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Agreement Between

**Mechanical Contractors Association
of Northwestern Ohio, Inc.**

And

**The United Association, Local 50
Journeymen and Apprentices of the
Plumbing and Pipefitting Industry of
the United States and Canada**

**Effective July 1, 2005 to and
including June 29, 2008**



105 pages

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**Agreement Between
Mechanical Contractors Association of Northwestern
Ohio, Inc.**

And

**The United Association, Local 50, Journeymen and
Apprentices
of the Plumbing and Pipefitting Industry of the United
States and Canada**

- (1) This Agreement entered into this 1st day of July, 2005, by and between the Mechanical Contractors Association of Northwestern Ohio, Inc. hereinafter called the "Association", and the United Association, Local 50, Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada (AFL-CIO), hereinafter called the "Union".
- (2) Wherever in this Agreement "man" or "him" or their related pronouns may appear, either as words or parts of words, they have been used for representative purposes and are meant to include both female and male sexes.

**Article I
Definitions**

- (3) **EMPLOYEE** - The term "Employee" shall mean a journeyman or apprentice plumber, steamfitter, pipefitter, pipefitter-welder; refrigeration or air conditioning worker; housing division plumber and mechanical equipment serviceman; employed by an Employer engaged in the work set forth in Schedule A, which is a part of this Agreement.
- (4) **EMPLOYER** - The term "Employer" shall mean any contractor engaged in the work set forth in Schedule A.

Article II
Recognition and Scope

- (5) The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees engaged in the performance of the work set forth in Schedule A in the following Ohio counties: Defiance, Fulton, Hancock, Henry, Lucas, Ottawa, Paulding, Putnam, Sandusky, Seneca, Williams and Wood, provided, however that should the jurisdiction of the Union be altered by its parent organization, such change shall be reflected in the operative effect of this Agreement.
- (6) The Union has requested recognition as the Section 9(a) representative of each Employer's bargaining unit employees. The Union having demonstrated to each Employer's satisfaction that a majority of the bargaining unit employees covered by this collective bargaining agreement have designated the Union to serve as their collective bargaining representative, and are desirous of maintaining such representation, the Employer hereby agrees voluntarily to recognize the Union as the exclusive bargaining representative of all such employees pursuant to Section 9 (a) of the National Labor Relations Act, as amended, for all purposes even as if the Union had been certified by the National Labor Relations Board as the exclusive bargaining representative pursuant to a representation election conducted among employees in the bargaining unit, as that unit is defined elsewhere in this collective bargaining agreement.
- (7) The Employer further agrees to waive any rights it may have to repudiate the Agreement upon its expiration.

Article III
Union Security

- (8) All employees now engaged by the Employer shall remain members, in good standing, of the Union during the term of this Agreement. All employees hired by the Employer shall become and remain members, in good standing, of the Union eight (8) days following the execution of this Agreement or the start of employment, whichever is the later date.
- (9) In interpreting good standing in the Union, the Employer shall not discharge any employee for non-membership in the Union if: 1). it 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 2). if it 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 and retaining membership in the Union.
- (10) The Employer shall deduct union dues from the wages of each employee who has voluntarily signed a dues deduction authorization form as required by law.
- (11) The Union shall be responsible for obtaining and furnishing to the Employer all individually signed dues deduction authorization forms.
- (12) The Union shall defend, indemnify and hold harmless the Employer for any and all claims made against the Employer arising out of the establishment and existence of a union dues program, except for the failure of the Employer to remit to the Union the union dues withheld.

Article IV
Collective Bargaining Unit

- (13) The persons, firms, corporations, joint ventures, or other business entities bound by the terms of this Agreement are referred to in this Agreement as "Employer" or "Employers". The Employers and the Union, by entering into this Agreement, intended to and agree to establish a single multi-Employer collective bargaining unit. Any Employer who becomes a party to this Agreement shall thereby become a member of the multi-employer collective bargaining unit established by this Agreement.
- (14) Employers covered by this Agreement shall be free to designate their own representatives for the purpose of collective bargaining and contract administration; however, such designation shall not affect the Employer's membership in the collective bargaining unit established by this Agreement.

Article V
Employer/Employee Scope

- (15) One Employer may work with the tools if he complies with all terms set forth in the present Collective Bargaining Agreement.
- (16) No employee shall contract or sub-contract work in a lump sum on any job, nor engage in any work that would result in his acting as a competitor to any Employer.
- (17) It shall be the duty of the Union and the Employer, individually and as a whole, to diligently police and enforce these regulations to eliminate "moonlighting" especially after regular hours and on weekends.
- (18) All vehicles and self-propelled equipment belonging to the Employer which are used on

projects shall have permanently affixed, in a clear and legible manner and in contrasting colors, the Employer's name and appropriate license number.

- (19) A journeyman or apprentice found doing any work as defined in Schedule "A" during or after the regular hours of this Agreement, either as self-employed or for any person or firm not in agreement with the Union, shall be brought before the Executive Board of the Local Union and fined accordingly if found guilty by the Board.
- (20) Any person having any Master's license or Contractor's license shall relinquish the license or lose their voting right and will be unable to sign the out-of-work list.
- (21) Any person having any Master's license or Contractor's license wishing to become a working member of the Union shall relinquish said license or licenses and replace them with a journeyman's license.

Article VI Hours and Related Matters

- (22) The basic work day shall consist of eight (8) hours between 7:30 a.m. and 4:00 p.m., Monday through Friday, all inclusive, with the exception of the Holidays hereinafter provided.
- (23) The basic work week shall consist of forty (40) hours, Monday through Friday, inclusive, with the exception of the Holidays hereinafter provided. For the purposes of this Agreement, a day shall be considered as beginning at 7:30 a.m. starting time and ending on the following morning at the same hour, and the wage rate to be paid shall depend on the clock hours during which the time worked falls, notwithstanding the fact that this may result in two (2) rates of pay being paid for

one (1) shift. However, this paragraph shall not be construed as a guaranteed work day or week. The choice of starting times may be varied by mutual consent of the Employer and the Union business representative.

- (24) The six recognized Holidays for the purpose of this agreement shall be:

New Years Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

- (25) When holidays fall on Sunday, such holiday will be celebrated on the following Monday. When holidays fall on Saturday, such holiday will be celebrated on the preceding Friday. There shall be no paid holidays. Double time shall be paid for all work performed on a recognized holiday.
- (26) In the event a jobsite is shutdown due to weather conditions or one of the designated holidays fall during the week and the job is currently working 5 eight (8) hour days, the employer may work four (10) hour days without overtime provisions provided the employee can work 4 eight (8) hour days and not be penalized. At no time shall Saturday be worked as a make-up day for straight time.
- (27) Employees shall receive eight (8) hours pay (base rate) for a death in the immediate family (spouse or child).
- (28) Annual time off for vacation for each employee shall be at their own discretion, provided however, that the employee give the Employer two (2) weeks notice and there is manpower available.

- (29) Overtime shall consist of time working in excess of eight (8) hours on any regular work day, or forty (40) hours in any regular work week, or on any Saturday, Sunday, or on any of the holidays hereinafter provided, with the exceptions hereinafter stated. Any employee required to work continually in excess of eight (8) hours shall be paid at the overtime rate. The Employer shall notify the business office of the Union prior to the institution of any overtime work on a weekly basis.
- (30) Shift work may be performed at the option of the Employer. The wage rate for the second shift shall be eight (8) hours pay (including fringes) plus \$2.00/hr. premium for 7 ½ hours worked. Third shift rate shall be eight (8) hours pay (including fringes) plus \$4.00/hr. premium for 7 hours worked. The basis for which shift rate shall be applicable lies where the majority of the straight time hours are worked. If the majority of straight time hours are worked before 12:30 a.m., second shift rate shall apply. If the majority of straight time hours are worked after 12:30 a.m., third shift rate shall apply. Should the employee be tardy or leave early, the Employer will compensate the employee for the full eight (8) hours pay, including the appropriate shift additive less those hours not worked.
- (31) If a job is to be worked twenty-four (24) hours on two (2) twelve (12) hour shifts, the first shift shall start at the regular starting time and receive overtime rate of pay after eight (8) working hours. The second shift shall be paid on the same basis as the first shift with a fifteen percent (15%) premium over and above the basic hourly wage.
- (32) Any employee, after being hired and reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the base rate of wage, unless he has been notified before leaving his home not to

report. Any employee who reports for work and for whom work is provided shall receive not less than four (4) hours pay. If more than four (4) hours are worked in any one day, he shall receive not less than eight (8) hours pay. However, when strike conditions make it impractical for an Employer to put such an employee to work, or where stoppage of work is occasioned thereby, or when an employee leaves work of his own accord, the provisions of this Article shall not apply and wages shall be paid only for hours actually worked.

- (33) Any employee reporting for employment on his first day of hire shall receive pay for eight (8) hours work if he reports before 9:00 a.m., except where the request for the employee's referral was made not less than thirty-six (36) hours in advance, excluding Saturday, Sunday and holidays. If an employee is referred to a job thirty (30) or more miles from the Lucas County Courthouse, based on the shortest route therefrom, the foregoing reporting time shall be increased by one-half ($\frac{1}{2}$) hour. In all cases, however, if work is available and the employee refuses to complete a full day's work, pay will be for actual time worked only.
- (34) With the exceptions hereinbefore provided, no new construction work shall be performed on Saturday or on any of the holidays set forth herein; provided, however, in the case of an emergency, an arrangement to work such time must be made between the Employer and the business representative of the Union. Employees working such time shall receive pay at the appropriate overtime rates of pay.
- (35) The Employer shall provide two (2) rest periods (coffee breaks) of ten (10) minutes each total, at the work station; one (1) in the first four (4) hours and one (1) in the last four (4) hours of each shift.

Nothing in this provision shall interfere with the right of the employee to take time off from work to meet the ordinary needs of personal hygiene. However, it is intended that the Foreman and/or Job Steward assist in preventing abuses of the ten (10) minute time limitations.

- (36) When an employee is requested to work in excess of nine and one-half (9-1/2) hours there shall be an additional ten (10) minute break at the eighth (8th) hour and every four (4) hours thereafter.
- (37) After the first four (4) consecutive hours of labor, employees shall be entitled to a thirty (30) minute lunch period for which they shall not be compensated.
- 38) When an employee is requested to work in excess of ten (10) hours on any day on which overtime hours have not been scheduled by the Employer with the employee no later than the preceding day, then the employee shall receive a thirty (30) minute lunch period, after the tenth (10th) hour of work, for which he shall be paid at this proper overtime rate. In the case of scheduled overtime, the employee shall receive a thirty (30) minute lunch period after the tenth (10th) hour of work and every (4) hours thereafter, for which he shall not be paid.
- 39) Employees, who after completing their regular shift are called back to work, shall do so promptly and shall receive their applicable rate of pay from the time the call is received, provided they report to work within one (1) hour therefrom.
- 40) All wages are due and payable once each week not more than three (3) working days following the close of the work week and not later than one-half (1/2) hour before the regular quitting time. Direct deposit shall be a non-mandatory option but is

strongly encouraged. If direct deposit is utilized the monies shall be posted by 3:30 PM to the employee's account on payday. An employee laid off or discharged shall continue to receive his contractual rate of pay until final check is received in full or direct deposit is made. If direct deposit is elected, the employer may mail the check stub as long as it is postmarked by pay day. The employee may also choose to have paychecks mailed as long as the check is post marked by pay day. A layoff slip with the Employer's Name, Address, Phone Number, Termination Date and Reason for Separation shall be included with the final check.

- (41) In the event an Employee's check is issued incorrectly and the amount is greater than \$20, beginning from the time the employee notifies the Employer or their representative, the Employer will have until the end of the shift of the next normal working day (Monday through Friday) to correct the amount paid. Failure to comply with these provisions will result in a penalty to the Employer of two (2) hours pay for every normal workday or portion thereof that the check is not corrected, up to a maximum of ten (10) hours.
- (42) Scheduled overtime and regular work week wages shall be payable upon layoff. Layoff on emergency or unscheduled overtime shall be payable the following business day at the Employer's office no later than 12:00 noon or mailed to the employee at the employee's discretion. If it is necessary to rewrite a layoff check outside of normal business hours, due to an employee's late start or early quit, the check is due the next business day at the Employer's office by 12:00 noon or mailed to the employee at the employee's discretion. Whenever the check is due the next business day, the employee shall be informed, prior to the end of the shift, of how many hours will be turned in.

- 43) Employers, whose principle offices are located outside the territorial jurisdiction of the Union, must use the Ohio Bureau of Unemployment Compensation and Industrial Commission and Worker's Compensation, in order to secure and maintain the employee's benefits thereunder.
- 44) An employee who quits shall be paid on the Employer's next following pay day by picking up his checks at the Employer's office. In the event the employee does not appear at the Employer's office on the scheduled day, his checks will be mailed to him the following day.
- 45) When an employee member of the Union is fired, the Employer shall give written notice to the Union postmarked within twenty-four (24) hours after the firing, using a form provided by the Union and approved by the Employer Association.
- 46) Employers whose principal offices are located outside the territorial jurisdiction of the Union, who cannot furnish a local banking reference to the Union business agent at a pre-job conference, will pay all wages in cash or cashier's check unless the provisions of this paragraph are specifically waived by the business agent.
- 47) On wage rate adjustment dates or apprenticeship *promotion dates where a change in wage rate* schedules occurs in the middle of work week and computerized payroll operations cannot be altered to properly record these changes, adjustments may be completed on the payroll for the following work week.
- 48) Failure of the Employer to make payment to the employee within the time established in the various sections of this Article, with the exception of Paragraphs (40) and (41), shall result in the Employer being liable for liquidated damages as a

delinquency assessment of ten percent (10%) of the total amount due the employee plus five percent (5%) of the total due each calendar month thereafter.

- (49) **PROVISIONS FOR FOUR (4) TEN HOUR WORK DAYS** - By mutual consent of the union and the contractor, an optional 4 day work week shall be established at 10 hours per day at straight time rate. This option will be utilized on a Monday through Thursday basis only. Friday, Saturday Sunday and all hours in excess of 10 shall be at the appropriate overtime rate. In the event a jobsite is shutdown due to weather conditions or one of the designated holidays fall during the week, then Friday may be worked as a make-up day provided employees who inform their employer that they do not want to work a Friday make-up day will not be penalized. At no time shall Saturday be worked as a make-up day for straight time.
- (50) The optional work day shall be an established consecutive 10 hour work period between the hours of 6:00 a.m. and 6:00 p.m. for 1st shift. Second shift shall start between the hours of 4:00 p.m. and 7:00 p.m.. The second shift wage rate shall be 10 hours pay for 9 ½ hours worked plus \$2.00/hr.
- (51) Any employee reporting for employment on his first day of hire shall receive pay for 10 hours work provided he arrives at job site within 1 ½ hours of normal dispatch time. All other hours and related matters shall be consistent with Article VI of this agreement.
- (52) Any employee, after being hired and reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the base rate of wage, unless he has been notified before leaving his home not to

report. Any employee who reports for work and for whom work is provided shall receive not less than four (4) hours pay. If more than four (4) hours are worked in any one day, he shall receive not less than ten (10) hours pay. However, when *strike conditions make it impractical* for a contractor to put such an employee to work, or where stoppage of work is occasioned thereby, or when an employee leaves work of his own accord, the provisions of this Article shall not apply and wages shall be paid only for hours actually worked.

- (53) The Employer shall provide two (2) rest periods, (coffee breaks) of ten (10) minutes each total at the work station, one in the first five hours and one in the last five hours of each shift. When an employee is requested to work unscheduled overtime, he shall receive a ten (10) minute rest period after the tenth (10th) hour. If the unscheduled overtime will last longer than two (2) hours, the employee shall receive a thirty (30) minute paid lunch period after the tenth (10th) hour of work and every four (4) hours thereafter. A ten (10) minute break shall be provided every two (2) hours between lunch periods. In the case of scheduled overtime the lunch periods shall be unpaid.

Article VII Union Representation

- (54) *Authorized representatives of the Union shall have access to jobs where employees covered by this Agreement are employed, providing they do not interfere with the employees and further provided that such representatives fully comply with visitor and security rules established by the owner.*
- (55) The Union shall select potential stewards from the Building Trades Journeymen on the project to be

agreed upon by both the Union and Employer. If the Union and the Employer cannot agree on the selection of the steward, the Union will have the sole right to name the steward in which case the protection from lay-off in Paragraph (59) does not apply. A steward may be appointed for each shift in the same manner. The steward shall, in addition to his work as a journeyman, be permitted to perform during working hours such duties for the Union as cannot be performed at other times. It is agreed such duties shall be performed as expeditiously as possible, and that the Employer will allow the steward a reasonable amount of time for the performance of such duties. The Employer shall not discriminate against the steward in the proper performance of the steward's union duties. The steward shall not leave the work area without first notifying the appropriate supervisor and receiving his approval, such approval will not be unreasonably withheld.

- (56) When the Employer's workforce is fifty-one (51) or more U.A. members on the job site, the steward shall receive a 10% wage increase. There shall be no non-working stewards.
- (57) The steward shall be notified of all employee transfers, new hires, layoff, and discharges. His duties shall not include hiring or termination, nor shall the steward cause any interference with work progress. The steward shall not perform supervisory duties. The steward shall have the right to receive complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor.
- (58) It will be necessary to assign a steward to work when one or more members of that craft or work crew are required to work overtime. In order for the steward to work such overtime the steward must be qualified to perform the work being undertaken during the overtime period.

Otherwise, a temporary steward may be appointed.

- (59) The steward shall not be subject to layoff or transfer until the crew size falls below 6 men, except by mutual consent. The Employer still retains the right to discharge the steward for proper cause to the same extent as other employees provided the Union shall be given notice before a steward is terminated.

Article VIII Apprentices

- (60) All matters pertaining to apprentices shall be governed by the terms and conditions of the Apprenticeship Standards (Schedule B) to which the parties hereto have subscribed, with the exceptions relative thereto as set forth in this Agreement.
- (61) In order to ensure workers are knowledgeable in all aspects of the trade, the JATC is strongly encouraged to develop well rounded apprentices and is empowered to consider rotation at some point during their apprenticeship as determined and administered by the JATC.
- (62) When an apprentice has completed his training requirements and has advanced to journeyman status, the Employer for whom he was working at the time shall be entitled to a first period apprentice as a replacement, provided one is available.
- (63) When an Employer lays off an apprentice, he shall be entitled to replace the laid off apprentice with another apprentice of the same period, if one is available.

- (64) In order to assure proper training for apprentices, the following ratio of journeymen to apprentices shall prevail:

<u>Journeymen</u>	<u>Apprentices</u>
1-2	1
3	2
4-5	3
6-8	4
9-10	5
11-13	6
14-15	7
16-18	8
19-20	9
21-25	10
26-30	11
31-35	12
36-40	13

- (65) Each shop will be entitled to one (1) apprentice for every five (5) journeymen thereafter, in continuation of the above chart.
- (66) One (1) journeyman must be employed to train and supervise the first apprentice in any shop except a Master Plumber or Master Steamfitter working with the tools of the trade shall be entitled to one (1) apprentice.

Article IX Referral Procedure

- (67) In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interest of the employees in their employment status within the area, and preventing discrimination in employment because of membership or non-membership in the union, the Union hereby

adopts the following procedures for referral of applicants for employment:

- (68) The Employer shall request applicants for employment by calling the Union. The Employer is free to hire whomever it sees fit, but, upon request of the Employer, the Union shall use its best efforts to refer applicants. When the Union is requested but unable to furnish the required employees within forty-eight (48) hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Union shall contact the Employer within the forty-eight (48) hour period to discuss means of manning the Employer's job. The Employer may reject any applicant referred.
- (69) The Union shall not be held responsible for any tortuous acts of those it refers.
- (70) Except as provided in Schedule B and/or the written rules of this Referral Procedure, the Employer shall employ only qualified journeymen *plumbers, steamfitters, pipefitters, pipefitter welders, refrigeration and air conditioning men, and mechanical equipment servicemen.*
- (71) The referral by the Union of journeymen and apprentices shall be on the following basis:
- (72) Selection of applicants for employment shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, union *membership, by-laws, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies or requirements.* Such selection of applicants shall not be in contravention of the terms and provisions of any Federal and/or State law or Federal regulation and/or executive order.

- (73) The Union shall maintain an "out-of-work list" on the basis of the groups listed below. The list shall include the craft classification of each applicant. Such craft classifications are plumbers, steamfitters, welders, refrigeration and air conditioning men, and mechanical equipment service men. All applicants for employment shall be registered in the highest priority group for which they qualify. The groups shall be:

GROUP I

- (74) All applicants for employment who have five (5) or more years experience in the Plumbing and Pipefitting building and construction trade, are residents of the geographical area constituting the normal building and construction labor market, have passed a competency examination that adequately tested the skill and training necessary to qualify as a competent journeyman and who have been employed for at least two (2) years in the last four (4) years in the Plumbing and Pipefitting building and construction trade within the geographical area constituting the normal building and construction labor market.

GROUP II

- (75) All applicants for employment who have four (4) or more years experience in the Plumbing and Pipefitting building and construction trade, are residents of the geographical area constituting the normal building and construction labor market, have not passed a competency examination that adequately tests the skill and training necessary to qualify as a competent journeyman and who have been employed for at least two (2) years in the last four (4) years in the Plumbing and Pipefitting building and construction trade within the geographical area constituting the normal building and construction labor market.

GROUP III

- (76) All applicants for employment who have four (4) or more years experience in the Plumbing and Pipefitting building and construction trade and who have passed a competency examination that adequately tested the skill and training necessary to qualify as a competent journeyman.

GROUP IV

- (77) All applicants for employment, who have four (4) or more years experience in the building and construction trade, are residents of the geographical area constituting the normal building and construction labor market, and who have passed a competency examination that adequately tested the skill and training necessary to qualify as a competent journeyman.

GROUP V

- (78) All applicants for employment, who have worked at the Plumbing and Pipefitting building and construction trade for more than (1) year.

- (79) "Normal Building and Construction Labor Market" is defined to mean the following geographical area plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured:

Defiance, Fulton, Hancock, Henry, Lucas, Ottawa, Paulding, Putnam, Sandusky, Seneca, Williams and Wood counties in Ohio, and any additional areas awarded to UA Local 50 by the United Association.

- (80) "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one (1) year or who, having had a permanent home in this area, has temporarily left with the

intention of returning to this area of his permanent home.

- (81) "Examination" shall include experience rating tests, if such examination shall have been given prior to the effective date of this Agreement, but from and after the date of this Agreement, shall include only written and/or practical examinations given by a *duly constituted Plumbers and Steamfitters Local Union of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada*. Reasonable intervals of time for examination are specified as ninety (90) days. An applicant shall be eligible for the examination if he has five (5) years experience in the trade.
- (82) When the Employer requests applicants, it shall notify the Union's office either in writing or by telephone, giving the location, starting time, approximate duration of the job, the type of work to be performed, and the number of workmen required. The Union shall refer applicants to the Employer by first referring applicants in GROUP I, in the order of the place on the "out-of-work list" and then referring applicants in the same manner successively from the "out-of-work list" in GROUPS II, III, IV and V. Any applicant who is rejected by the Employer shall be returned to his appropriate place on the "out-of-work list" within his GROUP and shall be referred to other employment in accordance with the position of his GROUP and his place within his GROUP.
- (83) The only exceptions to the foregoing order of referral are as follows:
- (84) As provided in Schedule B, an Employer who wishes to employ apprentices shall make application to the Apprenticeship Committee through the offices of the Union. There shall be a separate referral list designated for apprentices

only and all apprentice referrals will be made from this list in order to provide those who are in training in the Plumbing and Pipefitting Industry an opportunity to gain the skills necessary to become competent journeymen. It is recognized these apprentices need varied on-the-job training as well as classroom instruction to acquire this expertise and should be referred separately from journeymen.

- (85) Request by the Employer for one (1) key man, to act as either the general foremen, area foreman, or foreman on any one (1) job site, shall be honored without regard to the requested man's position within GROUP I provided that the requested worker remains on that job site for the duration of the job, unless he quits, is laid off or discharged, after which time he may be transferred to another job at whatever capacity needed. The foregoing is subject to the condition that if the job or the worker's employment on that job site lasts less than twenty (20) working days, *he cannot be reduced in pay or transferred, but must return to the Union Hall to be referred, if possible.* A request for a key man must be confirmed in writing to the Union and only one (1) letter per job will be honored. Abuses of the key man request system shall be subject to a hearing and action by the Labor Management Committee.
- (86) Each applicant for employment shall be required to furnish such data, records, licenses and names of Employers, as may be deemed necessary and each applicant shall complete such forms or registrations as shall be submitted to him. In addition, employers shall provide a basic employment history going back up to 5 years when a formal background check of a former employee is requested, provided a formal waiver signed by the employee is on file and the contractor shall be held harmless by the

employee, union and company requesting the data.

- (87) The Union shall post in places where notices to all applicants for employment are customarily posted, all matters relating to the functioning of the referral procedure.
- (88) Each applicant seeking referral shall be personally registered on an enclosed list or a serially numbered, bound referral register giving his name, date and time of registration and local affiliation. Each applicant shall be present for referral. Upon referral, the Union shall place the date on which the applicant is referred and the name of the Employer referred to next to the applicant's name on the register. Registration for referrals may be made by applicants between the hours of 7:30 a.m. to 4:30 p.m.
- (89) Each applicant referred shall be furnished with one (1) copy of a three (3) copy referral slip, one (1) copy of which shall be retained at the Union Hall and one (1) copy of which shall be furnished to the Employer. No employee who has quit shall be allowed to sign the out-of-work list unless he has his copy of the referral slip signed by his Employer or the Employer's designated representative on the job site acknowledging receipt of notice of quitting from the employee on the previous working day, or unless the Union business agent has confirmed that oral notice was given to the Employer that the employee was quitting.
- (90) The parties hereto agree that subcommittees of the respective negotiation committees shall meet jointly to hear any disputes or grievances arising out of the operation of the referral system, and the joint subcommittees are empowered:

- (91) To establish any and all rules and regulations necessary to promote proper operation of the referral system; and
- (92) To hear and resolve disputes involving registration, examination, work referrals and preparation of lists; however, any applicant may appeal a joint subcommittee's decision and such appeal shall be handled in a manner provided for the settlement of disputes as set forth in Article XI.
- (93) When making reductions in the number of its employees the Employer shall lay off employees in the following order:
- A) Employees hired under paragraph (67) of this Article;
 - B) GROUP V, if any are employed;
 - C) GROUP IV, if any are employed;
 - D) GROUP III, if any are employed;
 - E) GROUP II, if any are employed; and
 - F) GROUP I, if any are employed.
- (94) Whenever unscheduled overtime occurs on any job site, priority will be given those members of the bargaining unit working on said job site in the same order as the order for referral provided in paragraph (82) of this Article. No unscheduled overtime shall be offered to employees in a lower priority grouping until those in a higher priority grouping have had the overtime offered to them.
- (95) Notwithstanding any of the foregoing provisions of this Article, the Union shall indemnify and hold harmless the Employer from any and all claims, demands, suits, complaints, causes of action, judgments, settlements and orders, including costs and attorneys fees related thereto, arising out of the operation and administration of the hiring hall and/or referral procedure under this Article and its predecessors for the period commencing June 16, 1973, and thereafter.

Provided however, in order to be held harmless as stated above, the Employer shall notify the Union within ten (10) days of receipt of said claim, demand, etc., and the Employer shall turn over said claim, demand, etc., to the Union for defense.

Article X Labor Management Committee

- (96) There shall be a Labor Management Committee of five (5) representatives from the Union Negotiating Committee and five (5) representatives from the Association. The committee shall establish uniform rules and/or regulations for the parties and shall work in areas which benefit the industry.
- (97) The Committee shall meet regularly at such stated times as it may desire, however, committee members are to make themselves available with short notice to resolve emergency issues. Two (2) members from each party shall constitute a quorum but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present. All matters coming before the Committee shall be decided by majority vote.

Article XI Settlement of Disputes

- (98) In order to avoid jurisdictional controversies with other trades, the Employer agrees to procure and embrace in all its job contracts and specifications all the unloading, handling from curbstone delivery, erection and installation of piping, fixtures, appurtenances and appliances which are necessary to make a complete plumbing or piping installation.
- (99) In recognition of the work jurisdictional claims, it is understood that the assignment of work and

the settlement of Jurisdictional Disputes with other Building Trades Organizations shall be handled in accordance with the procedure established by the Plan for Settlement of Jurisdictional Disputes in the Construction Industry or any successor agency of the Building and Construction Trades Department. There shall be no work stoppage because of Jurisdictional Disputes.

- (100) Any grievance or dispute arising between the parties to this Agreement shall be promptly adjusted through the following steps:
- (101) First Step -- The grieved party shall first attempt settlement through the Union Steward or the Business Manager or Agent and the Job Supervisor. If the Union Steward or Business Manager or Agent and Job Supervisor are unable to resolve the grievance or if no settlement is reached within five (5) working days after the Union Steward or Business Manager or Agent brings the matter to the attention of the Job Supervisor, the Union may process the grievance to the second step.
- (102) Second Step -- Failing to settle the dispute at the First Step, the grievance shall be heard by the Union Business Manager or Agent and a top level management representative at a mutually agreeable date, not more than five (5) working days after the conclusion of the First Step.
- (103) Third Step -- Failing to settle the grievance at the Second Step, the grievance may be processed further by the grievance being reduced in writing on a form provided by the Labor Management Committee and submitted to the Employer representative and the Union representative of the Labor Management Committee (hereinafter "LMC") and the Employer involved in the grievance. The Employer representative and the

Union representative of the LMC shall schedule a date to hear the grievance within ten (10) days from the date the grievance was submitted to the LMC. The LMC shall be composed of ten (10) individuals, five (5) Employer representatives and five (5) Union representatives. Six (6) persons, three (3) Employer representatives and three (3) Union representatives shall constitute a quorum. The Employer representatives and Union representatives shall each have a combined total of five (5) votes. After hearing the evidence, the LMC shall decide the grievance by majority vote. The LMC's decision may include rendering an assessment as liquidated damages in an amount the LMC determines in its sole discretion to be just and proper under the circumstances of the particular case against the party who is charged with violating the Agreement. Said liquidated damages shall be used for the betterment of the Union Mechanical Industry. The decision of the LMC shall be issued within seven (7) working days of the hearing, and the decision shall be final and binding.

Article XII Arbitration

- (104) If the LMC fails to decide the grievance by a majority vote, the grievance may be submitted to arbitration. The request to proceed to arbitration must be sent to the Employer representative and the Union representative of the LMC and the Employer involved in the grievance within seven (7) working days from the LMC decision. Upon receipt of the request for arbitration, the parties shall endeavor to agree upon a mutually acceptable neutral arbitrator. If mutual agreement cannot be reached within seven (7) days after receipt of the request for arbitration, either party may request that the Federal Mediation and Conciliation service submit to the

parties a panel of five (5) arbitrators. The parties shall then alternately strike names from the list of the arbitrators until one name remains and that person shall be the neutral arbitrator.

- (105) The decision of the arbitrator shall be final and binding upon both parties. The decision of the arbitrator shall not be contrary to, amend, add to or eliminate any of the provisions of this Agreement. All costs for the arbitrator will be paid by the losing side.
- (106) In the event it is necessary to enforce a decision of the LMC or the Arbitrator in a court of law, the party who is not complying with the LMC or Arbitrator's decision shall pay to the enforcing party the enforcing party's reasonable attorney fees and court costs expended to enforce and collect a decision of the LMC or Arbitrator. Said reasonable attorney fees and court cost shall be included in any judgment by a court of law enforcing the LMC or Arbitrator's decision against the non-complying party.

Article XIII Non-Discrimination

- (107) The Employer agrees in the employment of Journeymen and Apprentices, the Union agrees in the referral of Journeymen and Apprentices and the Joint Apprenticeship Committee agrees in the selection of Apprentices that there will be no discrimination because of an individual's age, race, color, religion, sex, handicap or national origin in accordance with state and/or federal laws and/or regulations.
- (108) It is further agreed that any Journeyman or Apprentice who alleges discrimination against the Employer, Association, Union, and/or the Joint Apprenticeship Committee must first exhaust the grievance procedure set forth above

in Articles XI and XII prior to initiating any charge of discrimination with State or Federal Agencies and/or Courts.

- (109) There shall be no discrimination against any individual because of their union affiliation.

Article XIV
Tools and Related Matters

- (110) The journeyman shall arrive on the job with a 6 foot rule, a pair of channel locks, and a torpedo level. The MCA shall provide the initial set to new apprentices. If the tool is broken, worn-out, or stolen on the job, it shall be replaced by the Employer. The Employer shall provide a secure lock-up for personal tools on the jobsite. The Employer's tools or equipment shall not be transported from job to job in anything other than a company vehicle.
- (111) Safety equipment of a personal nature, such as welding hoods, sleeves, gloves, hardhats, etc., furnished by the Employer may be moved from job to job by the employee.
- (112) Employees shall be required to sign for all items required by the contract to be supplied by the Employer, such as a hard hat, gloves, etc. In order to get a replacement for any of these items, it shall be necessary for the employee to turn in the worn or damaged item. The Employer's responsibility shall be to provide one item only.
- (113) Pipe may be cut and threaded by power pipe machines, either in the Employer's shop, if located within the physical jurisdiction of the Union, or on the job site, provided that such machines are operated by journeymen or apprentices working under the direction of a journeyman. Fabrication of pipe of any size in

the Employer's shop within the physical jurisdiction of the Union whether welded, soldered, brazed, caulked, threaded, expanded joints, wiped joints, or any other method of making joints in connection with the pipefitting industry shall be done by journeymen and apprentices subject to the terms of this Agreement.

- (114) Whenever an employee is welding or burning, he must have another journeyman or apprentice member of the Union working with him as a safety measure. The Employer shall furnish new gloves, as replacements to welders, and shall also furnish all special protective garments such as flash goggles, safety glasses (prescription safety glasses if necessary to comply with owner's job regulations) and welders' leathers. The Employer shall also furnish raincoats, safety hats, acid-resistant clothing, including rubber overshoes of at least ankle height, and any other safety devices required to perform the work in a safe manner, at the discretion of the job site supervisor. All equipment furnished by the Employer shall remain the property of the Employer. Employers will not be required to pay for safety shoes where it is an owner's requirement to work on site.

- (115) An approved type air-line respirator or hose mask shall be provided to employees as required by OSHA regulations.

ARTICLE XV Working Conditions

- (116) The Employer shall provide a safe place to work in accordance with OSHA guidelines and the Employer shall comply with the following:
- (117) Safe drinking water shall be provided by the Employer. The use of common drinking cups or

dippers is prohibited. Where fountain type or fountain container is not available, a supply of paper drinking cups shall be furnished by the Employer.

- (118) Reasonable washing facilities or waterless hand cleaner and towels shall be provided by the Employer for all employees.
- (119) The Employer shall provide adequate job site toilet facilities and they shall be so constructed that the occupants thereof shall be shielded from view and protected against the weather and falling objects, and maintained in a sanitary condition at all times in compliance with OSHA regulations.
- (120) Suitable and adequate first aid equipment shall be furnished by the Employer on all construction operations at all times in compliance with OSHA regulations. First aid kits may be dispensed with, where separate hospital rooms, emergency or dressing stations in the charge of an attendant are provided for use of employees who are injured. The Union will provide hard hat identification decals to employees it believes are qualified in First-Aid and/or C.P.R.
- (121) The Employer shall provide for a warm, dry place to change clothes and eat lunch and provide safe drinking water; provided that the Employer shall not be responsible for any employee's personal property.
- (122) It shall be the duty of the Employer to provide adequate parking facilities. If a definite parking area is designated, all employees shall park within the indicated boundaries.
- (123) If an employee is injured in the shop or on the job, a person designated by the Employer shall assist in taking care of the employee, seeing that

he is given first aid and, if seriously injured, taken to the hospital. The designated person shall make a complete report of the accident to the Employer and to the Local Union. The designated person shall see that the employee's tools, clothing and car are made safe or returned to the injured employee's home. The designated person shall be paid for the time involved in these duties, but only for that time involved that falls within the established work day. The injured employee shall be paid in full for the day of the injury.

- (124) In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the responsibility of the Employer to provide for the safety of its employees and compliance by them with any safety rules contained herein or established by the Employer. Nothing in this agreement will make the Union liable to any employees or to any other persons in the event that injury or accident occurs. Further, the Employer will not engage in any litigation against the Union, on a subrogation theory, contribution theory, or otherwise, so as to obtain a money judgment from it in connection with any employee death or injury which occurs on the job sites covered by this Agreement.

Article XVI

Work and Subcontract Limits

- (125) The Employer agrees that any portion of the work covered by this Agreement to be done at the job site shall be done either by its own forces in accordance with the terms of this Agreement or by subcontractors who have signed agreements with UA Local 50 and have members of UA Local 50 in their employ.
- (126) The Employer agrees that it will not subcontract job site work which is to be performed at a time

when employees of the Employer are working at such site under the terms of this Agreement to any Employer which does not have, at the time the work is to be performed, a collective bargaining relationship with a Building Trades Union covering such work whose members receive the prevailing wage rates.

- (127) The provisions of this Article are enforceable only through the arbitration procedure and/or legal action and this Article shall in no way be construed to permit any form of threats, coercion, restraint or force.

Article XVII Fabrication

- (128) As a primary working condition, it is agreed that all pipe formations, systems or controls, or component parts thereof, included within the non-purchase list set forth below and as amended from time to time as provided in this Agreement, shall be fabricated on the job site or in the shop of an Employer who is bound by this Agreement.
- (129) The Labor Management Committee of the Association and the Union shall meet at least quarterly on ten (10) days written notice for the purpose of reviewing the non-purchase list to preserve locally the traditional work of the bargaining unit while meeting the current needs of the industry. This Committee may make rules for the conduct of its business including defraying expenses of the committee; amend the non-purchase list provided any proposal for amendment shall be submitted in writing to the Association and the Union at least ten (10) days in advance of a scheduled meeting of the Committee; and to rule on any questioned items.

(130) Until the ruling on a questioned item is made as provided above, the Employer's designation of work and material shall be accepted without strike, slowdown, work stoppage or lockout, and without penalty in the event of a later ruling by the Committee or should the questioned item be added to the non-purchase list.

(131) The Committee shall have equal voting strength on each side, with at least two members on each side to constitute a quorum. If either side fails to provide for a quorum, or the Committee is deadlocked on an issue, and the condition remains unchanged for thirty days, then either side may request, in writing, that the matter be submitted to Arbitration as provided in this Agreement.

(132) NON-PURCHASE LIST

1. Piping that is not installed at the factory or is not lined or pickled. Non-published catalog fittings or shapes which can be formed or bent at the job site with portable equipment.
2. On boilers, all piping beyond the gas and/or oil burners proper and trim piping not installed at the factory.
3. Non-published catalog items such as hangers, pipe supports, stanchions, braces and guides, excluding shear, or square, or cut-to-length pieces of steel to be used for fabrication of the above items.
4. Items subject to agreements with other unions such as the setting and erection of all piping appurtenances handled by the piping trades per the agreements with the Sheet Metal Workers International Union, Boiler Makers International Union, Carpenters International Union and Machinists International Union,

including unassembled cooling towers for air conditioning, refrigeration equipment and other purposes.

5. Items not fabricated in U.A. Shops. Fabricated material must be made according to Paragraph (113), Article XIV, or carry a U.A. label.
6. Free standing coil frames used in conjunction with job site assembled air handling units.

Article XVIII Supervision

- (133) Only journeymen of the Union shall be appointed general foremen, area foremen, foremen or designated as "lead". It is the intent of this Article that work covered by this Agreement be supervised by members of UA Local 50.
- (134) Whenever two (2) Journeymen are working together for more than three (3) days on a particular job a working foreman shall be designated.

1 Working Foreman - 1-7 Workers
A full crew for a working foreman shall consist of seven (7) employees.

Eight (8) Workers maximum personnel per this supervision structure

- (135) When two (2) foremen have been appointed on a job, one of the foremen shall be designated as "lead" and shall be in charge of the Employer's project until a third foreman is appointed.

- A) 1 Lead Working Foreman - 1-7 Workers
1 Working Foreman - 1-7 Workers

Sixteen (16) Workers maximum personnel per this supervision structure

- B) 1 Lead Supervising Foreman - 1-10 Workers

1 Working Foreman - Next Additional 1-7
Workers

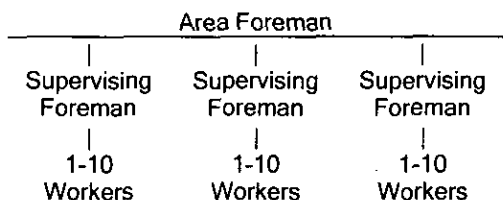
Nineteen (19) Workers maximum personnel per this
supervision structure

C) 1 Lead Supervising Foreman -1-10 Workers
1 Supervising Foreman - Next Addl. 8-10
Workers

Twenty-two (22) Workers maximum personnel per this
supervision structure

(136) In the 2 preceding paragraphs (134) & (135) on a
temporary basis of 4 days or less, 2 additional
workers shall be allowed to the maximum
personnel structure.

(137) When three (3) foremen have been appointed on
a job, an area foreman shall be appointed and
shall be in charge of the Employer's project.



Thirty-four (34) Workers maximum personnel per this
supervision structure

(138) When a general foreman and four (4) foremen
have been appointed on a job one of the
foremen shall be designated area foreman.

General Foreman			Area Foreman
Supervising Foreman	Supervising Foreman	Supervising Foreman	Supervising Foreman
1-10 Workers	1-10 Workers	1-10 Workers	1-10 Workers

Forty-six (46) Workers maximum personnel per this supervision structure

- (139) When a general foreman and an area foreman and five (5) foremen have been appointed on a job, one (1) of the foremen shall be designated the second area foreman.

General Foreman					
Area Foreman			Area Foreman		
Supervising Foreman	Supervising Foreman	Supervising Foreman	Supervising Foreman	Supervising Foreman	Supervising Foreman
1-10 Workers	1-10 Workers	1-10 Workers	1-10 Workers	1-10 Workers	1-10 Workers

Sixty-nine (69) Workers maximum personnel per this supervision structure

- (140) When a general foreman and two (2) area foremen and seven foremen have been appointed on a job, one of the foremen shall be designated the third area foreman.

General Foreman

Area Foreman		Area Foreman		Area Foreman	
Supervising Foreman	1-10 Workers	Supervising Foreman	1-10 Workers	Supervising Foreman	1-10 Workers
Supervising Foreman	1-10 Workers	Supervising Foreman	1-10 Workers	Supervising Foreman	1-10 Workers
Supervising Foreman	1-10 Workers	Supervising Foreman	1-10 Workers	Supervising Foreman	1-10 Workers

One hundred three (103) Workers maximum personnel per this supervision structure

- (141) All orders from the Employer shall go through the proper chain of command in order as follows: General Foreman, Area Foreman, Lead Foreman, Foreman and Journeyman.
- (142) An Employer whose business is located outside the jurisdiction set forth in Article II may bring with it one key person to act in a supervisory capacity, but the said supervisor shall not work with the tools of the trade or handle material unless approved by the business manager.
- (143) A General Foreman and Area Foreman shall not be restricted from laying out work, measuring and checking completed work or systems, minor adjustments and performing non-work related tasks. Additionally the above shall apply to a Supervising Foreman who may intermittently perform work related tasks.

Article XIX
Savings Clause

- (144) If any part of this Agreement is declared not valid under law or be suspended pending legal determination of validity, the remaining parts of the Agreement shall remain in full force and effect.
- (145) In the event any part of this Agreement is declared not valid, the parties hereto agree to enter into immediate negotiations, to be consummated within sixty (60) days following written notice of the request for negotiations, for the purpose of achieving satisfactory replacement of the invalid portion of this Agreement. If the parties have not reached agreement within said sixty (60) day period, either party shall have the right to proceed to arbitration pursuant to Article XII (Arbitration) to resolve the replacement language.
- (146) If the Federal Government institutes wage controls in any form and any portion of this collective bargaining agreement is deferred, or cut back, the parties shall meet promptly and, if the action of the Federal Government which caused the deferment or cut back makes it legally permissible to do so, the parties shall attempt to reallocate the monetary equivalent of the deferred or cut back wages to benefits in a manner that complies legally with the action of the Federal Government.
- (147) *If it is not legally permissible to reallocate the deferred or cut back portion, the Employer, shall commence paying the wage and/or benefit rate that was deferred or cut back when and if it becomes legally permissible to do so.*
- (148) If any Employer intends to sell his business, he shall give to the Union notice in writing of the

proposed sale not less than thirty (30) days prior to the closing date of the sale.

- (149) In the event that the cost of the Health and Welfare Plan presently in existence, including all of the coverages and programs, is reduced or eliminated because of governmental action, including but not limited to a National Health Program, the net savings, if any, to Employer attributable to said governmental action shall be diverted and paid to a UA Local 50 Benefit Plan or United Association Plan now in existence. Net savings is hereby defined to be the difference between the cost of the participating Employer's contribution to said Health and Welfare Plan and the total cost to the Employer of the governmental program which caused the reduction in or elimination of the Health and Welfare Plan.

Article XX

Wage Rates and Employer Contributions

- (150) Starting July 1, 2005 through July 2, 2006 the scale of wages and fringe benefits shall be as follows:

Effective	July 1, 2005
Journeyman:	
Base Rate	\$29.88
Health & Welfare	6.74
Local Pension	3.05
National Pension	1.05
**Retirement	4.00
Apprenticeship	.55
International Training Fund	.05
MCAF/Safety	.34
PIPE Fund	.30
NWO Bldg Disaster Fund	.01
Total Wage	\$45.97

**** Employer contributions to a variable retirement plan in the following employment classifications shall cause an increase or reduction in the base rate to maintain the appropriate total wage and shall be as follows:**

- Class A:** The contribution rate shall be \$4.00/hr for members of United Association for less than two (2) years
- Class B:** The contribution rate shall be \$4.50/hr for members of United Association for less than three (3) years
- Class C:** The contribution rate shall be \$5.00/hr for members of United Association for less than four (4) years
- Class D:** The contribution rate shall be \$5.50/hr for members of United Association for less than five (5) years
- Class E:** The contribution rate shall be \$6.00/hr for members of United Association for more than five (5) years

Employees may change their retirement fund classifications only upon referral to a new employer or as of the first day of any subsequent calendar quarter. Any change in employment classification shall be to the participant's appropriate employment classification or to any other lower classification. Any eligible employee that fails to complete the form provided by the Trustees shall be placed in Class E.

Apprentices shall not be assigned to any of the foregoing employment classifications and shall not be eligible to change their employment classifications. All other members of the United Association will be allowed retirement fund classifications in accordance with IRS requirements for defined contribution plans.

Effective dates of wage increases:

Plus (+) an additional increase as of July 3, 2006 in the amount of \$1.83 to the Journeyman regular per hour rate; with a set aside of \$.20 to the

Health and Welfare Fund and \$.05 to the PIPE Fund (if the PIPE Contribution is matched by the MCA)

Plus (+) an additional increase as of July 2, 2007 in the amount of \$1.83 to the Journeyman regular per hour rate; with a set aside of \$.20 to the Health and Welfare Fund and \$.05 to the PIPE Fund (if the PIPE Contribution is matched by the MCA)

Contract expires at midnight June 29, 2008

- (151) Foreman rates are calculated on a percentage basis:

Foreman = journeyman rate + 10%

Area and Lead = journeyman rate + 15%

General Foreman = journeyman rate + 20%

- (152) Apprentice rates are calculated on a percentage basis of the journeyman rate per apprentice's period:

1 st Period	45%
2 nd Period	50%
3 rd Period	55%
4 th Period	60%
5 th Period	65%
6 th Period	70%
7 th Period	75%
8 th Period	80%
9 th Period	85%
10 th Period	90%

Retirement Fund shall be paid on apprentices as follows:

1 st & 2 nd Period	None
3 rd & 4 th Period	50%
5 th & 6 th Period	60%
7 th & 8 th Period	70%
9 th & 10 th Period	80%

(153) Deductions -- All Employees

All fringes and deductions are based on hours paid; except Plumbers and Pipefitters National Pension Fund which shall be paid on hours worked.

Union Dues	---	3% of gross wages plus \$.69/hr. on hours paid basis
Credit Union	--	Amounts optional
United Way	---	Amounts optional

(154) Monday through Friday -

The first 2 hours before or after the regular eight (8) hour work day are paid at the rate of 1½ times the regular rate of pay. Double time is paid after 10 hours of work.

Saturday -

The first 8 hours are paid at the rate of 1½ times the regular rate of pay. Double time is paid after 8 hours of work.

Sunday and Holidays -

Double time is paid for all work.

(155) Deductions from the above wage increases shall be at the discretion of the Union to increase the contributions to the Pension Plan, Welfare Plan, and/or Retirement Plan and to increase or decrease the deductions to the Dues Deduction Plan.

(156) Any such change in the wage rate and contributions to the Pension, Welfare, Retirement and/or Dues Deduction Plans shall

amend this agreement and become effective upon the date requested by the Union, providing the Employer is given a 30 day written notice of such change prior to the effective date of the wage increase.

- (157) On or before May 1st of each year, the Joint Apprenticeship Committee will determine the need for an increase of up to \$.05/hr. to the Apprenticeship Fund for additional management support for journeyman and apprentice training.

Article XXI
Additional Direct Pay Items

- (158) When an employee is required to move from one job site to another during a working day, the employee shall receive the IRS acceptable mileage rate (safe harbor) for each mile traveled with a minimum payment of \$4.00, except when the means of transportation is provided by the Employer.

- (159) Employees covered by this Agreement who are sent outside the geographical jurisdiction as herein defined will be paid transportation costs, travel expenses, and/or subsistence allowances in an amount mutually satisfactory, when such employees are so sent by the Employer. The Employer shall also make all necessary payments and contributions as outlined in this Agreement. In the event the Employer and employee cannot agree, the business agent or business manager of the Union will be consulted.

- (160) High Risk Pay, consisting of five percent (5%) over the applicable rate of pay shall be paid to:

- (161) employees working at a height of forty (40) feet or more from the ground to the working platform, on swing stages, open steel, toothpicks, ladders,

bosun chairs and scaffolds where a free fall is possible;

- (162) employees working in ditches of a depth of ten (10) feet or more to the invert of the pipe; and
- (163) employees working where special protective devices or equipment such as respiratory equipment, acid-resistant clothing, heat resistant clothing or scuba gear are required.
- (164) On projects located within the downtown Toledo area where no parking facilities are provided, the Employer shall, upon presentation of a receipt, pay a maximum of (\$6.00) per day for each employee on the project for whom transportation is not provided.

**Article XXii
Fringe Benefits**

- (165) GENERAL PROVISIONS - The Employer acknowledges, accepts and agrees to be bound by the Northwestern Ohio Plumbers & Pipefitters Health and Welfare Plan Trust, the Northwestern Ohio Plumbers & Pipefitters Pension Plan and Trust, the Northwestern Ohio Plumbers & Pipefitters Retirement Plan and Trust, Plumbers & Pipefitters National Pension Fund, and Northwest Ohio Piping Industry Labor Management Cooperation Committee (hereinafter the "Plans"), and all documents of the plans. The Employer acknowledges and agrees that copies of the Trust Agreements, and plans and documents of the Plans have been made available to it for its review and inspection prior to the execution of this Agreement and shall be available to it during the term of the Agreement.
- (166) The Employer shall also be bound by the terms, provisions and conditions of all rules,

regulations, resolutions and amendments thereto promulgated by the Trustees of the Plans in accordance with the aforesaid Trust Agreements, whether currently existing or promulgated during the term of this Agreement.

- (167) The Employer hereby accepts the designation of the Employer Trustees of the Plans and any successor Trustees appointed in accordance with the provisions of the Trust Agreements.
- (168) The Employer acknowledges that the Plans provide coverage and benefits to and the Employer is obligated to make contributions for and on behalf of all its employees who are members of the collective bargaining unit represented by the Union, without regard to membership in the Union.
- (169) The participating Employers and the Union further acknowledge and agree that the Trustees shall have the sole and exclusive authority to determine the rules of eligibility to participate in said plans and the benefits and coverages to be provided therein. No person shall have a vested right to participate in any Plan nor to receive any benefits or coverages from any Plan except as expressly stated therein.
- (170) CONTRIBUTIONS - The Employer shall contribute to the Plans for every employee covered by this Agreement at the rates of contributions specified in Article XX.
- (171) Reporting Forms - The Employer shall report to the Administrative Manager of the Plans for all covered employees for the month on forms provided by the Trustees of the Plans. It shall be the obligation of the Employer to have and use the official reporting forms. If the Employer maintains his payroll records and information on computer or other electronic equipment and

desires to use and submit the required information in the form printed out by the computer or other electronic equipment, the Employer may use and submit such forms other than official reporting forms; provided, however, the Trustees shall have the right to reject such forms if they are not consistent or reconcilable with the official form. The reports shall be on a calendar month basis, unless otherwise, agreed upon in advance by the Trustees and the Employer, subject to the provision below.

- (172) Time of Payment of Contributions - The Employer shall remit his contributions and the reporting forms to the Administrative Manager of the Plans at the location specified by the Trustees of the Plans on or before the twentieth (20th) day of the month following the month for which the contributions are due. If the Employer remits his payment by mail and the envelope is posted with a postage stamp, and the stamp is canceled by the U.S. Postal Service on or before the twentieth (20th) day of the month following the month for which the contributions are due, it shall be deemed to have been paid timely, regardless of the date of actual receipt. If the Employer remits his payments by mail and his envelope is posted with an office postage meter, the payment must be received by the twentieth (20th) day of the month following the month for which the contributions are due (or the first business day thereafter) to be deemed paid timely. If the Employer causes the contributions and the reporting forms to be personally delivered to the Plan's Administrative Manager at the Plan Office such delivery shall be receipted by the Plan's Administrative Manager, and, if received on or before the twentieth (20th) day of the month following the month for which contributions are due, it shall be deemed timely.

- (173) On the first business day following the twentieth (20th) day of the month following the month for which contributions are due, the Administrative Manager of the Plans shall notify by telephone and confirm by letter to the offices of the Association the names of the Employers who are represented by the Association who have not yet remitted their proper fringe benefit contributions for the month. In the event the Administrative Manager fails to notify the Association as aforesaid, no liquidated damage assessments shall be imposed on the delinquent Employers.
- (174) Remedies in the Event of Late Payments - In the event that the Employer has not remitted the entire amount of the contributions due and owing to the Plan and filed the official report form by the due date as herein provided:
- (175) The Employer shall be liable to the Trustees of the Plans for liquidated damages in such amount as shall be established by the Trustees of the Plans by a promulgation of Rules and Regulations, in accordance with the Trust Agreements. The Trustees shall notify the Employer of all promulgations of Rules and Regulations establishing and revising the liquidated damage charges, any terms, conditions and provisions thereof in advance of the enforcement thereof; but by acceptance and participation in this Agreement, the Employer shall be bound by such promulgations on and after their effective dates. Provided, however, that in no event shall the liquidated damages assessment for any single Employer for any single calendar month exceed Six Thousand Dollars (\$6,000.00) and provided, further, that the first time an Employer is late in the payment of all fringe benefit amounts in a current calendar year and then not for more than three (3) working days, the liquidated damage assessment shall be waived. In the case of the credit union

deduction, the amount of the liquidated damage assessment shall be added to the employees' account; otherwise said assessment shall become a part of the respective Plans.

- (176) The Employer shall be liable to the Trustees of the Plans for reasonable attorney's fees and court costs actually expended by the Trustees to enforce the said Employer's compliance with the provisions of this Agreement.
- (177) The Employer shall be liable and responsible to its employees covered by this Agreement for any losses resulting therefrom from loss of benefits, coverages or otherwise.
- (178) Notwithstanding any other provision of this Agreement, the aforesaid are cumulative and are exclusive of any rights or remedies the Union may have to take such lawful action as it deems necessary and appropriate, including, but not limited to, withholding employees and picketing, until all delinquent contributions are made, all reports are filed, and the provisions of paragraphs (175), (176), and (177) hereof are complied with, after an officer of the Union has given twenty-four (24) hours notice to the Employer of such delinquency.
- (179) Any employee upon notification that their Employer is delinquent in fringe benefit fund payments shall be denied access to fund benefits if the employee continues to work for the delinquent Employer.
- (180) Bonding Security for All Employers - An Employer shall secure a payment bond from a bonding company licensed to do business in Ohio and approved by the Trustees or their designee according to the following schedule:

Employees Employed	Face Value of Bond
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Up to 5 Employees	\$15,000.00
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Add, per each additional employee	\$3,000.00
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- (181) **Alternative Compliance with Bonding Requirements** - If an Employer is unable to obtain a bond in the amount required above or until an Employer is able to obtain additional bonding coverage for additional employees or the Employer desires to, said Employer may, as an alternative to the bonding requirements, deliver to the Administrative Manager of the Plans a bank check, certified check or cash in the amount of the required bonding coverage. The Administrative Manager shall cause the cash deposit to be placed in an interest bearing account at a commercial bank or savings and loan association in Lucas County, Ohio. The cash deposit and any earnings thereon shall be drawn upon for any deficiency in contributions to the Plans and/or deduction accounts and/or any assessment of liquidated damages as aforesaid. When an Employer delivers the requisite bond(s) to the Administrative Manager, any cash deposits shall be returned to it with interest accrued thereon less any amounts previously withdrawn in accordance with this section. If an Employer ceases to be a party to this Agreement, or any successor or extension of this Agreement, upon a final payroll audit or twelve (12) months later, whichever shall first occur, the amount of the cash deposit, plus interest which has accrued on the deposit, less any delinquency contributions, deductions of liquidated damages, shall be returned to it.
- (182) **Deductions** - The participating Employers shall deduct, upon thirty (30) days advance written notice from the Union, those amounts which the

Union has voted upon to be the current dues deductions and working assessments for every employee who has signed and provided to the Employer a dues deduction or working assessment authorization form for Local 50 of the *United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada*. All dues deductions and working assessments shall be in force from the date of hire.

- (183) Such deductions by check shall be made payable to The Trust Company of Toledo as depository and shall be transmitted to The Trust Company of Toledo-Trustee, FBO Northwestern Ohio Plumbers and Pipefitters Benefit Plans, P.O. Box 936, Toledo, Ohio 43697-0936 no later than the 20th day of the month following the month for which the deductions are due. Delinquent contributors shall be subject to such liquidated damages as stated above.
- (184) **Credit Union Deduction Payment** --The participating Employers shall deduct an amount (at the employee's option) for deposit in the Local 50 Credit Union for every employee who has signed and provided the Employer a credit union deduction authorization form.
- (185) The credit union deduction shall be remitted weekly. *Such deductions by check shall be made payable to Local 50 Credit Union and shall be transmitted to the Local 50 Credit Union; Suite C, 7570 Capel Blvd, Northwood, OH 43619-1084, no later than Employer's next following pay day for which deductions are due.* If the employer is delinquent, the liquidated damages shall be 2 ½% compounded weekly of the amount unpaid deposited directly into the employee's account, provided the employer may appeal to the PIPE Committee for a review of the circumstances.

- (186) **Employer Delinquency Control** -The Trustees of the Plans may establish payroll audit programs, which shall be binding upon the parties. The Trustees shall also have the right to determine who shall bear the cost of the audit. The Trustees shall notify the Employer in writing of their desire to audit and allow sufficient notice for the Employer to make available in its premises those payroll records and other records, reports and data reasonably necessary to conduct the audit in accordance with generally accepted accounting principles. The Trustees and their agents and employees shall conduct the audits at such time and place and manner as to minimize the inconvenience to the Employer, and they shall preserve the confidentiality of all information as obtained.
- (187) **Additional Provisions** - It is acknowledged and agreed by the parties that upon the making of all contributions required of it by this Agreement, the Employer's liability shall be and is hereby expressly limited to the payment of contributions to the Trust Funds and no more.
- (188) In the event that the parties hereto desire to alter the allocation of funds from the overall economic wage package negotiated by the parties and reflected in this Agreement, to increase or decrease the amount of money being contributed to the Plans or deductions, they may do so upon the express conditions precedent that:
- (a) The Trustees of the affected Plan acknowledged and agreed in writing;
 - (b) notice of the alteration in allocation is given in accordance with Article XX of this Agreement.

(189) PLUMBERS AND PIPEFITTERS NATIONAL
PENSION FUND -

Revised Standard Form of Participation
Agreement

The 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.*

- 1a) Commencing with the first day of July, 1994, *and for the duration of the current Collective Bargaining Agreement between the 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 in each classification in accordance with Article XX of the Collective Bargaining Agreement.*

Any classification of Employees who are *excluded from the Plan pursuant to good faith bargaining and for who contributions are not required shall not participate in the Plan. Persons in such excluded classifications shall not be considered "Employees" for the purposes of the Plan and this Standard Form of Participation Agreement.*

- b) The Employer shall make the contributions *set out in Article XX of the Collective Bargaining Agreement for each hour or portion thereof, for which an Employee is paid or entitled to payment for performance of duties for the Employer. (Each overtime hour shall be counted as one regular hour for which contributions are payable.)*

- c) Contributions set out in Article XX of the Collective Bargaining Agreement shall be paid starting with the Employee's first day of employment in a job classification covered by the Collective Bargaining Agreement.
 - d) The Employer shall continue contributions to the Fund for any compensated Employees who were previously covered by the Fund as members of the bargaining unit and who are continuing to perform work of the type covered by the Collective Bargaining Agreement for at least half of their hours with the Employer. It is understood that the Employer may not make contributions on behalf of an Employee who owns, or whose spouse owns, 10% or more of the corporation unless it signs and abides by a participation agreement covering such owner Employees. It is also agreed that the Employer shall not make contributions to the Fund on behalf of any Employees other than those specified herein.
2. 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, the Employer hereby acknowledges receipt of a copy of the Restated Agreement and Declaration of Trust in effect when this Agreement is signed.

3. 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.
4. 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 contributions have been made on behalf of all Employees covered by the Plan.
5. 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, any 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 procedures or

the "no-strike" clause provided under the Collective Bargaining Agreement.

6. The parties agree that this Participation Agreement shall be considered a part of the Collective Bargaining Agreement between the undersigned parties.
7. The expiration date of the present Collective Bargaining Agreement between the undersigned parties is July 1, 2008. Copies of the Collective Bargaining Agreements 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 of participation of the Employer.

(190) **Mechanical Contracting Administrative Fund -** Each Employer shall pay to the Mechanical Contractors Administrative Fund the amount stipulated in Article XX for each hour paid to each employee of the Employer within the bargaining unit. Six (6) cents per hour will be used exclusively for administration of Employer safety programs and employee safety education.

(191) Such payments by check shall be made payable to The Trust Company of Toledo-Trustee, as depository and shall be transmitted to The Trust Company of Toledo - Trustee, P.O. Box 936, Toledo, Ohio 43697-0936 no later than the 20th day of the month following the calendar month in which the work was performed. Reporting forms shall be furnished by the Trustees of the Mechanical Contracting Administrative Fund to the Employers. Delinquent contributors shall be subject to such liquidated damages as the Trustees of the Fund may prescribe from time to time.

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- (192) In no event shall the foregoing provisions of this Section be subject to or suitable for grievance and arbitration under this Agreement.
- (193) The Trustees of the Mechanical Contracting Administrative Fund shall comply with all present and future Federal laws governing the same.
- (194) The Union shall have no participation or control of any kind or degree whatever, nor shall the Union be connected in any way with the Mechanical Contracting Administrative Fund.
- (195) The Employer Association, party to this Agreement agrees to defend, indemnify and hold harmless the Union from any and all claims made against it arising out of the establishment and existence of the Fund.
- (196) The Employers have the option to increase the MCAF each year.
- (197) **Joint Apprenticeship Fund** - Each Employer shall pay to the Apprenticeship fund the amount stipulated in Article XX for each hour paid to each employee of the Employer within the bargaining unit. Such payments by check shall be made payable to The Trust Company of Toledo - Trustee as depository and shall be *transmitted to The Trust Company of Toledo - Trustee, FBO Northwestern Ohio Plumbers and Pipefitters Benefit Plans, P.O. Box 936, Toledo, Ohio 43697-0936*, no later than the 20th day of the month following the calendar month in which the work was performed. Reporting forms shall be furnished by the Trustees of the Joint Apprenticeship Fund to the Employers. Delinquent contributors shall be subject to such liquidated damage assessments as the Trustees of the Joint Apprenticeship Fund may prescribe from time to time.

- (198) **Northwest Ohio Piping Industry Labor Management Cooperation Committee Fund -** Each Employer shall pay to the Northwest Ohio Piping Industry Labor Management Cooperation Committee Fund the amount stipulated in Article XX for each hour paid to each employee of the Employer within the bargaining unit. Such payments by check shall be made payable to The Trust Company of Toledo - Trustee as depository and shall be transmitted to The Trust Company of Toledo - Trustee, FBO Northwestern Ohio Plumbers and Pipefitters Benefit Plans, P.O. Box 936, Toledo, Ohio 43697-0936, no later than the 20th day of the month following the calendar month in which the work was performed. Reporting forms shall be furnished by the Trustees of the Northwest Ohio Piping Industry Labor Management Cooperation Committee Fund to the Employers. Delinquent contributors shall be subject to such liquidated damage assessments as the Trustees of the Northwest Ohio Piping Industry Labor Management Cooperation Committee Fund may prescribe from time to time as well as this Collective Bargaining Agreement. Having duly registered the name Piping Professionals and Employers (PIPE) with the Ohio Secretary of State, for terms of clarity PIPE and PIPE Committee shall refer to this fund throughout this agreement.
- (199) Any Employer not paying MCAF/Safety, PIPE or any other Fund or Deduction provided for in this Agreement shall pay the equivalent hourly amount(s) as a contribution into the Joint Apprenticeship Fund.

Article XXIII
Additional Conditions of Employment

- (200) The Employer shall remit on or before the due date as specified in the pertinent statutes of the

State of Ohio the payments required or permitted by the Ohio Bureau of Unemployment Compensation, the Industrial Commission and Bureau of Worker's Compensation, in order to secure and maintain the employees' benefits thereunder. The meaning and intent of this clause is that no employee covered by this Agreement shall work for an Employer who fails to secure, or after securing allows to lapse, the full unemployment and industrial benefit coverage provided for under such Ohio law.

- (201) Employers whose principal offices are located outside the territorial jurisdiction of the Union shall make payments for unemployment compensation to the Ohio Bureau of Employment Services and workers' compensation payments shall be made to the Ohio Bureau of Workers' Compensation. Local income taxes shall be paid to the taxing agency.
- (202) State income tax shall be paid to the State where the employee resides, unless the Employer does not reside in Ohio or Michigan, in which event said tax shall be paid to the State where the job site is located. In this regard, employees shall execute the following form:

(STATE) NON-RESIDENT

I, (Name - please print) do hereby certify that my true and real address is as follows: (Address - please print) and my wages earned with the (Name of Company) are not subject to State of (Name of State) income tax.

(Signature)
(State)
(Social Security Number)

**Article XXIV
Termination For
Non-Association Employers**

- (203) The Union will notify the appropriate Association which is signatory to this Agreement of the name and address of any Employer who becomes signatory to or bound by this Agreement during the term of this Agreement. The notice shall be given in writing within seven (7) days of the time any such Employer becomes signatory or bound hereto. The notice shall include a copy of the signature page of the contract or the assent card and, if not noted thereon, a statement of the date the contract or assent card was signed or the date the Employer became bound.
- (204) Within seven (7) days of the receipt of a notice from the Union of its intent to terminate or modify this Agreement, the Association will notify all such Employers of whom the Association has been notified by the Union. Each such Employer shall have thirty (30) days from the date the Association received the notice of intent to terminate or modify to advise the Union in writing of its intent to negotiate separately for a renewal agreement.
- (205) In the event any such Employer fails to advise the Union of its intent to negotiate separately within the time period set forth above, such Employer shall be deemed and presumed to agree to such terms and agreement arrived at in negotiations between the Union and the Association and to be bound by the Collective Bargaining Agreement resulting therefrom.
- (206) The provisions of this section shall operate for successive Collective Bargaining Agreements until such time as the Employer or Union gives timely notice that said party desires to negotiate separately. Said notice shall be given within the

time periods provided in the termination clause of this Agreement or any successive Collective Bargaining Agreement.

**Article XXV
Included Schedules**

- (207) Included with and made a part of this Agreement are SCHEDULE "A", a description of the jurisdiction of work covered by this Agreement; SCHEDULE "B", rules pertaining to the joint labor/management-administered training programs for apprentices and journeymen as promulgated by the Toledo Joint Apprentice Committee of the Plumbing-Pipefitting Industry; and SCHEDULE "C", the Work Rules of the Union as recognized and acquiesced by the Employer as enforceable by the Union.

**Article XXVI
Length Of Agreement**

- (208) This Agreement shall be in full force and effect from July 1, 2005 to and including June 29, 2008, and from year to year thereafter unless either party notifies the other in writing at least sixty (60) days prior to the date of expiration that a change in the terms is requested; provided, however, that both parties may mutually agree to alter or amend this Agreement at any time.

The undersigned Employer and Union reaffirm:

1. Their obligation to comply with this current Agreement;
2. Their adoption of the pension, retirement, health and welfare, PIPE, and apprentice training trust agreements referred to in this Agreement; and
3. Their agreement that the trustees of such trusts are authorized to act on their behalf so long as such trustees act lawfully.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

For Labor

Thomas Joseph
David Lake
Owen Sherman
Robert Spencer III
Jeffrey Vanderhorst

For the Association

Chris Bayes
Stephen Dunbar
Kevin Gray
Rick Hodges
William Rudolph
Ronald Sheahan

SCHEDULE "A"

The following is the jurisdiction of work of the Union which shall be done exclusively by members of the Union within the geographical limits as defined in the agreement of which this Schedule is a part.

1. All piping for plumbing, water, waste, floor drains, drain grates, supply, leader, soil pipe, grease traps, sewage and vent lines.
2. All piping for water filters, water softeners, water meters and setting of same.
3. All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the equipment mentioned above.
4. All water services from mains to buildings, including water meters and 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, and equipment in bath and washrooms, shower stalls, etc.
8. All bathroom, 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 lead lining for x-ray rooms, nuclear installations, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipefitting industry.
11. All fire stand pipe, fire pumps, pressure and storage tanks, valves, hose racks, fire hoses, cabinets and accessories, and all piping for sprinkler work of every description.
12. All block tin coils, carbonic gas piping for soda fountains and bars, etc.
13. All piping for railing work and racks of every description, whether screwed or welded.
14. All piping for pneumatic cleaning systems of every description.
15. All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil or gas used in connection with railway cars, railway motor cars and railway locomotives.
16. All marine piping and all piping used in connection with ship building and shipyards.
17. All power plant piping of every description.
18. The handling, assembling and erecting of all economizers, super-heaters, regardless of the mode or method of making joints, hangers, and erection of same.
19. All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc.
20. All soot blowers and soot collecting piping systems.

21. The setting, erecting and piping for all smoke consuming and smoke washing and regulating devices.

22. The setting and 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.

23. The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers and all piping for same in power houses, distributing and boosting stations, refrigeration, bottling, distilling and brewing plants, heating, ventilating and air conditioning systems.

24. All piping for artificial gases, natural gases and holders and equipment for same, chemicals, minerals and by-products and refining of same for any and all purposes.

25. The setting and erecting of all underfeed stokers, fuel burners and piping, including gas, oil, power fuel, hot and cold air piping, and all accessories and parts of burners and stokers, etc.

26. All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.

27. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, and mixing devices, and piping thereto of every description.

28. The setting, erecting and piping of all cooling units, pumps, reclaiming systems and appurtenances, in connection with transformers and piping to switches of every description.

29. All fire extinguishing systems and piping, 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 grating 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, refrigerating, ice making, humidifying, dehydrating, by any method and the charging and testing, servicing of all work after completion.
34. All pneumatic tube work and all piping for carrying systems by vacuum, compressed air, steam, water or any other method.
35. All piping to stoves, fire grates, blast and heating furnaces, ovens, driers, heaters, oil burners, stokers and boilers and cooking utensils, etc., of every description.
36. All piping in connection with central distributing filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorination and chemical treatment works, and all underground supply lines to cooling wells, suction basins and aeration basins.
37. All process piping for refining, manufacturing, industrial and shipping purposes of every character and description.

38. All air piping of every description.
39. All temporary piping of every description in connection with building and construction work, excavating and underground construction.
40. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduit and boxes used in connection with the 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 pipefitting industry.
44. Laying out, cutting, bending and fabricating of all pipe work of every description by whatever mode or method.
45. All methods of stress relieving of all pipe joints made by every mode or method.
46. The assembling and erecting of tanks used for mechanical, manufacturing or industrial purposes, to be assembled with bolts, packed or welded joints.
47. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipefitting industry.

48. The operation, maintenance, repairing, servicing and dismantling of all work installed by journeymen members of the Union.

49. All piping for cataracts, cascades; i.e. (artificial waterfalls), makeup water fountains, captured water, water towers, cooling towers and spray ponds used for industrial, manufacturing, commercial or for any other purposes.

50. The adjusting and servicing of all heating and/or cooling devices that are the jurisdiction of the United Association, except for factory trained representatives or trained experts whose supervision may be requested by the owner, architect, engineer or Employer.

51. All control devices, either pneumatic or electric used to regulate or control a system installed by the U.A.

SCHEDULE "B"

SECTION I Standards

A. The Plumbing-Heating-Cooling Contractors Association of Northwestern Ohio, Inc. and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, Local 50, realizing the great and growing need for qualified, trained mechanics in the Plumbing and Pipefitting Industry, established a formal apprenticeship system on August 3, 1939.

B. The Standards for the apprenticeship system established on that date, and revised from time to time to keep abreast of current legislation and social conditions, are hereby made a part of the Labor Agreement and, except for the conditions set forth in Article VIII of this Agreement, the current standards as revised and promulgated by the Joint Apprentice Training Committee (JATC) shall govern the application, selection, processing, employment,

advancement, training and all other matters pertaining to apprentices.

- C. Copies of the current edition of the apprenticeship standards shall be available for inspection at the apprenticeship school, the office of UA Local 50, the offices of the management association, the Apprenticeship Information Center, The Ohio State Apprenticeship Council, the Ohio State Employment Services office in Toledo, the local office of the U.S. Department of Labor, Bureau of Apprenticeship and Training and other locations such as deemed proper by the JATC.
- D. All applicants to the apprenticeship program shall, when making application to the program, read and signify understanding of these standards and agree to abide by the terms and conditions of these standards of this Labor Agreement.
- E. The individuals organized by UA Local 50 without regard to minimum standards will be tested under the auspices of the JATC and based upon that evaluation will be placed in the appropriate apprentice classification. Such admission of individuals shall be without regard to age, disability, national origin, race or sex.

SECTION II

Joint Apprentice Training Committee

- A. There has been established a Joint Apprentice Training Committee composed of eight (8) members, four (4) of which shall represent management and four (4) of which shall represent the Union.
- B. The Committee shall select from its membership a chairman and a vice-chairman who shall retain their right of voice and vote, with the offices held in alternate years by management and union

representatives. The Committee shall also select a secretary who need not be a member of the Committee.

- C. Four (4) members of the Committee shall be deemed necessary to constitute a quorum provided management and union representatives are in equal number.
- D. The Committee shall establish such additional rules and regulations as shall be necessary for efficient administration of the apprenticeship program.
- E. The Committee shall be charged with the full responsibility for all decisions concerning the program and affected individuals participating as Employers, Employees, Applicants, Students, Instructors and/or Administrators.

SECTION III Non-Discrimination

The selection of apprentices under this program shall be made from qualified applicants on the basis of qualifications alone and without regard to race, creed, color, sex, national origin, age or occupationally irrelevant physical requirements in accordance with objective standards which permit review after full and fair opportunity for application. This program shall be operated on a completely non-discriminatory basis and shall not in any way be in contravention to applicable federal and state statutes, directives and executive orders regarding equal employment opportunity.

SECTION IV Expense

Any expense incurred and approved by the Committee in carrying out the provisions of these standards will be borne by the local Joint Apprenticeship Fund.

SECTION V Apprentices

- A. Applications for admission to the apprenticeship program shall be made at the offices of the apprentice school.
- B. Employers who wish to employ apprentices shall make application to the Committee through the office of UA Local 50.
- C. All apprentices whose applications are approved by the Committee shall sign (and if a minor, his parent or guardian with him) an apprenticeship indenture agreement which shall also be signed by the Committee before starting employment or training.

SCHEDULE "C" Union Work Rules

- 1. Whenever a member is unemployed at the trade, he must report such a fact to the business agent. No member shall solicit work at the trade.
- 2. No member shall accept employment at the trade from an Employer who is not a contractor recognized by the Local unless authorized by the Union Organizing Committee. This section shall not prohibit a member from doing work on his own property.
- 3. No members shall do any work at the trade which is a violation of any State, City or Local Government Code.
- 4. No member shall accept employment from an Employer who fails to comply with the terms and conditions of apprenticeship employment as adopted by the Joint Apprenticeship Committee and approved by the Local unless authorized by the Union Organizing Committee. Under no circumstance may a member remain on a job where

an apprentice who has failed to register is employed.

5. No member will permit himself to be loaned by his Employer to another Employer.
6. The minimum wage received by any member shall be that set forth in the Collective Bargaining Agreement between the Union and the Employer. No member shall accept employment from any Employer who proposes to pay less than such minimum unless authorized by the Union Organizing Committee.
7. If any member fails to receive his full wages from an Employer as prescribed, and the Union has been notified thereof, no member will be allowed to work for such an Employer until such wages have been paid in full.
8. A member shall carry his dues card at all times and show it when requested by a fellow member.
9. It shall be an offense for any member to report on the job in an intoxicated condition.
10. A member shall show his wages received at the trade when requested by a fellow member.
11. A member who is unemployed shall not remain around any job or shop. A member who is unemployed shall be allowed to police any job at any time, not to exceed one (1) hour per day, provided, however, the Employer shall not be liable in any manner to any member who polices the job.
12. All piping of any description set forth by the United Association as its jurisdiction shall be done by members of the United Association.

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13. Any member working outside the Local's jurisdiction shall be governed by the rules and regulations of the Local, unless there is a United Association local in the area where the work is being performed.
 14. Any member attempting to deprive another member of his good standing in the Local by frivolous charges or to deprive him of employment with personal or malicious intent, or to supersede him in any manner, shall commit a chargeable offense against the Local.
 15. No member shall antagonize any member or threaten them with punishment at the hands of the Local or any of its affiliated bodies.
 16. It is the duty of any member aware of a violation of these rules to report such violation in writing immediately to the Business Manager or Agent, Financial Secretary-Treasurer or Executive Board, and failing to do so will himself be deemed guilty and ordered before the Executive Board.
 17. No member shall come from an outside job site to replace a member already working on the job for the sole purpose of working overtime.
 18. Starting time shall be at the gates and quitting time at the gate.
 19. All tool cribs at the job site shall be manned by UA Local 50 journeymen or apprentices only.
 20. All work shall be performed in a workmanlike manner.
 21. The provisions of any labor relations contract, duly executed between the Local and an Employer, shall take precedence over these Working Rules.

The following are Memoranda of Understanding agreed to by the parties in connection with the negotiations for this Agreement:

Memorandum Of Understanding

- (209) In connection with the negotiations for the 1987 collective bargaining agreement, it was the intent of the parties that when unscheduled overtime is worked, the Employer shall follow the provisions of Article IX - Referral Procedure provided, however, the Employer shall have the right to work an employee in a lower priority grouping if none of the employees in a higher priority grouping are classified to perform the unscheduled overtime in question.

Memorandum Of Understanding

- (210) In the case of governmental intervention, it is agreed the contractors and the Union will re-open negotiations for the exclusive purpose of reallocation of funds at times other than the anniversary dates.

Understanding Of Intent

- (211) It is the intent and commitment of UA Local 50 that once a job has been auctioned and not filled in the hiring hall, the Employer shall have the right to directly contact any unemployed member of UA Local 50 to fill the position prior to the following day's auction.

Market Recovery Addendum

- (212) The intent of this addendum is to recover work for UA Local 50 members and their union signatory contractors on work in predominantly non-union markets or areas presently using a predominantly non-union workforce. The UA Local 50 Labor Management Committee shall exercise exclusive control in identifying the

markets and/or areas in which this addendum may be used. The addendum shall run concurrently with the Master Agreement and may be dissolved by either party at the conclusion of this Agreement. Abuses of this addendum may result in the denial of its use for that particular contractor. All conditions and terms contained in the Master Agreement which are not revised, altered, or eliminated by the addendum shall remain in full force and effect for the work performed under this addendum. Once an Employer accepts this addendum the Employer automatically becomes bound to the Master Agreement.

- (213) Scope of Work: Trainees shall be allowed to perform general cleanup, demolition, excavation work and such duties which may be required, provided they shall not mount or install any plumbing fixtures, pumps, or any other equipment. However, they may assist a journeyman with the aforementioned duties. They shall not cut, fit, thread, or join pipe in any fashion. They shall not perform any welding whatsoever.
- (214) A ratio of 1 trainee to the first 2-10 journeyman and/or apprentices shall be established with a ratio 1 trainee for every 10 journeymen and/or apprentices thereafter. At no time shall the number of trainees exceed the number of apprentices unless there are no apprentices available.
- (215) The trainee shall be dispatched by UA Local 50 from those who have made application to the Piping Industry Training Center.

Pay shall be as follows:

First Year - 35% base rate of BT Journeyman +
Residential Healthcare Plan

Second Year -40% base rate of BT Journeyman +
Residential Healthcare Plan

- (216) Under the terms of this addendum it is agreed that the Employer can seek the lowest bid for subcontracting to recover the work provided the Employer must offer the appropriate union *subcontractor the opportunity to competitively win the work.*
- (217) Under the sole discretion of the UA Local 50 LMC the ratio of trainees may be adjusted on a per project basis for general demolition, cleanup or other significant circumstance.

Memorandum of Understanding

- (218) Beginning on or before May 1, 2005, and every May 1st thereafter, the PIPE Committee will determine the need for an increase of up to \$.05/hr. to the PIPE Fund for additional support for promotion of the industry.

Memorandum of Understanding

- (219) Beginning on September 1, 2002 and every September 1st thereafter, every contractor will be reviewed to ensure compliance with the bonding provisions put in place by this contract. Any contractor may request a review of their bond status throughout the duration of this contract. Also, the Funds reserve the right to check on any contractor which has a large increase in manpower during the interim.

Memorandum of Understanding

- (220) Recognizing the importance of rising Health care

costs to the fund, the parties agree:

- 1.) The Health and Welfare Board of Trustees will provide employees the opportunity, by adjusting the base rate, to elect graduated amounts that can be contributed to individual supplemental reserve accounts. Employees may change their elections upon new hire and on October 1st of each year.
- 2.) The Health and Welfare Board of Trustees will also create a fund for the specific purpose of subsidizing retiree health and welfare coverage provided the fund will not guarantee future benefits or encumber obligations beyond the amount of money available for benefits.

Both of these provisions are subject to applicable laws, IRS rules and agreement by the Health and Welfare Board of Trustees.

Memorandum of Understanding

- (221) It is the intent of this memorandum to insure a trained and qualified workforce. Starting with this contract (2005) forward a minimum of 6 hours and up to 8 hours of continuing education will be required and shall consist of at least a 2 hour substance abuse class and a 4 hour safety refresher course. Up to an additional 2 hours of continuing education may be approved by the PIPE Committee. The employee shall complete this training outside of normal hours and shall receive a stipend and/or other compensation as determined by the PIPE Committee. The Association will provide instructors, class materials, and a facility at its expense. Classes will be offered on a regular basis convenient for the member. Members will obtain the required training by July 1 of each year beginning in 2006.

Memorandum of Understanding

(222) Whereas the Mechanical Contractors Association of Northwest Ohio and UA Local 50 recognize the hazards of drugs and alcohol in the construction workplace, and whereas the parties agreed to adopt the GLCA substance abuse program to be implemented on an industry wide basis, the parties now agree to the following terms and conditions.

I. UA Local 50 Member Responsibility

UA Local 50 members are required to participate in the GLCA substance abuse program and comply with training requirements included in the Governor's Executive Order #2002-13T for a drug free workplace, as a condition of referral. Members who test positive for prohibited substances would be subject to the terms of the GLCA policy. Additionally other sites or facilities may have higher requirements or penalties for testing failure.

II. Employer Responsibility

Employers will pay for the cost to obtain the drug test and will reimburse employees a stipend for time required to obtain the test if the employee is required to do so on his/her own time. The contractor shall also implement, through their own company policy, the GLCA substance abuse program, as a minimum, on all non-bargaining unit employees servicing the piping industry, and working in UA Local 50's jurisdiction.

III. MCA / Contractor Responsibility

The MCA / Contractor is responsible for documentation and employee receipt for reimbursements from the PIPE Committee. The receipt would be valid for 1 year.

IV. PIPE Committee Responsibility

The PIPE Committee is responsible for reimbursing the employer for the actual test costs of all drug tests and the stipend for drug testing of their

existing bargaining unit employees. In addition the PIPE Committee will reimburse the employer for payments made to new employees referred from the hall that tested while unemployed.

V. Employee Compensation -- Drug Testing

Employees called to have a regular and/or random test done when the collections are to be done on site or during working hours shall continue to receive wages and fringes from their employer for the time spent to test. The employee shall receive a stipend from their employer at two times the journeyman base rate for each regular test required if outside normal working hours. The stipend would not include benefits and would not be subject to the overtime conditions of the collective bargaining agreement. Employees called to have a random test done when the collections are to be done on the employee's own time off site, shall have 24 hours from the time of notice to complete the test on the employee's own time. The employer shall provide the stipend equal to two times the journeyman base rate payable at the next available payroll date and would not report it on the monthly payroll report. This shall be in lieu of wages and fringe benefit contributions.

Employers, requiring an employee to do post accident, or for cause testing, will continue to pay the employee's wages and fringes. If the employee fails the test after the post accident or for cause screening, wages for the time required for testing shall not be required. In addition any employee who becomes non-current in the program due to a positive test or failure to test shall not be entitled to a stipend for the test in which they became non-current.

Scenarios

1. The employer sends its employees to take testing at an on site facility or during working hours. Each

employee is entitled to regular wages and fringes per contract for time required. The PIPE Committee will reimburse the contractor for the actual cost of the test and the equivalent of the stipend.

2. The employer informs an employee, a random test is required from a medical laboratory to be performed outside of working hours. The employee has 24 hours to complete test and is entitled to a stipend of 2 hours pay at the journeyman base rate (no fringes) after completion due at the next pay period. The PIPE Committee will reimburse the contractor for the actual cost of the test and the stipend.
3. While on the out of work list, the employee takes a drug test Upon hire at a new employer, the employee turns in a receipt for the completed drug test. The employer pays the employee a stipend of 2 hours pay at journeyman base rate (no fringes) for the drug test. The PIPE Committee will reimburse the employer for the cost of the tests and the stipend.

Fabrication Shop Addendum

- (223) The intent of this addendum is to remain a viable force in fabrication work for UA Local 50 members and their union signatory contractors. The implementation of this addendum shall require the employer be designated a Commercial Pipe Fabrication Shop. The addendum shall run concurrently with the Master Agreement and may be dissolved by either party at the conclusion of this Agreement. All conditions and terms contained in the Master Agreement which are not revised, altered, or eliminated by the addendum shall remain in full force and effect for the work performed under this addendum. Once an Employer accepts this

addendum the Employer automatically becomes bound to the Master Agreement.

There shall be established a metal trades helper whose duties are described in detail as follows:

1. The unloading, handling, placing into stockpiles or bins the piping, valves, fittings, etc. which will be fabricated into assemblies or formations and the loading of piping and materials on railroad cars or trucks.
2. The operation and swamping of all cranes, for lift trucks, trucks and all other shop handling equipment.
3. Operation of all pre-heat and stress relieving equipment.
4. Threading and grooving of pipe.
5. All cutting and beveling of pipe to length.
6. Grinding, cleaning, blasting, painting, marking of pipe, plugging ends, and protecting valves, piping, etc.
7. Making and installing pipe and flange end protectors.
8. General cleanup.

One metal trades helper shall be allowed for every seven (7) journeymen and/or apprentices working in the Fabrication Shop provided there is at least one (1) apprentice employed in the Fabrication Shop. The metal trades helper shall be dispatched by UA Local 50 from those who have made application to the Piping Industry Training Center.

Pay shall be:

1 st Year	The base rate shall be 45% of the Commercial/Industrial Journeyman's wage rate on the check plus residential health insurance.
2 nd Year	The base rate shall be 50% of the Commercial/Industrial Journeyman's wage rate on the check plus residential health insurance plus 50% of Class A Retirement.

3 rd Year	The base rate shall be 55% of the Commercial/Industrial Journeyman's wage rate on the check plus residential health insurance plus 50% of Class A Retirement.
4 th Year	The base rate shall be 60% of the Commercial/Industrial Journeyman's wage rate on the check plus residential health insurance plus 50% of Class A Retirement.

Toledo Maintenance Agreement

An Addendum to the UA Local 50 Plumbers and Pipefitters Agreement

For The Performance of Repair, Replacement, Maintenance And Renovation Work

- (224) This addendum was entered into on the 21st day of May, 1984, and amended from time to time thereafter, by and between MCA on their behalf and on behalf of the signatory contractors, all hereinafter referred to as "Employer", and the UA Local 50, hereinafter referred to as the "Union".
- (225) This addendum is hereby incorporated into and made a part of the current collective bargaining agreement between Mechanical Contractors Association of Northwestern Ohio, Inc. and The United Association, Local 50, Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada (hereinafter referred to as the "Master Agreement"). All conditions and terms contained in the Master Agreement which are not revised, altered or eliminated by this addendum shall remain in full force and effect for the work performed under this addendum. Once an Employer becomes bound to this addendum, the Employer automatically becomes bound to the Master Agreement. This addendum shall run concurrently with the Master Agreement and when the Master Agreement terminates, the addendum shall automatically terminate.

TMA Article I
Purpose

- (226) The purpose of this addendum is to set out uniform conditions for the pursuit of repair, replacement, maintenance, and renovation work, to establish and maintain harmonious relations between all parties to this addendum, to secure optimum productivity and to eliminate strikes, lockouts or delays in the performance of work undertaken by the Employer.

TMA Article II
Scope of Agreement

- (227) This addendum shall apply to all maintenance, repair, renovation and replacement work performed by the Employer within the local union geographical jurisdiction signatory to the addendum. This addendum represents the complete understanding of the parties, and the Employer shall not be required to sign any other maintenance agreement with the Union. Neither party is required to render a performance not set forth in this addendum.
- (228) Maintenance shall be defined as any work performed of a renovation, replacement, repair or maintenance character within the limits of a plant property, or other locations related directly thereto.
- (229) The word "repair", used within the terms of this Agreement and in accordance with maintenance, is work required to restore by replacement of parts of existing facilities to efficient operating condition.
- (230) The word "renovation," used within the terms of this Agreement and in connection with maintenance, is work required to restore by

replacement or by revamping parts of existing facilities to efficient operating condition.

- (231) The word "replacement," used within the terms of this Agreement in connection with maintenance, is work required to modify, supplement, efficiently update existing facilities.
- (232) The term "existing facilities," used within the terms of this Agreement is limited to a constructed unit already completed and shall not apply to any new unit to be constructed in the future, even though the new unit is constructed on the same property or premises.
- (233) This agreement does not cover work performed by the contractor of a new construction nature, in which event said work shall be done in accordance with the existing building construction agreement.
- (234) The working conditions and hours of employment herein provided have been negotiated by the Union exclusively with representatives of the Employer.

TMA Article III Referral

- (235) The UA Local 50 Hiring Hall referral procedures shall prevail provided such provisions or practices shall be applicable if not in violation of State or Federal law.

TMA Article IV Relationship with Owner

- (236) Notwithstanding anything stated elsewhere herein, it is understood and agreed that this addendum does not establish:

- (237) any employer-employee relationship between Owner and Union and any person represented by the Union;
- (238) any rights of Employer against Owner (the entire contract between Employer and Owner shall be contained outside this addendum).

TMA Article V Management Rights

- (239) The Union agrees that the Employer is responsible to perform work required by the Owner. Therefore, the Employer has the complete authority for the management of the work forces for all work performed under this addendum. This authority includes but is not limited to:
- (240) Plan, direct and control the operation of all work.
- (241) Decide the number and classification of employees and crew sizes required for the work. A maximum crew size of 10 workers per foreman.
- (242) Determine the number of and to name the foremen and to require foremen to work with their tools when in the Employer's opinion this is advisable.
- (243) Require all employees to observe the Employer's and/or Owner's Job Rules, Security and Safety Regulations not inconsistent with this addendum. These Job Rules and Regulations shall be read, understood and acknowledged by each employee's signature if required by owner at the time of employment.
- (244) Discharge or discipline employees for proper cause.

- (245) Assign and schedule work at its sole discretion and determine when overtime will be worked. Whenever overtime occurs on any job site, priority will be given to those members of the bargaining unit working on said job site.
- (246) Utilize any safe work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment.
- (247) The Union understands the importance of keeping operating equipment and Owner's facilities running at all times. The Union also understands that the loss of production and the cost of repairs together create a great loss to the Owner. Therefore, the Union will encourage and advise the employees to exhaust every effort, ways and means to perform work of good quality and quantity. The Employer and the Union recognize the necessity for eliminating restrictions and promoting efficiency and agree that no rules, customs or practices shall be permitted that limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform. In certain circumstances involving safety, security or compliance with governmental procedures, it may be necessary for the Owner or his agents to instruct or communicate with the craftsmen.
- (248) It is understood by the Employer and agreed to by the Union that employees of the Employer will perform the work requested by the owner without having any concern or interference with any other work performed by any owner's employees who are not covered by this addendum.
- (249) Both parties agree to the maximum feasible utilization of sub journeymen within the

jurisdiction of a craft, provided such classification exists in the local agreement of that craft and in accordance with the provisions of said agreements.

TMA Article VI Work Rules

- (250) Security procedures for control of tools, equipment and materials are solely the responsibility of the Owner and Employers.
- (251) Work practices not a part of the terms and conditions of this addendum will not be recognized.
- (252) Slowdowns, standby crews and featherbedding practices are prohibited.
- (253) All foremen will remain with their crews and supervise such crews in the performance of their duties. Foremen will not absent themselves from the area where their crews are working unless their presence is required elsewhere as directed by their respective Employers.
- (254) Employees shall be at their reporting location at starting time and quitting time. The reporting location will be designated by the Employer. All employees do not necessarily start and quit at the same location. Employees will not travel from their reporting location to the checkout point on Employer's time providing the distance is not beyond one-half mile or a ten minute walk in or out.
- (255) There shall not be organized breaks during working hours. Employees may be permitted to have personal thermos bottles for non-alcoholic beverages at their work place.

TMA Article VII
No Strikes - No Lockouts

- (256) There shall be no strikes, picketing, work stoppages or slowdowns of any kind, for any reason, against the Employer during the effective dates of this addendum. The Employer may discontinue any and all work performed by any other individual Union if such work is impaired due to the absence of members of the striking union. However, a Union shall have the right to withdraw its members from the project if any amounts owed to its members as wages are not paid when due or if any amounts owed as fringe benefits remain unpaid after written notice to the Employer.
- (257) There shall be no lockout or threats thereof by the Employer except as provided in Paragraph (256) above.
- (258) Nothing in this addendum shall be construed to limit or restrict the right of any of the parties to this addendum to pursue fully any and all *remedies available under law in the event of a violation of this TMA Article.*

TMA Article VIII
Grievance Procedure

- (259) It is specifically agreed that in the event any disputes arise out of the interpretation or application of this addendum, excluding questions of jurisdiction of work, the same shall be settled by means of the procedure set forth herein. No such grievance shall be recognized unless called to the attention of the Employer by the Union or to the attention of the Union by the Employer within five (5) working days after the alleged violation was committed.

- (260) Any grievance or dispute arising between the parties to this Agreement shall be promptly adjusted through the following steps:
- (261) First Step -- The grieved party shall first attempt settlement through the Union Steward or the Business Manager or Agent and the Job Supervisor. If the Union Steward or Business Manager or Agent and Job Supervisor are unable to resolve the grievance or if no settlement is reached within five (5) working days after the Union Steward or Business Manager or Agent brings the matter to the attention of the Job Supervisor, the Union may process the grievance to the second step.
- (262) Second Step -- Failing to settle the dispute at the First Step, the grievance shall be heard by the Union Business Manager or Agent and a top level management representative at a mutually agreeable date, not more than five (5) working days after the conclusion of the First Step.
- (263) Third Step -- Failing to settle the grievance at the Second Step, the grievance may be processed further by the grievance being reduced to writing and submitted to the Employer representative and the Union representative of the Labor Management Committee (hereinafter "LMC") and the Employer involved in the grievance. The Employer representative and the Union representative of the LMC shall schedule a date to hear the grievance within ten (10) days from the date the grievance was submitted to the LMC. The LMC shall be composed of ten (10) individuals, five (5) Employer representatives and five (5) Union representatives. Six (6) persons, three (3) Employer representatives and three (3) Union representatives shall constitute a quorum. The Employer representatives and Union representatives shall each have a

combined total of five (5) votes. After hearing the evidence, the LMC shall decide the grievance by majority vote. The decision of the LMC shall be issued within seven (7) working days of the hearing, and the decision shall be *final and binding*.

**TMA Article IX
Arbitration**

- (264) If the LMC fails to decide the grievance by a majority vote, the grievance may be submitted to arbitration. The request to proceed to arbitration must be sent to the Employer representative and the Union representative of the LMC and the Employer involved in the grievance within seven (7) working days from the LMC decision. Upon receipt of the request for arbitration, the parties shall endeavor to agree upon a mutually acceptable neutral arbitrator. If mutual agreement cannot be reached within seven (7) days after receipt of the request for arbitration, either party may request that the Federal Mediation and Conciliation Service submit to the parties a panel of five (5) arbitrators. The parties shall then alternatively strike names from the list of the arbitrators until one name remains and that person shall be the neutral arbitrator.
- (265) The decision of the arbitrator shall be final and binding upon both parties. The decision of the arbitrator shall not be contrary to, amend, add to or eliminate any of the provisions of the Agreement. All costs for the arbitrator will be paid by the losing side.

**TMA Article X
Jurisdictional Disputes**

- (266) There will be no strikes, no work stoppages or slowdowns or other interferences with the work because of jurisdictional disputes.

- (267) In recognition of the work jurisdictional claims, it is understood that the assignment of work and the settlement of Jurisdictional Disputes with other Building Trades Organizations shall be handled in accordance with the procedure established by the Plan for Settlement of Jurisdictional Disputes in the Construction Industry or any successor agency of the Building and Construction Trades Department. There shall be no work stoppage because of Jurisdictional Disputes.

TMA Article XI Union Representation

- (268) Authorized representatives of the Union shall have access to jobs where employees covered by this Agreement are employed, provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established by the owner.
- (269) The Union shall select potential stewards from the Building Trades Journeymen on the project to be agreed upon by both the Union and Employer. A steward may be appointed for each shift in the same manner. The steward shall, in addition to his work as a journeyman, be permitted to perform during working hours such duties for the Union as cannot be performed at other times. It is agreed such duties shall be performed as expeditiously as possible, and that the Employer will allow the steward a reasonable amount of time for the performance of such duties. The Employer shall not discriminate against the steward in the proper performance of the steward's union duties. The steward shall not leave the work area without first notifying the appropriate supervisor and receiving his

approval, such approval will not be unreasonably withheld.

- (270) At no time shall there be a non-working steward.
- (271) The steward shall be notified of all employee transfers, new hires, layoff, and discharges. His duties shall not include hiring and termination, nor shall the steward cause any interference with work progress. The steward shall not perform supervisory duties. The steward shall have the right to receive complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor.
- (272) It will be necessary to assign a steward to work when one or more members of that craft or work crew are required to work overtime. In order for the steward to work such overtime the steward must be qualified to perform the work being undertaken during the overtime period. Otherwise, a temporary steward may be appointed.
- (273) The steward shall not be subject to layoff or transfer until the crew size falls below 6 employees, except by mutual consent. The Employer still retains the right to discharge the steward for proper cause to the same extent as other employees provided the Union shall be given notice before a steward is terminated.
- (274) Each steward shall be concerned with the employees of the steward's Employer and not with the employees of any other Employer. Stewards shall not have the right to determine when overtime shall be worked or to interfere with any other management functions of the Employer.

- 275) Where the Owner's personnel may be working in close proximity to other activities covered by this addendum, the Union agrees that under any and all conditions Union representative, stewards and individual workmen will not interfere in any manner with the Owner's personnel or with the work which is being performed by the Owner's personnel.

TMA Article XII
Wage Rates and Payday

- 276) Wage rates, fringe benefits and miscellaneous funds will be as negotiated and paid in accordance with local collective bargaining agreements.
- 277) Wage premiums or allowances for purposes of this addendum including but not limited to hazard pay, acid pay, high or low work, clothing allowance, use of special equipment or other similar premiums shall not be applicable to this addendum.
- 278) No subsistence, travel allowance, mileage or pay for travel time will be paid to any employee.
- 279) After the Employer's operation has commenced, no subsequent change in wages will become effective except to the extent that any such change in wages or working conditions shall have been agreed upon and in accordance with the effective date agreed upon in negotiation between the local union and the recognized bargaining agency of contractors.
- 280) Wages will be paid weekly by check on a designated day during working hours and in no case shall more than three (3) working days pay be held back in any one payroll week.

TMA Article XIII
Meal Allowance

- (281) When an employee is required to work more than two (2) hours of unscheduled overtime beyond his regularly scheduled shift, the Employer will arrange either to have him receive a meal or pay him \$5.00 in lieu of the meal. This provision will be repeated after each four (4) hours of overtime thereafter.

TMA Article XIV
Day Work Schedules

- (282) The standard work day shall be an established consecutive eight (8) hour period between the hours of 7:00 a.m. and 5:00 p.m. exclusive of a thirty (30) minute lunch period. Forty (40) hours per week shall constitute a week's work, Monday through Friday inclusive.
- (283) In the event a jobsite is shutdown due to weather conditions or one of the designated holidays fall during the week and the job is currently working 5 eight (8) hour days, the employer may work four (10) hour days without overtime provisions provided the employee can work 4 eight (8) hour days and not be penalized. At no time shall Saturday be worked as a make-up day for straight time.
- (284) When the job conditions dictate a change in the established starting time and/or a staggered lunch period on certain work of the project or with individual crafts, the Employer and the Union must mutually agree to such changes.
- (285) PROVISIONS FOR FOUR (4) TEN HOUR WORK DAYS - By mutual consent of the union and the contractor, an optional 4 day work week shall be established at 10 hours per day at straight time rate. This option will be utilized on a

Monday through Thursday basis only. Friday, Saturday, Sunday and all hours in excess of 10 shall be at the appropriate overtime rate. In the event a jobsite is shutdown due to weather conditions or one of the designated holidays fall during the week, then Friday may be worked as a make-up day provided employees who inform their employer that they do not want to work a Friday make-up day will not be penalized. At no time shall Saturday be worked as a make-up day for straight time.

(286) The optional work day shall be an established consecutive 10 hour work period between the hours of 6:00 a.m. and 6:00 p.m. for 1st shift. Second shift shall start between the hours of 4:00 p.m. and 7:00 p.m., the second shift wages rate shall be 10 hours of pay (including fringes) plus a \$.25 per hour premium for 9½ hours worked. Should an employee be tardy or leave early, the Employer will compensate the employee for the full 10 hours pay, including the appropriate shift additive, less those hours not worked.

(287) Any employee reporting for employment on his first day of hire shall receive pay for 10 hours work provided he arrives at job site within 1 ½ hours of normal dispatch time.

(288) Any employee, after being hired and reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the base rate of wage, unless he has been notified before leaving his home not to report. Any employee who reports for work and for whom work is provided shall receive not less than four (4) hours pay. If more than four (4) hours are worked in any one day, he shall receive not less than ten (10) hours pay. However, when strike conditions make it

impractical for a contractor to put such an employee to work, or where stoppage of work is occasioned thereby, or when an employee leaves work of his own accord, the provisions of this TMA Article shall not apply and wages shall be paid only for hours actually worked.

- (289) The Employer shall provide two (2) rest periods, (coffee breaks) of ten (10) minutes each total at the work station, one in the first five hours and one in the last five hours of each shift.
- (290) All time before and after the established work day of eight hours, Monday through Friday, and all time on Saturday shall be paid for at the rate of time and one-half, except double time shall be paid after 12½ hours of work. All time on Sundays and the holidays stated in TMA Article XVII shall be paid for at the rate of double time.

TMA Article XV Shift Work Conditions

- (291) Shift work may be performed at the option of the Employer. The wage rate for the second shift shall be 8 hours pay (including fringes) plus \$.25 per hour premium for 7½ hours worked. Third shift rate shall be 8 hours pay (including fringes) plus \$.50 per hour premium for 7 hours worked. The basis for which shift rate shall be applicable lies with where the majority of straight time hours are worked. If the majority of hours are worked before 12:30 a.m., second shift rate shall apply. If the majority of hours are worked after 12:30 a.m., third shift rate shall apply. Should an employee be tardy or leave early, the Employer will compensate the employee for the full eight (8) hours pay, including the appropriate shift additive, less those hours not worked.

TMA Article XVI
Composite Crew Provisions

- 292) Employers may perform, at their discretion; work under this addendum with a composite crew consisting of members of those trades whose work jurisdiction is included in the work to be performed by the composite crew.
- 293) The composite crew would perform work only that falls within the jurisdiction of members of the composite crew.
- 294) If additional manpower is required to accomplish specific work, the additional manpower will be drawn from that trade whose jurisdiction covers the work which gives rise to the need for additional manpower.
- 295) If a member of a crew is laid off, the remaining members of the crew shall not perform work recognized as within the jurisdiction of the tradesman who has been laid off until that trade is again represented by the crew.
- 296) The crew shall not perform continuous work of a specific trade for more than three (3) consecutive days. Beyond this time, the Employer is required to add to the crew or replace members of the crew with employees who are members of the Union whose work is being performed for more than three (3) consecutive days.
- 297) When composite crews are assigned to perform work under this addendum, the unions will be informed of the composition of the crew and the scope of work to be performed. The intent of composite crews is to recognize that the conditions which exist in the work covered by this addendum are a departure from the normal building and construction trades traditional work

practices and therefore relies upon the good faith and judgment of the employees and Employer which will provide competitive opportunities.

- (298) If the mechanical contractor has the maintenance contract, supervision for the composite crew will be appointed from UA Loca 50. Composite crews are limited to seven (7) men.

TMA Article XVII Holidays

- (299) The six recognized holidays for the purpose of this addendum shall be: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. When holidays fall on Sunday, such holiday will be celebrated on the following Monday. When holidays fall on Saturday, such holiday will be celebrated on the preceding Friday. There shall be no paid holidays. Double time shall be paid for all work performed on a recognized holiday.

TMA Article XVIII Reporting Time and Call-Ins

- (300) Reporting Pay - When an employee or new hire reports to work for a regular or assigned shift and is not given the opportunity to work because work was not available, and he was not notified before the completion of his previous day's work, he shall be paid two (2) hours reporting time and shall remain at the job site for the two (2) hours, if required by the Employer. If the employee is notified prior to completion of the previous day's work, the employee shall not be paid the two (2) hours.
- (301) When employees start to work they shall be paid for not less than two (2) hours, and if they work beyond the two (2) hours, they shall be paid four

(4) hours, after four (4) hours they shall be paid for eight (8) hours. It shall be the Employer's prerogative whether or not to stop work.

- 302) If an employee refuses to start or stops work of his own volition, the minimum reporting pay set forth herein shall not apply.
- 303) The Union agrees that all employees working under this addendum will participate in required training (if applicable) to obtain and maintain access to a plant at their regular rate of pay if such training is conducted outside work hours in effect at the time such training is required.
- 304) Call-Ins -- A call-in shall be defined as notification to report for work outside an employee's regular shift or regularly scheduled day off or holiday.
- 305) Call-Ins as defined above shall be paid in accordance with one of the following categories:
- 306) A call-in prior to and continuous with an employee's normally scheduled shift shall be paid for on the basis of hours actually worked at the applicable overtime rate.
- 307) When an employee is called in to work at or after the established starting time on Saturday, Sunday, scheduled day off or holidays, he shall be paid not less than four (4) hours at the applicable rate for the day worked except when his call in is prior to and continuous with his normal work hours. All hours actually worked will be at the applicable overtime rate.
- 308) If there is an overlapping of an employee's time from the 5th day to the 6th day, the 6th day to the 7th day or holidays as a result of a call-in from one day to the next, the employee shall be

paid under the four (4) hour plan as outlined in Paragraph (307) above at the applicable overtime rate, but at no time will he receive the four (4) hour guarantee more than once for any call-in.

- (309) On a call-in when guaranteed hours prevail, the employee may be required to work the necessary time guaranteed by the Employer. If an employee shall stop work for reasons of his own and without the approval of the Employer representative, he shall be entitled to pay for the hours actually worked in the day and the four (4) hour minimum condition shall not apply.

TMA Article XIX Tool Rooms

- (310) The Employer and the Union agree that it shall be the Owner's right to maintain and operate a general centrally located tool room and warehouse. The Union agrees that the manpower required for the operation of the centrally located tool room, storehouse or warehouse will, at the Owner's option, be employed directly by the Owner or their Agent.
- (311) If the Contractor establishes tool rooms or storehouses outside the Owner's facility, these will be manned under the terms of the labor agreement.

IN WITNESS WHEREOF, the parties hereto have executed this addendum. (Valid only for signatory Companies)

For Labor

Thomas Joseph

David Lake

Owen Sherman

Robert Spencer III

Jeffrey Vanderhorst

For the Association

Chris Bayes

Stephen Dunbar

Kevin Gray

Rick Hodges

William Rudolph

Ronald Sheahan

Notes:

Notes:

Notes: