the Plan, and take such action which may be necessary to fulfill the Plan in accordance with the terms and conditions of the collective bargaining agreement, and to carry out the purpose intended.

**Section 5. Mechanical Contracting Industry Fund of Cleveland, Ohio.** Each Employer covered by this Agreement shall contribute twenty-six cents (\$.26) per hour effective May 1, 2000, and twenty-seven cents (\$.27) per hour effective May 1, 2001, and twenty-eight cents (\$.28) per hour effective May 1, 2002, and twenty-nine cents (\$.29) per hour effective May 1, 2003, for all hours worked by all employees covered by the parties' Agreement, to the Mechanical Contracting Industry Fund of Cleveland, Ohio (MCI). For sprinkler hours, pay fifty percent (50%) of the MCI contribution to MCI and fifty percent of the MCI contribution to the Greater Cleveland Pipe Fitting Industry Training Fund. The Fund shall be administered solely by the Association and shall be utilized to promote the pipe fitting, refrigeration and air conditioning industry, with such action as, but not limited to, public relations, advertising, legislation, journeyman retraining, development of commercial service and repair, and in-plant maintenance and repair, seeking separations of bids and contracts, and the further development of the furnishing and installing of all equipment which is installed by Employers covered by this Agreement.

**Section 6. Greater Cleveland Pipe Fitting Industry Training Fund.** Each Employer covered by this Agreement shall contribute twenty-nine cents (\$.29) per hour for all hours worked by all employees covered by the parties' Agreement, to the Greater Cleveland Pipe Fitting Industry Training Fund. For sprinkler hours pay fifty percent (50%) of the MCI contribution to MCI and fifty percent of the MCI contribution to the Greater Cleveland Pipe Fitting Industry Training Fund. The Coordinator appointed to administer the Greater Cleveland Pipe Fitting Industry Training Program shall be a member of the Union.

**Section 7. International Training Fund.** Each employer covered by this Agreement shall contribute five cents (\$.05) per hour for all hours worked by all employees covered by the parties' Agreement, to the International Training Fund.

**Section 8. Default.** If the employer defaults in the payment of wages to an employee, contributions to a fringe benefit fund or payment required by the Agreement, the Union shall withhold services and engage in a strike against said employer until said employer has paid all the employees in full for any losses sustained, and reimbursed *any or all fringe benefit funds and the Union for any monies* owed as contributions or dues deduction, together with all amounts assessed as liquidated damages, as shown on the reporting form, and the total cost of collection including legal expenses resulting from said default.

It is understood and agreed that said strike by the Union shall not be deemed a violation of any provision of this Agreement and shall not subject the Union to liability for losses incurred by the defaulting employer. Nor shall any default arising out of the Union's right to strike the defaulting employer be subject to the grievance and arbitration provisions of this Agreement.

**Section 9. Payment of Wages**

- (a) Wages are due and payable on the job in currency or by bonded payroll check, once each week, not later

than quitting time. Regardless of the method used for payment of wages, a statement shall be included showing all deductions made by the Employer, the purpose of the deduction, the number of straight time hours worked, and the number of overtime hours worked.

- (b) Payday shall be not later than 72 hours following the end of the weekly payroll period. However, Employers whose payroll week ends on Sunday midnight and one of the six national holidays fall on Monday or Tuesday (or holiday falls on Sunday and is celebrated on Monday), pay day shall be extended a maximum of 24 hours beyond the established pay day. (Six national holidays defined in Article IX, Section 2.) Once the pay day has been established it shall remain the same until the project is completed. In the event wages are not paid by quitting time on the regular pay day, once established, employees shall receive two hours pay for each calendar day of waiting. An employee who gives notice of his intention to terminate his services with the Employer shall be paid in full at the next regular pay day after giving such notice, and if not paid shall receive two hours' pay for each calendar day of waiting. Where employees are paid on the job by checks drawn on a non-Cleveland bank they shall be allowed a paid 30-minute period for cashing their pay checks.
- (c) Where the Employer's regular pay day falls on a holiday (Six national holidays defined in article IX Section 2), employees shall be paid on the day preceding such holiday, except as provided for in subparagraph (b) above.

**Section 10. Reporting Pay.** Any employee covered by this Agreement who has been assigned to a job at the request of the Employer and reports to the job at the regular starting time shall receive two hours pay at the applicable hourly rate if not put to work unless he has been

told not to report before leaving home for work, except where strike conditions make it impossible to put him to work.

*Any employee starting work shall be paid four hours' pay at the applicable hourly rate for any work performed before 12:00 o'clock noon, and will be paid for actual hours worked for any work performed between 12:00 o'clock and 4:30 p.m.*

*Any employee starting work on a Saturday, Sunday or holiday shall be paid four hours' pay for any work performed before 12:00 o'clock noon, and four hours' pay for any work performed between between 12:00 o'clock noon and 4:30 p.m. at the applicable overtime rate.*

*On emergency repair type work any employee starting to work shall receive a minimum of four hours' pay at the applicable hourly rate for any work performed before 12:00 o'clock noon. On any work performed after 12:00 o'clock noon, an employee shall be paid for actual hours worked at the applicable hourly rate.*

*Where strike conditions make it impossible to continue working, or where the employee leaves the job of his own accord, or where the Employer encounters conditions beyond his control, such as an act of God, extreme weather conditions, etc., these provisions shall not apply.*

*When the Employer requests men forty-eight (48) hours in advance, new employees shall report for work at stated time or be paid only for hours worked.*

**Section 11. Foreman's Rate.** The foreman shall be selected by the Employer, unless the Employer requests the Union to select the foreman. An employee who is responsible for layout of work, coordination with other trades, ordering material and for keeping time, shall be designated as foreman. On all jobs employing ten (10) employees or more the foreman will not be permitted to work with the tools, with the exception that when four employees or fewer, including the foreman, work overtime,

the foreman will be permitted to work with the tools. It is understood that the non-working foreman may occasionally assist in the field on minor but necessary tasks if such an occasion arises.

- (1) The foreman's rate of pay shall be in accordance with the following minimum rates:
  - (a) On any job requiring two men, the job foreman hourly rate shall be \$.50 per hour above journeyman gross hourly rate. This provision does not apply to any service work.
  - (b) On any job requiring three and four men, the job foreman hourly rate shall be 3% above the journeyman gross hourly rate. This provision does not apply to any service work.
  - (c) On any job requiring five to 13 men inclusive, the job foreman hourly rate shall be 5% above the journeyman gross hourly rate.
  - (d) On any job requiring 14 to 25 men inclusive, the job foreman hourly rate shall be 8% above the journeyman gross hourly rate.
  - (e) On any job requiring 26 to 49 men inclusive, the job foreman hourly rate shall be 12% above the journeyman gross hourly rate.
  - (f) On any job requiring 50 or more men, the job foreman hourly rate shall be 16% above the journeyman gross hourly rate.
  - (g) The foreman's rate on time and one-half overtime work shall be 1 1/2 times the hourly foreman's rate. On double time work, the rate shall be 2 times the hourly foreman's rate.
- (2) There shall be one foreman for the first 10 employees. For each additional 10 employees there shall be an additional foreman.
- (3) Employees shall not take orders or accept the layout of any job from anyone except his foreman. Only the



job foreman shall be permitted to receive instructions from any employer, owner or superintendent.

- (4) The foreman shall be in charge of one job only and is not permitted to rove from job to job. This shall not apply to a 2 to 4 man job.

**Section 12. Travel Expense.** Travel expense shall be paid on the jobs within the jurisdiction of the Union in accordance with the zone system set forth below. Employees are required to report on these jobs to commence work at the regular starting time.

**Zone 1** - Using Cleveland Public Square as a starting point, a radius of zero miles to 25 miles from Cleveland Public Square shall be known as a Free Zone for which no travel expense shall be paid.

**Zone 2** - Over 25 miles to 30 miles — daily travel expense is \$2.70.

**Zone 3** - Over 30 miles to 35 miles — daily travel expense is \$3.45.

**Zone 4** - Over 35 miles to 40 miles — daily travel expense is \$3.70.

**Zone 5** - Over 40 miles to 45 miles — daily travel expense is \$3.95.

**Zone 6** - over 45 miles to 50 miles — daily travel expense is \$4.45.

**Zone 7** - Over 50 miles to 55 miles — daily travel expense is \$4.65.

**Zone 8** - Over 55 miles to 60 miles — daily travel expense is \$5.05.

**Zone 9** - Over 60 miles to 65 miles — daily travel expense is \$5.45.

**Zone 10** - Over 65 miles to end of geographical jurisdiction — daily travel expense is \$5.80.

**Section 13. Layoffs.** When employees are laid off, they shall be notified and paid in full at least 30 minutes before their layoff, and be given a separation slip which shall list the employee's name, social security number, Employer's name, address, and identification number, and the name and location of the job from which separation occurred.

If an employee is terminated for any reason other than a normal layoff, the employee shall have the option of having his check delivered to the Union Hall by the close of business on the next normal working day, or mailed no later than the close of business on the next working day. If an employee is not available at a job site to give instructions, his check will be delivered to the Union Hall no later than the next normal working day.

Should an Employer fail to furnish the separation slip, such Employer, upon notice by the employee, shall mail the separation slip to the last known address of the employee by registered mail.

When layoffs occur, employees who are journeymen residents of the geographical area constituting the normal construction labor market or who have been employed in this market, shall be retained in preference to nonresidents of the area.

**Section 14. Bond.** The Employer will post a bond to secure the payment of wages and all of the contributions and payments required by this Agreement. The bond shall be in the amount of sixty-five thousand dollars (\$65,000.00) in order to secure the payment of wages and contributions and payments required by this Agreement and the deductions that have been authorized by the employee from wages paid to him.

Employer's bonding company shall be selected from an approved list as provided by the U.S. Federal Government Agency.

**ARTICLE IX**  
**Hours of Work, Overtime, Holidays, Shifts and**  
**Conditions of Employment For Construction,**  
**Installation and Service**

**Section 1. Hours.** Eight hours shall constitute a day's work between the hours of 8:00 a.m. and 4:30 p.m., Monday to Friday inclusive, with one-half hour for lunch, 12:00 o'clock noon to 12:30 p.m. This shall constitute the regular work day and week. However, when either party determines that conditions warrant, a job conference between Employer and Union may establish the regular working hours as any eight consecutive hours between 7:00 a.m. and 6:00 p.m., Monday to Friday inclusive. Four - ten (4-10 hr) hour work days may be worked in a work week at straight time with mutual consent of the Union.

**Section 2. Overtime and Holidays.** All work performed outside the normal work hours Monday to Friday inclusive, as established in Section 1, and all day Saturday will be paid at time and one-half the rate as established in Article VIII. (All work performed on Sundays, or any of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, will be paid for at the double time rate established in Article VIII of this Agreement. If any of these holidays fall on a Sunday, they will be celebrated on Monday; and if they fall on Saturday, they will be celebrated on Friday.) The Employer will provide a paid 20 minute supper period to all employees when they are required to work beyond the tenth hour. Employees shall be paid triple time after 24 hours of continuous employment.

**Section 3. Shift Time.**

- (1) **Standard Shift Hours:** Shift work may be performed at the option of the employer.

When a second and/or third shift is worked in addition to the normal day shift, the following schedule of

hours, absent prior notification to the contrary by the employer to the Union, shall apply.

- (a) First shift 8:00 a.m. to 4:30 p.m.
- (b) Second shift 4:30 p.m. to 12:30 a.m.
- (c) Third shift 12:30 a.m. to 8:00 a.m.

The second and third shifts shall be manned, with the exception of the foreman, from the unemployed list.

- (2) **Non-Standard Shift Hours:** It is expressly understood that a second shift only or a third shift only may be worked with permission of the Union, which shall not be unreasonably withheld. The company shall advise the Union in writing that working such non-standard shifts are necessary.

When one or two shifts are worked in the absence of the normal day shift, the following conditions shall apply:

- (a) If a single shift is worked outside of the normal day shift hours, the employer may assign current employees to the shift or hire employees from the unemployed list at his option.
  - (b) If two shifts are worked outside of the normal day shift hours, the employer may assign current employees to one of the shifts or hire employees from the unemployed list, at his option. The other shift will be manned from the unemployed list, but the employer may assign a current employee to be foreman of that shift.
- (3) **On Both Standard and Non-Standard Shifts,** the following conditions shall also apply:
    - (a) Employees working the standard second shift hours as outlined in sub section 1 above, shall work 7-1/2 hours and be paid eight (8) hours' pay with a premium of \$.25 per hour. Employees working the standard third shift hours as outlined in sub section 1 above shall work 7 hours and be

paid eight (8) hours pay with a premium of \$.50 per hour.

- (b) A 30-minute lunch period shall be mutually agreed upon and shall not be considered as time worked.
- (c) Requests for employees with special skills and former employees will be honored in accordance with Article VII, Section 4 (Referral of Men). The employer shall have the option of assigning current employees to any shift providing he replaces them with an equal number of men from the unemployed list.
- (d) Shifts may start on any day of the week at the applicable rate of pay, and no minimum number of days need be worked.
- (e) Work performed from Friday midnight to Sunday midnight shall be paid the gross overtime rate plus the shift premium times 1-1/2 or times 2, whichever is applicable.
- (f) Any shift provisions other than those outlined above must be agreed to at a pre-job conference in writing.

**Section 4. Temporary Maintenance and Operation.** For the purpose of this Agreement, standby time refers to the work of furnishing temporary maintenance and operation of all heating, cooling, and process piping systems installed by the Employer until the mechanical system is substantially complete, except when the system to be operated is accepted, in writing by the owner, authorized owner's representative, or the contractor responsible according to the specifications.

It is optional with the owner or contractor to provide temporary heat or cooling, and to decide the number of hours it shall be in operation.

It is recognized that all phases of this maintenance and operation as defined above is the work of the Union. The Union shall be notified when standby time is required.

When standby labor is performed, it shall be on a straight time basis, Monday through Sunday except on holidays previously listed, which shall be paid for at the negotiated overtime rate in this Agreement.

Standby time exceeding 40 hours per week shall be paid for at one and one-half times the hourly rate. Any employee who has worked his regular work day and who is required to perform standby time, shall be paid at the negotiated overtime rate as covered in Article VIII of this Agreement.

**Section 5. Conditions of Employment:** The following conditions of employment shall govern the work to be performed by employees for the Employer.

- (1) All Fittings are to be made up on the job site or in the shop except as otherwise provided for in this Agreement.
- (2) All tools used in the erection, construction and repair are to be furnished by the Employer, but journeymen pipe fitters and apprentices are required to furnish a six-foot rule and pliers.
  - (a) The Union undertakes that the employees covered by this Agreement will cooperate with the Employer and support all reasonable efforts to eliminate loss, waste of tools, and protective clothing. Such items will be protected properly, and collected and returned daily when no longer in use or needed, to tool boxes, shanties or other place of safe-keeping to be provided for by the Employer. The employer may keep a record of such items furnished to an employee to guard against loss or damage to his equipment, and the employee shall acknowledge receipt of same. Any carelessness or willful neglect shall be reported

promptly to the Employer and the Union for their consideration and action.

- (3) Journeymen pipe fitters and apprentices working for one Employer will not be allowed to work overtime for another Employer without permission of the Union. Every employee must notify the Union when changing jobs.
- (4) All pipe fitters and apprentices working on jobs where overtime work is involved must be given preference for the overtime work. All overtime work shall be agreed to by the Union, except in the case of emergencies when the Union shall be notified at the beginning of the *next work day*. A *non-working foreman shall not be permitted to work with the tools on overtime work when he is in charge of ten men or more*. Journeymen and *apprentices will not be sent home or deprived of overtime work in order to provide work at the overtime pay scales for non-working foremen, except that when four employees of fewer, including the foreman work overtime, the foreman will be permitted to work with the tools.*
- (5) Employees shall not be permitted to use their automobiles to carry tools or materials of the Employer without permission of the Union. There will be an allowance (based on the current IRS allowance) per mile for travel expense for any employee who is required to use his own personal automobile with the permission of the union to transport the Employer's material and/or tools, either to and from the shop or to and from the job. This allowance is for the operation of the employee's vehicle, and to cover the cost of insurance for the use of the employee's vehicle.
- (6) No limitation shall be placed upon the amount of work which an employee shall perform during the work day, nor shall there be any restrictions against the use of power driven machinery and other labor saving devices that comply with Approved Safety Standards.

- (7) Employees shall not be required to stop at a supply house or report to the shop, or be on the job before 8:00 a.m. or after 4:30 p.m. for the purpose of picking up or obtaining tools or material.
- (8) When employees are required to work outside the geographical jurisdiction of the Union at the Employer's request, the Employer is required to pay for room, board and transportation expense in addition to wages. All time properly employed in traveling shall be paid for on a straight time basis.
- (9) All piping, fixtures, appurtenances, equipment and materials used by journeymen pipe fitters and apprentices are to be unloaded and distributed on the job by the journeymen and apprentices.
- (10) With the exception of jobbing and service and the setting of sleeves and inserts, there shall be at least two (2) men on jobs but not necessarily working together.
- (11) All nipples seven inches and longer are to be cut on the job, or in the Employer's shop, by journeymen or apprentices.
- (12) All field measurements must be taken by a journeyman pipe fitter or apprentice and no pipe fitter or apprentice will be allowed to put up any work which has been measured by anyone other than a journeyman pipe fitter or apprentice.
- (13) Hangers, brackets and like items that are cataloged and manufactured by a responsible manufacturer, may be purchased. If the fabrication of special hangers, brackets and like items are beyond the normal scope of operations and/or expertise of the Employer, such items may be purchased, American made, if possible. All hanger rods shall be cut to size on the job site or in the Employers shop by members of Local No. 120.



**(14) Safety Man:**

- (a) When the Employer and the Union Business Representative observe that safety conditions necessitate, the welder or welders will be provided with either a journeyman or an apprentice pipe fitter who shall fabricate, look out for the welder's safety, and do other work pertaining to the scope of the welding operation. Shop men or auxiliary men are not to help welders on shop fabrication.
- (b) The Employer agrees to furnish a warm, dry place to change clothes and eat lunch. The Employer shall also provide adequate toilet facilities and drinking water for the use of its own employees regardless of what facilities may be provided by other subcontractors or the general contractor.
- (c) The Employer further agrees to furnish such protective clothing or equipment as required by the employee to perform the work covered under this Agreement, i.e., welding gloves, and when needed, leathers, raincoats, boots, safety shields.
- (d) It is agreed that on industrial installations, i.e., automotive, chemical, power generating and steel, where an employer has 26 or more employees, a pre-job conference shall be held. The following conditions should be discussed: Safety meetings, wash-up and toilet facilities, covered transportation when it is a 1/2 mile or more from the parking area to the job site, from the job site to the parking area during the lunch period, and the availability of a job site telephone.
- (e) The employee shall be responsible for the third negligent safety fine if it is the same violation within a year.

**(15) Injuries on the Job:** When an employee is injured in the shop or on the job the Union steward has the responsibility of taking charge of the employee to

insure that he is given first aid in the Employer's office, and if seriously injured taken to the hospital or to his home. The steward shall make a complete report to the Employer and the Union of the accident or injury to the employee. Both the steward and the employee will be paid for the time required to render the care. Neither the steward nor the injured worker will be paid beyond the end of the scheduled shift. If the injury appears serious, an emergency team will be called to render care and transportation if necessary.

- (16) Employees shall be allowed, without deduction of pay, a 15-minute coffee break at their work station between the hours of 8:00 a.m. and 12:00 o'clock noon, the time to be fixed by the foreman and job steward.
- (17) Every effort will be made by the Employer to provide adequate parking facilities for the automobiles of the employees. If free parking space is not available the Employer will pay not in excess of \$5.00 per day as a maximum parking fee for vehicles of employees parked in the area bounded on the west by the Cuyahoga river and on the east by the Cleveland City Line, bounded on the south by Cedar Road and on the north by Lake Erie. Validated parking receipts must be presented in order to obtain reimbursement.

## **ARTICLE X**

### **Service Work**

**Section 1.** Service work is defined as the Mechanical Service and Maintenance work normally performed by contractors, either by contracts or an emergency call basis, who are equipped to handle all work relating to evacuation, charging, start-up, inspection, operating, maintenance and service calls necessary to keep a mechanical system and controls of a refrigeration, air conditioning, heating and/or ventilation or any other newly installed, remodeled, revamped or redesigned mechanical system in operational order. Service and maintenance shall include, but not be limited to, all the maintaining, cleaning, adjusting, repairing,

overhauling, starting and balancing of any system or component part thereof, regardless of size or location, including all other service and maintenance work assigned to the Employer by the customer.

**Section 2. Classification of Employees.** Service work is broken down into two classifications. The first is classification (A) "Existing Service Program", which covers "A" Journeymen, "B" Journeymen, and "B" Trainees, all of whom were in the program prior to May 1, 1997. The second classification is (B) "New Market Program", which covers "A" Servicemen, HVAC/R Servicemen, and HVAC/R Trainees, all of whom entered the program after May 1, 1997.

**(A) Classification (A) -- "Existing Service Program." "A" Journeymen, "B" Journeymen, and "B" Trainees (In program prior to May 1, 1997)**

- (a) "A" Refrigeration Service Journeyman. A Class "A" Refrigeration Service Journeyman is a refrigeration and air conditioning mechanic who has been actually engaged in learning and working in the trade of installing and servicing refrigeration and air conditioning equipment for a period of five years or more and/or has proven his ability through the Employer and the examining board of the Union composed of refrigeration journeymen, to perform any and all mechanical work relating to the installation, construction, repairing or servicing of any and all refrigeration and air conditioning equipment.
- (b) Refrigeration Service Apprentice. (See Article VIII.)
- (c) "B" Refrigeration Service Journeyman. Must be skilled craftsmen in their trade, and have a minimum of five years actual, practical working experience in the Mechanical Equipment Service and Maintenance Industry. He shall be required to

pass a satisfactory examination to attest to his skills. He shall be allowed to service the following:

I.

- (a) All portable dehumidifiers.
- (b) Self contained humidifiers up to 30 lbs. per hour.
- (c) Window air conditioning units.
- (d) All heating and air conditioning systems for residential use.
- (e) Refrigeration systems up to 20 tons.
- (f) Built-up air conditioning systems up to 30 tons.
- (g) Package or self-contained air conditioning units up to 50 tons.
- (h) Heating equipment up to a capacity of 1,000,000 BTU's.
- (i) Preventive maintenance on all equipment listed above.
- (j) All work listed for a maintenance tradesman.
- (k) Can assist "A" Refrigeration Service Journeyman.
- (l) All controls when such controls are in conjunction with equipment which falls within the confines of the tonnage restrictions contained in this agreement.
- (m) In an area where a problem exists with non-union competition the assignment of "B" Refrigeration Service Journeyman duties may be adjusted to meet the competition, with mutual consent of the Union.

The "B" Refrigeration Service Journeyman may perform unrestricted or unlimited service work in supermarkets, regardless of size or tonnage involved on the condition that the total number of "B" Refrigeration Service Journeyman hours worked does not exceed one-third of the "A" Refrigeration Service Journeyman hours worked. He shall also be allowed to do the following installation work:

II.

- (a) All residential humidifiers and dehumidifiers.
- (b) All window type units.
- (c) All residential heating and cooling systems, excluding steam and hot water.
- (d) All refrigeration systems up to 20 tons.
- (e) Split air conditioning systems up to 50 tons.
- (f) Package or self-contained air conditioning units up to 50 tons.
- (g) In an area where a problem exists with non-union competition the assignment of "B" Refrigeration Service Journeyman duties may be adjusted to meet the competition, with mutual consent of the Union.

The "B" Refrigeration Service Journeyman is not permitted to do installation as described in "d", "e", and "f" above while a building is under construction, or when any other building trade is involved on the job site, with the following exceptions:

III.

- (1) Work on retail supermarkets over 9,000 sq.ft. of sales area:
  - (a) Two man job only - the "B" Refrigeration Service Journeyman is permitted to work with an "A" Refrigeration Service Journeyman.
  - (b) Three man jobs and larger - The "B" Refrigeration Service Journeyman is permitted to work in a ratio of one "B" Refrigeration Service Journeyman for every two "A" Refrigeration Service Journeymen.
- (2) Work on Convenience-type stores (stores under 9,000 square feet of sales area) - A ratio of one "B" Refrigeration Service Journeyman to one "A" Refrigeration Service Journeyman shall apply.
- (3) Beverage dispensing system - "B" Refrigeration Service Journeyman may install, but if a second man is needed, it will be an "A" Refrigeration Service Journeyman, and a ratio of one "B" Refrigeration Service Journeyman to one "A" Refrigeration Service Journeyman shall apply if additional employees are required.
- (4) "B" Refrigeration Service Journeyman may install by himself pre-piped and

wired self-contained refrigeration equipment, such as, but not limited to, ice makers, water coolers and reach in coolers.

- (5) Tonnage requirements in "d", "e" and "f" (installation) shall not apply whenever the above stipulations and ratios are observed.
  - (6) Any prospective "B" Refrigeration Service Journeyman hired who is not in the program at the time of hire, must be hired as a 5th year "B" Trainee and fulfill those requirements before advancing to a "B" Refrigeration Service Journeyman.
- (d) "B" Refrigeration Service Trainee. Shall be under the direction of a journeyman serviceman. They may assist journeyman servicemen on service repairs.

A fourth, and fifth year "B" Refrigeration Service Trainee may perform all work listed in Service Work Section 2(c) by himself if he has the ability to do so, with Union approval.

In an area where a problem exists with non-Union competition, "B" Refrigeration Service Trainees' duties may be adjusted to meet the competition, with the mutual consent and approval of the Union, which consent and approval shall not be unreasonably withheld.

If a "B" Refrigeration Service Trainee is hired who is not in the program at the time of hiring, the Trainee must start in the first, third or fifth year of the Trainee Program.

**(B) Classification (B) -- "New Market Program" "A" Serviceman, HVAC/R Serviceman & HVAC/R Trainees (In program after May 1, 1997):**

- (a) "A" Serviceman. This class "A Serviceman" is one who has entered the program after May 1, 1997, and has progressed through the HVAC/R Serviceman program and has met and passed all of the experience, training and testing requirements listed in Article X, Section 3.

The "A" Serviceman's work is limited to all work described in the "A" and "B" journeyman class listed in Article X, Section 2, Subsection (A), paragraphs (a) and (c), excluding: repair of centrifugal, absorption, open-drive screw chillers and ammonia refrigeration systems.

- (b) HVAC/R Serviceman. This class HVAC/R Serviceman is one who has entered the program after May 1, 1997, and has progressed through the five-year HVAC/R Trainee program and has met and passed all of the experience, training, and testing requirements listed in Article X, Section 3, to advance to this HVAC/R Serviceman's class. This HVAC/R Serviceman's program is a minimum of four years in length and advancement to the next year's pay level is dependent upon meeting the minimum annual requirements listed in Article X, Section 3.

The HVAC/R Serviceman may perform the same work as the "B" Journeyman listed in Article X, Section 2, Subsection (A), Paragraph (c).

- (c) HVAC/R Trainee. This HVAC/R Trainee is one who has entered the program after May 1, 1997. This Trainee must be received as a member of Pipe Fitters Local No. 120 and the United Association. He will participate in a formal training program which will be a minimum of five years in length and will be administered by a Joint Labor and Management Board.



The HVAC/R Trainee may perform the same work as the "B" Trainee as listed in Article X, Section 2, Subsection A, Paragraph (d).

**Section 3. Procedures for Advancement.** There shall be established a Joint Labor and Management Committee comprised of three Union and three Contractor Members who are signatory to this Agreement and actively engaged in Mechanical Equipment Service in the area. Other than for rates of pay set forth elsewhere in this agreement, it shall be the responsibility of this Committee to adopt procedures and requirements for selection, placement, training, advancement and all other matters relative to the training of "B" Refrigeration Service Trainees, and "B" Refrigeration Service Journeymen, as well as "A" Servicemen, HVAC/R Serviceman and HVAC/R Trainees covered under this Agreement, in accordance with all applicable federal and state laws. Any "A" Refrigeration Service Journeyman may, at his option, avail himself of training provided by the Committee.

**(A) Classification (A) -- "Existing Service Program.", "A" Journeymen, "B" Journeymen, and "B" Trainees (In program prior to May 1, 1997):**

- (a) "A" Refrigeration Service Apprentice. Governed by the Joint Apprenticeship Committee.
- (b) "B" Refrigeration Service Journeyman to "A" Refrigeration Service Journeyman.
  - (1) He shall first have acquired sufficient experience in the service field.
  - (2) He shall have accumulated at least 600 hours of accredited classroom training in this classification.
  - (3) He must have a minimum of four (4) years experience as a "B" Refrigeration Service Journeyman.

- (4) He shall pass a written examination administered and approved by the Union.
- (c) "B" Refrigeration Service Trainee to "B" Refrigeration Service Journeyman.
  - (1) He shall have first acquired sufficient experience in the service field.
  - (2) He shall have accumulated at least 500 hours of accredited classroom training.
  - (3) He must have a minimum five (5) years experience in the industry.
  - (4) He shall pass a written examination administered and approved by the Union.

Before a decision on upgrading is made, in (b) and (c) above, the Employer shall be given the opportunity to submit a written recommendation to the Union.

**(B) Classification (B) – "New Market Program." "A" Servicemen, HVAC/R Servicemen, and HVAC/R Trainees. (In program after May 1, 1997):**

- (a) "A" Serviceman to "A" Journeyman.
  1. He shall have accumulated at least 100 hours of accredited classroom training in the "A" Serviceman's classification with a minimum of 100 hours during the twelve months prior to taking the test. The classroom training program shall be prescribed by the Joint Labor and Management committee.
  2. He shall have accumulated at least 1,750 hours worked in the field in the "A" Serviceman classification with a minimum of 1,750 hours during the 12 months prior to taking the test.
  3. He shall pass a written examination prepared by the Joint Labor and Management

Committee and administered by the Union, with prior notice sent to the Employer.

4. He shall obtain the approval of both the chairman of the Joint Labor and Management Committee and the employer.

(b) HVAC/R Serviceman to "A" Serviceman. HVAC/R Serviceman desiring to advance to "A" Serviceman status must comply with the following procedure over a minimum of four (4) years:

1. He shall have accumulated at least 400 hours of accredited classroom training in the HVAC/R classification (100 hours minimum each year). The classroom training program shall be as prescribed by the Joint Labor and Management Committee.
2. He shall have accumulated at least 7,000 hours worked in the field in the HVAC/R Serviceman classification (1,750 hours minimum each year).
3. He shall have a minimum of four (4) years experience in the HVAC/R classification.
4. He shall pass a written examination prepared by the Joint Labor and Management Committee and administered by the Union with prior notice sent to the employer.

Note: Existing "B" Journeymen will not be laid off in favor of HVAC/R Servicemen under this "New Market Program" subject to review by the Joint Labor and Management Committee.

(c) HVAC/R Trainee to HVAC/R Serviceman. An HVAC/R Trainee advancing to the HVAC/R Serviceman status must comply with the following procedure over a minimum of five (5) years:

1. HVAC/R Trainees must comply and be received as members of Local No. 120 and the United Association, and be covered by a program to be administered by the Joint Labor and Management Committee.
2. He shall have accumulated at least 500 hours of accredited classroom training in the HVAC/R Trainee classification (100 hours minimum each year).
3. He shall have accumulated 8,750 hours worked in the field in the HVAC/R Trainee classification (1,750 hours minimum each year).
4. He shall have a minimum of five (5) years experience in the HVAC/R Trainee classification.
5. He shall pass a written examination prepared by the Joint Labor and Management Committee and administered by the Union with prior notice sent to the employer.

**Note:** Existing "B" Trainees will not be laid off in favor of HVAC/R Trainees under the "New Market Program" subject to the review of the Joint Labor and Management Committee.

Trainees otherwise meeting the requirement of advancement may not advance if agreed upon by the Joint Labor and Management Committee. Trainees otherwise meeting the requirement for advancement that are requested not to advance by the contractor may appeal to the Joint Labor and Management Committee.

**Section 4. Ratios.** Servicemen may be employed according to the following ratio for the old and new service categories:

Four (4) "A" Refrigeration Service Journeymen for one (1) "B" Refrigeration Journeymen.

Three (3) "B" Refrigeration Service Journeymen for one (1) "B" Refrigeration Service Trainee.

**Apprentice - As set by the Apprentices Board.**

In an area where a problem exists with unorganized or non-union competition, the ratios may be adjusted with mutual consent of the Employer and the Union.

**Section 5. Stand-By**

- (a) An employee required to stand-by after regular work hours established, Monday through Sunday for purposes of providing continuous service to customers, shall receive three (3) hours' pay at the gross straight time hourly rate even though no work is performed. Hours actually worked during the stand-by period shall be set off against this allowance and shall be known as a work off.
- (b) Stand-by will be equally distributed among all servicemen in the shop, and inability to stand-by for just cause will not be cause for disciplinary action.

**Section 6. Hours of Work-Service Work Only.** The maximum working hours per day at straight time for service work only shall be any eight consecutive hours between 7:00 a.m. and 6:30 p.m., Monday to Friday inclusive. (See Article IX for overtime hours and conditions.)

**Section 7. Shift time and shift hours** are as outlined in Article IX.

**Section 8. Operational Shift Conditions.** For plants, complex and/or projects, a four-cycle shift system may be operated when work is performed on a seven (7) day continuing basis. The names of those men employed on

operational shifts will be published, showing shift rotation and the working shift or the day off for each man, for a period of at least three (3) months.

The hourly rate on the first shift shall be the negotiated hourly rate. The hourly rate on the second shift shall be \$.25 cents per hour over and above the gross hourly rate.

The hourly rate on the third shift shall be \$.50 cents per hour over and above the gross hourly rate.

The standard work day under operational shift working conditions shall be eight (8) hours of continuous employment, including a one-half (1/2) hour paid lunch period. Forty (40) hours per week shall constitute a week's work. All time worked in excess of eight (8) hours per day and all time worked on one of the two scheduled off days shall be paid for at the rate of time and one-half.

**Section 9. Reporting Pay.** (See Article VIII Section 9.)

**Section 10. Safety.** It shall not be deemed to be a violation of this Agreement, nor will it be a cause for termination, lay-off or disciplinary action for any employee to refuse to service any rooftop unit under unsafe or dangerous conditions provided, however, such employee must first consult with the Employer concerning the condition that the employee asserts are unsafe or dangerous. In any event, if the Employer makes arrangements for another person to be present or the employee is able to make such an arrangement, then the service work shall proceed to be performed.

**Section 11. Wages (refer to official wage and fringe sheets)**

**(A) Classification (A) -- "Existing Service Program." "A" Journeymen, "B" Journeymen, and "B" Trainees:**

- (a) "A" Refrigeration Service Journeymen. (See Article VIII.)
- (b) "A" Refrigeration Service Apprentices. (See Article VIII)

- (c) "B" Refrigeration Service Journeymen entering the program prior to May 1, 1997). The following scale shall apply (applicable fringes to be deducted from the gross rate plus MCI, Local Training Fund and International Training Fund contributions):

1st year - 64% of "A" Journeyman	
Gross Rate . . . . .	\$23.95
2nd year - 66% of "A" Journeyman	
Gross Rate . . . . .	24.70
3rd year - 68% of "A" Journeyman	
Gross Rate . . . . .	25.45
4th year - 72% of "A" Journeyman	
Gross Rate . . . . .	26.94

- (d) "B" Refrigeration Service Trainee entering the program prior to May 1, 1997. The following gross rates for years two to five include a \$.40 contribution to the Annuity Fund but must add MCI and Local Training Fund and International Training Fund contributions. Also, add \$1.25 per hour for health insurance for all trainees.

1st year - 25% of "A" Journeyman	
Gross Rate . . . . .	\$9.36
2nd year - 30% of A Journeyman	
Gross Rate . . . . .	11.23
3rd year - 37% of "A" Journeyman	
Gross Rate . . . . .	13.85
4th year - 42% of "A" Journeyman	
Gross Rate . . . . .	15.72
5th year - 46% of "A" Journeyman	
Gross Rate . . . . .	17.21

**(B) Classification (B) -- "New Market Program." "A" Servicemen, HVAC/R Servicemen and HVAC/R Trainees:**

- (a) HVAC/R Servicemen entering the program after May 1, 1997. Applicable fringes to be deducted from the

following gross rate, plus MCI, Local Training Fund and International Training Fund contributions.

1st year - 59.7% of "A" Journeyman

Gross Rate . . . . . \$22.34

2nd year - 63.8% of "A" Journeyman

Gross Rate . . . . . 23.87

3rd year - 68.4% of "A" Journeyman

Gross Rate . . . . . 25.60

4th year - 73.4% of "A" Journeyman

Gross Rate . . . . . 27.47

"A" Serviceman - 87.3% of "A" Journeyman

Gross Rate . . . . . 32.67

- (b) HVAC/R Trainees entering the program after May 1, 1997. The following gross rates for years two to five include a \$.40 employer contribution to the Annuity Fund, but must add MCI, Local Training Fund, and International Training Fund contributions. Also, add \$1.25 per hour for health insurance for all trainees.

1st year - 25% of "A" Journeyman

Gross Rate . . . . . \$9.36

2nd year - 26.2% of "A" Journeyman

Gross Rate . . . . . 9.80

3rd year - 28.4% of "A" Journeyman

Gross Rate . . . . . 10.63

4th year - 30.7% of "A" Journeyman

Gross Rate . . . . . 11.49

5th year - 33.3% of "A" Journeyman

Gross Rate . . . . . 12.46

- (C) **Payment of Wages.** Employees regularly engaged in service work may be paid by mail providing they receive their check on their regular payday.

All other stipulations contained in Article VIII concerning payment of wages apply to this section



also, except that if the Employer has a company rule regarding turning in time sheets and other necessary paperwork, and the employee fails to comply with those' rules, the waiting time penalty provisions contained in Article VIII, Sec. 8 shall not be applicable.

**Section 12. Time Clocks.** Employee members will not be required to punch a time clock unless the Employer's customer requires it.

**Section 13. Uniforms, Dress Code and Safety.** When special uniforms are required by the Employer, the Employer shall supply such uniforms. The employee shall wear such uniforms. Such uniforms are the property of the Employer and must be returned, immediately, to him by the employees when they quit their jobs, are laid off, or when new uniforms are issued to replace old ones. The employee shall keep himself in a neat, clean and safe condition.

The employee may supply and attach a Pipe Fitters No. 120 decal to the uniform. This decal to be approved by the Joint Conference Committee.

The Employer further agrees to furnish such protective clothing or equipment as required by the employees to perform the work covered under this Agreement.

**Section 14. Tools and Trucks.** Employee's tools shall include, but not be limited to, sockets, wrenches, screwdrivers, drills, taps, etc., as listed in the appendix. Pipe threading and pipe cutting tools, vices, welding torches, power tools and instruments for measuring temperatures, pressure, air velocities, voltage, amperages, etc., shall not be deemed hand tools and shall be furnished by the Employer. Tools supplied by the employee, which are broken or damaged or stolen, shall be repaired or replaced by the Employer. Employees shall be responsible for tools, equipment, vehicles, instruments, etc., supplied by the Employer, provided mutual security arrangements are made in the form of locked tool boxes, etc. All tool

replacements are to be of American manufacturer or equivalent, if possible.

Employees doing service work will initially furnish their own hand tools of American Manufacturer. "B" Refrigeration Service Trainees shall not be expected to acquire tools on the recommended tool list until their third (3rd) year.

The Employer shall provide the Employees with a company vehicle when required. The employee is to keep the vehicle in a neat, clean and safe condition. Vehicles will be locked when unattended. If a company vehicle being used by an employee fails to operate or function properly away from home, the employee is to be paid for time spent with the vehicle. Upon quitting or termination, the employee shall immediately return the vehicle, tools, supplies and uniforms belonging to the Employer. Vehicles will be used only for Employers business and to and from the job or shop.

Employees shall not be permitted to use their automobiles to carry tools or materials of the Employer without permission of the Union. There will be an allowance per mile (based on the current IRS allowance) for travel expense for any employee who is required to use his own personal automobile, with the permission of the Union, to transport the Employer's material and/or tools, either to and from the shop or to and from the job. It is the intent of this paragraph that the Employer shall provide the employees with a company vehicle. The Employer will also be required to pay for all necessary parking fees involved for either the Employer's vehicle or the employee's own personal automobile as contained in this Section.

Employees referred to jobs shall report to a location designated by the Employer. When required to stay away from home overnight the men shall be reimbursed for meals and lodging at reasonable rates which, when not previously established, will be substantiated by receipts.

All travel time, in excess of reasonable commuting time, before and after an employee's normal work hours shall be paid for at straight time, and such travel shall not be considered hours worked, and the pay therefore shall not be considered as pay for hours worked.

**Section 15. Vacation.** Employees shall be required to take vacations. While on vacation an employee will be replaced by a qualified journeyman supplied in accordance with the provisions of Article VII of this Agreement. The Union will not enforce this paragraph during the peak season of June, July and August for Service Employees.

**Section 16. Insurance.** The Employer shall provide the insurance protection set forth in Article XVI plus:

- (a) Protection or replacement covering the theft of the employee's personal hand tools on record with either the Employer or insurance carrier.
- (b) Hospitalization insurance for "B" Refrigeration Service Trainees will continue until eligible for Union Plan.

**Section 17. Recommended Mechanic's Service Tool List.**

- 1 - Tool Box
- 1 - Set Allen Wrenches
- 1 - Set Open End Wrenches, ¼" thru 1-¼"
- 1 - Set Box Wrenches, 3/8" thru 1"
- 1 - Each-Crescent Wrenches, 6", 8", 10", 12"
- 1 - Service Ratchet Wrench Set ¼" square opening thru 3/8"
- 1 - Expansion Valve Wrench
- 1 - Set Flare Nut Wrenches
- 1 - ¼" Drive Socket Set Complete - 1/8" thru 7/16"
- 1 - 3/8" Drive Socket Set Complete - 3/8" thru 7/8"
- 1 - Set 3/8" Drive Deep Sockets - 3/8" thru 7/8"

- 1 - 1/2" Drive Socket Set – 1/2" thru 1"
- 1 - Each-Screwdriver, 1-1/2" Slotted thru 8"
- 1 – Screwdriver – 1 1/2"Phillips #2
- 1 – Screwdriver - 3" Phillips #1
- 1 – Screwdriver - 4" Phillips #2
- 1 - Screwdriver-Offset Slotted
- 1 - Screwdriver-Offset Phillips
- 1 - 6" Needle Nose Pliers
- 3 - Pocket Thermometers
- 1 - Set-Screw Extractors
- 2 - Jumper Cords with Alligator Clips
- 1 - Wire Stripper
- 1 - Snap Ring Pliers
- 1 - 5" Calipers
- 1 - 6" Combination Pliers
- 1 - Vice Grip Pliers
- 1 - 7" Lineman Pliers with Side Cutter
- 1 - Stakon Pliers
- 1 - #1 Ball Peen Hammer, 1-1/4#
- 1 - #4 Ball Peen Hammer, 2#
- 1 - Rubber Hammer
- 1 - Hack Saw Frame-10"
- 1 - Each-Tin Snips-Aviation Type Straight, Left, Right
- 1 - Flare Block and Yoke-1/4" thru 5/8"
- 1 - 10" Round File, Second Cut
- 1 - 10" Flat File, Second Cut
- 1 - 6' Folding Rule
- 1 - Steel Tape, 25'

- 1 - 2 Cell Flashlight
- 1 - ½ x 6 Cold Chisel
- 1 - ¼ x 5 Cold Chisel
- 1 - Each-Pin Punch 1/16" thru ¼"
- 1 - Center Punch
- 1 - Tube Cutter 1/8" thru 1-1/8"
- 1 - Tube Cutter-Imp.
- 1 - Fuse Puller
- 1 - Pocket Knife
- 1 - Grease Gun
- 1 - Oil Can
- 1 - Pop Rivet Gun
- 1 - Channel Lock Pliers-10"
- 1 - Inspection Mirror
- 1 - Telescopic Magnet
- 1 - Scratch Awl
- 1 - 3" Wheel Puller
- 1 - Complete pressure gauge set with 36" hoses

**Section 18.** All Provisions of this agreement apply to this Article unless specifically modified as herein set forth.

## **ARTICLE XI Sprinkler Work**

**Section 1. Trade or Work Jurisdiction.** The work of the journeyman and apprentice shall consist of the installation, service, repair, inspection, and testing of all fire protection, fire prevention, fire equipment, fire control, and fire detection systems beginning at the point in the distribution system used exclusively for the prevention and control of fire. Including:

- (a) Backflow devices, underground water mains, fire hydrants, hose connections, and wet and dry standpipes connected to an integrated (normally overhead) piping system.
- (b) Handling and unloading, by hand or power equipment, all piping, tubing, appurtenances, tools, fabrication, material, and equipment pertaining thereto.
- (c) All tanks, reservoirs, pumps, hose cabinets, hose racks, siamese connections, sprinkler tank heaters, air lines, and thermal systems used in connection with automatic sprinkler and alarm systems.
- (d) CO<sub>2</sub>, Cardox, Dry Chemical, Foam, Halon, and all other fire protection systems.

**Section 2. Fabrication and Welding.** Employees covered by this Agreement shall install any piping without objection or interruption, as long as it has been fabricated according to terms and conditions comparable to the National Minimum Standard Agreement for a commercial sprinkler pipe fabrication shop.

It is understood and agreed by the Employer that the making of screwed fittings on threaded pipe shall be limited to one (1) screwed fitting made permanently tight in the factory for shipment to the jobsite. Spool pieces, feed main nipples, risers, and pipe and fittings that must be hot dipped may be fabricated in the shop. Shop welded fabrication and all field welding work within the geographical jurisdiction of the Union will be performed by journeymen and apprentices covered by this Agreement.

**Section 3. Sprinkler Inspections.** All work related to inspections (operating valves, adjustments, repair, maintenance, etc.) will be performed by employees covered by this Agreement. It is understood that observing or visually examining an existing fire protection system may not constitute the work of bargaining unit employees.

## **ARTICLE XII**

### **Union Representation and Access to Job**

**Section 1.** Authorized representatives of the Union shall have access to jobs where employees covered by the Agreement are employed, provided they do not interfere with the employees or cause them to neglect their work, and further provided that Union representatives comply with customer rules, and do not violate the contract of the Employer, owner, or their agents.

**Section 2. Steward's Clause.** A steward shall be a working journeyman appointed by the Business Manager who shall, in addition to his work as a journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other times (it being understood and agreed that the steward's duties shall not include any matter relating to referral, hiring and termination). The Union agrees that such duties shall be performed as expeditiously as possible, and the Employer agrees to allow the steward a reasonable amount of time for the performance of such duties. All shops will have a shop steward and all jobs that will require five (5) or more pipe fitters or when deemed necessary shall have a job steward, who shall be a working journeyman appointed by the Business Manager. The steward will be the last non-supervising employee laid off, provided that he is qualified to do the work required at his craft at each succeeding stage of the construction process. If a project is shut down for any reason and work is resumed, the steward shall be called back if available.

## **ARTICLE XIII**

### **Subcontracting**

This Agreement is binding on subcontractors relating to the subcontracting of work to be done at the site of construction, alteration or repair of a building, structure, or other work, while working for the Employer upon whom this Agreement is binding. Any Employer subletting any such

work must do so in accordance with the terms of this Agreement.

#### **ARTICLE XIV Welding Test**

Whenever a welding test is required by the Employer, it is agreed that the employee while taking such test shall be in the employ of the Employer.

Tests are to be conducted at the convenience of the Employer. When the tests are under procedures of the National Certified Pipe Welding Bureau on mild steel pipe, the employees are to be paid a maximum of four hours at the applicable hourly rate. When tests are conducted according to other approved testing procedures the employees shall be paid for the full time required to perform these tests at the applicable hourly rate.

When a welder is taking a certification test at the job site and safety conditions necessitate, a helper shall be provided for the welder's personal safety.

#### **ARTICLE XV**

##### **Joint Conference Committee - Grievance Procedure**

**Section 1.** There shall be a Joint Conference Committee consisting of five members appointed by the Employer, and five members appointed by the Union for the purpose of administering this Agreement. The Joint Conference Committee shall elect a Chairman and Secretary and may establish necessary rules and regulations not conflicting with the organic law of either party or with this Agreement.

**Section 2.** Should any disagreement arise in the interpretation of this Agreement each party is obligated to attempt an immediate adjustment on the job site between the responsible Business Representative and the Employer involved. The Business Representative and the Employer's representative shall have 48 hours to settle the dispute, failing which either party may report the unresolved dispute within the next 24 hours, Saturdays and Sundays excluded,



to the Chairman or Secretary of the Joint Conference Committee. Unless otherwise agreed to, the Committee shall proceed within 48 hours after written notice from either the Chairman or Secretary, stating the object for which the meeting is called to consider the dispute referred to it. Written notice may be waived. Six members shall constitute a quorum provided there are three representatives of the Employer and three representatives of the Union. Neither side shall cast more ballots than the other. A decision shall require a majority vote.

**Section 3.** If the Committee is unable to resolve the dispute either side may submit the unresolved dispute to arbitration no later than ten days from the date the Committee has indicated its inability to resolve the dispute.

If the parties are unable to agree upon an arbitrator within a period of five days either side may request the American Arbitration Association to submit a list of seven arbitrators to each of the parties, from which list the parties will select a sole, qualified arbitrator. Within five days after receipt of such list the parties shall select the arbitrator, and proceeding by lot shall alternately strike names from the list of arbitrators until but one name remains. The name of the person last remaining shall be deemed acceptable to both the Employer and Union and shall serve as the arbitrator to hear and decide the dispute which has been certified to him, it being understood that no arbitrator shall have any authority or jurisdiction to add to, detract from, or in any way alter the provisions of this Agreement.

**Section 4.** The arbitrator shall decide the grievance or dispute in writing and deliver a copy to each party within thirty days from the close of the arbitration hearing. The fees and expenses of the arbitrator and any technical assistance required by the arbitrator and all the costs of the hearing shall be divided equally between the parties.

**Section 5.** Pending the conclusion of the foregoing procedure for settlement of disputes, there shall be no stoppage of work, and should work be stopped by either

party, the officers of each party agree to immediately direct the resumption of the work. Each party agrees to carry out any decision or finding so made. The decision of the arbitrator shall be final and binding upon all parties to this Agreement.

**Section 6.** The foregoing procedure shall apply to any dispute or disagreement arising between the parties except jurisdictional dispute. For the purpose of this Agreement a jurisdictional dispute is defined as a dispute arising on the job site between Mechanical Trades affiliated with the American Federation of Labor-Congress of Industrial Organizations, and employed or working for an Employer bound by this Agreement, concerning the assignment of work to be performed on the job site and over which the Employer has control.

**Section 7.** When a jurisdictional dispute arises or when the Employer anticipates that a jurisdictional dispute may arise prior to the commencement of the job, he shall notify the Secretaries of each local union involved to arrange a meeting between the Business Representatives of the Union and Business Representatives of any other local union involved, to determine which journeymen shall perform the work in dispute.

**Section 8.** The Joint Conference Committee shall have the right to summon any member, or members, of either party hereto against whom complaint is lodged, for breaching this Agreement, or to appear as witness in any proceeding hereunder.

**Section 9.** The present jurisdictional agreement and written interpretations rendered by the United Association or arbitrator now in effect between the Union and Local No. 55 of the United Association, are recognized by the parties hereto and shall be continued as a condition of this Agreement.

**Section 10.** Nothing contained in this Article shall apply to any controversy or dispute arising out of the Notice of Change, modifications, or termination of this Agreement.

## **ARTICLE XVI**

### **Joint Apprentices Agreement**

**Section 1.** There is in existence pursuant to the Agreement between Employer and the Union, a Joint Apprenticeship Plan for the purpose of training a sufficient number of skilled mechanics in the industry. The necessity for the employment of apprentices is hereby recognized.

**Section 2.** Other than for rates of pay set forth in this Agreement, the details of administration of the Joint Apprenticeship Plan and the employment and proper training of apprentices shall be entrusted to the Joint Apprenticeship Committee, which Committee shall have complete and final control of all apprentices registered with it in accordance with that plan and all applicable federal and state law.

## **ARTICLE XVII**

### **Insurance**

The Employer shall provide the insurance protection set forth below, for employees regardless of number, and furnish evidence within ten days of such coverage:

- (a) Workers Compensation Insurance under the Workers Compensation Act of the State of Ohio or of any other state in which employees may be employed.
- (b) Unemployment Compensation coverage under Ohio and Federal Unemployment Compensation Acts.
- (c) Insurance protecting personal clothing of the employees on the job against loss caused by fire or theft by forcible entry to a maximum of \$125.00 for each employee.

## **ARTICLE XVIII**

### **Miscellaneous**

**Section 1.** *Work coming within the jurisdiction of the Union not covered by this Agreement but contracted for by Employers who are parties to this Agreement, shall be governed by the terms and conditions of agreements covering the specific class of work.*

**Section 2.** It shall not be construed as a violation of this Agreement for members of the Union or employees represented by it to voluntarily refuse to enter upon the premises of any Employer if the employees of such Employer are engaged in a strike, regardless of whether or not a picket line has been established at the premises.

**Section 3. Picnic.** One day in the month of July of each year will be designated at least 30 days in advance by the Union as Pipe Fitters Picnic Day. Any Employee of an Employer may take the day off to celebrate Pipe Fitters Picnic Day without penalty and without pay. In the event that an Employer works a project on Picnic Day, he shall *not be penalized for violation of this Agreement because of the absence of employees to attend the Picnic.*

**Section 4. Responsibility.** The Union will cooperate with the Employer and support reasonable efforts to improve the quality of workmanship, individually and collectively, improve production and standards, eliminate waste in production, conserve material and supplies, prevent accidents, and in the introduction of improved methods and techniques. When the Employer and the Business Representatives of the Union jointly agree that faulty, mistaken or unacceptable work, clearly the fault of the journeyman has been installed by the journeyman, it shall be corrected by the journeyman responsible without cost to the Employer.

## **ARTICLE XIX**

### **Savings Clause**

If any Article or provision of this Agreement shall be held invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or 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 agreement in its place an Article or provision which shall meet the objections to its validity and which will be in accord with the intent and purpose 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 provisions to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable, shall not be affected thereby.

## **ARTICLE XX**

### **Duration and Termination**

This Agreement shall be effect from date of execution to the 30th day of April, 2004, and from year to year thereafter, unless notice of termination or modification is given in writing by either party to the other party sixty days prior to each anniversary date.

## **ARTICLE XXI**

### **Amendment by Mutual Agreement**

This Agreement may be amended at any time during its term by mutual agreement upon appropriate notice from one party to the other.

IN WITNESS WHEREOF, we, the undersigned authorized representatives of the Employer and the Union, hereunto affix our hands as such representative for and on behalf of

said Employer and Union, its officers, agents, and members at Cleveland, Ohio, 1<sup>st</sup> day of May, 2000.

*For the Association:*

RICHARD R. HOFFMAN  
STACY R. FELDMAN  
TIMOTHY M. LAVELLE  
WM. N. NEIHEISER  
G.W. SPOHN, III  
RONALD VRANICH

*For the Union:*

MICHAEL J. MORGAN  
RONALD W. DACHTLER  
EDWARD J. GALLAGHER  
TERENCE M. McCAFFERTY  
KENNETH J. QUIGGLE  
BILL SCANLON  
DAN BROWN

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Contractor's Signature

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Date

## **APPENDIX TO AGREEMENT**

The following is the jurisdiction of work claimed by the Union pursuant to Article III:

1. All piping for plumbing, water, waste, floor drains, drain gates supply, leader, soil pipe, grease traps, sewage and vent lines.
2. All piping for water filters, water softeners, water meters and the setting of same.
3. All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above-mentioned equipment.
4. All water services from mains to 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 and drainage areas soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc.
7. All liquid soap piping, liquid soap tanks, soap valves, equipment in bath and washrooms, shower stalls, etc.
8. All bathrooms, toilet room and shower room accessories, e.g., 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. The operation, maintenance, repairing, servicing, inspecting, dismantling, testing, flushing, filling, and draining of all fire protection systems.
13. All block tin coils, carbonic gas piping, for soda fountains and bars, etc.
14. All piping for railing work, and racks of every description, whether screwed or welded.
15. All piping for pneumatic vacuum cleaning systems of every description.
16. All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil or gas, used in connection with railway cars, railway motor cars, and railway locomotives.
17. All marine piping, and all piping used in connection with ship building and ship yards.
18. All power plant piping of every description.
19. The handling, assembling and erecting of all economizers, super-heaters, regardless of the mode or method of making joints, hangers, and erection of same.
20. All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water gates, boiler compound equipment, etc.
21. All soot blowers and soot collecting piping systems.
22. The setting, erecting and piping for all smoke consuming and smoke washing and regulating devices.
23. The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards and other controls used in connection with



power, heating, refrigeration, air conditioning, manufacturing, mining, and industrial work.

24. The setting and erecting of all boiler feeders, water heaters, filters, water softeners.
25. 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.
26. 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.
27. All ash collecting and conveyor piping systems including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.
28. The setting and 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, 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 or any other method.
33. All piping, setting and hanging of all units and fixtures for air conditioning, cooling, heating, roof cooling, refrigeration, ice making, humidifying, dehumidifying,

- dehydrating, by any method, and the charging and testing, servicing of all work before 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 and cooking utensils, etc. of every description.
  36. All piping in connection with central distributing filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins and aeration basins.
  37. All process piping for refining, manufacturing, industrial and shipping purposes of every character and description.
  38. All air piping of every description.
  39. All temporary piping of every description in connection with building and construction work, excavating and underground construction.
  40. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduit and boxes used in connection with pipefitting industry.
  41. The handling and setting of boilers, setting of fronts, setting of soot blowers, and attaching of all boiler trimmings.
  42. All pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts and water lines, and booster stations of every description.
  43. All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints, or any other mode or method of

making joints in connection with the pipe fitting industry.

44. Laying out, cutting, bending and fabrication of all pipe work of every description, by whatever mode or method.
45. All methods of stress relieving of all pipe joints made by every mode or method.
46. The assembling and erecting of tanks used for mechanical, manufacturing or industrial purposes, to be assembled with bolts, packed or welded joints.
47. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipe fitting industry.
48. The operation, maintenance, repairing, servicing and dismantling of all work installed by journeyman 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 purpose.
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, useable in the pipe fitting industry, regardless of size and shapes.
51. The Territorial Jurisdiction of the Union is recognized as part of the Northeastern Ohio, bounded on the East by the Pennsylvania State line; South to Trumbull County line; West on the Ashtabula-Trumbull County line to the Geauga County line; South on the Geauga-Trumbull County Line to the Portage County line; West on the Geauga-Portage County line to the Summit County line; South on the Portage-Summit County line to Route 303; West on Route 303 to the Medina County line; South on the Medina-Summit

County line to Route 18; West on Route 18 to the Lorain County line; all territory East of the Lorain County line; North to Lake Erie; also included is the C.E.I. Power House in Avon Lake; the Counties included in Local No. 120 jurisdiction are all of Cuyahoga, Lake, Geauga and Ashtabula; those portions of Summit County North of Route 303 of Medina County North of Route 18. Within the City Limits of Hudson and Medina, the territorial jurisdiction is recognized jointly between Local No. 120 and Local No. 219.

52. The territorial jurisdiction for sprinkler work is the counties of Cuyahoga, Lake, Geauga, and Lorain.

**PLUMBERS AND PIPEFITTERS NATIONAL PENSION  
FUND  
Amended Standard Form of Participation  
Agreements**

The undersigned Employer and Union agree that the employer shall make pension contributions to the National Pension Fund in accordance with the terms of this agreement on behalf of those employees who are covered by the National Pension Fund pursuant to the Collective Bargaining Agreement.

1.

- (a) Commencing with the 1st day of May, 2000, and for the duration of the current Collective Bargaining Agreement between the said parties, and any renewals or extensions thereof, the Employer agrees to make payments to the Plumbers and Pipefitters National Pension Fund for each employee who is covered by the Plan in each classification listed below in accordance with the said Collective Bargaining Agreement as follows:

**CLASSIFICATION****AMOUNT**  
(Effective 5/1/2000)

Journeyman. . . . .	\$ .70 per hour
Apprentice. . . . .	.70 per hour
B/HVACR Journeyman. . . . .	.70 per hour
EEOC Trainee. . . . .	.70 per hour

Any classification of Employees who are excluded from the plan pursuant to good faith bargaining and for whom contributions are not required by the collective bargaining agreement shall not be considered "Employees" for purposes of the Plan and this Standard Form of Participation Agreement.

- (b) The Employer shall make the contributions set out in subparagraph 1(a) for each hour or portion thereof, for which an Employee is paid or entitled to payment for performance of duties for the Employer.
- (c) Contributions as set out in subparagraph 1(a) above shall be paid starting with the Employee's first day of employment in a job classification covered by the Collective Bargaining Agreement.
- (d) The payments to the Pension Fund required above shall be made to the "Plumbers and Pipefitters National Pension Fund" which was established under an Agreement and Declaration of Trust, dated July 23, 1968 and restated December 13, 1978. The Employer, by signing this Standard Form of Participation Agreement, or by signing a Collective Bargaining Agreement providing for participation in the Plumbers and Pipefitters National Pension Fund, agrees to be bound by all of the terms and conditions of the Restated Agreement and Declaration of Trust. Any Employer so adopting the Restated Agreement and Declaration of Trust thereby ratifies, accepts and designates as its representatives the Employer Trustees then serving as such and authorizes said

Employer Trustees to designate additional Employer Trustees and successor Employer Trustees in accordance with the terms and conditions thereof, and authorizes the Trustees to adopt amendments to the Restated Agreement and Declaration of Trust. The Employer hereby acknowledges receipt of a copy of the Restated Agreement and Declaration of Trust in effect when this Agreement is signed.

2. It is agreed that the pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.
3. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to retain an accountant or accounting firm to perform payroll audits of the Employer to determine whether the correct amount of contributions have been made or to determine whether contributions have been made on behalf of all employees covered by the Plan.
4. If an Employer fails to make contributions to the pension Fund within 20 days of the end of the month during which the work was performed, the Union shall have the right to take whatever steps are necessary to secure compliance, and provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs and expenses for collecting the payments due, together with attorneys' fees, interest on the unpaid contributions of 12% per annum, and liquidated damages of 10% of the unpaid contributions. The Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure or the "no strike" clause provided under the Collective Bargaining Agreement.

5. The parties agree that this Participation Agreement shall be considered a part of the Collective Bargaining Agreement between the undersigned parties.
6. The expiration date of the present Collective Bargaining Agreement between the undersigned parties is April 30, 2004. Copies of the Collective Bargaining Agreement and all renewal or extension agreements will be furnished promptly to the pension Fund office and, if not consistent with this Participation Agreement, can be used by the Trustees as the basis for termination participation of the Employer.

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### Notes

**ARTICLE XX**  
**Duration and Termination**

This Agreement shall be in effect from date of execution to the 30th day of April, 2004, and from year to year thereafter, unless notice of termination or modification is given in writing by either party to the other party sixty days prior to each anniversary date.

**ARTICLE XXI**  
**Amendment by Mutual Agreement**

This Agreement may be amended at any time during its term by mutual agreement upon appropriate notice from one party to the other.

IN WITNESS WHEREOF, we, the undersigned authorized representatives of the Employer and the Union, hereunto affix our hands as such representative for and on behalf of said Employer and Union, its officers, agents, and members at Cleveland, Ohio, 1<sup>st</sup> day of May, 2000.

*For the Association:*

RICHARD R. HOFFMAN  
STACY R. FELDMAN  
TIMOTHY M. LAVELLE  
WM. N. NEIHEISER  
G.W. SPOHN, III  
RONALD VRANICH

*For the Union:*

MICHAEL J. MORGAN  
RONALD W. DACHTLER  
EDWARD J. GALLAGHER  
TERENCE M. McCAFFERTY  
KENNETH J. QUIGGLE  
BILL SCANLON  
DAN BROWN

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Contractor's Signature

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Date