

K 9009
1,050 workers

Steamfitters

LOCAL 449

AGREEMENT

between

MECHANICAL CONTRACTORS ASSOCIATION
OF WESTERN PENNSYLVANIA, INC.

and

UNITED ASSOCIATION OF JOURNEYMEN
AND APPRENTICES OF THE PLUMBING
AND PIPE FITTING INDUSTRY OF THE
UNITED STATES AND CANADA,
LOCAL UNION No. 449

June 1, 2000 to May 31, 2005



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AGREEMENT

This agreement is made and entered into between the MECHANICAL CONTRACTORS ASSOCIATION OF WESTERN PENNSYLVANIA, INC. hereinafter referred to as the Contractors Association, on behalf of its members, who are listed on the Schedule attached hereto and future members of the Association who agree to be bound by this Agreement, hereinafter referred to individually as Employer, party of the first part,

AND

the UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA, LOCAL UNION NO. 449, party of the second part.

ARTICLE I

Length and Purpose of Agreement

Section 1.1 This Agreement made this first day of June 2000 shall be effective from June 1, 2000 to May 31, 2005

Section 1.2 This agreement is entered into for the purpose of preventing strikes and lockouts and facilitating peaceful adjustment of all grievances and disputes which may arise between the Contractors Association or its members and Local Union No. 449 and the employees represented by Local Union No. 449 from June 1, 2000 to May 31, 2005. Both parties to this agreement may mutually agree to change or amend any part of this agreement at any time without nullifying the entire agreement.

Section 1.3 It is agreed that neither party will negotiate with or through any other group as to wages or working conditions unless mutually agreed upon in writing by the Joint Industry Committee.

ARTICLE II

Geographical Jurisdiction

Section 2.1 The jurisdictional area covered by this Agreement is Allegheny, Armstrong, part of Greene, Washington and Westmoreland Counties, Pennsylvania.

ARTICLE III
Economic Package

Section 3.1 JOURNEYMEN

Industrial Rate to include industrial power houses, steel mills and chemical plants.

June 1, 2000 — \$1.70

June 1, 2001 — \$1.30

June 1, 2002 — \$1.55

June 1, 2003 — \$1.30

June 1, 2004 — \$1.35

TOTAL — \$7.20

Basic Hourly Wage Rate	\$27.78
Health & Welfare	4.28
Pension Fund	2.25
Retirement Security Fund	2.45
Apprentice Training Fund .....	.35
International Training Fund .....	.05
Industry Fund	<u>.20</u>
Total Package	\$37.36

Payroll Deductions:

Payroll Savings (Credit Union) \$.25 per hour and up in \$.25 increments

Dues Deduction — 3.5% of Gross Wages

Building Development & Allied Funds \$.24 per hour paid.

Market Recovery Dues Fund — \$.15 per hour

Pittsburgh Building Trades — \$.01 per hour

All contributions payable on hours paid, with the exception of the industry fund, which is hours worked.

If the established rates result in a condition which is not in the best interest of the local union, these rates will be waived.

Prevailing Wage Jobs Clause

Prevailing Wage Jobs: When the posted wage/benefit package on a prevailing wage job is less than the negotiated wage/benefit package, the contractor upon written approval from the Union, shall be permitted to pay the posted wage/benefit package.

**Section 3.2 BUILDING TRADES COMMERCIAL
JOURNEYMEN RATE**

June 1, 2000 — \$1.45

June 1, 2001 — \$1.30

June 1, 2002 — \$1.30

June 1, 2003 — \$1.30

June 1, 2004 — \$1.35

TOTAL — \$ 6.70

Basic Hourly Wage Rate	\$26.53
Health & Welfare	4.28
Pension Fund	2.25
Retirement Security Fund	2.45
Apprentice Training Fund .....	.35
International Training Fund .....	.05
Industry Fund	<u>.20</u>
Total Package	\$36.11

Payroll Deductions:

Payroll Savings (Credit Union) \$.25 per hour and up in \$.25 increments

Dues Deduction — 3.5% of Gross Wages

Building Development & Allied Funds \$.24 per hour paid. Market

Recovery Dues Fund — \$.15 per hour

Pittsburgh Building Trades — \$.01 per hour

All contributions payable on hours paid, with the exception of the industry fund, which is hours worked.

If the established rates result in a condition which is not in the best interest of the local union, these rates will be waived.

Prevailing Wage Jobs Clause

Prevailing Wage Jobs: When the posted wage/benefit package on a prevailing wage job is less than the negotiated wage/benefit package, the contractor upon written approval from the Union, shall be permitted to pay the posted wage/benefit package.

Section 3.3 APPRENTICES

The apprentices shall receive the following percentage rate of steamfitter journeyman rate:

1st six months	45% + Health & Welfare
2nd six months	50% + Health & Welfare
3rd six months	55% + H & W + 55% Retirement Security
4th six months	60% + H & W + 60 % Retirement Security
5th six months	65% + H & W + 65% Retirement Security
6th six months	70% + H & W + Full Benefit Package
7th six months	75% + H & W + Full Benefit Package
8th six months	80% + H & W + Full Benefit Package
9th six months	85% + H & W + Full Benefit Package
10th six months	85% + H & W + Full Benefit Package

Payroll Deductions:

Payroll Savings (Credit Union) \$.25 per hour and up in \$.25 increments

Starting third six months — Dues Deduction 2.5% of gross wages

Building Development & Allied Funds \$.24 per hour

Market Recovery Dues Fund — \$.15 per hour

Pittsburgh Building Trades — \$.01 per hour

All contributions payable on hours paid, with the exception of the industry fund, which is hours worked.

**FUTURE INDUSTRIAL RATE INCREASES AND DEDUCTIONS
WILL BE PLACED ON THIS PAGE FOR 2001.**

**FUTURE INDUSTRIAL RATE INCREASES AND DEDUCTIONS
WILL BE PLACED ON THIS PAGE FOR 2002.**

**FUTURE INDUSTRIAL RATE INCREASES AND DEDUCTIONS
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**FUTURE BUILDING TRADES COMMERCIAL JOURNEYMEN
RATE INCREASES AND DEDUCTIONS WILL BE PLACED ON
THIS PAGE FOR 2004.**

Section 3.5 FOREMAN

The following are rates for general foremen, area foremen, and foremen on a given job. To determine the number of foremen, refer to Supervision, page 16.

Foreman—When supervising 2 to 7 men	\$1.50 per hour
Foreman—When supervising 8 to 13 men	\$1.75 per hour
Area Foreman	\$2.25 per hour
General Foreman	\$2.75 per hour

When a general foreman is requested for a given job, the general foreman rate will be based on the number of men employed, but in no case will be below \$2.75 per hour over the steamfitter journeyman rate.

14 men—an area foreman	\$2.25 per hour
a foreman	1.50 per hour
21 men—a general foreman	2.75 per hour
an area foreman	2.25 per hour
a foreman	1.50 per hour
28 men—a general foreman	2.75 per hour
an area foreman	2.25 per hour
2 foremen	1.50 per hour
35 men—a general foreman	2.75 per hour
an area foreman	2.25 per hour
3 foremen	1.50 per hour
42 men—a general foreman	2.75 per hour
an area foreman	2.25 per hour
4 foremen	1.50 per hour
49 men—a general foreman	3.00 per hour
an area foreman	2.25 per hour
5 foremen	1.50 per hour
56 men—a general foreman	3.00 per hour
2 area foremen	2.25 per hour
5 foremen	1.50 per hour
63 men—a general foreman	3.00 per hour
2 area foremen	2.25 per hour
6 foremen	1.50 per hour

70 men—a general foreman	3.00 per hour
2 area foremen	2.25 per hour
7 foremen	1.50 per hour
77 men—a general foreman	3.00 per hour
2 area foremen	2.25 per hour
8 foremen	1.50 per hour
84 men—a general foreman	3.25 per hour
3 area foremen	2.25 per hour
8 foremen	1.50 per hour
91 men—a general foreman	3.25 per hour
3 area foremen	2.25 per hour
9 foremen	1.50 per hour
98 men—a general foreman	3.25 per hour
3 area foremen	2.25 per hour
10 foremen	1.50 per hour
105 men—a general foreman	3.25 per hour
3 area foremen	2.25 per hour
11 foremen	1.50 per hour
112 men—a general foreman	3.50 per hour
4 area foremen	2.25 per hour
11 foremen	1.50 per hour
119 men—a general foreman	3.50 per hour
4 area foremen	2.25 per hour
12 foremen	1.50 per hour
126 men—a general foreman	3.50 per hour
4 area foremen	2.25 per hour
13 foremen	1.50 per hour
133 men—a general foreman	3.50 per hour
4 area foremen	2.25 per hour
14 foremen	1.50 per hour
140 men—a general foreman	4.00 per hour
5 area foremen	2.25 per hour
14 foremen	1.50 per hour
146 men—a general foreman	4.00 per hour
5 area foremen	2.25 per hour
15 foremen	1.50 per hour

Supervision

The selection of general foreman and foreman is solely the responsibility of the Employer. When the Employer requests the Union to furnish a general foreman or a foreman, this request shall be made in writing to the Business Manager of Local Union No. 449. All foremen requested in this manner must work as a foreman on the job for which he has been requested, and when the job is completed he may be retained in any capacity whatever and on whatever job the Employer may desire. The Employer may request either a general foreman or an in-charge foreman, but not both for any one job. The Employer has the right to request a general foreman or an in-charge foreman from the Union by name. If a man requested is unemployed, the Union is obligated to refer such man. This section applies only when the Employer requests the Union to furnish a foreman. The Employer has the right to appoint as foreman any employee represented by Steamfitters Local Union No. 449 who is already working for the Employer, and to return him to his original status upon completion of his duties as foreman.

It shall not be compulsory for a general superintendent of the Employer to be in the bargaining unit represented by Local Union No. 449.

When calculating the number of men on the job, in order to determine the amount of foremen, all members of the Bargaining Unit will be counted, except apprentices, and foremen.

It is understood that a foreman can work with the tools until such time as the ninth steamfitter journeyman arrives on the job. Thereafter, foreman can:

- (a) supervise his assigned crew,
- (b) perform layout and measuring duties,
- (c) sort and distribute fittings and tools,
- (d) unload small quantities of materials and perform other similar tasks without being considered part of the work crew.

The foreman rates will change with each steamfitter journeyman wage increase so as to maintain the same differential.

The appointment of general foremen, area foremen, and foremen is the responsibility of the Employer in keeping with the terms of this Agreement.

The foremen on the job will receive field instructions of the Employer, either from the principal or his designated agent.

The first foreman on each shift on an industrial job will be paid at the general foreman rate. The other categories will be increased accordingly.

When a member of Steamfitters Local 449 is on a medical gas composite crew and there is not a Local Union 449 foreman on site for the contractor he shall be paid foreman's rate (1st man).

Section 3.6 OVERTIME

After regular eight-hour day	Time & One-Half
Saturday	Time & One-Half
Sunday	Double Time
Holidays	Double Time

Scheduled overtime shall be by mutual agreement between the Employer and the Business Manager of Steamfitters Local Union #449.

Section 3.7 HOLIDAYS

For the specific provisions governing holidays, refer to Article XII, Section 12.2.

For the specific provisions governing the economic package, refer to Articles XV, XVI, XVII, XVIII, XIX and XX.

ARTICLE IV

Recognition

Section 4.1 The Employer recognizes the Union as the sole and exclusive bargaining representative for all of its employees in the territorial jurisdiction of the Union as recognized by the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada who performs work under the trade jurisdiction of the said United Association, including general foremen, area foremen and foremen covered by this agreement.

Section 4.2 The Employer will use only journeymen, or journeymen whom it classifies under this agreement as general foremen, on work within the trade jurisdiction of the United Association except as otherwise specifically provided herein in the case of apprentices.

Section 4.3 A journeyman steamfitter shall mean any person as defined in Article X, Section 10.3(a) of this agreement.

Section 4.4 An apprentice shall be a person who is selected by the joint apprenticeship committee and shall be as defined in Article XXV of this agreement.

Section 4.5 A mechanical equipment service and maintenance journeyman shall mean any person as defined in Article VIII, Appendix A, of this agreement.

Section 4.6 A mechanical equipment service and maintenance apprentice shall be a person who is selected by the joint apprenticeship committee and shall be as defined in Article VIII, Appendix A, of this agreement.

ARTICLE V

Union Security

Section 5.1 As a condition of continued employment, all employees covered by this agreement shall (a) be members of the Union in good standing (to the extent of paying the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership) on or after the 30th day following the beginning of their employment or the effective date of this agreement, whichever is later; or (b) until granted membership by the Union, have an application for membership on file with the Union at all times on or after the 30th day following the beginning of their employment or the effective date of this agreement, whichever is later.

An application for membership shall be considered on file with the Union within the meaning of (b) hereof from the time it is delivered to the Union, by mail or otherwise, and until it is revoked by the employee or accepted by the Union.

ARTICLE VI

General Conditions and Outside Contracts

Section 6.1 When an employer secures a contract outside of the territorial jurisdiction of Local Union No. 449, it is hereby understood and agreed that a journeyman from the bargaining unit represented by Local Union No. 449 will be employed on said contract while the job is in progress of construction. The employers obligation under this section shall be waived when the journeyman or foreman selected by the employer for out of town contracts refuses the assignment. The

employer agrees to notify the union if this occurs. The employer's obligation is fulfilled when his outside superintendent is on site either part or full time.

Section 6.2 Employees in a bargaining unit represented by Local Union No. 449 shall not enter into a contract for the installation of any work covered by the trade jurisdiction of the United Association unless it is for the purpose of salting under the direction of the Business Manager.

Section 6.3 No Employer or any member of the firm of said Employer shall perform any work that is within the trade and territorial jurisdiction of Local Union No. 449.

Section 6.4 The word contract used in this article shall include any written agreements for work on a lump sum or percentage basis, hourly or daily basis, fixed fee basis, or per unit basis.

Section 6.5 Each member of the Contractors Association covered by this Agreement shall be a heating, piping, refrigeration and/or air conditioning contractor as hereinafter defined in Section 6.6 of this Article.

Section 6.6 A heating, piping, refrigeration and air conditioning contractor shall mean any person, firm, corporation, partnership, association, trust or trustee who:

a. is engaged in the heating, piping, refrigeration, and/or air conditioning business; and

b. possesses the general qualifications by technical training and experience in the industry to direct properly the installation of heating, piping, refrigeration, and air conditioning systems and parts thereof; and

c. is regularly engaged in selling and installing systems and parts thereof for steam and hot water heating, refrigeration, pneumatic tube, hydraulic, air, oil, gas, gasoline, vacuum, boiler wash systems, thermostatic heat regulation, boilers, stokers, air conditioning systems and/or all industrial process piping or other piping systems, or equipment coming within the trade jurisdiction of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada; and

d. has an established place of business and facilities for installing properly the work prescribed herein; or

e. is a specialty contractor doing related work.

ARTICLE VII

Trade or Work Jurisdiction

Section 7.1 All pipe must be cut and threaded by journeymen at the shop or on the job, either by hand or machine. All pipe must be cut, threaded, grooved and otherwise prepared for mechanical and welded applications as well as fabricated by members of Local Union 449 except mill length pipe which is agreed to be random lengths of 21 feet plus or minus one foot and 42 feet, plus or minus one foot from the mill, supply house or manufacturer.

Section 7.2 Fitting must be made by journeymen at the shop or on the job at the option of the Employer.

Section 7.3 All acetylene, electric and other forms of welding in conjunction with the work coming within the trade jurisdiction of the United Association shall be performed by journeymen as defined in this Agreement.

Section 7.4 The Employer will furnish welding gloves and welding sleeves. Method of distribution will be worked out by the Joint Industry Committee.

Section 7.5 The Employer may have welded boiler headers fabricated by manufacturers regularly engaged in this class of work who employ journeymen represented by Local Union No. 449. It is understood and agreed that if the Employer is equipped to fabricate this class of work, then the work is to be performed by journeymen, as defined in this Agreement, who are in his employ.

Section 7.6 All hanger rods shall be cut on the job site or in the shop by members of Local Union 449.

Section 7.7 In the wrecking and dismantling of mechanical systems, the work of the fitter is:

FOR INDUSTRIAL WORK:

(a) The disconnecting of parts, components, or sections of an altered system, from the section of the system that will remain.

(b) The handling and storage of the disconnected parts or components that will be reinstalled under the contract.

(c) The handling and removal of disconnected parts, components or sections of an altered system to one area in the building so designated by the general contractor or owner, when such work is in the scope of the mechanical contract.

FOR COMMERCIAL AND INSTITUTIONAL WORK:

(a) Removal of isolated system from its original in place position does not require the use of members from the bargaining unit.

(b) The disconnecting, handling, and storage of the disconnected parts and components of an altered system that will be reinstalled under the contract is the work of the bargaining unit.

Section 7.8 All hangers or pipe supports that are fabricated shall be done by the members of Steamfitters Local Union 449 with the exception of catalog items and hanger components.

Section 7.9 Members of Local Union #449 will assist the Equipment owners Representative and/or Employees in the assembly and disassembly of cranes and lifting equipment owned, leased or rented for the purpose of hoisting materials and/or equipment that is in the jurisdiction of Steamfitters Local #449.

ARTICLE VIII

Jurisdictional Disputes Clause

Section 8.1 Subject to the provisions herein, all jurisdictional disputes not resolved by the parties shall be submitted for final and binding arbitration to the Impartial Jurisdictional Disputes Board for the Construction Industry (hereinafter "Board"), or any successor thereto adopted by the Building & Construction Trades Department of the AFL-CIO and participating employers. Provided that all unions involved in such jurisdictional dispute and all employers with whom those unions have collective bargaining agreements have also submitted to the jurisdiction of, and have agreed to be bound by all decisions of the Board when those employers are involved in a jurisdictional dispute. In the event any union claiming work jurisdiction from an employer signatory to this agreement, has a collective bargaining agreement with any employer which does not provide for settlement of jurisdictional disputes by the Board, then the parties to this agreement shall not be subject to the jurisdiction of or be bound by decisions of the Board involving such unions. In the event the above proviso is complied with, the parties hereto agree to and accept, and shall be bound by, the rules, regulations and procedures of the Board or its successor as in effect from time to time.

The parties to this Agreement pledge to promote the establishment of a local plan for resolution of jurisdictional disputes to be known as

"The Pittsburgh Plan for Settlement of Jurisdictional Disputes," patterned after existing local plans in Boston, Chicago and New York.

Section 8.2 No employee in the bargaining unit represented by the Union shall be required to cross picket lines or to enter upon the premises of any struck Employer, unless specifically directed to do so by an authorized agent, of the Union; and where an employee refuses to cross a picket line or enter upon the premises of a struck Employer, unless directed to do so by an authorized agent, it shall not constitute a cause for discipline, nor shall it be considered a breach of this Agreement.

ARTICLE IX

Grievance Procedure

1. There shall be established a Grievance Committee consisting of six members. Three of such members shall be selected by the Contractors Association and three members shall be selected by Local Union No. 449. Vacancies occurring on such committee shall be filled by the Contractors Association or Local Union 449 as the case may be.
2. During the term of this Agreement should any differences or disputes arise between the Contractors Association and/or an Employer, and the Union, or any of its members employed by an Employer, involving any matter relating to questions or interpretations, meaning, application or compliance with any of the provisions of this agreement, with the exception of jurisdictional disputes, there shall be no suspension of work, strike or lockout on account of such differences but they shall be settled in accordance with the procedures established as follows:

Step 1: The grievance shall initially be handled by the aggrieved employee or employees and representatives of Local 449 with a Company representative within two days after the alleged occurrence. Saturdays, Sundays and Holidays excluded. If the matter cannot be settled within three working days, it shall be reduced to writing and submitted to Step 2.

Step 2: The Executive Director of the Contractors Association and/or his representative and the Business Manager of Local Union 449 and/or his representative, and the Employers Representative shall meet within five working days of the receipt of the written grievance. If no agreement is reached at said meeting, the matter shall be referred to the Grievance Committee.

- Step 3:** The Grievance Committee will meet within three working days. At the meeting of the Grievance Committee, both parties to the dispute shall be permitted to present any evidence regarding the dispute which they desire. A decision of the Grievance Committee shall be final and binding upon both parties. If the Grievance Committee is unable to reach a decision, they shall immediately request a panel of arbitrators from the Federal Mediation and Conciliation Service and the parties shall alternately strike names from said panel until one remains and he shall be considered the impartial arbitrator.
- Step 4:** The Arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the provisions of this Agreement insofar as necessary to the determination of the grievances presented. The arbitrator shall not have jurisdiction or authority to add to, detract from or alter in any way provisions of this Agreement.
3. The decision of the Arbitrator shall be final and binding upon the parties.
 4. Any fees, costs or expenses of the Association or the Union shall be borne by the parties to the arbitration.
 5. Failure of any party to the grievance procedure to execute a particular step required of it in the grievance machinery within the time limit allowed (unless extended by mutual agreement between the parties) shall result in forfeit of or acquiescence in, as the case may be, the grievance by the party so failing without prejudice to further grievances of a similar nature.
 6. All independent subscribing employers agree to be bound by the arbitration procedures as set forth herein.
 7. There shall be no strikes, lockouts, cessations of work or slow-downs for any cause and all work shall continue pending a final decision pursuant to the provisions of this Article.

ARTICLE X

Referral and Hiring Procedure

JOB REFERRAL PLAN

Section 10.1 (a) On or after February 23, 1965, the Employer will hire all Building Trades Journeymen, hereinafter called the steamfitters, from qualified applicants referred to the Employer by the Union on a non-discriminatory basis in accordance with this Job Referral Plan.

(b) When an Employer requires a steamfitter, he shall notify the Union stating the starting time, location and approximately duration of the job, the type of work to be performed and the number of steamfitters required.

(c) Such notification shall be made in writing or by telephone, confirmed in writing, to Steamfitters Local Union No. 449, 1517 Woodruff St., Pittsburgh, Pennsylvania 15220, or such other location as the Union may hereafter designate.

(d) Upon receipt of such notification, the Union agrees to furnish qualified and skilled applicants from the "out-of-work" list maintained by the Union.

Section 10.2 (a) The Union shall maintain currently an appropriate "out-of-work" list showing the time and date of the registration of each qualified applicant. Applicants for employment shall file an Application for Registration **within 72 hours after termination of employment excluding weekends and holidays**, in such form as the Union may prescribe, including such data as experience, special skills, educational qualifications, names of former employers, licenses; and other information deemed relevant by the Union. No application need be accepted unless completed in full.

(b) Applicants who are qualified steamfitters shall be registered and enrolled on the "out-of-work" list. It shall be the duty of each registrant to keep the information on his application current and to supply such supplementary information as the Union may require.

(c) In order to be eligible for a referral, a registrant **MUST** sign the "out-of-work" list in person beforehand on the day that the referral is dispatched. Failure to sign the "out-of-work" list in person beforehand shall not affect the registrant's place on the out of work list, but shall render the registrant ineligible to be dispatched to that day's referrals.

(d) Notwithstanding Section 10.2 (c), if a member of the Union is performing authorized picket and/or strike duty on behalf of the Local Union, or other activity on behalf of the Local Union, that individual shall not be required to personally sign the "out-of-work" list for those days that he/she is actually performing picket, strike and/or other duty. Those individuals seeking to be referred on the days on which they are performing picket and/or strike duty shall notify the Union Business Agent in charge of the hiring hall for that particular day of their desire to be referred, and in the event a job is offered to which they would otherwise be entitled to had they been at the hiring hall and

signed the "out-of-work" list, they shall be referred to that particular job, without the necessity of having signed in on that particular day.

Section 10.3 (a) A steamfitter, to be considered qualified and eligible to be registered and enrolled on the "out-of-work" list, shall have completed either a five-year apprenticeship training course as provided for in the present agreement or shall provide adequate proof that he has had at least five years experience working at the trade of journeyman steamfitter and has taken an appropriate examination establishing his qualifications or who passes an appropriate examination establishing the same. The Joint Industry Committee, established by the Mechanical Contractors Association of Pittsburgh, Inc. Agreement shall be the sole judge as to whether or not the examination is appropriate and the applicant has established his qualifications thereunder.

(b) Job referral shall be based on first-in, first-out registration on the "out-of-work" list, except as otherwise herein may be provided.

(c) Bona fide requests by Employers for steamfitters with special skills, such as qualified HVAC-R servicemen, certified welders with Gas Co. or UA certs, etc. will be honored. The Union dispatching official shall dispatch persons possessing such requested skills and abilities in the order which their names appear on the "out-of-work" list. When men with special skills are furnished upon request by the Employer, the requested men must work at this particular skill and on the job for which they were requested. If a welder is requested, he must be tested or used as a welder within five days. If not, he will be retained by the employer as a Steamfitter Journeyman.

Section 10.4(a)

The following definitions shall apply throughout this Job Referral Plan:

"Daily Count" – The number of workdays worked for one signatory Employer since the employee's last layoff date.

"Total Count" – The number of workdays worked for all signatory Employers.

"Workday" – Any weekday excluding Saturdays, Sundays and holidays.

(b) The following procedure shall apply to determine where on the out-of-work list to place a registrant's name:

If the registrant's Total Count is zero, the registrant's name is placed at the bottom of the list. When a registrant's Total Count reaches thirty-one days, the Total Count shall return to zero and the registrant's name shall be placed at the bottom of the out-of-work list. If a registrant's employment was terminated for any reason other than a layoff, the registrant's name shall be placed at the bottom of the out-of-work list.

If the registrant fills out a Layoff Slip before 11:00 A.M., the registrant will be assigned that date as the out-of-work list date, unless the registrant is entitled to an earlier date by the provisions of this Section. If the registrant fills out a Layoff Slip after 11:00 A.M., then the registrant's out-of-work list date shall be the following workday, unless the registrant is entitled to an earlier date by the provisions of this Section.

If the registrant's Total Count is less than thirty-one (31) days, and the Daily Count is less than eleven, then the registrant will receive the out-of-work list date he/she had at the time of the referral to that Employer. The registrant's name will be placed after any other registrants who already hold that out-of-work list date.

If the registrant's Total Count is less than thirty-one (31) days, and the Daily Count is greater than ten (10) days, then the registrant will receive the out-of-work list date he/she had at the time of the referral to that Employer, adjusted one workday downward for each day of the Daily Count over ten (10) days. The registrant's name will be placed after any other registrants who already hold that out-of-work list date.

If a registrant signs up for the out-of-work list within seventy-two (72) hours of his/her layoff, the registrant shall be credited with having signed up on the date of the layoff (or, if the layoff was not on a workday, the last workday immediately preceding the layoff). Registrants who sign up within forty-eight (48) hours of layoff shall be placed below registrants who sign up within twenty-four (24) hours of layoff, and registrants who sign up within seventy-two (72) hours of layoff shall be placed below registrants who sign up within forty-eight (48) hours of layoff.

If as the result of the application of the preceding rules two or more registrants are entitled to have the same out-of-work list date, then the registrants shall be placed in order according to the following considerations:

First. If two or more registrants applying on the same day still qualify for the same out-of-work list date, then they will be placed

on the out-of-work list in the order of their experience in the industry, as measured by their initiation dates, with the earliest date being placed first.

Second. If two or more registrants applying on the same date still qualify for the same out-of-work list date and they have the same initiation date, then they will be placed in the order of their social security numbers, with the earliest number placed first.

If a registrant is terminated and not working and fails to file an Application for Registration within seventy-two (72) hours after termination of employment excluding weekends and holidays, then the registrant shall, upon filing an Application for Registration, be placed at the bottom of the "out-of-work" list. If a registrant is dispatched from the hiring hall, but does not go to the job site, then upon returning to the "out-of-work" list the registrant shall lose one (1) day on his/her work list date. On the second occasion when a registrant accepts a referral but does not go to the job site, the registrant shall upon returning to the "out-of-work" list be placed at the bottom of the "out-of-work" list.

(c) When requested by the Employer, the Union shall refer a former employee to the Employer, provided he was laid off because of weather, lack of supplies, strike, or other circumstances beyond control of the Employer. Such former employee may be requested for return to the Employer from which he/she was laid off within fifteen working (15) days after layoff, provided he/she is unemployed.

(d) Any time that a Steamfitter covered by this Agreement is separated from employment, regardless of the reason, the Employer shall be required to provide the Steamfitter with a written explanation of the reason for the separation from employment, using the form attached to this Agreement titled, "**Notice of Separation of Employment**", (Appendix G). Said Notice shall be provided at the time of separation of employment.

(e) The Employer is vested with the right to relieve employees from duty because of lack of work or other legitimate reasons, to promote suspend, demote, transfer, discipline, or discharge for cause in line with this Agreement. (Appendix G)

(f) It shall be the obligation of a registrant to supply evidence sufficient to satisfy the Union officials concerning the accuracy of any fact asserted by the registrant pursuant to any of the provisions of Sections 5 and 6. Written or other proof may be required by the Union officials, and upon failure of the registrant to supply such proof within

a reasonable time, he shall be considered delinquent, and any rights he may have under Sections 5 and 6 shall be deemed to have lapsed.

Section 10.5 (a) If a registrant is referred to and accepts employment outside the jurisdiction of Local Union No. 449, his position on the "out-of-work" list shall not be affected thereby. This provision shall not apply to registrants who themselves secure employment outside the jurisdiction of Local Union No. 449.

(b) A registrant who has accepted employment outside the jurisdiction of Local Union No. 449 as hereinbefore stated and whose employment has been terminated, shall notify the Union in writing of such termination, in which event his position on the "out-of-work" list shall be reactivated.

(c) A registrant(s) who has accepted employment outside the jurisdiction of Local 449 and is being reimbursed for their fringe benefits at the same rate as described in this agreement, shall have their name(s) removed from the "out-of-work" list.

Section 10.6 The Business Manager of Steamfitters Local Union No. 449 shall be the executive head of the hiring plan and it shall be operated under his direction. He may delegate such of his duties as he deems expedient, subject, however, that the dispatch of applicants to jobs may be made only by him or by such salaried officers of Local Union No. 449 as he may designate.

Section 10.7 At a time a job referral is made, the Union shall issue to the registrant a written job referral slip. No registrant shall go to work for an Employer (as defined in the present collective bargaining agreement) without an appropriate job referral slip, nor shall such an Employer accept for employment a steamfitter without first having received such a job referral slip.

Section 10.8 (a) The Union and the Employer agree that the referral of steamfitters shall be on a nondiscriminatory basis and shall not be based on race, color, creed, national origin, age or sex, or in any way affected by, union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligations of union membership, policies, or requirements.

(b) The Employer retains the right to reject any job applicant referred by the Union *for just cause*. The Employer shall not reject or refuse to employ applicants for referral based on applicant's union membership, race, creed, religion, national origin, sex, age or disability.

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

Section 10.9 A steamfitter registered at the hiring hall who is not a member of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada shall pay monthly to the Union during the period of his registration as his pro rata share of the expense of the support of such hiring plan a sum equal to the rate described in the United Association Constitution.

Section 10.10 An applicant having a grievance or dispute arising out of the operation of this Job Referral Plan shall present his grievance in writing within ten (10) days to the five (5) members of the Union Industry Committee. If this dispute or grievance is not adjudicated to his satisfaction, he may appeal in writing to the Joint Industry Committee. In the event the Joint Industry Committee is deadlocked relative to a dispute regarding this job referral plan, they shall petition the Presiding Judge of the U.S. District Court of Western Pennsylvania to appoint an impartial arbiter whose decision will be binding on both parties. The expenses incurred because of this procedure at the Joint Industry Committee level and thereafter shall be borne equally by the Mechanical Contractors Association and Steamfitters Local Union No. 449.

Section 10.11 The above rules and regulations may be changed from time to time or at any time that the Joint Industry Committee deems it advisable for the operation of this Job Referral Plan but shall not be applicable to Employers under this agreement until such changes are ratified by the Mechanical Contractors Association and Steamfitters Local Union No. 449.

Section 10.12 FOREMEN The selection of general foreman and foreman is solely the responsibility of the Employer. When the Employer requests the Union to furnish a general foreman or a foreman, the request shall be made in writing to the Business Manager of Local Union No. 449. All foremen requested in this manner must be employed as a foreman from the start of a new job and for not less than ten (10) working days. The Employer may request either a general foreman or a in-charge foreman, per shift, but not both for any one job or shift. The Employer has the right to request a general foreman or a in-charge foreman from the Union by name. If a man requested is unemployed, the Union is obligated to refer such a man.

This section applies only when the Employer requests the Union to furnish a foreman. The Employer has the right to appoint as foreman any employee represented by Steamfitters Local Union No. 449 who is already working for the Employer, and to return him to his original status upon completion of his duties as foreman. In the event the job last less than ten (10) working days, the requested employee will return to the hiring hall.

Section 10.13 (a) Before any foreman can replace a worker on unscheduled premium time, all workers on the job site where the unscheduled overtime is needed will be given first priority for that unscheduled premium time.

(b) Before workers (welders, steamfitters) can be transferred from one job site to another job site to work unscheduled premium time, all workers on the job site will be given first priority providing there are adequate welders on the job site.

ARTICLE XI

Transportation Allowances

Section 11.1 Each employee working outside the territorial limits covered by the jurisdiction of Local Union No. 449 shall, at the option of the Employer, (a) board at the place where his work is located, or (b) go to and from his home daily. If (a) is followed he shall receive from the Employer the actual amount of board paid by him, necessary transportation costs in traveling to and from the job, and regular wages for all regular time consumed by him in traveling. If (b) is followed, he shall receive from the Employer all extra traveling expenses actually incurred and shall be paid as follows:

(i) All travel time during an employee's normal work hours shall be paid for as hours worked under this Agreement.

(ii) All travel time before or after an employee's normal work hours shall be paid for at straight time, and such travel time shall not be considered hours worked and the pay therefore shall not be considered as pay for hours worked. In such cases, travel time will begin when the employee leaves territorial jurisdiction of Local Union No. 449 and end when he arrives back in territorial jurisdiction of Local Union No. 449.

(iii) It is the intent of this paragraph that the employee may provide the employer with a personal vehicle when necessary to perform his/her duty in an emergency.

When the emergency occurs, an employee may use his/her personal vehicle for transportation from home to job and from one job to another during the work day to transport tools and materials, under the following conditions:

- a) Obtain permission from Steamfitters Local #449.
- b) Use of personal vehicle to transport tools and materials in event of an emergency to be reimbursed at the rate of \$.325 per mile.

ARTICLE XII

Hours of Work, Holidays, Overtime and Shift Work

Section 12.1 All men, when reporting to shop for materials or instruction, must be at shop or supply house at 8:00 o'clock a.m. and, where possible all lists for material or information desired are to be telephoned to the office in the afternoon previous.

Section 12.2 No work shall be performed on Sunday, New Year's Day, Good Friday, Decoration Day, July Fourth, Labor Day, Veterans' Day,* Thanksgiving Day, Christmas Day, or any day observed as such, but when emergency work must be performed on any of these days, the employee shall be paid double time. When a listed holiday falls on a Sunday, it shall be observed the following Monday.

*Veterans' Day will be observed on the day after Thanksgiving. In recognition of Veteran's Day, any member who wishes to honor Veteran's Day on November 11th may do so, but must notify the contractor.

When parties mutually agree to an established starting time, the standard work day automatically begins for example at 7:00 AM and continues on a 24 hour time frame from 7:00 Am to 7:00 PM. Accordingly, shifts worked from 7:00 AM on Friday until 7:00 PM on Saturday shall be paid at straight time rate of pay overtime extending from such shifts notwithstanding. Time worked from 7:00 AM on Saturday until 7:00 AM on Sunday shall be paid at time and one-half the straight time rate of pay. Likewise time worked from 7:00 AM on Sunday until 7:00 AM on Monday shall be paid at double the straight time rate of pay.

Section 12.3 The standard work day shall consist of eight (8) hours, from 7:00 a.m. to 4:30 p.m., Monday to Friday, with one-half hour for lunch, and if an employee is instructed to work during that period, he

must be paid at the time and one half rate during that period, and these forty (40) hours specified in these five days shall constitute a week's work. Work performed before or after the above-mentioned hours shall be paid for one and one half the hourly times rate (except work described in Section 5 of this Article and Section 1.4(e) of Appendix B, Temporary Operation of a Heating or Cooling System). It is hereby understood and agreed that work shall not be performed before or after the above-mentioned hours unless of an emergency nature. An Employer may use his journeymen in the completion of any operation to work any of several hours overtime; but when overtime work is contemplated or a request to operate a job overtime each day or six (6) days a week, then such jobs shall be reviewed between the Contractor and Local Union No. 449. However, when mutually agreed to between the Union and the Employer, any consecutive eight (8) hour shift from 6:00 a.m. to 4:30 p.m. shall constitute a work day at the regular straight time rate of pay.

When an employee is required to take a welding test or any test for certification, such certification test and the time for taking it shall be paid for by the employer at the prevailing journeyman rate of pay.

All members covered by this Agreement shall be given ample time by the company to clear the premises by the regular quitting time which is 4:30 p.m.

When employees are required to work overtime, the Company representative and the steward on the job will mutually agree as to the time the men shall eat and that each man be given an allowance of \$10.00 meal money, starting with the 11th hour, and each 4th hour thereafter, and such food shall be consumed with a minimum of work interruption.

An employee will be given a 15-minute coffee break in the morning at this station.

(b) Four-Day Work Week. A four (4) day - ten (10) hour work week may be established on any given project(s) under the following conditions:

- 1) A mutual agreement between Contractor and Local #449.
- 2) The work week must begin either on Monday or Tuesday.
- 3) If Monday is agreed to, then any work performed on Friday shall be paid for at time and one-half the regular rate.
- 4) If Tuesday is agreed to, then any work performed on Saturday shall be paid for at time and one-half the regular rate.

5) In any event, all work performed on Sundays or Holidays shall be paid for at double the regular rate.

6) The established four (4) day - ten (10) hour days shall be paid for at the regular rate.

Section 12.4 (a) An employee, after being hired and reporting for work at the regular starting time and for whom no work is available, shall receive pay for two (2) hours at the basic straight time hourly rate of wages, unless he has been notified before leaving his home not to report, and an employee who reports for work and for whom work is available shall receive not less than four (4) hours pay, and if more than four (4) hours are worked in any one day, he shall receive not less than a full day's pay. Exceptions, however, shall be when strike conditions make it impossible to put such an employee to work, or when stoppage of work is occasioned thereby, or when an employee leaves work of his own accord.

(b) An employee reporting for work at the regular starting time at a shop or job, and for whom no work is available due to weather conditions, will receive two (2) hours pay for reporting time. To be eligible to receive such reporting pay, the employee must check in at the job or shop at the regular starting time and remain there for two (2) hours. In order to qualify for the pay provided for in this Article, the employee must remain on the job available for work during the period of time for which he receives pay unless released sooner by the Employer's principal supervisor. After starting to work and work is stopped because of weather conditions, the employee shall receive pay for the actual time on the job, but in no event less than two (2) hours. The Employer shall have sole responsibility to determine availability of work due to weather conditions.

Section 12.5 (a) **Shift Time Conditions.** Eight (8) hours shall constitute a day's work, beginning at 8:00 a.m. and ending at 4:30 p.m., unless otherwise provided by mutual agreement. The day shift work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. The work week for the second shift and third shift shall be established in subsection (b) hereof.

(b) **Shifts.** Employees working the second and third shifts shall receive pay for actual hours worked plus ten (10) percent over and above the basic hourly rate.

1) When shift work is performed it will be paid at 10% for five consecutive days. In the event that less than five days is worked on the night shift, the remaining days up to five days will be paid at 10% on day shift.

(c) **Overtime.** Overtime wage rates on shift work shall be paid for at the applicable overtime rate as stipulated in Article III, Section 3.5.

(d) When there is no seven (7) hour break between shifts the next shift will be paid one and one-half times the regular shift rate as long as employer and employee mutually agree that the member is able to work.

ARTICLE XIII

Payday, Accountability and Termination

Section 13.1 Earned wages for each week shall be paid in full to the employees no later than three work days after the end of the work week.

(a) Each employer covered by this Agreement, agrees to make the necessary payroll deduction in the event that during the term of this Agreement, a Payroll Saving Plan for deposit with the Steamfitters L.U. 449 Credit Union, providing total union membership participates and systemized distribution of signed authorization is effected.

Section 13.2 Brass pickup (accountability) as may be required by the Employer.

Section 13.3 (a) A 4-hour notice of layoff will be given to the Union except where this notification cannot be given because it is beyond the control of the employer.

(b) A 4-hour prior notice will be given by the employee to the employer in event of voluntary termination.

(c) When an employee is laid off or discharged and his pay is delayed overnight, two hours additional pay shall be added to his wages for this inconvenience, except where such layoff is beyond the control of the Employer.

(d) In the event an employee quits or is discharged (fired) the union must be notified before the end of the following business day. Such notification shall include the employee's name, date of termination and whether employee quit or was fired.

(e) The Employer is vested with the right to relieve employees from duty because of lack of work or other legitimate reasons, to promote, suspend, demote, transfer, discipline, or discharge for cause in line with this Agreement. (Appendix G)

ARTICLE XIV

(See ARTICLE III, Supervision)

ARTICLE XV

Retirement Security Fund

Each Employer shall pay to the Retirement Security Plan of the Heating, Piping and Air-Conditioning Industry, as the same has been set up under the Trust Agreement dated June 1, 1967, a sum determined annually by the Union by June 15th of each year which sum shall be consistent with the economic package provided for in articles III and XII. per hour for each hour paid to each man employed by him who is in a bargaining unit represented by Local Union No. 449 at the time such work is performed. The terms and provisions of the Trust Agreement referred to above are herein specifically incorporated by reference.

ARTICLE XVI

Health and Welfare Fund

Each Employer shall pay to the Welfare Fund of the Heating, Piping and Air-Conditioning Industry, as the same has been set up under the trust agreement dated October 28, 1952, a sum determined annually by the Union by June 15th of each year which sum shall be consistent with the economic package provided for in Articles III and XII. per hour for each hour paid to each man employed by him who is in a bargaining unit represented by Local Union No. 449 at the time such work is performed. The terms and provisions of the trust agreement referred to above are herein specifically incorporated by reference.

ARTICLE XVII

Pension Fund

Each Employer shall pay to the Pension Fund of the Heating, Piping and Air-Conditioning Industry, as the same has been set up under the pension agreement and declaration of trust dated June 1, 1956, a sum determined annually by June 15th of each year which sum shall be consistent with the economic package provided for in Articles III and XII. per hour for each hour paid to each man employed by him who is

in a bargaining unit represented by Local Union 449 at the time such work is performed. The terms and provisions of the pension agreement and declaration of trust referred to above are herein specifically incorporated by reference.

ARTICLE XVIII

Education Fund

Each Employer shall pay to the Apprentice Training Fund, as the same has been set up under the Apprentice Training Fund Agreement and declaration of trust dated December 28, 1961, a sum equal to \$.35 per hour for each hour paid to each man employed by him who is in a bargaining unit represented by Local Union No. 449 at the time such work is performed. The terms and provisions of the Apprentice Training Fund Agreement and declaration of trust referred to above are herein specifically incorporated by reference.

ARTICLE XIX

International Training Fund

Each Employer shall pay to the International Training Fund of the Heating, Piping and Air-Conditioning Industry as the same has been set up under the International Training Fund Agreement dated June 1, 2001, a sum equal to \$.05 per hour for each hour worked by each man employed by him who is in a bargaining unit represented by Local Union No. 449 at the time such work is performed. The terms and provisions of the International Training Fund Agreement referred to above are herein specifically incorporated by reference.

ARTICLE XX

Industry Fund

Each Employer shall pay to the Industry Fund of the Heating, Piping and Air-Conditioning Industry as the same has been set up under the Industry Fund Agreement dated December 28, 1961, a sum equal to \$.20 per hour for each hour worked by each man employed by him who is in a bargaining unit represented by Local Union No. 449 at the time such work is performed. The terms and provisions of the Industry Fund Agreement referred to above are herein specifically incorporated by reference.

ARTICLE XXI

Jointly Administered Fringe Benefit Fund

Section 21.1 The signators of this Agreement who are not members of Mechanical Contractors Association of Western Pennsylvania, acknowledge acceptance and approval of the designated trust agreements including their terms and conditions as well as acceptance and approval of designated Employer trustees to the above trust funds as set forth in the above Articles XV, XVI, XVII, XVIII and XIX. Such signators will be provided with a separate participation agreement or assent agreement which will be furnished by the Union.

Effective June 1, 1972, payments into the various funds as specified in Articles XV, XVI, XVII, XVIII and XIX, of this Agreement will be paid for on the basis of hours paid.

Section 21.2 The parties recognize and acknowledge that the regular and prompt payment of contributions to the funds as mentioned in Articles XV, XVI, XVII, XVIII, XIX and XX, Section 20.1 of this Agreement is essential to the maintenance of these funds and that it would be extremely difficult, if not impracticable, to fix the actual expense and damage to the funds which would result from the failure of an individual Employer to pay such monthly contribution in full within the time provided. Therefore, the amount of damage to the funds resulting from any such failure shall be presumed to be 10% of the contributions due, which amount shall become due and payable to the funds as liquidated damages and not as a penalty, upon the day immediately following the date on which the contributions became delinquent, and said delinquent contributions shall be increased by the amount of said liquidated damages; provided, however, the Board of Trustees may waive payment of any of said liquidated damages in a particular case upon good cause, satisfactory to the Board being established.

Section 21.3 Each Employer covered by this Agreement shall place on deposit with GEM Group, Inc., 1200 Three Gateway Center, Pittsburgh, Pennsylvania 15222, or with the Fund's designated administrator, a Guaranty Bond,

For 1 to 4 employees — \$ 7,500.00 bond
for 5 to 10 employees — \$15,000.00 bond and
for 11 or more employees — 30,000.00 bond

in favor of the Multiple Funds of the Heating, Piping and Air-Conditioning Industry for fringe benefits and wage deductions, and in

favor of Steamfitters Local Union No. 449 for wages. All principal fringes and wage deductions shall be paid first from the bond, then payment of any principal wages, then payment of any other amounts due to the Funds. This Guaranty Bond shall be maintained in full force and effect so long as the Employer is performing work within the jurisdiction of Steamfitters Local Union No. 449. This bond shall be returned to the employer upon verification to the Multiple Funds Trustees, that said employer has no further work within the jurisdiction of Local Union 449 and all contributions, deductions, wages and other monies payable to the Funds and to workers covered under this Agreement have been paid.

Section 21.4 Notwithstanding anything to the contrary in this Agreement, Steamfitters Local Union No. 449 will remove all its Steamfitters from the job of any employer who fails to provide the Guaranty Bond in the amount of \$ 7,500.00, \$15,000.00 or \$30,000.00 within ten (10) days after the Local Union has furnished Journeymen Steamfitters to such employer, and any employer who fails to pay promptly the proper amounts as hereinabove provided into the Welfare Fund, Retirement Security Fund, Pension Fund, or the Apprenticeship Training Fund within fifteen (15) days after they become regularly due and payable, the Local Union shall also remove all of its Steamfitter members from such an employer's job or jobs.

Section 21.5 Nothing contained in this Agreement shall be construed to prevent any person, firm, municipal or other corporation, partnership, association, trust or trustee from contributing to the above mentioned Welfare Fund, Pension Fund, Apprentice Training Fund and Industry Fund on the same terms and conditions as those subject to the terms of this Agreement.

ARTICLE XXII

Work Rules, Stewards and Miscellaneous Provisions

Section 22.1 No member of Local Union No. 449 or any employee in the bargaining unit, shall be discriminated against because of his union activities.

Section 22.2 There shall be no limitations as to the amount of work an employee shall perform during his workday.

Section 22.3 A steward shall be a working journeyman appointed by the Business Manager or Business Agent of the Local Union who shall, in addition to his work as a journeyman, be permitted to perform during work hours such of his Union duties as cannot be performed at

any other time (it being understood and agreed that the steward's duties shall not include any matters relating to referral, hiring and termination). The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow the steward a reasonable amount of time for the performance of such duties. The employer agrees that the union has the right to appoint a steward on all jobs and agrees on jobs employing six or more members, a Steward shall be appointed from among those members and shall be the second to last person laid off and the second person recalled, providing they possess the necessary skills to perform the work required.

Section 22.4 The Employer shall be responsible for providing a proper shelter to be heated in cold weather, so that employees may change their clothes. The Employer shall also furnish lunch facilities in a shelter and provide proper sanitary toilet facilities where sanitary facilities are not required to be provided by the general contractor. In addition, the employer will make available drinking water and sanitary containers.

When foul weather conditions exist, the employer will be required to furnish rain coats and/or other foul weather protective clothing. The employer is required to furnish special boots when needed. This is not intended to mean the furnishing of regular goulashes.

When transportation is furnished by the employer and vehicles are used to transport the men from the gate to the job site, these vehicles are to be covered and have proper seating facilities.

On industrial job sites there will be a pre-job meeting between Steamfitters Local Union #449 and Mechanical Contractors Association Representatives with the customer in reference to hot and cold running water, clean up facilities, clean change area and clean toilet facilities being established.

Section 22.5 The work rules agreement as agreed to between the National Constructors Association and the Building and Construction Trades Department, AFL-CIO, are made a part of this Agreement. A copy of the Work Rules Agreement is included herein as Appendix "E".

Section 22.6 The parties hereto mutually agree to comply with all of the requirements of the Occupational Safety and Health Act.

Section 22.7 Steamfitters Local Union No. 449 and Mechanical Contractors Association of Western Pennsylvania, Inc., agree that the following shall apply to all companies performing service work in the

air conditioning/refrigeration service business. Such air conditioning/refrigeration service work does not include contractors engaged primarily in the installation of temperature control systems; and those service personnel employed by manufacturers of air conditioning and refrigeration equipment.

(a) The regular work week for employees on service work shall be Monday to Saturday, inclusive, and shall consist of forty (40) hours. An employer represented by the M.C.A. is permitted to change weekly shift hours (but not on a daily basis) within a work week from Monday to Saturday inclusive upon a regular work week basis, provided written notice of such change is posted.

(b) Time and one-half shall be paid for all overtime work performed on service work Monday thru Saturday. Service work shall not include replacement of major components such as, but not limited to, boilers, compressors over 50 tons on air conditioning and 50 tons on refrigeration systems, air-cooled and evaporative condensers.

(c) A classification of "Maintenance Man" shall be established. Such classification shall cover an employee who is assigned to one location on a permanent basis to maintain a large mechanical system and will be paid the Mechanical Equipment Service Journeyman Rate. Mechanical Equipment Service Journeyman Rate jurisdiction shall be extended to include servicing individual components up to and including 50 tons on commercial refrigeration, and up to and including 50 tons on individual air conditioning (See Appendix A, Article X II, page 65).

Shop and Field drawings will not be done by other craftsman in the Building Trades, nor will those employees performing such work be members of any other labor organization not affiliated with the Building and Construction Trades.

The contractor is encouraged to take advantage of the Steamfitters Local Union #449 Training Program for drafting and CAD when hiring for fab shops or field drawings.

Section 22.8 When the Employer is required to furnish a welding inspector for welder certification test facility, the inspector shall be a member of the bargaining unit certified in the welding procedure(s) being inspected. The inspector shall work as a journeyman when not performing inspection duties.

Section 22.9 Physical preparation for non-destructive weld testing is the work of the bargaining unit.

Section 22.10 When a member is working on a nuclear job and his millirems are approaching the top limit, the employer should place him in a safe area so that he does not get "burned-out," and can return to a "hot area" without getting laid off.

Section 22.11 The work of starting, testing and balancing of any piping system covered under the jurisdiction of Local 449 is the work of the journeymen steamfitter when a certified Balance Contractor or engineer is not required by contract documents or specification.

ARTICLE XXIII

Fabrication

Section 23.1 All pipe must be cut and threaded by journeymen at the shop or on the job either by hand or machine. All pipe must be cut, threaded, grooved and otherwise prepared for mechanical and welded applications as well as fabricated by members of Local Union 449 except mill length pip which is agreed to be random lengths of 21 feet plus or minus one foot and 42 feet plus or minus one foot from the mill, supply house or manufacturer.

Section 23.2 Fittings must be made by journeymen at the shop or on the job at the option of the Employer.

Section 23.3 All hanger rods shall be cut on the job site or in the shop by members of L. U. 449.

Section 23.4 All hangers or pipe supports that are fabricated shall be done by the members of Steamfitters Local Union 449 with the exception of catalog items and hanger components.

ARTICLE XXIV

Subcontracting

No employer shall sublet any work covered by this Agreement unless the subcontractor is party to a collective bargaining agreement with Local Union No. 449. No employee represented by the Union shall do work as a journeyman for any person, firm, or corporation on terms regarding wages or working conditions which are less favorable to such employee than the terms of this agreement.

ARTICLE XXV

Apprenticeship

Section 25.1 The parties hereto agree in principle with the suggested local standards for training journeymen apprentices based on any course of study approved by the Mechanical Contractors Association of America, Inc., and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada.

Section 25.2 In all apprenticeship classes, applicants, to be eligible, must be high school graduates.

Section 25.3 All apprentices will be selected by the Joint Apprenticeship Committee.

Section 25.4 Each applicant must furnish the Joint Apprenticeship Committee with a high school diploma or equivalent.

Section 25.5 The ratio of apprentices shall be one to each three journeymen steadily employed by the heating, piping, refrigeration and/or air conditioning contractor.

Section 25.6 An apprentice must work at all times under the direction of a journeyman, except in his fourth and fifth years when upon agreement of the Joint Apprenticeship Committee, he may work as a journeyman, for experience only, at apprentice rates.

Section 25.7 When an employer has three or more journeymen employed and his ratio of apprentices, he is at liberty to place these employees as he sees fit, otherwise he must have two journeymen employed on any job (except that, it is generally agreed between the parties hereto that a journeyman will do any work that can be conveniently done by one man).

Section 25.8 It is mutually agreed between the parties hereto that the apprentices' school be in the evening or on Saturday morning.

Section 25.9 Each shop will hire at least one apprentice in order to guarantee steady employment for the five years of apprentice training.

ARTICLE XXVI

Union Representation and Access to Jobs

Section 26.1 It is stipulated and agreed that only the officers hereinafter named or their successors in office of the Union, either individually or collectively, are the authorized officers and agents of the Union and shall be the only ones to be recognized by the Employer as being authorized to act for or on behalf of the Union in any manner whatsoever under the terms of this agreement. The action, declarations, or conduct of any other person, except those herein named, whether claimed to be performed or made with respect to the Union or not, shall not be considered to be the acts of any officer or agent of the Union and shall not constitute any authorized acts for and on behalf of the Union, nor will the Employer or the Union recognize those persons for that purpose, and their action in that respect shall not be binding upon the Union nor shall they form the cause or basis for any liability on the part of the Union or its officers.

Section 26.2 The authorized officers are:

Kenneth J. Broadbent	Business Manager
Gary J. Steigerwald	Secretary-Treasurer
John B. Manion	Business Agent
Joseph M. Little	Business Agent
William E. Beardsley, Jr.	Business Agent

Section 26.3 It is further stipulated and agreed that the authority of an officer of the Union to act for the Union, as stated above may be revoked at any time if a registered letter to that effect, signed by a duly authorized Union officer under the seal of the Union is received by the Employer.

ARTICLE XXVII

Duration, Termination and Renewal of Agreement

Section 27.1 This agreement is binding on the parties from June 1, 2000 to May 31, 2005.

Section 27.2 Should either party to this Agreement desire to change or terminate it, notice in writing shall be given to the other party not less than 90 days before the expiration date of this Agreement; otherwise, this agreement shall automatically remain in force for an additional year.

Section 27.3 It is further agreed that if a request is made to change or terminate this Agreement, the parties hereto pledge themselves to hold a conference within 30 days of the time such request is made.

Section 27.4 It is further agreed that the terms and conditions of this agreement and the trust agreements are the only ones that shall be binding in the relations of the parties hereto.

Section 27.5 The parties to this agreement hereby covenant and agree that they will comply with the rules and conditions set forth herein, and the Contractors Association and Local Union No. 449 further agree that they will use all lawful means to compel the persons they represent to comply with such rules and conditions.

Section 27.6 Should any provisions contained herein be at variance with any Pennsylvania or Federal Statute, the parties hereto agree to meet within 3 days after request is made by either party to make the necessary modifications.

Section 27.7 All signators shall pay the complete economic package as written in this Agreement.

ARTICLE XXVIII

Immigration Reform and Control Act

This ACT requires verification of employment eligibility of anyone hired after November 6, 1986 by having on file an I-9 Employment Eligibility Verification Form as of September 1, 1987. To avoid duplication of effort the Union agrees to have its members complete one I-9 Form rather than to complete a form for each employer.

ARTICLE XXIX

Gender Clause

Reference in this Agreement to the masculine includes the feminine, and vice versa.

**SUPPLEMENTAL
RESIDENTIAL
LIGHT COMMERCIAL
AGREEMENT
TO THE STANDARD AGREEMENT
BETWEEN
MECHANICAL CONTRACTORS
ASSOCIATION OF
WESTERN PENNSYLVANIA, INC.,
AND
UNITED ASSOCIATION OF
JOURNEYMEN & APPRENTICES OF
THE PLUMBING AND PIPEFITTING
INDUSTRY OF THE UNITED STATES
AND CANADA, LOCAL UNION 449,
JUNE 1, 2000 TO MAY 31, 2005.**

ARTICLE I

Length and Purpose of Agreement

Section 1.1 This agreement made this first day of June, 2000, shall be effective June 1, 2000 to May 31, 2005.

Section 1.2 This agreement is entered into for the purpose of preventing strikes and lockouts and facilitating peaceful adjustment of all grievances and disputes which may arise between the Contractors Association or its members and Local Union 449 and the employees represented by Local Union 449 from June 1, 2000 to May 31, 2005. Both parties to this agreement may mutually agree to change or amend any part of this agreement at any time without nullifying the entire agreement.

ARTICLE II

Geographical Jurisdiction

Section 2.1 The jurisdictional area covered by this agreement is Allegheny, Armstrong, part of Greene, Washington and Westmoreland Counties, Pennsylvania.

ARTICLE III

Scope of Work

Section 3.1 This Agreement shall apply to the installation of equipment up to a cumulative total of 35 tons on refrigeration in the following classifications such as walk up apartments, churches, schools, motels, municipal buildings, offices, residences, restaurants, auto dealers, supermarkets, recreational facilities, beauty and barber shops, retail shops, medical buildings, warehouses, pre-fab metal buildings.

Section 3.2 The preceding classifications shall also apply to unit heaters, radiant heat panels and/or boilers that produce 500,000 BTU/Hr. output. On combination units where tons of refrigeration and BTU/Hr. heating are in conflict with the preceding limitations, the 35 ton limit shall prevail.

Section 3.3 The Business Manager reserves the right to apply the wages, hours and conditions of this Supplemental Agreement to similar projects not herein described where a problem exists with non-signatory competition.

Section 3.4 This Supplemental Agreement shall not apply where prevailing wage laws are in effect.

Section 3.5 Should any other craft in the direct employment of the contractor signatory to this Agreement receive a wage, based on the average crew cost, higher than the wage applicable to this Supplemental Agreement, the Building Trades Commercial Journeyman rate shall be paid to members of Local Union #449.

Section 3.6 The operation of pumps, air compressors and welding machines when used in conjunction with work covered by this Agreement are tools of the trade and shall be done by employees covered by this Agreement.

Section 3.7 The testing and balancing of all hydronic systems or components shall be done by employees covered by this Agreement.

ARTICLE IV

Economic Package

Section 4.1 The wage rate for work covered by the supplemental agreement shall be as follows:

June 1, 2000

Basic Hourly Wage Rate	\$ 21.08
Health & Welfare	4.20
Pension Fund	2.25
Retirement Fund	1.65
Apprentice Training Fund .....	.35
International Training Fund .....	.05
Industry Fund	<u>.20</u>
Total Package	\$29.78

Payroll Deductions:

Payroll Savings (Credit Union) \$.25 per hour and up in \$.25 increments

Dues Deduction — 2.5 of Gross Wages

Building Development & Allied Funds \$.24 per hour paid.

Market Recovery Dues Fund — \$.15 per hour

Pittsburgh Building Trades — \$.01 per hour

All contributions payable on hours paid, with the exception of the industry fund, which is hours worked.

June 1, 2000 — \$1.25 per hour increase
June 1, 2001 — \$1.25 per hour increase
June 1, 2002 — \$1.25 per hour increase
June 1, 2003 — \$1.30 per hour increase
June 1, 2004 — \$1.30 per hour increase

Retirement Security Fund

June 1, 2000 — \$.0
June 1, 2001 — \$.20
June 1, 2002 — \$.20
June 1, 2003 — \$.20
June 1, 2004 — \$.20
June 1, 2004 — \$.08 Health & welfare

FUTURE SUPPLEMENTAL RATE INCREASES AND DEDUCTIONS WILL BE PLACED ON THIS PAGE FOR 2001.

FUTURE SUPPLEMENTAL RATE INCREASES AND DEDUCTIONS WILL BE PLACED ON THIS PAGE FOR 2002.

FUTURE SUPPLEMENTAL RATE INCREASES AND DEDUCTIONS WILL BE PLACED ON THIS PAGE FOR 2003.

FUTURE SUPPLEMENTAL RATE INCREASES AND DEDUCTIONS WILL BE PLACED ON THIS PAGE FOR 2004.

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Appendix A

REFRIGERATION, SERVICE & MAINTENANCE SECTION

This amended Agreement entered into this 1st day of June, 2000, by and between the Mechanical Contractors Association of Western Pennsylvania, hereinafter called the "MCA" and in behalf of its respective members who qualify and become signatory to this Agreement, and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local Union #449 hereinafter called the "Union".

WHEREAS, the Employer is a contractor engaged in activities within the scope of work defined by this Agreement:

WHEREAS, The Employer has employed, now employs, and will employ employees represented by the Union for the performance of such work;

WHEREAS, the parties recognize that local or area mechanical service and maintenance agreements have been or will be entered into and such agreements will provide wage rates, fringes and working conditions that are competitive; and

WHEREAS, the parties desire to provide for the training of employees represented by the Union in the mechanical equipment service and maintenance field and to establish stable and harmonious labor relations to the end that essential service and maintenance functions will be performed without interruption for the industry and the public.

NOW, THEREFORE, the parties and the Union, in consideration of the promises and covenants set forth in this Agreement, agree as follows:

ARTICLE I

Recognition

Section 1.1 The Employer and the MCA recognize the Union as the sole and exclusive bargaining representative for all Mechanical Equipment Service Journeymen who are hereinafter called "Service Journeymen", all Mechanical Equipment Service Apprentices hereinafter called "Service Apprentices", and all Mechanical Equipment Service Tradesmen who are hereinafter called "Tradesmen" and any other service and maintenance classifications designated by this Agreement or any supplemental agreements for employees engaged in the work described in this Agreement other than supervisors as defined in the

National Labor Relations Act, as applicable, in the employ of the Employer in respect to wages, hours, and other terms and conditions of employment, on any work in the mechanical equipment service and maintenance industry described in this Agreement. The Union recognizes the MCA as the exclusive bargaining agent for all companies signatory to this Agreement.

ARTICLE II

Union Security

Section 2.1 All members of the Union now in the employ of the Employer shall remain members in good standing in the Union during the term of this Agreement. Employees in all classifications covered by this Agreement and hereinafter employed by the Employer shall become members of the Union on the earliest date provided by applicable federal law after their employment, or the date of signing of the contract by the Employer, whichever is later. This article shall be effective to the extent permitted by applicable state and federal laws.

Section 2.2 When a shop steward is appointed from the Employer's work force, the Employer shall be notified in writing by the Local Union Business Manager of the appointment. Stewards shall be qualified workmen performing work of their craft and shall exercise no supervisory function. There shall be no non-working shop stewards. Provision of this paragraph and union rules affecting stewards shall be applied only to those stewards of whose appointment the Employer has received written notification from the Local Union Business Manager.

ARTICLE III

Union Representation and Access to Jobs

Section 3.1 Authorized representatives of the Union shall have access to the work where employees covered by this Agreement are employed, providing they do not unnecessarily interfere with the Employer's employees, customer's employees, or cause them to neglect their work, and further provided such Union representative complies with customer rules.

Section 3.2 It is stipulated and agreed that only the officers hereinafter named or their successors in office of the Union, either individually or collectively, are the authorized officers and agents of the Union and shall be the only ones to be recognized by the Employer as being authorized to act for or on behalf of the Union in any manner whatsoever under the terms of this agreement. The action, declarations or conduct of any other person, except those herein named, whether claimed to be performed or made with respect to the union or not, shall be considered to be the acts of any officer or agent of the Union and shall not constitute any authorized acts for and on behalf of the Union, nor would the Employer or the Union recognize those persons for that purpose, and their action in that respect shall not be binding upon the Union nor shall they form the cause of basis for any liability on the part of the Union or its officers.

Section 3.3 The authorized officers are:

Kenneth J. Broadbent **Business Manager**
Gary J. Steigerwald **Secretary-Treasurer**
John B. Manion **Business Agent**
Joseph M. Little **Business Agent**
William E. Beardsley Jr. **Business Agent**

Section 3.4 It is further stipulated and agreed that the authority of an officer of the Union to act for the Union, as stated above, may be revoked at any time if a registered letter to that effect, signed by a duly authorized Union Officer under the seal of the Union, is received by the Employer.

ARTICLE IV

Geographical Territory and Trade Jurisdiction

Section 4.1 The jurisdictional area covered by this agreement is Allegheny, Armstrong, part of Greene, Washington and Westmoreland Counties, Pennsylvania.

Section 4.2 All questions relating to the geographical territory and trade jurisdiction of a local union or local unions, or questions relating to open territory shall be decided by the United Association.

ARTICLE V

Scope Of Work

Mechanical Service And Maintenance

Section 5.1 This Agreement shall apply to and cover all work described below performed by the Employer and all its subsidiaries and branches in the United States.

Section 5.2 This Agreement covers the rates of pay, fringe benefits, hours and working conditions of all Service Journeymen, Service Apprentices and Tradesmen, engaged in the performance of mechanical service and maintenance work normally performed by outside contractors, either by contracts or on an emergency call basis, who are equipped to handle all work relating to mechanical service and maintenance of all air conditioning, heating, ventilating, building automation, refrigeration, and/or piping systems or any other newly installed, remodeled or redesigned mechanical piping system and component thereof, including but not limited to, boilers, pumps, refrigeration equipment, fans, coils, cooling towers and controls. Service and maintenance shall include, but not be limited to, all the maintaining, cleaning, adjusting, repairing, altering, overhauling dismantling, reconditioning, replacing, modifying, renovating, evacuating, charging, inspecting, operating, starting, calibrating and balancing of any system or component part thereof, regardless of size or location, including all other service and maintenance work assigned to the Employer by the customer in a currently operating facility. Temporary installed systems are to be considered service work.

Section 5.3 Any other work in the control of the Employer signing this Agreement that falls in the jurisdiction of the Union, but not in the scope as outlined herein as being operation or service and maintenance, shall be done in accordance with the Prevailing Building Trades Commercial Journeyman Agreement of the local union having jurisdiction for that type of work.

Section 5.4 For the purpose of instruction and training, nonbargaining unit employees of the Employer or the Employer's vendors or contractors may perform work of a technical nature related to testing, monitoring and diagnosing performance problems, computer and communication systems.

Scope of Work

Ammonia, Cryogenic and Supermarket Refrigeration Systems

Section 5.5 This Article shall apply to the installation of all new or add-on Ammonia Refrigeration Systems, Cryogenic Cold Box Systems and Supermarket Refrigeration Systems, including fabricating, assembling, erecting, installing, and the handling, unloading, distributing, reloading, tying-on, and hoisting of all piping materials, appurtenances and equipment used in connection with the installation of such systems by any method, including all hangers and supports of every description.

Section 5.6 The installation described in this Article must be performed in accordance with the Building Trades Commercial Journeyman Agreement of the local union having jurisdiction where the installation work is being performed, including working hours, rates of pay, fringe benefits and other applicable terms and conditions.

Section 5.7 When an employee is assigned to work covered by this Article outside his home local union, and when the basic hourly Building Trades Journeyman and Apprentice rates differ from those of his home local union, the higher shall apply.

ARTICLE VI

Subcontracting

Section 6.1 In order to secure work for employees working for the Employer under this Agreement, and in order to protect wages and working conditions of such employees, the Employer shall make every reasonable effort to overhaul all machinery and equipment with employees covered by this Agreement, however, the Employer reserves the right to subcontract any or all work referred to herein, after reasonable effort has been made to perform the work with employees covered by this Agreement.

Section 6.2 The Union and the Employer understand the customer may at his discretion, choose to perform or directly subcontract for any part or parts of the work herein described. The Employer's obligation under this Agreement refers only to work that the Employer has contracted to perform.

ARTICLE VII

Management Rights

Section 7.1 The management of the Employer's business, including but not limited to the direction of the working force, the right to hire, to plan, direct, control, and schedule all operations (including the scheduling of the work force), the right to establish, eliminate, change or introduce new or improved methods, machinery, quality standards, or facilities is the sole and exclusive prerogative and responsibility of the Employer. All rights not specifically nullified by this Agreement are retained by the Employer.

Section 7.2 The Employer is vested with the right to relieve employees from duty because of lack of work or other legitimate reasons, to promote, suspend, demote, transfer, discipline, or discharge for cause in line with this Agreement.

ARTICLE VIII

Classification Of Employees

Section 8.1 Mechanical Equipment Service Journeymen must be skilled craftsmen in their trade, and have a minimum of five (5) years actual, practical working experience as a Serviceman in the pipefitting and/or mechanical equipment service and maintenance industry. He may be required to pass a satisfactory examination as to his special skill. He shall be allowed to perform all of the work covered under this Agreement including, but not limited to, all the scope of work set forth for Service Apprentices and Tradesmen.

Section 8.2 Mechanical Equipment Service Apprentices shall be governed by the local service agreement, except that they shall, after their first year of apprenticeship, be allowed to perform all work limited only by their capabilities, as defined as being work in the mechanical equipment service and maintenance field, and they shall be under the direction of a qualified Service Journeymen. It is understood that the direction can be remote from actual installation.

Section 8.3 Mechanical Equipment Tradesmen must be qualified to perform and shall be allowed to perform the work listed below:

All routine maintenance and inspections regardless of size or location of the mechanical equipment being inspected or maintained, where this work is done as a periodic routine service, inspection and maintenance procedure by the Employer, such as;

- a. Systems operation under contract with customer
- b. Filter changing and maintenance thereof
- c. Oil and greasing
- c. Belt adjusting or replacement
- d. Cleaning of cooling towers, coils, evaporator and condenser tubes and water treatment
- e. General housekeeping
- f. Delivery and truck driving of parts or equipment
- g. Cleaning and routine maintenance of :
- h. Solar energy equipment
 - HVAC power electronics control divices; and
 - Building controls
- i. Indoor Air Quality (IAQ) related work including:
 - Duct systems;
 - Drain pans
- j. Service, maintenance and replacement of all residential
- k. Equipment and appliances in an area where a problem exists with non-union competition, the assignment of tradesmen duties may be adjusted to meet local conditions

ARTICLE IX

Temporary Shift Work Conditions

Section 9.1 When so elected by the Employer, multiple eight (8) hour shifts, on a temporary basis, may be worked. When two (2) or three (3) shifts are worked the first eight (8) hour shift shall be the day shift and shall be paid at the straight time hourly rate of pay. The second and third eight (8) hour shift shall each be paid at a rate not to exceed 10% above the straight time rate of pay. Temporary shift shall be for a minimum of five (5) consecutive days.

Section 9.2 All time worked before and after the regular established shift hours in any twenty-four (24) hour period, Monday through Saturday, inclusive, shall be at a rate not to exceed time and one-half in the employee's regular shift rate pay. Time worked on Sunday and holidays shall be paid at a rate not to exceed double time the employee's regular shift rate of pay.

ARTICLE X

Permanent Shift Work Conditions

Section 10.1 For plants, complexes and/or projects, a four-cycle shift system may be operated when the work is performed on a seven (7) day continuing basis. The names of those men employed on permanent shifts will be published, showing shift rotation and the working shift or the day off for each man, for a period of at least three (3) months.

Section 10.2 The shift rate premium for the second shift shall not exceed 10% of the first shift rate and the shift rate premium for the third shift shall not exceed 10% of the first shift rate.

Section 10.3 The standard workday under permanent shift working conditions shall be eight (8) hours of continuous employment, including a one-half (½) hour paid lunch period. Forty (40) hours per week shall constitute a week's work. All time worked in excess of eight (8) hours per day and at a rate not to exceed time and one-half.

ARTICLE XI

Hiring and Use of Members

Section 11.1 The Employer will hire all qualified journeymen, apprentices and journeymen with special skill in accordance with the Job Referral Plan contained in Article X of the Construction Agreement.

Section 11.2 The Employer will first request the Local Union for qualified personnel. The Local Union, upon such request, agrees to furnish at all times to the Employer duly qualified Journeymen, Apprentices and Journeymen with special skill, in the sufficient number, as determined by the Employer to properly execute all worked covered by this Agreement.

Section 11.3 If the Union is unable to supply competent and skilled Employees satisfactory to the Employer within forty-eight (48) hours, the Employer may hire such persons wherever available, subject to the provisions of Article II and train such men to perform the work required. It is understood that consideration for such employment and training shall be given to Employees with previous experience in the pipefitting industry and/or the mechanical equipment service and maintenance industry.

Section 11.4 The Employer shall retain the right to reject any applicant referred by the union. The Employer shall retain the right to terminate any employee for just cause providing Employer so states in a termination notice.

Section 11.5 The Employer shall be permitted a ratio of one apprentice for the first journeyman, and then permitted an additional apprentice for every two journeymen employed.

Section 11.6 The selection of applicants for referral to jobs shall be on a nondiscriminatory basis, and shall not be based on, or in any way affected by union membership, bylaws, rules, regulations, constitutional provision, or by any other aspect or obligation of union membership policy or requirement; no distinction in treatment should be made based on religion, color, age, national origin, sex, handicap status, Vietnam era, or disabled Veteran's status, or on any other basis prohibited by law.

Section 11.7 The Employer may use the Mechanical Equipment Service Journeyman for initial start-up of newly installed systems, provided they are members, or have notified the local union having jurisdiction in that area, and also provided the working hours, fringes, conditions and rate of pay is adhered to for this type of work as stipulated in the Building Trades Commercial Journeyman Agreement of the local union having jurisdiction where the work is being performed. When the Employer dispatches employees from their home local union area for new start-up work, employees shall be permitted to work with the tools, and if they should need any extra help, shall obtain such help from the local union having jurisdiction, if qualified help is available.

Section 11.8 The need for, designation of and the determination of the number of employees and foremen, if any, is solely the responsibility of the Employer. The Employer's salaried personnel may handle all dispatching and assignment of duties.

ARTICLE XII

Wages, Benefits, And Hours Of Work

Section 12.1 Eight (8) consecutive hours per day shall constitute a standard work day with a flexible starting time between 6:00 a.m. and 10:00 am. Forty (40) hours per week, five (5) consecutive days, Monday through Saturday, shall constitute a week's work.

Section 12.2 The Employer shall determine for any employee the starting and quitting time of a normal established work day of eight (8) hours with an unpaid lunch period not to exceed one (1) hour.

Section 12.3 All time worked before and after the established work day of eight (8) hours, Monday through Friday, and all time worked on Saturday, and all non-scheduled emergency work performed on Sundays shall be paid at a rate not to exceed time and one-half. All scheduled time worked on Sunday, New Year's Day, Good Friday, Decoration Day, July Fourth, Labor Day, Veteran's Day*, Thanksgiving Day, Christmas Day, or any day observed as such, the employee shall be paid double time.

*Veteran's Day will be observed on the day after Thanksgiving.

Section 12.4 Pay day shall be once a week no later than the third day following the end of the Employer's weekly payroll period. However, if mailed, Employers will mail checks no later than the third working day following the end of the Employer's weekly payroll period. Employees are to be paid at the option of the Employer in cash or negotiable payroll check. When employees are laid off or discharged, they shall be immediately paid all wages due.

Section 12.5 When an employee is assigned to work service and maintenance work outside his home local union, and when basic hourly mechanical service and maintenance agreement rates differ from those of his home local union, and do not conflict with this Agreement, the home local union wage will be paid for the first five (5) consecutive days and thereafter the higher rate shall apply.

Section 12.6 When an employee reports for work during the regular work day and is not given the opportunity to work, and was not notified before the completing of the previous day's work, he shall be paid two (2) hours reporting time. When an employee has started to work in the morning he shall be paid not less than four (4) hours pay and for actual hours worked after the first four (4) hours.

Section 12.7 Contractors signatory this Agreement performing work on any job where there is other work being manned, that is within the work jurisdiction of the Union and being done under a United Association local union, and/or a National Maintenance or Project Agreement, shall for the purpose of wages and/or working conditions on this job adhere to same as designated by the Maintenance or Project Agreement being used on this one project.

Wage Rates

Section 12.8 The rate of wages to be paid by the Employer to the employee shall be as follows:

June 1, 2000

BUILDING TRADES COMMERCIAL Journeyman Rate

Basic Hourly Wage Rate	\$ 26.53
Health & Welfare	4.28
Pension Fund	2.25
Retirement Security Fund	2.45
Apprenticeship Fund .....	.35
International Training Fund .....	.05
Industry Fund	<u>.20</u>
Total Package	\$36.11

Payroll Deductions:

Payroll Savings (Credit Union) \$.25 and up per hour and up in \$.25 increments.

Dues Deduction — 3.5 % of Gross Wages

Building Development & Allied Funds — \$.24 per hour paid.

Market Recovery Dues Fund — \$.15 per hour.

Pittsburgh Building Trades — \$.01 per hour

All contributions payable on hours paid, with the exception of the industry fund, which is hours worked.

June 1, 2000 — \$1.45 per hour increase

June 1, 2001 — \$1.30 per hour increase

June 1, 2002 — \$1.30 per hour increase

June 1, 2003 — \$1.30 per hour increase

June 1, 2004 — \$1.35 per hour increase

MECHANICAL EQUIPMENT SERVICE JOURNEYMAN RATE

Basic Hourly Wage Rate	\$ 21.08
Health & Welfare	4.20
Pension Fund	2.25
Retirement Security Fund	1.65
Apprenticeship Fund .....	.35
International Training Fund .....	.05
Industry Fund	<u>.20</u>
Total Package	\$29.78

Payroll Deductions:

****Payroll Savings (Credit Union) \$.25 and up per hour and up in \$.25 increments.**

Dues Deduction — 2.5 % of Gross Wages

Building Development & Allied Funds — \$.24 per hour paid.

Market Recovery Dues Fund — \$.15 per hour.

Pittsburgh Building Trades — \$.01 per hour

**All contributions payable on hours paid, with the exception of the industry fund, which is hours worked.*

June 1, 2000 — \$1.25 per hour increase

June 1, 2001 — \$1.25 per hour increase

June 1, 2002 — \$1.25 per hour increase

June 1, 2003 — \$1.30 per hour increase

June 1, 2004 — \$1.30 per hour increase

Retirement Security Fund

June 1, 2000 — \$.0

June 1, 2001 — \$.20

June 1, 2002 — \$.20

June 1, 2003 — \$.20

June 1, 2004 — \$.20

June 1, 2004 — \$.08 Health & Welfare

The Mechanical Equipment Service Journeyman Rate will be paid on the following work:

1. additions, remodeling, retrofitting and servicing supermarkets and retail food stores.

2. Servicing individual units up to and including 50 tons of commercial refrigeration, and up to and including 50 tons on individual air conditioning. This section will be interpreted to mean that this applies to a refrigeration circuit — for example, if there are four 25 ton package units tying in on one 100 ton cooling tower, if each package unit has a separate circuit, any work done on the individual package unit, will be paid for at the Mechanical equipment Service Journeyman rate. Any mechanical work done on the cooling tower, will be paid for at the Building Trades Commercial Journeyman rate.

**FUTURE BUILDING TRADES COMMERCIAL JOURNEYMAN
RATE INCREASES WILL BE PLACED ON THIS PAGE FOR 2001**

**FUTURE BUILDING TRADES COMMERCIAL JOURNEYMAN
RATE INCREASES WILL BE PLACED ON THIS PAGE FOR 2002.**

**FUTURE BUILDING TRADES COMMERCIAL JOURNEYMAN
RATE INCREASES WILL BE PLACED ON THIS PAGE FOR 2003.**

**FUTURE BUILDING TRADES COMMERCIAL JOURNEYMAN
RATE INCREASES WILL BE PLACED ON THIS PAGE FOR 2004.**

**FUTURE MECHANICAL EQUIPMENT SERVICE JOURNEYMAN
RATE INCREASES AND DEDUCTIONS WILL BE PLACED ON
THIS PAGE FOR 2001.**

**FUTURE MECHANICAL EQUIPMENT SERVICE JOURNEY-
MAN RATE INCREASES AND DEDUCTIONS WILL BE PLACED
ON THIS PAGE FOR 2002.**

**FUTURE MECHANICAL EQUIPMENT SERVICE JOURNEY-
MAN RATE INCREASES AND DEDUCTIONS WILL BE PLACED
ON THIS PAGE FOR 2003.**

**FUTURE MECHANICAL EQUIPMENT SERVICE JOURNEY-
MAN RATE INCREASES AND DEDUCTIONS WILL BE PLACED
ON THIS PAGE FOR 2004.**

Maintenance Equipment Service Apprentices shall receive the following percentage of Service & Maintenance Journeyman rate:

1st six months	45% of journeyman rate + health and welfare
2nd six months	50% of journeyman rate + health and welfare
3rd six months	55% + H & W + 55% Retirement Security
4th six months	60% + H & W + 60% Retirement Security
5th six months	65% + H & W + 65% Retirement Security
6th six months	70% + H & W + Full Benefit Package
7th six months	75% + H & W + Full Benefit Package
8th six months	80% + H & W + Full Benefit Package
9th six months	85% + H & W + Full Benefit Package
10th six months	85% + H & W + Full Benefit Package

Payroll Deductions:

Payroll Savings (Credit Union) \$.25 and up per hour and up in \$.25 increments.

Starting third six months — Dues Deduction 2.5 % of gross wages

Building Development & Allied Funds — \$.24 per hour

Market Recovery Dues Fund — \$.15 per hour.

Pittsburgh Building Trades — \$.01 per hour

All contributions payable on hours paid, with the exception of the industry fund, which is hours worked.

Residential Journeyman Rate.

The Residential Rates shall apply to work performed involving installation, service, repair, and replacement of all residential Comfort Heating and Air Conditioning Systems, including all related parts and appurtenances. Residential work shall include only single or multi-family residences where each dwelling or apartment is individually conditioned by a separate and independent system. This Agreement does not apply on structures of more than three (3) stories unless agreed to in advance by the Union.

June 1, 2000

Wages per hour	\$16.16
Welfare Fund per hour	3.53
Pension Fund per hour	2.25
Retirement Security Fund per hour	<u>1.65</u>
Total Package per hour	\$23.59

Payroll Deductions:

Payroll Savings (Credit Union) \$.25 and up per hour and up in \$.25 increments.

Dues Deduction 2.5% of gross wages

Building Development & Allied Funds — \$.24 per hour

Market Recovery Dues Fund — \$.15 per hour.

Pittsburgh Building Trades — \$.01 per hour

All contributions payable on hours paid, with the exception of the industry fund, which is hours worked.

June 1, 2000 — \$.20 per hour increase

June 1, 2001 — \$.20 per hour increase

June 1, 2002 — \$.20 per hour increase

June 1, 2003 — \$.20 per hour increase

June 1, 2004 — \$.20 per hour increase

Local Union 449, Credit Union Payroll Savings deduction, effective June 1, 1980, is applicable to all classes of employees.

**FUTURE RESIDENTIAL JOURNEYMAN RATE INCREASES
AND DEDUCTIONS WILL BE PLACED ON THIS PAGE FOR
2000.**

**FUTURE RESIDENTIAL JOURNEYMAN RATE INCREASES
AND DEDUCTIONS WILL BE PLACED ON THIS PAGE FOR
2001.**

FUTURE RESIDENTIAL JOURNEYMAN RATE INCREASES
AND DEDUCTIONS WILL BE PLACED ON THIS PAGE FOR
2003.

**FUTURE RESIDENTIAL JOURNEYMAN RATE INCREASES
AND DEDUCTIONS WILL BE PLACED ON THIS PAGE FOR
2004.**

Section 12.9 Whenever a MES Journeyman performs the work other than the work described in Article XII page 65 he shall receive the Building Trades Commercial Journeyman Rate and Benefits.

Section 12.10 Whenever a MES Apprentice performs the work other than the work described in Article XII page 65 his percentage of pay shall be based on the Building Trades Commercial Journeyman Rate and Benefits.

ARTICLE XIII

Uniforms and Tools

Section 13.1 When special uniforms are required by the Employer, the Employer shall supply such uniforms.

Section 13.2 The employee shall keep himself, his equipment and his company-owned vehicle in a neat, clean, and safe condition within his control.

Section 13.3 Employees doing service or maintenance work may furnish their own hand tools. No such tools shall exceed 14 inches in length. Pipe threading and pipe cutting tools, vises, welding torches, power tools and instruments for measuring temperatures, pressure, air velocities, voltage, amperages, etc., shall not be deemed hand tools and shall be furnished by the Employer. Tools supplied by the employee to the Employer, which are broken or damaged or stolen, shall be repaired or replaced by the Employer. Employees shall be responsible for tools, equipment, vehicles, instruments, etc., supplied by the Employer, provided mutual security arrangements are made in the form of locked tool boxes, etc. Establishment of carelessness or negligence on the part of the employee shall make the employee liable for replacement of lost or stolen tools

ARTICLE XIV

Travel And Subsistence

Section 14.1 Men referred to jobs shall report to a location designated by the Employer. When requested to stay away from home overnight, the men shall be reimbursed for meals and lodging at reasonable rates which, when not previously established, will be substantiated by receipts.

Section 14.2 It is the intent of this paragraph that the employee may provide the Employer with a personal vehicle when necessary to perform his/her duty in an emergency.

When the emergency occurs, an employee may use his/her personal vehicle for transportation from home to job and from one job to another during the work day to transport tools and materials, under the following conditions:

A) Obtain permission from Steamfitters Local #449

B) Be reimbursed at a rate agreed to between the Employer and the Steamfitters Union which will include mileage reimbursements, maintenance, insurance, etc. Use of personal vehicle to transport tools and materials in the event of an emergency to be reimbursed at the rate of .325 per mile.

Section 14.3 All travel time, in excess of reasonable commuting time, before and after an employee's normal work hours shall be paid for at straight time, and such travel shall not be considered hours worked and the pay therefore shall not be considered as pay for hours worked.

Section 14.4 Reasonable commuting time required for the employee to travel to and from job assignments within a 50 mile radius of his established residence (normally the Employer's local office or a designated point to which the employee is permanently assigned).

Section 14.5 Emergency service calls beyond normal work hours shall be paid at the applicable rate, portal to portal.

Section 14.6 All employees that drive company vehicles, will be required to maintain a valid drivers license while in the employ of the Employer and the Employer shall have the right to check the validity of such drivers license at its discretion in accordance with company policy.

ARTICLE XV

No Strike, No Lockout

Section 15.1 Neither the Union or any of the employees covered by this Agreement will collectively, concertedly or individually induce, engage or participate, directly or indirectly, in any strike, picketing, slow-down, stoppage or other curtailment or interference with the Employer's operations, or interference with the flow of materials or

persons in or out of places where the Employer is doing business. The Union agrees to exert every effort through its International and local offices and representatives to end any unauthorized interruption of work. The Employer will not lockout any of the employees covered by this Agreement. The parties agree that, in the manner set forth in Article XVII, they will submit to arbitration all grievances and disputes that may arise between them and any misunderstanding as to the meaning or intent of all or any part of this Agreement, providing however, the Employer shall not be required to resort to the grievance and arbitration procedures prior to resorting to other remedies in the event of violation of the Article.

ARTICLE XVI

Grievance Procedure And Arbitration

Section 16.1 During the term of this Agreement, should any differences arise between the Contractors Association and/or an Employer; and the Union or any of its members, such differences or disputes shall be settled in accordance with Article IX, Grievance and Arbitration Procedure, of the Agreement between Mechanical Contractors Association of Western Pennsylvania, Inc. and Steamfitters Local Union 449.

ARTICLE XVII

Insurance And Fringe Benefits

Section 17.1 The Employer hereby agrees to carry the following insurance to fully protect the employees represented by Local Union No. 449:

Liability Insurance under State of Pennsylvania Workmen's Compensation Act, and under the State of Pennsylvania and Federal Unemployment Compensation Acts.

Section 17.2 Each employee shall pay to the Retirement Security Plan of the Heating, Piping and Air-Conditioning Industry, as the same has been set up under the Trust Agreement dated June 1, 1967, a sum per hour for each hour paid to Service & Maintenance Journeymen as set forth in Article XII, Section 12.8.

Section 17.3 Health and Welfare Fund Contribution. Effective September 15, 1967 it is agreed that each Employer will pay to the

Welfare Fund of the Heating, Piping and Air-Conditioning Industry, a sum per hour for each hour paid to Service & Maintenance Journeymen as set forth in Article XII, Section 12.8.

Section 17.4 Each Employer signing this Agreement agrees to pay to the Pension Fund, known as the Pension Fund of the Heating, Piping and Air-Conditioning Industry, a sum per hour for each hour paid to Service & Maintenance Journeymen as set forth in Article XII, Section 12.8.

Section 17.5 Each Employer will pay to the Apprentice Training Fund, as the same has been set up under the Apprentice Training Fund Agreement and Declaration of Trust dated December 28, 1961, a sum equal to \$.35 per hour for each hour paid by each man employed by him who is in a bargaining unit represented by Local Union No. 449. The terms and provisions of the Apprentice Training Fund Agreement and Declaration of Trust referred to above are herein specifically incorporated by reference.

Section 17.6 The signators to this agreement who are not members of Mechanical Contractors Association of Western Pennsylvania, Inc. acknowledge acceptance approval of the designated trust agreements including their terms and conditions as well as acceptance and approval of designated employer trustees to the above trust funds as set forth in the above Section 17.2, 17.3, and 17.4. Such signators will be provided with a separate participation agreement or assent agreement which will be furnished by the Union.

Section 17.7 Effective June 1, 1972, all of the above fringe benefits will be paid for on the basis of hours paid.

Section 17.8 Each Employer will pay to the Industry Fund of the Heating, Piping and Air Conditioning Industry as the same has been set up under the Industry Fund Agreement dated December 28, 1961, a sum equal to \$.20 per hour for each hour worked by each man employed by him who is in a bargaining unit represented by Local Union No. 449 at the time such work is performed, except for Residential classification of employees. The terms and provisions of the Industry Fund Agreement referred to above are herein specifically incorporated by reference.

ARTICLE XVIII

Working Rules

Section 18.1 There shall be no limitation as to the amount of work employees represented by Local No. 449 shall perform during their working day.

Section 18.2 There shall be no restriction on the use of machinery, tools, or appliances used in connection with the installation of work coming under the jurisdiction of the Union.

Section 18.3 There shall be no restriction on the use of any raw or manufactured materials, except prison made.

Section 18.4 Pipe work of every description being installed under the supervision of those employing journeymen represented by the union in the pipe fitting industries must be handled, erected and installed by Journeymen represented by the Union. Nothing in this article shall supercede the provisions of any agreement which any Employer hereto has negotiated or in the future may negotiate with the United Association on a national basis.

Section 18.5 During the life of this Agreement, no employee represented by the Union shall work for any person not a party to this Agreement or perform work covered by this Agreement for any wages less than stipulated in this Agreement, nor shall they work for any party under any more favorable terms or conditions to the Employer than are implied in this Agreement. The Employer agrees to employ no employee represented by the Union for less than the rate of wages indicated in this Agreement.

Section 18.6 Employees represented by Local No. 449 shall not enter into a contract for installation or servicing of any work described in this agreement.

Section 18.7 A refrigeration and/or air conditioning contractor described in Article VI, Section 6.6 page 19 of this Agreement, or any member of the firm, shall not perform any work which is rightly the work of employees represented by Local Union 449.

ARTICLE XIX

Code

Section 19.1 The Union and the MCA mutually agree to actively pursue and encourage the establishment of any local, state or federal building code regulations pertaining to the HVAC-R and Piping Industry. It is also agreed that the Union and the MCA will promote and support any and all efforts made towards licensing procedures and requirements applicable to individuals performing work in the HVAC-R and Piping Industry.

ARTICLE XX

Savings Clause

Section 20.1 If any article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive, legislative, judicial, or administrative branch of the federal or any state government, the Employer, Employer Association and the Union shall suspend the operation of such article or provision during the period of its invalidity and shall substitute, by mutual consent, in its place and stead, an article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the article or provision in question.

Section 20.2 If any article or provision of this Agreement shall be held invalid, inoperative, or unenforceable by operation of law, or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such article or provisions to persons or circumstances other than those to which it has been held invalid, inoperative, or unenforceable shall not be affected thereby.

ARTICLE XXI

Duration and Termination

Section 21.1 This Agreement shall be in full force and effect from June 1, 2000 to May 31, 2005, unless notice of termination is given in writing by either party to the other party (Local Union 449 or signatory Employer) at least ninety (90) days prior to the expiration date.

Section 21.2 In the event notice of modification is given by either the Union or the Employer Association to the other party and agreement on a modified agreement is not reached by the anniversary date, both parties agree to continue to work under the terms of this agreement on a day to day basis until such time that either an agreement or impasse is reached.

ARTICLE XXII

Conference Committee

Section 22.1 There shall be established a Conference Committee with representatives for the union and the Employer Association, for the purpose of explaining the meaning and intent of this Agreement. This committee shall stand during the life of this Agreement and shall consist of seven (7) members appointed by and representing the Union and seven (7) appointed by and representing the Employer.

Appendix B

TEMPORARY OPERATION OF A HEATING OR COOLING SYSTEM

ARTICLE I

Section 1.1 (a) When temporary operation of a permanent heating or cooling system is required and has been installed by the mechanical contractor, the system shall be maintained by journeymen steamfitters as hereinafter provided.

(b) For the purpose of this Article, the heating portion and cooling portion of an air conditioning system shall be treated as individual systems, and the completion or lack of completion, of either system shall have no bearing on the operation of the other system.

Section 1.2 No maintenance will be required on installation with less than a heating or cooling system capacity of 500,000 BTUH net installed.

Section 1.3 The job classification of "Temporary Maintenance Man" is hereby established at a wage rate equal to 80% of the journeyman's base rate plus full fringes. A temporary maintenance man shall perform all required maintenance work for the proper operation of the system.

Section 1.4 (a) The duties of the above mentioned temporary maintenance man are:

- (1) Lubricate equipment if required,
- (2) Change filters if required,
- (3) Operate manual valves to control temperature,
- (4) Manual starting and stopping of equipment to maintain temperatures.

The Business Agent and a Representative of the contractor will meet on any given job to determine temporary maintenance requirements.

(b) The parties hereto agree not to permit the operation of the permanent heating or cooling system or extension thereof unless it has been accepted by the owners or maintained with forty (40) hours of maintenance labor, Monday through Friday, while it is in operation. Under these conditions, the system may be operated on a continuous

basis twenty-four (24) hours a day, seven (7) days a week with a minimum of one man per project.

(c) Any eight (8) hour shift continuing after midnight Friday shall be considered part of the normal forty (40) hour week under this agreement. Once a shift has started, it shall continue for at least forty (40) hours.

(d) Once the heating or cooling system is put into operation on a temporary basis, a forty (40) hour per week Monday through Friday maintenance shall remain until the heating or cooling system is accepted by the owner or its temporary operation is no longer required.

(e) When a journeyman or maintenance journeyman works more than eight (8) hours in any one day or more than forty (40) hours in any one week to maintain temporarily-operated equipment, he shall be paid one and one-half (1½) times his normal rate for such overtime.

Section 1.5 The mechanical contractor shall have the right to assign a maintenance man to the second and/or third shifts per day on a forty (40) hour per week basis as he sees fit during the heating or cooling season.

Section 1.6 When the heating or cooling system is substantially complete, the owner may accept the system and temporary maintenance will terminate. Substantially complete is defined as all of the system's piping, equipment, and appurtenances are installed and in operable condition, excepting only the temperature control system.

Section 1.7 When a temporary maintenance man is required on a job that is working on an overtime schedule, the temporary maintenance man will work overtime schedule.

Appendix C

DUES CHECKOFF

Section A: The Employer (or any successor Employer, or Employer member of the Mechanical Contractors Association of Western Pennsylvania, Inc.) agrees, during the term of this Agreement, to deduct the regular and periodic monthly local union dues from the gross weekly wages earned by all employees within the bargaining unit represented by the Local Union in an amount equal to three and one-half percent (3.5%) for Building tradesmen only and two and one-half percent (2.5%) for Mechanical Equipment Service Journeymen and Apprentices of said gross weekly wages, percent of said gross weekly wages. Such deductions shall be made from the gross weekly pay of those employees who have authorized such deductions.

Section B: Check Off Authorization

Such authorization shall be irrevocable for the period of one (1) year from the date thereof or until the termination of this Agreement, whichever occurs sooner. Furthermore, this authorization shall automatically renew itself for successive irrevocable annual periods, but in no case for any period beyond the termination of the current agreement or any successive agreement during which term the employee gives notice to the contrary, in writing by registered mail to the Employer and the Local Union, no less than two (2) days and not more than fifteen (15) days before the expiration thereof or before the expiration of any annual renewal period, as the case may be.

Section C: Transfer of Check Off Receipts

The aggregate sum so deducted shall be forwarded by the Employer to the Local Union Secretary-Treasurer, or his designated agent, not later than the fifteenth (15) day of the month following the month in which such dues were deducted and became due and payable to the Local Union. Such deductions shall be conclusively presumed to be wages. Such deductions shall be submitted by the Employer together with the Employer's Contributions to the Local Union's Combined Funds and designated as Local Union Monthly Dues with an itemization thereof allocated to each named employee.

Appendix D

CREDIT UNION SAVINGS FUND

1. The employer agrees, effective June 1, 1980, and during the term of this agreement thereafter to deduct from the amount due each employee the sum of 25 cents and up per hour for which the employee was paid for each employee who is within the bargaining unit represented by the local union.

2. The Employer also agrees to allow the employee to select in increments of \$.25, an amount they wish to have deducted from their hourly wage. The employee will designate the desired amount of deduction on the first day of his employment and thereafter every July 1st.

Appendix E

WORK RULES

A. The selection of craft foremen and general foremen shall be entirely the responsibility of the employer, it being understood that in the selection of such foremen the employer will give primary consideration to the qualified men available in the local area. After giving such consideration the employer may select such men from other areas. Foremen and general foremen shall take orders from individuals designated by the employer.

B. The welding torch and chain falls are tools of the trade having jurisdiction over the work being performed. Craftsmen using these tools shall perform any of the work of the trade and shall work under the supervision of the craft foremen.

C. Workmen shall be at their place of work at the starting time and shall remain at their place of work until the quitting time.

D. There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of men assigned to any crew or to any service.

E. Practices not apart of terms and conditions of collective bargaining agreements will not be recognized.

F. Slowdowns, standby crews and featherbedding practices will not be tolerated.

G. A steward shall be a qualified workman performing work of his craft and shall exercise no supervisory functions. There shall be no nonworking stewards.

H. There shall be no illegal strikes, work stoppages or lockouts.

I. When a local union does not furnish qualified workmen within 48 hours (Saturdays, Sundays and holidays excluded), the contractor shall be free to obtain workmen from any source.

J. It is agreed that overtime is undesirable and not in the best interest of the industry or the craftsmen. Therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances demand overtime, such overtime will be kept at a minimum.

K. If the contractor so elects, he may work shift work at a rate negotiated in the applicable agreements. If the agreements do not contain rates pertaining to shift work, the parties should establish such shift rates by negotiations for a specific project. The employer shall determine the crafts and the number of men assigned to each of the shifts so established.

Appendix F

Substance Abuse Provision

1. Statement of Purpose.

The Union and the Employer agree that it is the responsibility of both parties to overcome problems of substance abuse in the workplace. The parties further agree that a Substance Abuse Testing Provision is necessary for the parties to remain competitive in the mechanical contracting industry. The Union and the Employer hereby agree to the following provisions that will be applicable on projects and work covered by this Agreement.

2. Drug and Alcohol Testing.

The Employer may, if required by the customer or the job site specifications, conduct Pre-employment Drug and Alcohol Testing of applicants as a qualification for employment.

3. Collection and Testing Procedures.

All drug and alcohol testing, including collection, testing and verification, of the specimen shall be collected and processed according to the Department of Transportation guidelines for workplace transportation workers as set forth in 49 CFR 40.

4. Procedures for Positive Drug and Alcohol Test Results.

Any employee whose test result under this Article is positive shall be denied employment and returned to the hiring hall. In addition, the Employer shall make available to the employee a referral for confidential assistance, counseling and the opportunity for treatment.

5. Payment for Drug and Alcohol Tests

Any drug and/or alcohol test required by the Employer under this Article shall be paid for at the Employer's expense. This will include any drug and/or alcohol test required by the customer. Any split sample test requested by the employee after a positive result has been reported shall be at the employee's expense. If the retest produces a negative result, the employee will be reimbursed by the Employer for the cost of the retest. If the retest confirms a positive result, the employee will be subject to the provisions of Paragraph 4 above.

Appendix G

**NOTICE OF SEPARATION
FROM EMPLOYMENT FORM**

MECHANICAL CONTRACTOR: _____

Employee's Name: _____

Social Security Number: _____

Job Name and Number: _____

Foreman's Name: _____

Steamfitter BTJ _____

Steamfitter MESJ _____

Steamfitter BT App. _____

Steamfitter MES App. _____

LAST DATE WORKED: _____

REASON FOR SEPARATION FROM EMPLOYMENT

____ LAYOFF

____ TERMINATION

____ Lack of Work

____ Excessive Absenteeism or
Tardiness

____ Reduction in Force

____ Violation of Company Safety Policy

____ Requested

____ Other (explain below)

____ Insubordination

____ VOLUNTARY
QUIT

____ FAILED WELDER
CERTIFICATION TEST

____ FAILED PRE-EMPLOYMENT
SAFETY TEST

____ OTHER (explain):

REMARKS: _____

Employee Signature

Date

Authorized Employer Representative

Date

**MECHANICAL CONTRACTORS ASSOCIATION
OF WESTERN PENNSYLVANIA, INC.
5131 Cypress Street , Pittsburgh, Pennsylvania 15224
2000 ROSTER OF STEAMFITTER EMPLOYERS**

1. **APEX MECHANICAL, INC.**
1562 Collier Avenue
Heidelberg, PA 15106
Mr. Charles L. Jones
412-279-9940 - PH
412-279-9940 - FAX
2. **BRYAN MECHANICAL, INC.**
3401 Grand Avenue
Pittsburgh, PA 15225
Mr. Miles R. Bryan
412-771-3400 - PH
412-771-1118 - FAX
3. **CLAYWORTH MECHANICAL, INC.**
26 South 27th Street
Pittsburgh, PA 15203
Mr. Clayton Hollingsworth
412-381-8280 - PH
412-381-8293 - FAX
4. **COLEMAN SPOHN PITTSBURGH, INC.**
1801 Center Avenue, Suite 201
Pittsburgh, PA 15219
Mr. Howard Midgley
412-560-4424 - PH
412-560-4426 - FAX
5. **WAYNE CROUSE, INC.**
3370 Stafford Street
P.O. Box 4349
Pittsburgh, PA 15204
Mr. Kenneth Marino
412-771-5176 - PH
412-771-6783 - FAX
6. **A. J. DEMOR & SONS, INC.**
2150 Eldo Road
Monroeville, PA 15146
Mr. David A. Demor
412-242-6125 - PH
412-372-5818 - FAX
7. **EAST-WEST MFG. & SUPPLY**
1034 Peralta Street
P.O. Box 6848
Pittsburgh, PA 15212
Mr. Kenneth C. Gerst
412-323-8180 - PH
412-323-0240 - FAX
8. **EASTLEY, INC.**
801 Vinial Street
Pittsburgh, PA 15212
Mr. James C. Eastley, Jr.
412-323-8700 - PH
412-323-2071 - FAX
9. **FAZIO MECHANICAL SERVICES**
56th & Harrison Streets
Pittsburgh, PA 15201
Mr. Ross E. Fazio
412-782-6338 - PH
412-782-4115 - FAX
10. **R. A. FINNEGAN, INC.**
803 Greenway Drive
Pittsburgh, PA 15204
Mr. Patrick Finnegan
412-771-1841 - PH
412-771-1813 - FAX
11. **GALLY CONSTRUCTION SERVICES,**
3 Butler Street
Pittsburgh, PA 15209
Mr. William Gally
412-821-2310 - PH
412-821-4610 - FAX
12. **JAMES E. HUCKESTEIN, INC.**
200 Poplar Street
Pittsburgh, PA 15223
Mr. James E. Huckestein
412-781-5750 - PH
412-781-9562 - FAX
13. **HYDE GROUP, INC.**
499 Melwood Avenue
Pittsburgh, PA 15213
Mr. Bernard MacDonagh
412-682-1200 - PH
412-682-1145 - FAX
14. **JOHNSON CONTROLS, INC.**
117 Technology Drive
Pittsburgh, PA 15275
Mr. Barry Veverka
412-787-9880 - PH
412-787-2512 - FAX
15. **R. C. KAISER PLUMBING CO.**
10320 Perry Highway
P.O. Box 656
Wexford, PA 15090
Mr. Richard C. Kaiser
724-935-3490 - PH
724-935-3230 - FAX
16. **J. A. KENNEDY PLUMBING CO.**
200 West Street
E. Pittsburgh, PA 15112
Mr. James J. Kennedy
412-824-5130 - PH
412-824-5642 - FAX

**MECHANICAL CONTRACTORS ASSOCIATION
OF WESTERN PENNSYLVANIA, INC.
5131 Cypress Street, Pittsburgh, Pennsylvania 15224
2000 ROSTER OF STEAMFITTER EMPLOYERS**

17. C. H. LACEY, INC.
3409 Walnut Street
McKeesport, PA 15132
Mr. William C. Lacey
412-678-6186 - PH
412-678-2055 - FAX
18. LIMBACH COMPANY
Four North Shore Center
Pittsburgh, PA 15212
Mr. Fred Kienast
412-359-2100 - PH
412-359-2248 - FAX
19. McKAMISH-CHESAPEAKE, INC.
55th & AVRR
Pittsburgh, PA 15201
Mr. John Jordan
412-781-6262 - PH
412-781-2007 - FAX
20. M.E.M.C.O.
709 Cedar Way
Oakmont, PA 15139
Mr. Edward F. Ambrose
412-828-0390 - PH
412-828-0397 - FAX
21. MOORE-BOEHM ENTERPRISES
70 Mayview Road
P.O. Box 576
Lawrence, PA 15055-0576
Mr. Karl J. Boehm
724-746-1445 - PH
724-746-4720 - FAX
22. PORT VUE PLUMBING, INC.
3716 Liberty Way
McKeesport, PA 15133
Mr. Richard Perkoski
412-673-3988 - PH
412-673-7934 - FAX
23. PROFESSIONAL MECHANICAL
SALES & SERVICE, INC.
110 Cheswick, PA 15024
Mr. Donald Hollinger
724-274-4048 - PH
724-274-5921 - FAX
24. Q-DOT, INC.
P.O. Box 40319
Pittsburgh, PA 15201
Mr. Daniel Whalen
412-471-6618 - PH
412-471-0230 - FAX
25. QUALITY MECHANICAL SERVICE
1300 Hulton Road
Verona, PA 15147
Mr. Nick Birkos
412-798-2232 - PH
412-798-7725
26. RUTHRAUFF, INC.
400 Locust Street
McKees Rocks, PA 15136
Mr. David G. Faller
412-771-6800 - PH
412-771-4222 - FAX
27. SAUER, INC.
30 - 51st Street
Pittsburgh, PA 15201
Mr. Dave Casciani
412-687-4100
412-687-4114
28. SCALISE INDUSTRIES
381 Colonial Manor Road
North Huntingdon, PA 15642
Mr. Tony Scalise
724-863-6300 - PH
724-863-6600 - FAX
29. SENTRY MECHANICAL, INC.
1015 Seco Road
Monroeville, PA 15146
Mr. Thomas Gray
412-380-0395 - PH
412-380-0397 - FAX
30. SERVICE EQUIPMENT COMPANY
10 Ben Aven Heights Road
P.O. Box 4180
Pittsburgh, PA 15202
Mr. J. Thomas Good
412-766-6085 - PH
412-766-7017 - FAX
31. SIMMONS MECHANICAL CONTRACTORS
5115 Walnut Street
McKeesport, PA 15132
Mr. Dave Simmons
724-446-0291 - PH
412-754-1179 - FAX
32. STEVENS PAINTON CORP.
160 Technology Drive
Canonsburg, PA
Mr. Sheldon Jones
724-873-1200 - PH
724-873-0937 - FAX

NON MCA SIGNATORY CONTRACTORS

- 1. ABB CE SERVICES**
575 Epsilon Drive
Pittsburgh, PA 15238
Mr. Tom Walsh
412-967-5800 - PH
412-967-5821 - FAX
- 2. ADVANCED PLUMBING**
1317 Pennsylvania Avenue
Monaca, PA 15061
Mr. John Hodovanich
724-774-6188 - PH
724-774-5934 - FAX
- 3. AEROTECH MECHANICAL**
574 McClurg Road
Youngstown, OH 44512
Mr. Len Williams
330-758-2311 - PH
330-758-1812 - FAX
- 4. ARC HEATING & COOLING**
81 Walton Road
Pittsburgh, PA 15236
Mr. Bob Held
412-885-2313 - PH
412-884-6244 - FAX
- 5. ATLANTIC PLANT MAINTENANCE**
4770 Duks Dr., Suite 120
Mason, OH 45040
Mr. Bill Finley
800-552-7802 - PH
513-336-2202 - FAX
- 6. AUTOMATED ENTRANCE SYSTEMS**
313 Archie Street
Oakmont, PA 15139
Mr. Bruce Sadler
412-661-4141 - PH
412-828-5435 - FAX
- 7. BABCOCK & WILCOX**
20 S. Van Buren
Barbertown, OH 44203
Mr. Pat Bocian
330-753-4511 - PH
330-860-1886 - FAX
- 8. BRONDER TECHNICAL SERVICE**
P.O. Box 2871
Butler, PA 16003
Mr. Ken Bronder
724-282-8179 - PH
724-282-7897 - FAX
- 9. BUILDING CONTROL SYSTEMS**
P.O. Box 708
Carnegie, PA 15106
Mr. Gary Handerhan
412-279-7774 - PH
412-279-7747 - FAX
- 10. CARRIER CORPORATION**
135 Southpoint Dr.
Bridgeville, PA 15171
Mr. Tim Hawkins
412-221-6021 - PH
412-221-7753 - FAX
- 11. CHAPMAN CORPORATION**
331 S. Main Street
Washington, PA 15301
Mr. Harry Watson
724-228-1900 - PH
724-228-4311 - FAX
- 12. COMMERCIAL PIPING**
P.O. Box 2743
Youngstown, OH 44507
Mr. Geo. Poschner, III
330-788-4041 - PH
330-788-9377 - FAX
- 13. CONDITIONED AIR, INC.**
2238 Lynnbrook Avenue
Pittsburgh, PA 15226
Mr. Bob Beiler
412-343-6110 - PH
412-343-6113 - FAX
- 14. DASCO, INC.**
3001 Grand Avenue
Pittsburgh, PA 15225
Ms. Marsha Deihl
412-771-4140 - PH
412-771-4226 - FAX
- 15. JOE DAVIS COMPANY**
755 Washington Avenue
Bridgeville, PA 15017
Mr. John Sirc
412-257-8360 - PH
412-257-8392 - FAX
- 16. DEER LAKES MECHANICAL**
136 W. Starz Road
Cheswick, PA 15024
Mr. Joseph Switalski
412-767-5705 - PH
412-767-5705 - FAX
- 17. EICHLLEY CORPORATION**
6585 Penn Avenue
Pittsburgh, PA 15206
Mr. John Nunez
412-363-9000 - PH
412-365-3305 - FAX
- 18. ENDERS PLUMBING & HEATING**
328 Bluff Street
Kittanning, PA 16201
Mr. Dan Enders
724-543-2213 - PH
724-545-1045 - FAX

NON MCA SIGNATORY CONTRACTORS

19. **ENERFAB**
4955 Spring Grove
Cincinnati, OH 45232
Mr. Steve Harbison
513-482-7695 - PH
513-641-1821 - FAX
20. **FOSTER WHEELER ZACK**
824 Morganza Road
Canonsburg, PA 15317
Mr. Doug Kohne
724-745-6321 - PH
724-745-6411 - FAX
21. **JOHN HARRISON**
P.O. Box 9535
Pittsburgh, PA 15223
Mr. Phil Walters
412-961-133 - PH
412-486-4943 - FAX
22. **JOHN HAUGHEY & SONS**
3110 Versailles Avenue
McKeesport, PA 15132
Mr. Bill Haughey
412-678-6382 - PH
412-678-2719 - FAX
23. **HONEYWELL, INC.**
1005 S. Bee Street
Pittsburgh, PA 15220
Mr. Jim Mann
412-928-4200 - PH
412-928-4232 - FAX
24. **INVENSYS**
151 Hillpointe Drive
Canonsburg, PA 15317
Mr. David Scrianka
724-743-0200 - PH
724-743-0211 - FAX
25. **KAPCO REFRIGERATION**
1200 Route 8
Glenshaw, PA 15116
Mr. Dan Kapetanovich
412-487-6566 - PH
412-487-6827 - FAX
26. **KINETICS**
2805 Mission College Blvd.
Santa Clara, CA 95054
Mr. Ron Wood
610-367-4110 - PH
610-367-4103 - FAX
27. **KVAERNER SONGER**
455 Racetrack Road
Washington, PA 15301
Mr. Chuck Schropp
724-223-0800 - PH
724-223-9445 - FAX
28. **LMS SERVICES**
400 Semple Avenue
Pittsburgh, PA 15202
Mr. Dan Sefick
412-734-2578 - PH
412-732-0899 - FAX
29. **McCARLS, INC.**
P.O. Box 191
Beaver, PA 15010
Mr. Jim Miller
724-843-5660 - PH
724-843-3180 - FAX
30. **McCARLS SERVICES**
Executive Dr., Bldg. 230
Cranberry Twp., PA 16066
Mr. Kevin McCarl
724-772-0510 - PH
724-772-0511 - FAX
31. **MINNOTTE CORPORATION**
Minnotte Square
Pittsburgh, PA 15220
Mr. Mike Garatin
412-922-1553 - PH
412-922-9051 - FAX
32. **NPS ENERGY SERVICES**
412 Amity Road
Harrisburg, PA 17111
Mr. Shawn Owens
717-257-3990 - PH
717-257-3998 - FAX
33. **NRG CONTROLS**
294 W. Steuben Street
Pittsburgh, PA 15205
Ms. Linda Weir
412-922-2300 - PH
412-928-3840 - FAX
34. **O Z ENTERPRISES**
2415 S. Kings Lane
Pittsburgh, PA 15241
Mr. Brian O'Neill
724-695-5600 - PH
724-831-9116 - FAX
35. **PAS SYSTEMS**
565 Parker Road
Starve, PA 16055
Mr. Keith Smith
724-295-4400 - PH
724-295-4430 - FAX
36. **D. POWELL, INC.**
707 Delafield
Pittsburgh, PA 15215
Mr. Don Powell
412-781-2121 - PH
412-781-6622 - FAX

NON MCA SIGNATORY CONTRACTORS

- 37. POWER PIPING, INC.**
4 Allegheny Center #401
Pittsburgh, PA 15212
Mr. Sam McPherson
412-323-6200 - PH
412-323-6334 - FAX
- 38. QUANTUM INDUSTRIES**
3360 A Coffey Lane
Santa Rosa, CA 95403
Mr. Brandon Robinson
707-523-9797 - PH
707-542-160 - FAX
- 39. ROTH BROTHERS, INC.**
3847 Crum Road
Youngstown, OH 44515
Mr. Gary Yankowski
330-793-5571 - PH
330-799-9005 - FAX
- 40. SIMAKAS COMPANY**
630 Route #228
Mars, PA 16046
Mr. Edward Ley
724-625-3900 - PH
724-625-3944 - FAX
- 41. SIEMENS BLDG TECHNOLOGY**
600 Bursa Drive, Suite 606
Bridgeville, PA 15017
Mr. Denny Mumperd
412-257-0200 - PH
412-257-0211 - FAX
- 42. STORE SYSTEMS**
52 East Myrtle Avenue
Youngstown, OH 44507
Mr. Bob Lias
330-774-0253 - PH
330-744-4323 - FAX
- 43. W.G. TOMKO & SONS, INC.**
859 Missionary Drive
Pittsburgh, PA 15236
Mr. William Tomko
412-881-1800 - PH
412-881-1801 - FAX
- 44. TRANSLAGIC CORP**
147 Witmer Road
Horsham, PA 19044
Mr. Bob McLean
215-957-1000 - PH
215-957-1170 - FAX
- 45. UNION HEATING & COOLING**
35 E. Prospect Avenue
Pittsburgh, PA 15205
Mr. Stephen Mills
412-921-4991 - PH
412-921-5205 - FAX
- 46. YORK INTERNATIONAL CORP.**
3471 Babcock Blvd.
Pittsburgh, PA 15237
Mr. Larry Wachter
412-364-6600 - PH
412-364-8140 - FAX
- 47. S. ZELIK, INC.**
9483 Saratoga Drive
Pittsburgh, PA 15237
Mr. John Zelik
412-366-8646 - PH
412-366-0646 - FAX

**UNITED ASSOCIATION OF JOUR-
NEYMEN AND APPRENTICES OF
THE PLUMBING AND PIPE FIT-
TING INDUSTRY OF THE UNITED
STATES AND CANADA,
STEAMFITTERS LOCAL UNION
No. 449.**

**MECHANICAL CONTRACTORS ASSOCIATION
OF WESTERN PENNSYLVANIA, INC.**

New Contractor's Signature

If the undersigned contractor is not a member of the MCA. By signing this Agreement, however, the undersigned agrees to be bound by the terms and condition of the MCA/Local 449 Agreement and agrees to be bound by any amendment and/or successor Agreement negotiated by the MCA and Local 449 unless Notice of Termination is given in writing by either party at least ninety (90) days prior to the contract expiration date of this Agreement or any successor Agreement.

.....
Name

.....
Title

.....
Name of Company

.....
Address

.....
Business Manager

Attest:

.....
Secretary/Treasurer

.....
MCA Chairman

Attest:

.....
MCA Executive Director

.....
Phone Number

.....
Fax Number

Signed and agreed to this day of, 20.....

LOCAL UNION COPY

**UNITED ASSOCIATION OF JOUR-
NEYMEN AND APPRENTICES OF
THE PLUMBING AND PIPE FIT-
TING INDUSTRY OF THE UNITED
STATES AND CANADA,
STEAMFITTERS LOCAL UNION
No. 449.**

**MECHANICAL CONTRACTORS ASSOCIATION
OF WESTERN PENNSYLVANIA, INC.**

New Contractor's Signature

If the undersigned contractor is not a member of the MCA. By signing this Agreement, however, the undersigned agrees to be bound by the terms and condition of the MCA/Local 449 Agreement and agrees to be bound by any amendment and/or successor Agreement negotiated by the MCA and Local 449 unless Notice of Termination is given in writing by either party at least ninety (90) days prior to the contract expiration date of this Agreement or any successor Agreement.

.....
Business Manager

Attest:

.....
Secretary/Treasurer

.....
MCA Chairman

Attest:

.....
MCA Executive Director

Signed and agreed to this day of, 20.....

.....
Name

.....
Title

.....
Name of Company

.....
Address

.....
Phone Number

.....
Fax Number

CONTRACTOR'S COPY

