

**Agreement Between**

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

**And**

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

**Effective July 3, 2023, to and including July 4, 2027**

# Index

<u>SUBJECT</u> .....	<u>PARAGRAPH #</u>
Apprentice.....	(62)-(68),(86),(160),(215)
Apprenticeship Fund .....	(165), (166),(203),(204)
Arbitration .....	(111)-(113)
Assent of Participation .....	(6)
Bereavement Pay.....	(27)
Bonding Requirements.....	(186), (187), (221)
Call Back.....	(39)
Checks & Stubs.....	(41),(42),(44)
Coffee Breaks .....	(35), (36),(55)
Collective Bargaining Unit .....	(13), (14)
Credit Union.....	(161), (190), (191)
Definition - Employee .....	(3)
Definition - Employer .....	(4)
Direct Deposit .....	(41)
Drinking Water .....	(125)
Dues Deduction .....	(10)-(12),(161),(163),(188), (189)
Emergency Work.....	(34),(44)
Employee Furnish Data - 5 year History .....	(88)
Employee Injuries .....	(131), (132)
Employee Sub-contracting .....	(16), (17)
Employee Termination .....	(47)
Employer (work with tools) .....	(15)
Employer Delinquency Control.....	(192)
Employer Failure to Pay - Liquidated Damages .....	(50)
Employer Failure to Pay into Funds .....	(204)
Employer Letter.....	(225)
Employer Out of Jurisdiction .....	(45), (48)
Employer Sale of Business .....	(156)
Employer Termination.....	(208)-(211)
Employer - U/C, W/C.....	(45), (205), (206)
Fab Shop Addendum .....	(222)
Fabrication .....	(120), (136)-(139), (222)
First-Aid .....	(128)
Flexible Work Week .....	(26)
Foremen.....	(141)-(151)
Foremen Rates .....	(159)
Fringe Benefit Rates .....	(158) (160)
Fringe Benefits.....	(171)-(204)
Fringe Benefit-Contributions .....	(176)-(185)
Fringe Benefit-Deductions.....	(161), (163)
Fringe Delinquency or Late Payment .....	(180)-(185)
Geographic Jurisdiction.....	(5)
Government Intervention.....	(218)
Grievance Committee .....	(108)
Grievance Procedure .....	(106)-(113)
Hazard Pay .....	(169)
Hiring Hall .....	(69)-(98), (219)
Holidays .....	(24), (25)
Incorrect Checks .....	(43), (44)
Job-site Requirements .....	(124)-(132)
Joint Apprenticeship Fund .....	(203)-(204)
Jurisdictional Disputes .....	(106), (107)
Keyman.....	(87), (150)
Joint Conference Committee.....	(99)-(104)
Length of Agreement.....	(213)
Lunch Period.....	(37), (38), (55)
Make Up Day .....	(26),(51)
Masters License .....	(20), (21)
Mechanical CAF.....	(195)-(201)
Moonlighting .....	(16), (17), (19)
National Pension Plan.....	(194)
Non-Discrimination.....	(114)-(116)
Non-Purchase List.....	(140)
Out-of-Work List .....	(75), (90), (91)
Overtime .....	(29),(38), (55), (162),(217)
New Construction Work.....	(34)
Parking.....	(130)

Parking - Downtown .....	(170)
Professional Licensing and Education Fund.....	(202)
Recognition and Scope .....	(5)-(7)
Referral Procedure .....	(69)-(98), (219)
Referral Slip .....	(90)
Referral with Specifications .....	(91)
Refusal to Hire .....	(91)
Reporting Time .....	(32), (33)
Request for Employee.....	(70), (84), (91)
Safety Equipment.....	(118), (122), (123)
Savings Clause .....	(152)-(157)
Shelter .....	(129)
Shift Work .....	(30)-(31), (52)
Show-up.....	(32)-(33), (53)-(54)
State Income Tax.....	(207)
Stewards.....	(57)-(61)
Sub-contracting .....	(16), (133)-(135)
Substance Abuse Program .....	(105)
Supervision .....	(141)-(151)
Territory .....	(5)
Toilet Facilities .....	(126), (127), (223)
Toledo Maintenance Agreement .....	(226)-(312)
Tools .....	(117)-(123)
Trainee Addendum.....	(220)
Training Requirement.....	(0)
Travel Pay.....	(167), (168)
UA Standards for Excellence .....	(220)
Unemployment Comp .....	(45), (205), (206)
Union Access to Jobs.....	(56)
Union Affiliation .....	(116)
Union Moonlighting Charges .....	(19)
Union Dues Check-off .....	(10)-(12), (161)
Union Membership .....	(8), (9)
Union Security.....	(8)-(12)
Unscheduled Overtime.....	(38), (44), (55), (97), (217)
Vacation .....	(28)
Vehicles .....	(18)
Wage Rates .....	(158)-(161)
Wage Rates - Adjustment Dates .....	(49) (162) (164)
Wage Rates - Apprentices.....	(160)
Wage Rates - Foreman .....	(159)
Wage Rates - Metal Trades Helpers .....	(222)(a)
Wage Rates - Overtime .....	(162)
Wage Rates - Trainees.....	(220)(0)
Wages - Layoff, Quits .....	(42), (44), (46)
Wages - Payday .....	(40)
Welder Helper & Equipment.....	(121)
Work Week .....	(23)
Work Week - 4/10's .....	(51)-(55)
Work Hours (Day) .....	(22), (52)
Workers Compensation.....	(45), (205), (206)
Working Conditions .....	(124)-(132)
SIGNATURES.....	(213)(a)
SCHEDULE A Covered Work .....	(214)
SCHEDULE B Apprenticeship.....	(215)
SCHEDULE C Work Rules.....	(216)
MEMORANDUMS.....	(217)-(225)
TOLEDO MAINTENANCE AGREEMENT .....	(226)
NORTHWEST OHIO RESIDENTIAL ADDENDUM ....	(314)

## Toledo Maintenance Agreement - Index

<u>SUBJECT</u>	<u>PARAGRAPH #</u>
Addendum Origin	(226)
Addendum Conditions	(227)
Arbitration	(266)-(267)
Breaks	(257), (291)
Call In	(305)-(310)
Composite Crew	(294)-(300)
Crew Size	(243)
Definitions	(230)-(234)
Flexible Work Week	(285)
Foremen	(244), (255)
Grievance Committee	(265)
Grievance Procedure	(261)-(265)
Hazard Pay	(279)
Holidays	(301)
Interference with Owner's Employees	(250), (277)
Jurisdictional Disputes	(268)-(269)
Make Up Day	(287)
Management Rights	(241)-(252)
Meal Allowance	(283)
Overtime	(287), (292), (307)-(309)
Owner's Rules & Regulations	(245)
Payday	(282)
Productivity	(249)
Purpose	(228)
Referral	(237)
Relationship with Owner	(238)-(240)
Reporting Location	(256)
Reporting Pay	(289), (302)
Safety & Training	(248), (304)
Scope of Agreement	(229), (235)
Security for Tools	(252)
Shift Work	(288), (293)
Show up Time	(290), (302)-(303)
Staggered Lunch & Starting Times	(286)
Stewards	(271)-(277)
Strikes or Lockouts	(258)-(259)
Supervision	(243)-(244), (255)
Tool Room	(311)-(312)
Travel Allowance	(280)
Union Access to Jobs	(270)
Unscheduled Overtime	(283)
Wage Rates	(278), (281)
Work Rules	(252)-(257)
Work Schedule	(284)-(292)
Work Week 4-10's	(287)-(291)
Work Week	(284)

## Northwest Ohio Residential Addendum Index

<u>SUBJECT</u>	<u>PARAGRAPH #</u>
Addendum Origin	(226)
Addendum Conditions	(314)-(315)
Apprentices	(317)B, (321)D, (327)-(329)
Classifications	(317)
Foremen	(319), (321)C
Interns	(317)C, (321)E, (327)-(329)
Journeyman	(317)A, (321)A
Management Rights	(318)-(320)
Mandated Contributions	(323)
Public Projects	(324)
Safety & Training	(320)
Scope of Agreement	(315)-(316)
Strikes or Lockouts	(325)
Supervision	(319)
Tools	(331)-(332)
Wage Rates	(321)
Work Schedule	(326)
Working Assessments	(322)

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

**And**

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

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(1) This Agreement entered into this 3<sup>rd</sup> day of July, 2023, by and between the Mechanical Contractors Association of Northwestern Ohio, Inc. hereinafter called the "Association", and the United Association, Local 50, Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada (AFL-CIO), hereinafter called the "Union".

(2) Wherever in this Agreement "man" or "him" or their related pronouns may appear, either as words or parts of words, they have been used for representative purposes and are meant to include both female and male sexes.

**Article I  
Definitions**

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

(4) EMPLOYER - The term "Employer" shall mean any contractor engaged in the work set forth in Schedule A.

**Article II  
Recognition and Scope**

(5) The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees engaged in the performance of the work set forth in Schedule A in the following Ohio counties: Defiance, Fulton, Hancock, Henry, Lucas, Ottawa, Paulding, Putnam, Sandusky, Seneca, Williams and Wood, provided, however that should the jurisdiction of the Union be altered by its parent organization, such change shall be reflected in the operative effect of this Agreement.

(6) The Union has requested recognition as the Section 9(a) representative of each Employer's bargaining unit employees. The Union having demonstrated to each Employer's satisfaction that a majority of the bargaining unit employees covered by this collective bargaining agreement have designated the Union to serve as their collective bargaining representative, and are desirous of maintaining such representation, the Employer hereby agrees voluntarily to recognize the Union as the exclusive bargaining representative of all such employees pursuant to Section 9 (a) of the National Labor Relations Act, as amended, for all purposes even as if the Union had been certified by the National Labor Relations Board as the exclusive bargaining representative pursuant to a representation election conducted among employees in the bargaining unit, as that unit is defined elsewhere in this collective bargaining agreement.

(7) The Employer further agrees to waive any rights it may have to repudiate the Agreement upon its expiration.

**Article III  
Union Security**

(8) All employees now engaged by the Employer shall remain members, in good standing, of the Union during the term of this Agreement. All employees hired by the Employer shall become and remain members, in good standing, of the Union eight (8) days following the execution of this Agreement or the start of employment, whichever is the later date.

(9) In interpreting good standing in the Union, the Employer shall not discharge any employee for non-membership in the Union if: 1). it has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members; or  
2). if it has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring and retaining membership in the Union.

(10) The Employer shall deduct union dues from the wages of each employee who has voluntarily signed a dues deduction authorization form as required by law.

(11) The Union shall be responsible for obtaining and furnishing to the Employer all individually signed dues deduction authorization forms.

(12) The Union shall defend, indemnify and hold harmless the Employer for any and all claims made against the Employer arising out of the establishment and existence of a union dues program, except for the failure of the Employer to remit to the Union the union dues withheld.

**Article IV  
Collective Bargaining Unit**

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

**Article V  
Employer/Employee Scope**

- (15) One Employer may work with the tools if he complies with all terms set forth in the present Collective Bargaining Agreement.
- (16) No employee shall contract or sub-contract work in a lump sum on any job, nor engage in any work that would result in his acting as a competitor to any Employer.
- (17) It shall be the duty of the Union and the Employer, individually and as a whole, to diligently police and enforce these regulations to eliminate "moonlighting" especially after regular hours and on weekends.
- (18) All vehicles and self-propelled equipment belonging to the Employer which are used on projects shall have permanently affixed, in a clear and legible manner and in contrasting colors, the Employer's name and appropriate license number.
- (19) A journeyman or apprentice found doing any work as defined in Schedule A during or after the regular hours of this Agreement, either as self-employed or for any person or firm not in agreement with the Union, shall be brought before the Executive Board of the Local Union and fined accordingly if found guilty by the Board.
- (20) Any person having any Master's license or Contractor's license shall relinquish the license or lose their voting right and will be unable to sign the "out-of-work list".
- (21) Any person having any Master's license or Contractor's license wishing to become a working member of the Union shall relinquish said license or licenses and replace them with a journeyman's license.

**Article VI  
Hours and Related Matters**

- (22) The basic work day shall consist of eight (8) hours between 7:30 a.m. and 4:00 p.m., Monday through Friday, all inclusive, with the exception of the Holidays hereinafter provided.
- (23) The basic work week shall consist of forty (40) hours, Monday through Friday, inclusive, with the exception of the Holidays hereinafter provided. For the purposes of this Agreement, a day shall be considered as beginning at 7:30 a.m. starting time and ending on the following morning at the same hour, and the wage rate to be paid shall depend on the clock hours during which the time worked falls, notwithstanding the fact that this may result in two (2) rates of pay being paid for one (1) shift. However, this paragraph shall not be construed as a guaranteed work day or week. The choice of starting times may be varied by mutual consent of the Employer and the Union business representative.
- (24) The **seven** recognized Holidays for the purpose of this agreement shall be:
- New Years Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving Day and the Friday after**
  - Christmas Day
- (25) When holidays fall on Sunday, such holiday will be celebrated on the following Monday. When holidays fall on Saturday, such holiday will be celebrated on the preceding Friday. There shall be no paid holidays. Double time shall be paid for all work performed on a recognized holiday.
- (26) On jobs scheduled for five eight hour days, Monday through Friday. The Employer may request Employees who have been scheduled for work the full week, to work up to ten hours in a day at straight time. The appropriate overtime will be paid after ten hours in the day or 40 hours in the week. Any work over eight hours per day shall be voluntary on the part of the Employee. Employees declining such work shall do so without penalty or recrimination. If an Employer is found to violate the voluntary nature of this provision, the Grievance Committee, in addition to all remedies legally available at its discretion may suspend the Employer's ability to employ this provision.
- (27) Employees shall receive eight (8) hours pay (base rate) for a death in the immediate family (spouse or child).

- (28) Annual time off for vacation for each employee shall be at their own discretion, provided however, that the employee give the Employer two (2) weeks notice and there is manpower available.
- (29) Overtime shall consist of time working in excess of eight (8) hours on any regular work day, or forty (40) hours in any regular work week, or on any Saturday, Sunday, or on any of the holidays hereinafter provided, with the exception in paragraph (26) and other exceptions hereinafter stated. Any employee required to work continually in excess of eight (8) hours shall be paid at the overtime rate. The Employer shall notify the business office of the Union prior to the institution of any overtime work on a weekly basis.
- (30) Shift work may be performed at the option of the Employer. The wage rate for Second shift shall be 8 hours work for 8 hours pay, plus a \$2.00 per hour shift additive. The wage rate for Third shift shall be 8 hours work for 8 hours pay, plus a \$2.25 per hour shift additive. The basis for which shift rate shall be applicable lies where the majority of the straight time hours are worked. If the majority of straight time hours are worked before 12:30 a.m., second shift rate shall apply. If the majority of straight time hours are worked after 12:30 a.m., third shift rate shall apply. Should the employee be tardy or leave early, the Employer will compensate the employee for the full eight (8) hours pay, including the appropriate shift additive less those hours not worked.
- (31) If a job is to be worked twenty-four (24) hours on two (2) twelve (12) hour shifts, the first shift shall start at the regular starting time and receive overtime rate of pay after eight (8) working hours. The second shift shall be paid on the same basis as the first shift with a fifteen percent (15%) premium over and above the basic hourly wage.
- (32) An Employee who reports for work at the regular starting time and for whom no work is provided shall receive pay equivalent to two (2) hours at the applicable hourly rate, provided the Employee at the Employer's discretion remains available for work. An Employee who reports for work and for whom work is provided shall be paid for actual time worked but not less than two (2) hours. However, when strike conditions make it impractical for an Employer to put such an Employee to work, or where stoppage of work is occasioned thereby, or when an Employee leaves work of his own accord, the provisions of this paragraph shall not apply and wages shall be paid only for hours actually worked.
- (33) Any employee reporting for employment on his first day of hire shall receive pay for eight (8) hours work if he reports before 9:00 a.m., except where the request for the employee's referral was made not less than thirty-six (36) hours in advance, excluding Saturday, Sunday and holidays. If an employee is referred to a job thirty (30) or more miles from the Lucas County Courthouse, based on the shortest route therefrom, the foregoing reporting time shall be increased by one-half (½) hour. In all cases, however, if work is available and the employee refuses to complete a full day's work, pay will be for actual time worked only.
- (34) With the exceptions hereinbefore provided, no new construction work shall be performed on Saturday or on any of the holidays set forth herein; provided, however, in the case of an emergency, an arrangement to work such time must be made between the Employer and the business representative of the Union. Employees working such time shall receive pay at the appropriate overtime rates of pay.
- (35) The Employer shall provide two (2) rest periods (coffee breaks) of ten (10) minutes each total, at the work station; one (1) in the first four (4) hours and one (1) in the last four (4) hours of each shift. Nothing in this provision shall interfere with the right of the employee to take time off from work to meet the ordinary needs of personal hygiene. However, it is intended that the Foreman and/or Job Steward assist in preventing abuses of the ten (10) minute time limitations.
- (36) When an employee is requested to work in excess of nine and one-half (9-1/2) hours there shall be an additional ten (10) minute break at the eighth (8th) hour and every four (4) hours thereafter.
- (37) After the first four (4) consecutive hours of labor, employees shall be entitled to a thirty (30) minute lunch period for which they shall not be compensated.
- (38) When an employee is requested to work in excess of ten (10) hours on any day on which overtime hours have not been scheduled by the Employer with the employee no later than the preceding day, then the employee shall receive a thirty (30) minute lunch period, after the tenth (10th) hour of work, for which he shall be paid at his proper overtime rate. In the case of scheduled overtime, the employee shall receive a thirty (30) minute lunch period after the tenth (10th) hour of work and every (4) hours thereafter, for which he shall not be paid.
- (39) Employees, who after completing their regular shift are called back to work, shall do so promptly and shall receive their applicable rate of pay from the time the call is received, provided they report to work within one (1) hour therefrom. Employees shall remain on applicable overtime rate until he/she receives a shift break of a minimum of seven (7) hours.
- (40) All wages are due and payable once each week not more than three (3) working days following the close of the work week and not later than one-half (½) hour before the regular quitting time.
- (41) The Employer may choose to use direct deposit to pay all Employees of Group I and Group II. Groups III, IV, and V may choose to receive a weekly paycheck per paragraph (40) without penalty or recrimination. If the Employer chooses to utilize direct deposit, the monies shall be posted by 3:30 PM to the Employee's account on payday and the Employer shall either email or text message a copy of their pay stub by pay day, provided that a valid personal email address is provided by the Employee. If no email address is provided, a copy of the paystub shall be mailed.

- (42) An employee laid off or discharged shall continue to receive his contractual rate of pay until final check is received in full or direct deposit is made. A layoff slip with the Employer's Name, Address, Phone Number, Termination Date and Reason for Separation shall be included with the final paycheck or check stub.
- (43) In the event an Employee's check is issued incorrectly and the amount is greater than 2 hours at the individual's base hourly rate, beginning from the time the employee notifies the Employer or their representative, the Employer will have until the end of the shift of the next normal working day (Monday through Friday) to correct the amount paid. Failure to comply with these provisions will result in a penalty to the Employer of two (2) hours pay for every normal workday or portion thereof that the check is not corrected, up to a maximum of ten (10) hours.
- (44) Scheduled overtime and regular work week wages shall be payable upon layoff. Layoff on emergency or unscheduled overtime shall be payable the following business day at the Employer's office no later than 12:00 noon or mailed to the employee at the employee's discretion. If it is necessary to rewrite a layoff check outside of normal business hours, due to an employee's late start or early quit, the check is due the next business day at the Employer's office by 12:00 noon or mailed to the employee at the employee's discretion. Whenever the check is due the next business day, the employee shall be informed, prior to the end of the shift, of how many hours will be turned in.
- (45) Employers, whose principal offices are located outside the territorial jurisdiction of the Union, must use the Ohio Bureau of Unemployment Compensation and Industrial Commission and Worker's Compensation, in order to secure and maintain the employee's benefits thereunder.
- (46) An employee who quits shall be paid on the Employer's next following pay day by picking up his checks at the Employer's office. In the event the employee does not appear at the Employer's office on the scheduled day, his checks will be mailed to him the following day.
- (47) When an employee member of the Union is fired, the Employer shall give written and/or email notice to the Union, the Union member, and the Employer Association within forty-eight (48) hours after the firing, using a form provided by the Union and approved by the Employer Association.
- (48) Employers whose principal offices are located outside the territorial jurisdiction of the Union, who cannot furnish a local banking reference to the Union business agent at a pre-job conference, will pay all wages in cash or cashier's check unless the provisions of this paragraph are specifically waived by the business agent.
- (49) On wage rate adjustment dates or apprenticeship promotion dates where a change in wage rate schedules occurs in the middle of work week and computerized payroll operations cannot be altered to properly record these changes, adjustments may be completed on the payroll for the following work week.
- (50) Failure of the Employer to make payment to the employee within the time established in the various sections of this Article, with the exception of Paragraphs (43) and (43), shall result in the Employer being liable for liquidated damages as a delinquency assessment of ten percent (10%) of the total amount due the employee plus five percent (5%) of the total due each calendar month thereafter.
- (51) PROVISIONS FOR FOUR (4) TEN HOUR WORK DAYS - By mutual consent of the union and the contractor, an optional 4 day work week shall be established at 10 hours per day at straight time rate. This option will be utilized on a Monday through Thursday basis only. Friday, Saturday, Sunday and all hours in excess of 10 shall be at the appropriate overtime rate. In the event a jobsite is shutdown due to weather conditions or one of the designated holidays fall during the week, then Friday may be worked as a make-up day provided employees who inform their employer that they do not want to work a Friday make-up day will not be penalized. At no time shall Saturday be worked as a make-up day for straight time.
- (52) The optional work day shall be an established consecutive 10 hour work period between the hours of 6:00 a.m. and 6:00 p.m. for 1st shift. Second shift shall start between the hours of 4:00 p.m. and 7:00 p.m.. The second shift wage rate shall be 10 hours pay for 10 hours worked plus \$2.00/hr.
- (53) Any employee reporting for employment on his first day of hire shall receive pay for 10 hours work provided he arrives at job site within 1 ½ hours of normal dispatch time. All other hours and related matters shall be consistent with Article VI of this agreement.
- (54) An Employee who reports for work at the regular starting time and for whom no work is provided shall receive pay equivalent to two (2) hours at the applicable hourly rate, provided the Employee at the Employer's discretion remains available for work. An Employee who reports for work and for whom work is provided shall be paid for actual time worked but not less than two (2) hours. However, when strike conditions make it impractical for an Employer to put such an Employee to work, or where stoppage of work is occasioned thereby, or when an Employee leaves work of his own accord, the provisions of this paragraph shall not apply and wages shall be paid only for hours actually worked.
- (55) The Employer shall provide two (2) rest periods, (coffee breaks) of ten (10) minutes each total at the work station, one in the first five hours and one in the last five hours of each shift. When an employee is requested to work unscheduled overtime, he shall receive a ten (10) minute rest period after the tenth (10th) hour. If the unscheduled overtime will last longer than two (2) hours, the employee shall receive a thirty (30) minute paid lunch period after the tenth (10th) hour of work and every four (4) hours thereafter. A ten (10) minute break shall be provided every two (2) hours between lunch periods. In the case of scheduled overtime the lunch periods shall be unpaid.



**Article VII  
Union Representation**

- (56) Authorized representatives of the Union shall have access to jobs where employees covered by this Agreement are employed, providing they do not interfere with the employees and further provided that such representatives fully comply with visitor and security rules established by the owner.
- (57) The Union shall select potential stewards from the Building Trades Journeymen on the project to be agreed upon by both the Union and Employer. If the Union and the Employer cannot agree on the selection of the steward, the Union will have the sole right to name the steward in which case the protection from lay-off in Paragraph (61) does not apply. A steward may be appointed for each shift in the same manner. The steward shall, in addition to his work as a journeyman, be permitted to perform during working hours such duties for the Union as cannot be performed at other times. It is agreed such duties shall be performed as expeditiously as possible, and that the Employer will allow the steward a reasonable amount of time for the performance of such duties. The Employer shall not discriminate against the steward in the proper performance of the steward's union duties. The steward shall not leave the work area without first notifying the appropriate supervisor and receiving his approval, such approval will not be unreasonably withheld.
- (58) When the Employer's workforce is forty (40) or more U.A. members on the job site, the steward shall receive a 10% wage increase. There shall be no non-working stewards.
- (59) The steward shall be notified of all employee transfers, new hires, layoff, and discharges. His duties shall not include hiring or termination, nor shall the steward cause any interference with work progress. The steward shall not perform supervisory duties. The steward shall have the right to receive complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor.
- (60) It will be necessary to assign a steward to work when one or more members of that craft or work crew are required to work overtime. In order for the steward to work such overtime the steward must be qualified to perform the work being undertaken during the overtime period. Otherwise, a temporary steward may be appointed.
- (61) The steward shall not be subject to layoff or transfer until the crew size falls below 6 men, except by mutual consent. The Employer still retains the right to discharge the steward for proper cause to the same extent as other employees provided the Union shall be given notice before a steward is terminated.

**Article VIII  
Apprentices**

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

Journeyman	Apprentice
1	1
2	2
3	3
4-6	4
7-10	5
11-13	6
14-15	7
16-18	8
19-20	9
21-25	10
26-30	11
31-35	12
36-40	13

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

**Article IX  
Referral Procedure**

- (69) In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interest of the employees in their employment status within the area, and preventing discrimination in employment because of membership or non-membership in the union, the Union hereby adopts the following procedures for referral of applicants for employment:
- (70) The Employer shall request applicants for employment by calling the Union. The Employer is free to hire whomever it sees fit, but, upon request of the Employer, the Union shall use its best efforts to refer applicants. When the Union is requested but unable to furnish the required employees within forty-eight (48) hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Union shall contact the Employer within the forty-eight (48) hour period to discuss means of manning the Employer's job. The Employer may reject any applicant referred.
- (71) The Union shall not be held responsible for any tortuous acts of those it refers.
- (72) Except as provided in Schedule B and/or the written rules of this Referral Procedure, the Employer shall employ only qualified journeymen plumbers, steamfitters, pipefitters, pipefitter welders, refrigeration and air conditioning men, and mechanical equipment servicemen.
- (73) The referral by the Union of journeymen and apprentices shall be on the following basis:
- (74) Selection of applicants for employment shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, union membership, by-laws, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies or requirements. Such selection of applicants shall not be in contravention of the terms and provisions of any Federal and/or State law or Federal regulation and/or executive order.
- (75) The Union shall maintain an "out-of-work list" on the basis of the groups listed below. The list shall include the craft classification of each applicant. Such craft classifications are plumbers, steamfitters, welders, refrigeration and air conditioning men, and mechanical equipment service men. All applicants for employment shall be registered in the highest priority group for which they qualify. The groups shall be:

**GROUP I**

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

**GROUP II**

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

**GROUP III**

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

**GROUP IV**

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

**GROUP V**

- (80) All applicants for employment, who have worked at the Plumbing and Pipefitting building and construction trade for more than (1) year.
- (81) "Normal Building and Construction Labor Market" is defined to mean the following geographical area plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured:

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

- (82) "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one (1) year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area of his permanent home.
- (83) "Examination" shall include experience rating tests, if such examination shall have been given prior to the effective date of this Agreement, but from and after the date of this Agreement, shall include only written and/or practical examinations given by a duly constituted Plumbers and Steamfitters Local Union of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada. Reasonable intervals of time for examination are specified as ninety (90) days. An applicant shall be eligible for the examination if he has five (5) years experience in the trade.
- (84) When the Employer requests applicants, it shall notify the Union's office either **by email, in person, by telephone, or by text**, giving the location, starting time, approximate duration of the job, the type of work to be performed, and the number of workmen **required by 3:30 pm**. The Union shall refer applicants to the Employer by first referring applicants in GROUP I, in the order of the place on the "out-of-work list" and then referring applicants in the same manner successively from the "out-of-work list" in GROUPS II, III, IV and V. Any applicant who is rejected by the Employer shall be returned to his appropriate place on the "out-of-work list" within his GROUP and shall be referred to other employment in accordance with the position of his GROUP and his place within his GROUP.
- (85) The only exceptions to the foregoing order of referral are as follows:
- (86) As provided in Schedule B, an Employer who wishes to employ apprentices shall make application to the Apprenticeship Committee through the offices of the Union. There shall be a separate referral list designated for apprentices only and all apprentice referrals will be made from this list in order to provide those who are in training in the Plumbing and Pipefitting Industry an opportunity to gain the skills necessary to become competent journeymen. It is recognized these apprentices need varied on-the-job training as well as classroom instruction to acquire this expertise and should be referred separately from journeymen.
- (87) Request for a key man to act as either the general foremen, area foreman, or foreman shall be honored without regard to the requested man's position within GROUP I with the following stipulations:
- a. the Employer may request one (1) key man per job site, provided the requested worker remains on that job site for the duration of the job, unless he/she quits, is laid off or discharged, after which time he/she may be transferred to another job at whatever capacity needed; and/or
  - b. the Employer may request up to two (2) key men per contract year per shop to be utilized on any jobsite
- The foregoing requests are subject to the condition that if the job or the worker's employment lasts less than twenty (20) working days, he/she cannot be reduced in pay or transferred, but must return to the Union Hall to be referred, if possible. A request for a key man must be confirmed in writing to the Union and only one (1) letter per job will be honored. Abuses of the key man request system shall be subject to a hearing and action by the Grievance Committee.
- (88) Each applicant for employment shall be required to furnish such data, records, licenses and names of Employers, as may be deemed necessary and each applicant shall complete such forms or registrations as shall be submitted to him. In addition, employers shall provide a basic employment history going back up to 5 years when a formal background check of a former employee is requested, provided a formal waiver signed by the employee is on file and the contractor shall be held harmless by the employee, union and company requesting the data.
- (89) The Union shall post in places where notices to all applicants for employment are customarily posted, all matters relating to the functioning of the referral procedure.
- (90) Each applicant seeking referral shall be personally registered on an enclosed list or a serially numbered, bound referral register giving his name, date and time of registration and local affiliation. Each applicant shall be present for referral. Upon referral, the Union shall place the date on which the applicant is referred and the name of the Employer referred to next to the applicant's name on the register. Registration for referrals may be made by applicants between the hours of 7:30 a.m. to 4:30p.m.
- (91) Any applicant taking a referral which requires certain specifications, established by the Union, which the Employer needs for the job and is detailed on the Request for Employee Form such as a plumber's license, backflow certification, or driver's license, etc, who does not possess the qualifications stated by the Employer shall be placed at the bottom of the appropriate referral list if the Employer rejects the applicant with the Refusal to Hire form completed verifying the applicant does not possess the necessary qualifications.
- (92) Each applicant referred shall be furnished with one (1) copy of a three (3) copy referral slip, one (1) copy of which shall be retained at the Union Hall and one (1) copy of which shall be furnished to the Employer. No employee who has quit shall be allowed to sign the "out-of-work list" unless he has his copy of the referral slip signed by his Employer or the Employer's designated representative on the job site acknowledging receipt of notice of quitting from the employee on the previous working day, or unless the Union business agent has confirmed that oral notice was given to the Employer that the employee was quitting.
- (93) The parties hereto agree that subcommittees of the respective negotiation committees shall meet jointly to hear any disputes or grievances arising out of the operation of the referral system, and the joint subcommittees are empowered:
- (94) To establish any and all rules and regulations necessary to promote proper operation of the referral system; and
- (95) To hear and resolve disputes involving registration, examination, work referrals and preparation of lists; however, any applicant may appeal a joint subcommittee's decision and such appeal shall be handled in a manner provided for the settlement of disputes as set forth in Article XI.

(96) When making reductions in the number of its employees the Employer shall lay off employees in the following order:

- A) Employees hired under paragraph (70) of this Article;
- B) GROUP V, if any are employed;
- C) GROUP IV, if any are employed;
- D) GROUP III, if any are employed;
- E) GROUP II, if any are employed; and
- F) GROUP I, if any are employed.

(97) Whenever unscheduled overtime occurs on any job site, priority will be given those members of the bargaining unit working on said job site in the same order as the order for referral provided in paragraph (84) of this Article. No unscheduled overtime shall be offered to employees in a lower priority grouping until those in a higher priority grouping have had the overtime offered to them.

(98) Notwithstanding any of the foregoing provisions of this Article, the Union shall indemnify and hold harmless the Employer from any and all claims, demands, suits, complaints, causes of action, judgments, settlements and orders, including costs and attorneys fees related thereto, arising out of the operation and administration of the hiring hall and/or referral procedure under this Article and its predecessors for the period commencing June 16, 1973, and thereafter. Provided however, in order to be held harmless as stated above, the Employer shall notify the Union within ten (10) days of receipt of said claim, demand, etc., and the Employer shall turn over said claim, demand, etc., to the Union for defense.

## Article X

### Joint Conference Committee/Drug Testing

(99) There shall be a Joint Conference Committee ("JCC") formed.

(100) The JCC shall consist of the five (5) undersigned negotiation members appointed by the Employer, and the five (5) undersigned negotiation members elected by the union.

(101) The JCC shall meet regularly at such stated times as it determines but shall meet at least once quarterly.

(102) JCC members shall make themselves available with short notice to resolve urgent issues. Two members shall constitute a quorum for either side, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present. All matters coming before the JCC shall be decided by a majority vote.

(103) The JCC shall elect a Chairman and a Secretary and may establish rules and regulations not conflicting with the organize laws of either party or with this Agreement. The JCC shall also meet on an annual basis to address ways to combat non-union competition.

(104) The JCC shall address issues including, but not limited to:

- Market share
- Industry promotion
- The Standard for Excellence
- Grievance hearings
- Customer satisfaction and feedback
- Monitor employee/contractor violations of the Standard for Excellence

(105) Whereas the MCA and UA Local 50 recognize the hazards of drugs and alcohol in the construction workplace, and whereas the parties agreed to adopt the Northwest Ohio Substance Abuse Policy ("NOSA Policy") to be implemented on an industry wide basis, the parties now agree to the following terms and conditions.

I. UA Local 50 Member Responsibility

II. All Employees referred by UA Local 50 to the Employer are required to participate in the NOSA Policy and comply with training requirements included in the Governor's Executive Order #2002-13T for a drug free workplace, as a condition of referral.

III. UA Local 50 Members from Groups I and II are required to remain current with the NOSA Policy within 60 days of their annual expiration date, provided the Employer provides the Member 30 days' notice prior to the annual expiration date. Members who test positive for prohibited substances would be subject to the terms of the NOSA Policy. Additionally, other sites or facilities may have higher requirements or penalties for testing failure.

IV. Employer Responsibility

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

VI. MCA/Contractor Responsibility

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

VIII. MCAF Trustee Responsibility (???)

IX. The MCAF Trustees are responsible for reimbursing the employer for the actual test costs of all drug tests and the stipend for drug testing of their existing bargaining unit employees. In addition, the MCAF Trustees will reimburse the employer for payments made to new employees referred from the hall that tested while unemployed.

- X. Employee Compensation -- Drug Testing
- XI. Employees called to have a regular and/or random test done when the collections are to be done on site or during working hours shall continue to receive wages and fringes from their employer for the time spent to test. The employee shall receive a stipend from their employer at two times the journeyman base rate for **each annual and random test** required if outside normal working hours. **The stipend for annual testing requirements will be paid only if the member is current and the test is completed fifteen (15) days prior to the Member's annual expiration date. A stipend for pre-employment testing will only be paid for incoming first year apprentices of Groups I and II.** The stipend would not include benefits and would not be subject to the overtime conditions of the collective bargaining agreement. Employees called to have a random test done when the collections are to be done on the employee's own time off site, shall have 24 hours from the time of notice to complete the test on the employee's own time. The employer shall provide the stipend equal to two times the journeyman base rate payable at the next available payroll date and would not report it on the monthly payroll report. This shall be in lieu of wages and fringe benefit contributions.
  - a. Employers requiring an employee to do post-accident or for cause testing, will continue to pay the employee's wages and fringes. If the employee fails the test after the post-accident or for cause screening, wages for the time required for testing shall not be required. In addition, any employee who becomes non-current in the program due to a positive test or failure to test shall not be entitled to a stipend for the test in which they became non-current.

#### Scenarios

1. The employer sends its employees to take testing at an onsite facility or during working hours. Each employee is entitled to regular wages and fringes per contract for time required. The **MCAF Trustees** will reimburse the contractor for the actual cost of the test and the equivalent of the stipend.
2. The employer informs an employee, a random test is required from a medical laboratory to be performed outside of working hours. The employee has 24 hours to complete test and is entitled to a stipend of 2 hours pay at the journeyman base rate (no fringes) after completion due at the next pay period. The **MCAF Trustees** will reimburse the contractor for the actual cost of the test and the stipend.
3. While on the out of work list, the employee takes a drug test. Upon hire at a new employer, the employee turns in a receipt for the completed drug test. The employer pays the employee a stipend of 2 hours pay at journeyman base rate (no fringes) for the drug test. The **MCAF Trustees** will reimburse the employer for the cost of the tests and the stipend.

### Article XI Settlement of Disputes

- (106) In order to avoid jurisdictional controversies with other trades, the Employer agrees to procure and embrace in all its job contracts and specifications all the unloading, handling from curbstone delivery, erection and installation of piping, fixtures, appurtenances and appliances which are necessary to make a complete plumbing or piping installation.
- (107) In recognition of the work jurisdictional claims, it is understood that the assignment of work and the settlement of Jurisdictional Disputes with other Building Trades Organizations shall be handled in accordance with the procedure established by the Plan for Settlement of Jurisdictional Disputes in the Construction Industry or any successor agency of the Building and Construction Trades Department. There shall be no work stoppage because of Jurisdictional Disputes.
- (108) There shall be a Grievance Committee of five (5) representatives from the Union Negotiating Committee and five (5) representatives from the Association. Six (6) persons, three (3) Association representatives and three (3) Union representatives shall constitute a quorum. The Association representatives and Union representatives shall each have a combined total of five (5) votes. After hearing evidence, the Grievance Committee shall decide the grievance by majority vote.
- (109) The Grievance Committee's decision may include rendering an assessment such as liquidated damages in an amount the Grievance Committee determines in its sole discretion to be just and proper under the circumstances of the particular case against the party who is charged with violating the Agreement. Said liquidated damages shall be used for the betterment of the JATC. The decision of the Grievance Committee shall be issued within seven (7) business days of the hearing, and the decision shall be final and binding.
- (110) All grievances shall be filed within ten (10) business days after the incident. Grievances shall be appealed to the next step within ten (10) business days after the meeting in the previous step. Settlement of grievances may be arrived at in any step of the grievance procedure which will be final and binding on the Union and Employer.  
Any grievance or dispute arising between the parties to this Agreement shall be promptly adjusted through the following steps:

**Step 1.** Between the Union Steward or the Business Manager or Agent and the Job Supervisor

**Step 2.** Union Business Manager or Agent and a top level management representative

**Step 3.** The grievance may be processed further after being reduced in writing within 10 business days on a form provided by the Grievance Committee and submitted to the Association representative and the Union representative of the Grievance Committee and the Employer involved in the grievance. The Association representative and the Union representative of the Grievance Committee shall schedule a date to hear the grievance within fifteen (15) business days from the date the grievance was submitted to the Grievance Committee.

### Article XII

### Arbitration

- (111) If the Grievance Committee fails to decide the grievance by a majority vote, the grievance may be submitted to arbitration. The request to proceed to arbitration must be sent to the Association representative and the Union representative of the Grievance Committee and the Employer involved in the grievance within seven (7) working days from the Grievance Committee decision. Upon receipt of the request for arbitration, the parties shall endeavor to agree upon a mutually acceptable neutral arbitrator. If mutual agreement cannot be reached within seven (7) days after receipt of the request for arbitration, either party may request that the Federal Mediation and Conciliation service submit to the parties a panel of five (5) arbitrators. The parties shall then alternately strike names from the list of the arbitrators until one name remains and that person shall be the neutral arbitrator.
- (112) The decision of the arbitrator shall be final and binding upon both parties. The decision of the arbitrator shall not be contrary to, amend, add to or eliminate any of the provisions of this Agreement. All costs for the arbitrator will be paid by the losing side.
- (113) In the event it is necessary to enforce a decision of the Grievance Committee or the Arbitrator in a court of law, the party who is not complying with the Grievance Committee or Arbitrator's decision shall pay to the enforcing party the enforcing party's reasonable attorney fees and court costs expended to enforce and collect a decision of the Grievance Committee or Arbitrator. Said reasonable attorney fees and court cost shall be included in any judgment by a court of law enforcing the Grievance Committee or Arbitrator's decision against the non-complying party.

### Article XIII Non-Discrimination

- (114) The Employer agrees in the employment of Journeymen and Apprentices, the Union agrees in the referral of Journeymen and Apprentices and the Joint Apprenticeship Committee agrees in the selection of Apprentices that there will be no discrimination because of an individual's age, race, color, religion, sex, handicap or national origin in accordance with state and/or federal laws and/or regulations.
- (115) It is further agreed that any Journeyman or Apprentice who alleges discrimination against the Employer, Association, Union, and/or the Joint Apprenticeship Committee must first exhaust the grievance procedure set forth above in Articles XI and XII prior to initiating any charge of discrimination with State or Federal Agencies and/or Courts.
- (116) There shall be no discrimination against any individual because of their union affiliation.

### Article XIV Tools and Related Matters

- (117) The journeyman shall arrive on the job with either a 6 foot rule or 25 foot tape rule, a pair of channel locks, and a torpedo level. **The Piping Industry Training Center** shall provide the initial set to new apprentices. If the tool is broken, worn-out, or stolen on the job, it shall be replaced by the Employer. The Employer shall provide a secure lock-up for personal tools on the jobsite. The Employer's tools or equipment shall not be transported from job to job in anything other than a company vehicle.
- (118) Safety equipment of a personal nature, such as welding hoods, sleeves, gloves, hardhats, etc., furnished by the Employer may be moved from job to job by the employee.
- (119) Employees shall be required to sign for all items required by the contract to be supplied by the Employer, such as a hard hat, gloves, etc. In order to get a replacement for any of these items, it shall be necessary for the employee to turn in the worn or damaged item. The Employer's responsibility shall be to provide one item only.

- (120) Pipe may be cut and threaded by power pipe machines, either in the Employer's shop, if located within the physical jurisdiction of the Union, or on the job site, provided that such machines are operated by journeymen, apprentices, or metal trades helpers/trainees, working under the direction of a journeyman. Fabrication of pipe of any size in the Employer's shop within the physical jurisdiction of the Union whether welded, soldered, brazed, caulked, threaded, expanded joints, wiped joints, or any other method of making joints in connection with the pipefitting industry shall be done by journeymen and apprentices subject to the terms of this Agreement.
- (121) Whenever an employee is welding or burning, he must have a member of the United Association working with him as a safety measure. The Employer shall furnish new gloves, as replacements to welders, and shall also furnish all special protective garments such as flash goggles, safety glasses (prescription safety glasses if necessary to comply with owner's job regulations) and welders' leathers.
- (122) The Employer shall also furnish raincoats, safety hats, acid-resistant clothing, including rubber overshoes of at least ankle height, and any other safety devices required to perform the work in a safe manner, at the discretion of the job site supervisor. All equipment furnished by the Employer shall remain the property of the Employer. Employers will not be required to pay for safety shoes where it is an owner's requirement to work on site.
- (123) An approved type air-line respirator or hose mask shall be provided to employees as required by OSHA regulations.

#### Article XV Working Conditions

- (124) The Employer shall provide a safe place to work in accordance with OSHA guidelines and the Employer shall comply with the following:
- (125) Safe drinking water shall be provided by the Employer. Where fountain type or fountain container is not available, a supply of paper drinking cups shall be furnished by the employer.
- (126) Reasonable washing facilities or waterless hand cleaner and towels shall be provided by the Employer for all employees.
- (127) The Employer shall provide adequate job site toilet facilities and they shall be so constructed that the occupants thereof shall be shielded from view and protected against the weather and falling objects, and maintained in a sanitary condition at all times in compliance with OSHA regulations.
- (128) Suitable and adequate first aid equipment shall be furnished by the Employer on all construction operations at all times in compliance with OSHA regulations.
- (129) The Employer shall provide for a warm, dry place to change clothes and eat lunch and provide safe drinking water; provided that the Employer shall not be responsible for any employee's personal property.
- (130) It shall be the duty of the Employer to provide adequate parking facilities.
- (131) If an employee is injured in the shop or on the job, a person designated by the Employer shall assist in taking care of the employee, seeing that he is given first aid and, if seriously injured, taken to the hospital. The designated person shall make a complete report of the accident to the Employer and to the Local Union. The designated person shall see that the employee's tools, clothing and car are made safe or returned to the injured employee's home. The designated person shall be paid for the time involved in these duties, but only for that time involved that falls within the established work day. The injured employee shall be paid in full for the day of the injury.
- (132) In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the responsibility of the Employer to provide for the safety of its employees and compliance by them with any safety rules contained herein or established by the Employer. Nothing in this agreement will make the Union liable to any employees or to any other persons in the event that injury or accident occurs. Further, the Employer will not engage in any litigation against the Union, on a subrogation theory, contribution theory, or otherwise, so as to obtain a money judgment from it in connection with any employee death or injury which occurs on the job sites covered by this Agreement.

#### Article XVI Work and Subcontract Limits

- (133) The Employer agrees that any portion of the work covered by this Agreement to be done at the job site shall be done either by its own forces in accordance with the terms of this Agreement or by subcontractors who have signed agreements with UA Local 50 and have members of UA Local 50 in their employ.
- (134) The Employer agrees that it will not subcontract job site work which is to be performed at a time when employees of the Employer are working at such site under the terms of this Agreement to any Employer which does not have, at the time the work is to be performed, a collective bargaining relationship with a Building Trades Union covering such work whose members receive the prevailing wage rates.
- (135) The provisions of this Article are enforceable only through the arbitration procedure and/or legal action and this Article shall in no way be construed to permit any form of threats, coercion, restraint or force.

**Article XVII  
Fabrication**

- (136) As a primary working condition, it is agreed that all pipe formations, systems or controls, or component parts thereof, included within the non-purchase list set forth below and as amended from time to time as provided in this Agreement, shall be fabricated on the job site or in the shop of an Employer who is bound by this Agreement.
- (137) The Grievance Committee of the Association and the Union shall meet as necessary on ten (10) days written notice for the purpose of reviewing the non-purchase list to preserve locally the traditional work of the bargaining unit while meeting the current needs of the industry. This Grievance Committee may make rules for the conduct of its business including defraying expenses of the committee; amend the non-purchase list provided any proposal for amendment shall be submitted in writing to the Association and the Union at least ten (10) days in advance of a scheduled meeting of the Grievance Committee; and to rule on any questioned items.
- (138) Until the ruling on a questioned item is made as provided above, the Employer's designation of work and material shall be accepted without strike, slowdown, work stoppage or lockout, and without penalty in the event of a later ruling by the Grievance Committee or should the questioned item be added to the non-purchase list.
- (139) The Grievance Committee shall have equal voting strength on each side, with at least two members on each side to constitute a quorum. If either side fails to provide for a quorum, or the Committee is deadlocked on an issue, and the condition remains unchanged for thirty days, then either side may request, in writing, that the matter be submitted to Arbitration as provided in this Agreement.
- (140) **NON-PURCHASE LIST**
1. Piping that is not installed at the factory or is not lined or pickled. Non-published catalog fittings or shapes which can be formed or bent at the job site with portable equipment.
  2. On boilers, all piping beyond the gas and/or oil burners proper and trim piping not installed at the factory.
  3. Non-published catalog items such as hangers, pipe supports, stanchions, braces and guides, excluding shear, or square, or cut-to-length pieces of steel to be used for fabrication of the above items.
  4. Items subject to agreements with other unions such as the setting and erection of all piping appurtenances handled by the piping trades per the agreements with the Sheet Metal Workers International Union, Boiler Makers International Union, Carpenters International Union and Machinists International Union, including unassembled cooling towers for air conditioning, refrigeration equipment and other purposes.
  5. Items not fabricated in U.A. Shops. Fabricated material must be made according to Paragraph (120), Article XIV, or carry a U.A. label.
  6. Free standing coil frames used in conjunction with job site assembled air handling units.

**Article XVIII  
Supervision**

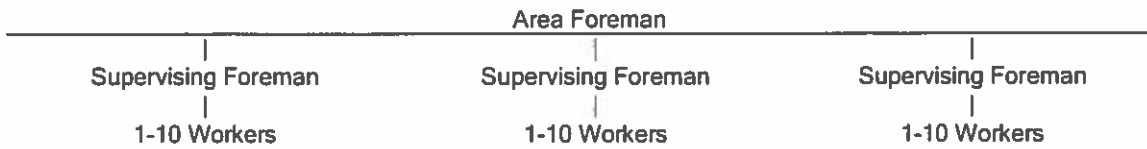
- (141) Only journeymen of the Union shall be appointed general foremen, area foremen, foremen or designated as "lead". It is the intent of this Article that work covered by this Agreement be supervised by members of UA Local 50.
- (142) Whenever two (2) Journeymen are working together for more than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

1 Working Foreman --- 1-7 Workers  
A full crew for a working foreman shall consist of seven (7) employees.  
Eight (8) Workers maximum personnel per this supervision structure

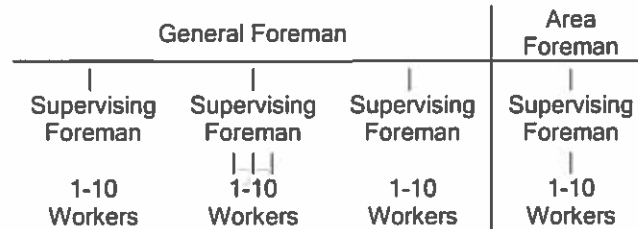
- (143) When two (2) foremen have been appointed on a job, one of the foremen shall be designated as "lead" and shall be in charge of the Employer's project until a third foreman is appointed.
- A) 1 Lead Working Foreman -- 1-7 Workers  
1 Working Foreman - 1-7 Workers  
Sixteen (16) Workers maximum personnel per this supervision structure
- B) 1 Lead Supervising Foreman -- 1-10 Workers  
1 Working Foreman - Next Additional 1-7 Workers  
Nineteen (19) Workers maximum personnel per this supervision structure
- C) 1 Lead Supervising Foreman 1-10 Workers  
1 Supervising Foreman - Next Addl 8-10 Workers



- (144) Twenty-two (22) Workers maximum personnel per this supervision structure. In the 2 preceding paragraphs (142) & (143) on a temporary basis of 4 days or less, 2 additional workers shall be allowed to the maximum personnel structure.
- (145) When three (3) foremen have been appointed on a job, an area foreman shall be appointed and shall be in charge of the Employer's project.

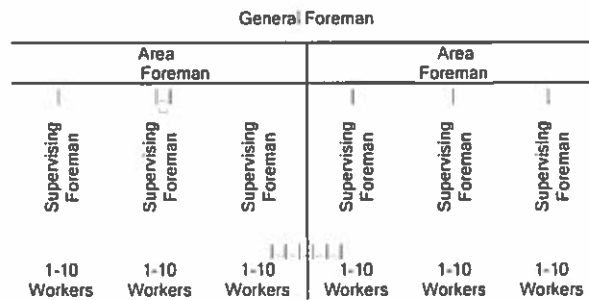


Thirty-four (34) Workers maximum personnel per this supervision structure (146) When a general foreman and four (4) foremen have been appointed on a job one of the foremen shall be designated area foreman.



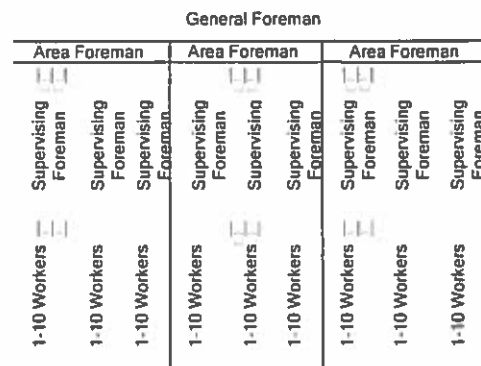
Forty-six (46) Workers maximum personnel per this supervision structure

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



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

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



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

- (149) All orders from the Employer shall go through the proper chain of command in order as follows: General Foreman, Area Foreman, Lead Foreman, Foreman and Journeyman.
- (150) An Employer whose business is located outside the jurisdiction set forth in Article II may bring with it one key person to act in a supervisory capacity, but the said supervisor shall not work with the tools of the trade or handle material unless approved by the business manager.

(151) A General Foreman and Area Foreman shall not be restricted from laying out work, measuring and checking completed work or systems, minor adjustments and performing non-work related tasks. Additionally the above shall apply to a Supervising Foreman who may intermittently perform work related tasks.

**Article XIX  
Savings Clause**

- (152) If any part of this Agreement is declared not valid under law or be suspended pending legal determination of validity, the remaining parts of the Agreement shall remain in full force and effect.
- (153) In the event any part of this Agreement is declared not valid, the parties hereto agree to enter into immediate negotiations, to be consummated within sixty (60) days following written notice of the request for negotiations, for the purpose of achieving satisfactory replacement of the invalid portion of this Agreement. If the parties have not reached agreement within said sixty (60) day period, either party shall have the right to proceed to arbitration pursuant to Article XII (Arbitration) to resolve the replacement language.
- (154) If the Federal Government institutes wage controls in any form and any portion of this collective bargaining agreement is deferred, or cut back, the parties shall meet promptly and, if the action of the Federal Government which caused the deferment or cut back makes it legally permissible to do so, the parties shall attempt to reallocate the monetary equivalent of the deferred or cut back wages to benefits in a manner that complies legally with the action of the Federal Government.
- (155) If it is not legally permissible to reallocate the deferred or cut back portion, the Employer, shall commence paying the wage and/or benefit rate that was deferred or cut back when and if it becomes legally permissible to do so.
- (156) If any Employer intends to sell his business, he shall give to the Union notice in writing of the proposed sale not less than thirty (30) days prior to the closing date of the sale.
- (157) In the event that the cost of either Health and Welfare Plan, including all of the coverages and programs, is reduced or eliminated because of governmental action, including but not limited to a National Health Program, the net savings, if any, to Employer attributable to said governmental action shall be diverted and paid to a UA Local 50 Benefit Plan or United Association Plan now in existence. Net savings is hereby defined to be the difference between the cost of the participating Employer's contribution to said Health and Welfare Plan and the total cost to the Employer of the governmental program which caused the reduction in or elimination of either or both Health and Welfare Plans.

**Article XX  
Wage Rates and Employer Contributions**

(158) Starting **July 3, 2023**, the default classification and scale of wages and fringe benefits shall be as follows:

Effective	<b>July 3, 2023</b>
<b>Journeyman:</b>	
Base Rate	<b>\$47.15</b>
Active Health & Welfare	<b>9.10</b>
**Supplemental Account	<b>1.50</b>
Retiree Health & Welfare	<b>2.50</b>
Local Pension	<b>8.36</b>
National Pension	<b>1.65</b>
**Retirement	<b>6.00</b>
Apprenticeship	<b>1.00</b>
International Training Fund	<b>.10</b>
MCAF/Safety	<b>.15</b>
<b>PLE Fund</b>	<b>.12</b>
<b>Total Wage</b>	<b>\$77.63</b>

**\*\*Supplemental & Retirement Flexibility - Breakout Medical Supplemental Account**

The H & W Plan Trustees shall establish varied contribution level options and rules for the standard contribution rate to the Retirement and Medical Supplemental Account Funds. Employer contributions to a variable retirement plan and supplemental account in classifications established by the plan trustees shall cause an increase or reduction in the base rate to maintain the appropriate total wage. All contributions payable after September 29, 2014, shall be within the rules established and an Employee at that time may elect to choose any option available provided all specifications are met. After making the initial selection, Employees may change their Retirement and Medical Supplemental Account Contribution rate only upon referral to a new Employer or the first day of any subsequent calendar quarter. Any eligible employee that fails to complete the form provided by the Trustees shall be placed in the default classification listed above.

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

- July 03, 2023 – \$4.00
- July 01, 2024 – \$3.10
- June 29, 2025 – \$3.10
- June 29, 2026 – \$3.10

Contract expires at midnight **July 4, 2027**.

(159) Foreman rates are calculated on a percentage basis:

Foreman = journeyman rate + 10%  
Area and Lead = journeyman rate + 15%  
General Foreman = journeyman rate + 20%

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

1 <sup>st</sup> Period	40%
2 <sup>nd</sup> Period	45%
3 <sup>rd</sup> Period	50%
4 <sup>th</sup> Period	55%
5 <sup>th</sup> Period	65%
6 <sup>th</sup> Period	70%
7 <sup>th</sup> Period	75%
8 <sup>th</sup> Period	80%
9 <sup>th</sup> Period	85%
10 <sup>th</sup> Period	90%

Retirement Fund shall be paid on apprentices as follows:

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

(161) Deductions -- All Employees

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

Union Dues	---	3% of gross wages plus \$1.31/hr. on hours paid basis
Credit Union	--	Amounts optional
United Way	---	Amounts optional

(162) Monday through Friday -

The first 2 hours before or after the regular established work day are paid at the rate of 1½ times the regular rate of pay.  
Double time is paid after the first 2 hours of overtime work.

Saturday -

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

Sunday and Holidays -

Double time is paid for all work until the start of the next regular established work day.

(163) Deductions from the above wage increases shall be at the discretion of the Union to increase the contributions to the Pension Plan, Health & Welfare Plan, Retiree Health & Welfare Plan, **PLE Fund Plan**, and/or Retirement Plan and to increase or decrease the deductions to the Dues Deduction Plan.

(164) Any such change in the wage rate and contributions to the Pension Plan, Health & Welfare Plan, Retiree Health & Welfare Plan, **PLE Fund Plan**, Retirement Plan and/or Dues Deduction Plan shall amend this agreement and become effective upon the date requested by the Union, providing the Employer is given a 30-day written notice of such change prior to the effective date of the wage increase.

(165) On or before May 1st of each year, the Joint Apprenticeship Committee will determine the need for an increase of up to \$.20/hr. to the Apprenticeship Fund for additional support for journeyman and apprentice training.

(166) Local 50 shall allocate up to 50% of requested increases, and management will match Local 50 allocations.

**Article XXI  
Additional Direct Pay Items**

- (167) When an employee is required to move from one job site to another during a working day, the employee shall receive the IRS acceptable mileage rate (safe harbor) for each mile traveled with a minimum payment of \$4.00, except when the means of transportation is provided by the Employer.
- (168) Employees covered by this Agreement who are sent outside the geographical jurisdiction as herein defined will be paid transportation costs, travel expenses, and/or subsistence allowances in an amount mutually satisfactory, when such employees are so sent by the Employer. The Employer shall also make all necessary payments and contributions as outlined in this Agreement. In the event the Employer and employee cannot agree, the business agent or business manager of the Union will be consulted.
- (169) Employees working where special protective devices or equipment such as respiratory equipment, acid-resistant clothing, heat resistant clothing or scuba gear are required, shall be paid five percent (5%) over the applicable base hourly rate of pay. (NOMEX is excluded)
- (170) On projects located where no parking facilities are provided, the Employer shall, upon presentation of a receipt, pay a maximum of (\$6.00) per day for each employee on the project for whom transportation is not provided.

**Article XXII  
Fringe Benefits**

- (171) GENERAL PROVISIONS - The Employer acknowledges, accepts and agrees to be bound by the Northwestern Ohio Plumbers & Pipefitters Health and Welfare Plan Trust, the Northwestern Ohio Plumbers & Pipefitters Retiree Health and Welfare Plan Trust, the Northwestern Ohio Plumbers & Pipefitters Pension Plan and Trust, the Northwestern Ohio Plumbers & Pipefitters Retirement Plan and Trust, and the Plumbers & Pipefitters National Pension Fund, and all documents of the plans. The Employer acknowledges and agrees that copies of the Trust Agreements, and plans and documents of the Plans have been made available to it for its review and inspection prior to the execution of this Agreement and shall be available to it during the term of the Agreement.
- (172) The Employer shall also be bound by the terms, provisions and conditions of all rules, regulations, resolutions and amendments thereto promulgated by the Trustees of the Plans in accordance with the aforesaid Trust Agreements, whether currently existing or promulgated during the term of this Agreement.
- (173) The Employer hereby accepts the designation of the Employer Trustees of the Plans and any successor Trustees appointed in accordance with the provisions of the Trust Agreements.
- (174) The Employer acknowledges that the Plans provide coverage and benefits to and the Employer is obligated to make contributions for and on behalf of all its employees who are members of the collective bargaining unit represented by the Union, without regard to membership in the Union.
- (175) The participating Employers and the Union further acknowledge and agree that the Trustees shall have the sole and exclusive authority to determine the rules of eligibility to participate in said plans and the benefits and coverages to be provided therein. No person shall have a vested right to participate in any Plan or to receive any benefits or coverages from any Plan except as expressly stated therein.
- (176) CONTRIBUTIONS - The Employer shall contribute to the Plans for every employee covered by this Agreement at the rates of contributions specified in Article XX.
- (177) Reporting Forms - The Employer shall report to the Administrative Manager of the Plans for all covered employees for the month on forms provided by the Trustees of the Plans. It shall be the obligation of the Employer to have and use the official reporting forms. If the Employer maintains his payroll records and information on computer or other electronic equipment and desires to use and submit the required information in the form printed out by the computer or other electronic equipment, the Employer may use and submit such forms other than official reporting forms; provided, however, the Trustees shall have the right to reject such forms if they are not consistent or reconcilable with the official form. The reports shall be on a calendar month basis, unless otherwise agreed upon in advance by the Trustees and the Employer, subject to the provision below. **The Employer agrees to convert exclusively to electronic submission of fringe remittance when technological modifications allow.**
- (178) Time of Payment of Contributions - The Employer shall remit his contributions and the reporting forms to the Administrative Manager of the Plans at the location specified by the Trustees of the Plans on or before the twentieth (20th) day of the month following the month for which the contributions are due. If the Employer remits his payment by mail and the envelope is posted with a postage stamp, and the stamp is canceled by the U.S. Postal Service on or before the twentieth (20th) day of the month following the month for which the contributions are due, it shall be deemed to have been paid timely, regardless of the date of actual receipt. If the Employer remits his payments by mail and his envelope is posted with an office postage meter, the payment must be received by the twentieth (20th) day of the month following the month for which the contributions are due (or the first business day thereafter) to be deemed paid timely. If the Employer causes the contributions and the reporting forms to be personally delivered to the Plan's Administrative Manager at the Plan Office such delivery shall be receipted by the Plan's Administrative Manager, and, if received on or before the twentieth (20th) day of the month following the month for which contributions are due, it shall be deemed timely.

- (179) On the first business day following the twentieth (20th) day of the month following the month for which contributions are due, the Administrative Manager of the Plans shall notify by telephone and confirm by letter to the offices of the Association the names of the Employers who are represented by the Association who have not yet remitted their proper fringe benefit contributions for the month. In the event the Administrative Manager fails to notify the Association as aforesaid, no liquidated damage assessments shall be imposed on the delinquent Employers.
- (180) Remedies in the Event of Late Payments - In the event that the Employer has not remitted the entire amount of the contributions due and owing to the Plan and filed the official report form by the due date as herein provided:
- (181) The Employer shall be liable to the Trustees of the Plans for liquidated damages in such amount as shall be established by the Trustees of the Plans by a promulgation of Rules and Regulations, in accordance with the Trust Agreements. The Trustees shall notify the Employer of all promulgations of Rules and Regulations establishing and revising the liquidated damage charges, any terms, conditions and provisions thereof in advance of the enforcement thereof; but by acceptance and participation in this Agreement, the Employer shall be bound by such promulgations on and after their effective dates. Provided, however, that in no event shall the liquidated damages assessment for any single Employer for any single calendar month exceed Six Thousand Dollars (\$6,000.00) and provided, further, that the first time an Employer is late in the payment of all fringe benefit amounts in a current calendar year and then not for more than three (3) working days, the liquidated damage assessment shall be waived. In the case of the credit union deduction, the amount of the liquidated damage assessment shall be added to the employees' account; otherwise said assessment shall become a part of the respective Plans.
- (182) The Employer shall be liable to the Trustees of the Plans for reasonable attorney's fees and court costs actually expended by the Trustees to enforce the said Employer's compliance with the provisions of this Agreement.
- (183) The Employer shall be liable and responsible to its employees covered by this Agreement for any losses resulting therefrom from loss of benefits, coverages or otherwise.
- (184) Notwithstanding any other provision of this Agreement, the aforesaid are cumulative and are exclusive of any rights or remedies the Union may have to take such lawful action as it deems necessary and appropriate, including, but not limited to, withholding employees and picketing, until all delinquent contributions are made, all reports are filed, and the provisions of paragraphs (181), (182), and (183) hereof are complied with, after an officer of the Union has given twenty-four (24) hours' notice to the Employer of such delinquency.
- (185) Any employee upon notification that their Employer is delinquent in fringe benefit fund payments shall be denied access to fund benefits if the employee continues to work for the delinquent Employer.
- (186) Security and Bonding. To assure the timely payment of all contributions, or any other assessment due the Trust Funds, each contributing Employer must post a security deposit, or provide a surety bond from a bonding company licensed to transact business in the State of Ohio and otherwise acceptable to the Trust Funds, or such other acceptable security, as herein provided.
- a. Amount:
- i. Level I Employers - A Level I Employer shall post a security deposit or obtain a surety payment bond in the amount of \$48,00 per each covered Employee. Level I Employers include all contributing Employers that are signatory or otherwise bound by this Collective Bargaining Agreement, or any other similar agreement(s), requiring contributions to the Fringe benefits Funds and who have otherwise not been designated as Level II Employers due to a delinquency in contributions to the Trust Funds.
  - ii. Level II Employers - A Level II Employer shall post a security deposit or obtain a payment bond in the amount of \$9,600 for each covered Employee. Level II Employers include all contributing Employers that are signatory or otherwise bound by this Collective Bargaining Agreement, or any other similar agreement(s), and have had three (3) or more contribution delinquencies in any consecutive twelve (12) calendar month period, or whose any one (1) delinquency exceeds thirty (30) calendar days.
  - iii. Security/Bond Amount - The amount of the security/bond shall be based on the average number of covered Employees employed by a contributing Employer in the prior 12 consecutive calendar month period. This security/bonding level will be reviewed periodically by the Fringe Benefit Funds or the bargaining parties and such amount must be adjusted within 30 days of any notice to the Employer by the Fringe Benefit Funds. Any increases of employment level above the twelve (12) consecutive month average by 10% or more, will require an immediate increase in the security/bonding amount that corresponds to the new employment level. Any decreases in employment level below the twelve (12) consecutive month average of 10% or more must be maintained for at least three (3) consecutive calendar months, before the security/bond can be decreased.
- b. Updates: Any change in the Employer's Level status shall be determined by the Fringe Benefit Funds and communicated to the affected Employer, with copies to the Union and the Association. The Fringe Benefit Funds shall maintain a record of each contributing Employer's bonding/security status and make same available to the Union and the Association. Posted security may be returned to the Employer, or surety bonds cancelled, only if the Employer no longer has any contractual or other obligation to contribute to the Trust Funds following a final audit. The Fringe Benefit Funds may modify these security deposit or bond requirements, or issue additional policies and procedures for administration of same. In case of conflict, the terms of the Funds' Trust Agreements (as amended) shall supersede and override the conflicting terms and conditions of this Agreement.
- (187) Alternative Compliance with Bonding Requirements - If an Employer is unable to obtain a bond in the amount required above or until an Employer is able to obtain additional bonding coverage for additional employees or the Employer desires to, said Employer may,

as an alternative to the bonding requirements, deliver to the Administrative Manager of the Plans a bank check, certified check, cash or letter of credit in the amount of the required bonding coverage. The Administrative Manager shall cause the cash deposit to be placed in an interest bearing account at a commercial bank or savings and loan association in Lucas County, Ohio. The cash deposit and any earnings thereon shall be drawn upon for any deficiency in contributions to the Plans and/or deduction accounts and/or any assessment of liquidated damages as aforesaid. When an Employer delivers the requisite bond(s) to the Administrative Manager, any cash deposits shall be returned to it with interest accrued thereon less any amounts previously withdrawn in accordance with this section. If an Employer ceases to be a party to this Agreement, or any successor or extension of this Agreement, upon a final payroll audit or twelve (12) months later, whichever shall first occur, the amount of the cash deposit, plus interest which has accrued on the deposit, less any delinquency contributions, deductions of liquidated damages, shall be returned to it.

- (188) **Deductions** - The participating Employers shall deduct, upon thirty (30) days advance written notice from the Union, those amounts which the Union has voted upon to be the current dues deductions and working assessments for every employee who has signed and provided to the Employer a dues deduction or working assessment authorization form for Local 50 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada. All dues deductions and working assessments shall be in force from the date of hire.
- (189) Such deductions by check shall be made payable to The Designated Trustee as depository and shall be transmitted to The Designated Trustee no later than the 20th day of the month following the month for which the deductions are due. Delinquent contributors shall be subject to such liquidated damages as stated above.

- (190) **Credit Union Deduction Payment** –The participating Employers shall deduct an amount (at the employee's option) for deposit in the Local 50 Credit Union for every employee who has signed and provided the Employer a credit union deduction authorization form.
- (191) The credit union deduction shall be remitted weekly. Such deductions by check shall be made payable to Local 50 Credit Union and shall be transmitted to the Local 50 Credit Union; Suite C, 7570 Caple Blvd, Northwood, OH 43619-1084, no later than Employer's next following pay day for which deductions are due. If the employer is delinquent, the liquidated damages shall be 2 ½% compounded weekly of the amount unpaid deposited directly into the employee's account, provided the employer may appeal to the **Joint Conference Committee** for a review of the circumstances.
- (192) **Employer Delinquency Control** -The Trustees of the Plans may establish payroll audit programs, which shall be binding upon the parties. The Trustees shall also have the right to determine who shall bear the cost of the audit. The Trustees shall notify the Employer in writing of their desire to audit and allow sufficient notice for the Employer to make available in its premises those payroll records and other records, reports and data reasonably necessary to conduct the audit in accordance with generally accepted accounting principles. The Trustees and their agents and employees shall conduct the audits at such time and place and manner as to minimize the inconvenience to the Employer, and they shall preserve the confidentiality of all information as obtained.
- (193) In the event that the parties hereto desire to alter the allocation of funds from the overall economic wage package negotiated by the parties and reflected in this Agreement, to increase or decrease the amount of money being contributed to the Plans or deductions, they may do so upon the express conditions precedent that:

- (a) The Trustees of the affected Plan acknowledged and agreed in writing;
- (b) notice of the alteration in allocation is given in accordance with Article XX of this Agreement.

(194) **PLUMBERS AND PIPEFITTERS NATIONAL PENSION FUND -**  
Revised Standard Form of Participation Agreement

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

- 1a) Commencing with the first day of July, 1994, and for the duration of the current Collective Bargaining Agreement between the parties, and any renewals or extensions thereof, the Employer agrees to make payments to the Plumbers and Pipefitters National Pension Fund for each Employee who is in each classification in accordance with Article XX of the Collective Bargaining Agreement.

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

- b) The Employer shall make the contributions set out in Article XX of the Collective Bargaining Agreement for each hour or portion thereof, for which an Employee is paid or entitled to payment for performance of duties for the Employer. (Each overtime hour shall be counted as one regular hour for which contributions are payable.)
- c) Contributions set out in Article XX of the Collective Bargaining Agreement shall be paid starting with the Employee's first day of employment in a job classification covered by the Collective Bargaining Agreement.
- d) The Employer shall continue contributions to the Fund for any compensated Employees who were previously covered by the Fund as members of the bargaining unit and who are continuing to perform work of the type covered by the Collective Bargaining Agreement for at least half of their hours with the Employer. It is understood that the Employer may not make contributions on behalf of an Employee who owns, or whose spouse owns, 10% or more of the corporation unless it signs and abides by a participation agreement covering such owner Employees. It is also agreed that the Employer shall not make contributions to the Fund on behalf of any Employees other than those specified herein.

2 The payments to the Pension Fund required above shall be made to the "Plumbers and Pipefitters National Pension Fund" which was established under an Agreement and Declaration of Trust, dated July 23, 1968 and restated December 13, 1978. The Employer, by signing this Standard Form of Participation Agreement, or by signing a Collective Bargaining Agreement providing for participation in the Plumbers and Pipefitters National Pension Fund, agrees to be bound by all of the terms and conditions of the Restated Agreement and Declaration of Trust. Any Employer so adopting the Restated Agreement and Declaration of Trust thereby ratifies, accepts and designates as its representatives the Employer Trustees then serving as such and authorizes said Employer Trustees to designate additional Employer Trustees and successor Employer Trustees in accordance with the terms and conditions thereof, the Employer hereby acknowledges receipt of a copy of the Restated Agreement and Declaration of Trust in effect when this Agreement is signed.

3 It is agreed that the Pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.

- 4 It is agreed that all contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to retain an accountant or accounting firm to perform payroll audits of the Employer to determine whether contributions have been made on behalf of all Employees covered by the Plan.
- 5 If an Employer fails to make contributions to the Pension Fund within 20 days of the end of the month during which the work was performed, the Union shall have the right to take whatever steps are necessary to secure compliance, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs and expenses for collecting the payments due, together with attorneys' fees, interest on the unpaid contributions of 12% per annum, and liquidated damages of 10% of the unpaid contributions. The Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedures or the "no-strike" clause provided under the Collective Bargaining Agreement.
- 6 The parties agree that this Participation Agreement shall be considered a part of the Collective Bargaining Agreement between the undersigned parties.
7. The expiration date of the present Collective Bargaining Agreement between the undersigned parties is **July 4, 2027**. Copies of the Collective Bargaining Agreements and all renewal or extension agreements will be furnished promptly to the Pension Fund office and, if not consistent with this Participation Agreement, can be used by the Trustees as the basis for termination of participation of the Employer.
- (195) **Mechanical Contracting Administrative Fund** - Each Employer shall pay to the Mechanical Contractors Administrative Fund the amount stipulated in Article XX for each hour paid to each employee of the Employer within the bargaining unit.
- (196) Such payments by check shall be made payable to The Designated Trustee, as depository and shall be transmitted to The Designated Trustee no later than the 20th day of the month following the calendar month in which the work was performed. Reporting forms shall be furnished by the Trustees of the Mechanical Contracting Administrative Fund to the Employers. Delinquent contributors shall be subject to such liquidated damages as the Trustees of the Fund may prescribe from time to time.
- (197) In no event shall the foregoing provisions of this Section be subject to or suitable for grievance and arbitration under this Agreement.
- (198) The Trustees of the Mechanical Contracting Administrative Fund shall comply with all present and future Federal laws governing the same.
- (199) The Union shall have no participation or control of any kind or degree whatever, nor shall the Union be connected in any way with the Mechanical Contracting Administrative Fund.
- (200) The Employer Association, party to this Agreement, agrees to defend and indemnify the Union, the Union's officers, and the Union's employees from any and all claims made against them arising out of the establishment and operation of the Mechanical Contractors Administrative Fund. (MCAF)
- (201) The Employers have the option to increase the MCAF each year.
- (202) **Professional Licensing and Education Fund** - The Union shall establish a Professional Licensing and Education Fund ("PLE Fund") for the purpose of reimbursing members for their attainment of professional licenses, certificates, and education.
- a. The PLE Fund shall be administered by the Trustees of the United Association of Plumbers and Pipefitters Local 50 Professional Licensing and Education Fund Plan ("PLE Fund Plan").
  - b. The Union shall allocate the amount stipulated in Article XX into the PLE Fund for each hour paid to each employee within the bargaining unit.
  - c. The Employer shall have no participation or control of any kind or degree whatever, nor shall the Employer be connected in any way with the PLE Fund, and therefore in no event shall the foregoing provisions of this Section be subject to or suitable for grievance and arbitration under this Agreement.
  - d. The Union, party to this Agreement, agrees to indemnify the Employer, the Employer Association's members, and the Employer's employees from any and all claims made against them arising out of the establishment and operation of the PLE Fund.
  - e. On or before May 1<sup>st</sup> of each year, the Union has the option to increase or decrease the amount stipulated in Article XX. All increases shall be allocated from yearly wage raises, all decreases shall be added to yearly wage raises for allocation, and neither shall have effect on the total wage amount in Article XX.
- (203) **Joint Apprenticeship Fund** - Each Employer shall pay to the Apprenticeship fund the amount stipulated in Article XX for each hour paid to each employee of the Employer within the bargaining unit. Such payments by check shall be made payable to The Designated Trustee as depository and shall be transmitted to The Designated Trustee, no later than the 20th day of the month following the calendar month in which the work was performed. Reporting forms shall be furnished by the Trustees of the Joint Apprenticeship Fund to the Employers. Delinquent contributors shall be subject to such liquidated damage assessments as the Trustees of the Joint Apprenticeship Fund may prescribe from time to time.
- (204) Any Employer not paying MCAF/Safety or any other Fund or Deduction provided for in this Agreement shall pay the equivalent hourly amount(s) as a contribution into the Joint Apprenticeship Fund.





**Article XXIII  
Additional Conditions of Employment**

- (205) The Employer shall remit on or before the due date as specified in the pertinent statutes of the State of Ohio the payments required or permitted by the Ohio Bureau of Unemployment Compensation, the Industrial Commission and Bureau of Worker's Compensation, in order to secure and maintain the employees' benefits thereunder. The meaning and intent of this clause is that no employee covered by this Agreement shall work for an Employer who fails to secure, or after securing allows to lapse, the full unemployment and industrial benefit coverage provided for under such Ohio law.
- (206) Employers whose principal offices are located outside the territorial jurisdiction of the Union shall make payments for unemployment compensation to the Ohio Bureau of Employment Services and workers' compensation payments shall be made to the Ohio Bureau of Workers' Compensation. Local income taxes shall be paid to the taxing agency.
- (207) State income tax shall be paid to the State where the employee resides, unless the Employee does not reside in Ohio or Michigan, in which event said tax shall be paid to the State where the job site is located. In this regard, employees shall execute the following form:

(STATE) NON-RESIDENT

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

(Signature)  
(State)  
(Social Security Number)

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

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

**Article XXV  
Included Schedules**

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

**Article XXVI  
Length Of Agreement**

- (213) This Agreement shall be in full force and effect from July 3, 2023, to and including July 4, 2027, and from year to year thereafter unless either party notifies the other in writing at least sixty (60) days prior to the date of expiration that a change in the terms is requested; provided, however, that both parties may mutually agree to alter or amend this Agreement at any time.

The undersigned Employer and Union reaffirm:

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

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

**For Labor**

Richard Salisbury  
Eric Osborn  
William Floss  
Jeff Stuller  
Owen Sherman

**For the Association**

Chris Bayes  
Kris Campbell  
Anne Saloff  
Matt Earl



**Article XXVI  
Length of Agreement**

This Agreement shall be in full force and effect from July 3, 2023, to and including July 4, 2027, and from year to year thereafter unless either party notifies the other in writing at least sixty (60) days prior to the date of expiration that a change in the terms is requested; provided, however, that both parties may mutually agree to alter or amend this Agreement at any time.

The undersigned Employer and Union reaffirm:

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

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

FOR THE UNION

FOR THE ASSOCIATION



Richard "Rick" Salisbury



Chris Bayes



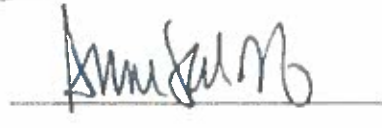
Eric Osborn



Kris Campbell



William "Bill" Floss



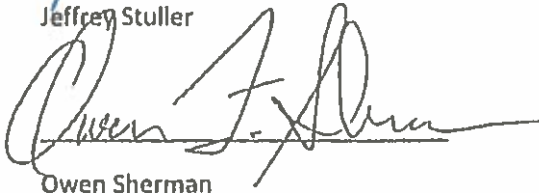
Anne Saloff



Jeffrey Stuller



Matt Earl



Owen Sherman





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

1. All piping for plumbing, water, waste, floor drains, drain grates, supply, leader, soil pipe, grease traps, sewage and vent lines.
2. All piping for water filters, water softeners, water meters and setting of same.
3. All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above-mentioned equipment.
4. All water services from mains to buildings, including water meters and meter foundations.
5. All water mains from whatever source, including branches and fire hydrants, etc.
6. All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, gray water, rainwater and reclaimable water collection of every type and description used for plumbing and pipefitting systems, etc..
7. All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and washrooms, shower stalls, etc.
8. All bathroom, toilet room and shower room accessories, e.g. towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.
9. All lawn sprinkler work, including piping, fittings and lawn sprinkler heads.
10. All sheet lead and copper lining for x-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipefitting industry.
11. All fire stand pipe, fire pumps, pressure and storage tanks, valves, hose racks, fire hoses, cabinets and accessories, and all piping for sprinkler work of every description.
12. All block tin coils, carbonic gas piping for soda fountains and bars, etc.
13. All piping for railing work and racks of every description, whether screwed or welded.
14. All piping for pneumatic cleaning systems of every description.
15. All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil or gas used in connection with railway cars, railway motor cars and railway locomotives.
16. All marine piping and all piping used in connection with ship building and shipyards.
17. All power plant piping of every description.
18. The handling, assembling and erecting of all economizers, super-heaters, regardless of the mode or method of making joints, hangers, and erection of same.
19. All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc.
20. All soot blowers and soot collecting piping systems.
21. The setting, erecting and piping for all smoke consuming and smoke washing and regulating devices.
22. The setting and erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards and other controls used in connection with power, heating, refrigeration, air conditioning, manufacturing, mining and industrial work.
23. The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers and all piping for same in power houses, distributing and boosting stations, refrigeration, bottling, distilling and brewing plants, heating, ventilating and air conditioning systems.
24. All piping for artificial gases, natural gases and holders and equipment for same, chemicals, minerals and by-products and refining of same for any and all purposes, as well as radon piping and all methane recovery systems.
25. The setting and erecting of all underfeed stokers, fuel burners and piping, including gas, oil, power fuel, hot and cold air piping, and all accessories and parts of burners and stokers, etc.



26. All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.
27. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, and mixing devices, and piping thereto of every description.
28. The setting, erecting and piping of all cooling units, pumps, reclaiming systems and appurtenances, in connection with transformers and piping to switches of every description.
29. All fire extinguishing systems and piping, whether by water, steam, gas or chemical, fire alarm piping and control tubing, etc.
30. All piping for sterilizing, chemical treatment, deodorizing and all cleaning systems of every description and laundries for all purposes.
31. All piping for oil or gasoline tanks, gravity and pressure lubricating and grating systems, air and hydraulic lifts, etc.
32. All piping for power or heating purposes, either by water, air, steam, gas, oil, chemicals, geothermal, solar, or any other method.
33. All piping, setting and hanging of all units and fixtures for air conditioning, cooling, heating, roof cooling, refrigerating, ice making, humidifying, dehumidifying and dehydrating, by any method and the charging, and testing, and servicing of all work after completion.
34. All pneumatic tube work and all piping for carrying systems by vacuum, compressed air, steam, water or any other method.
35. All piping to stoves, fire grates, blast and heating furnaces, ovens, driers, heaters, oil burners, stokers and boilers and cooking utensils, etc., of every description.
36. All piping in connection with central distributing filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorination and chemical treatment works, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, and aeration basins.
37. All process piping for refining, manufacturing, industrial and shipping purposes of every character and description.
38. All air piping of every description.
39. All temporary piping of every description in connection with building and construction work, excavating and underground construction.
40. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduit and boxes used in connection with the pipefitting industry.
41. The handling and setting of boilers, setting of fronts, setting of soot blowers and attaching of all boiler trimmings.
42. All pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts and water lines and booster stations of every description.
43. All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints or any other mode or method of making joints in connection with the pipefitting industry.
44. Laying out, cutting, bending and fabricating of all pipe work of every description by whatever mode or method.
45. All methods of stress relieving of all pipe joints made by every mode or method.
46. The assembling and erecting of tanks used for mechanical, manufacturing or industrial purposes, to be assembled with bolts, packed or welded joints.
47. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipefitting industry.
48. The operation, maintenance, repairing, servicing and dismantling of all work installed by journeymen members of the Union.
49. All piping for cataracts, cascades; i.e. (artificial waterfalls), makeup water fountains, captured water, water towers, cooling towers and spray ponds used for industrial, manufacturing, commercial or for any other purposes.
50. The adjusting and servicing of all heating and/or cooling devices that are the jurisdiction of the United Association, except for factory trained representatives or trained experts whose supervision may be requested by the owner, architect, engineer or Employer.
51. All control devices, either pneumatic or electric used to regulate or control a system installed by the U.A.
52. Piping herein specified means pipe made from metals, tiles, glass, rubber, plastics, wood, or any other kind of material, or product manufactured into pipe, usable in the pipe fitting industry, regardless of size or shape.

**SECTION I**  
**Standards**

- A. The Plumbing-Heating-Cooling Contractors Association of Northwestern Ohio, Inc. and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, Local 50, realizing the great and growing need for qualified, trained mechanics in the Plumbing and Pipefitting Industry, established a formal apprenticeship system on August 3, 1939.
- B. The Standards for the apprenticeship system established on that date, and revised from time to time to keep abreast of current legislation and social conditions, are hereby made a part of the Labor Agreement and, except for the conditions set forth in Article VIII of this Agreement, the current standards as revised and promulgated by the Joint Apprentice Training Committee (JATC) shall govern the application, selection, processing, employment, advancement, training and all other matters pertaining to apprentices.
- C. Copies of the current edition of the apprenticeship standards shall be available for inspection at the apprenticeship school, the office of UA Local 50, the offices of the management association, the Apprenticeship Information Center, The Ohio State Apprenticeship Council, the Ohio State Employment Services office in Toledo, the local office of the U.S. Department of Labor, Bureau of Apprenticeship and Training and other locations such as deemed proper by the JATC.
- D. All applicants to the apprenticeship program shall, when making application to the program, read and signify understanding of these standards and agree to abide by the terms and conditions of these standards of this Labor Agreement.
- E. The individuals organized by UA Local 50 without regard to minimum standards will be tested under the auspices of the JATC and based upon that evaluation will be placed in the appropriate apprentice classification. Such admission of individuals shall be without regard to age, disability, national origin, race or sex.

**SECTION II**  
**Joint Apprentice Training Committee**

- A. There has been established a Joint Apprentice Training Committee comprised of ten (10) members, five (5) from management and five (5) from the Union.
- B. The Committee shall select from its membership a chairman and a vice-chairman who shall retain their right of voice and vote, with the offices held in alternate years by management and union representatives. The Committee shall also select a secretary who need not be a member of the Committee.
- C. Four (4) members of the Committee shall be deemed necessary to constitute a quorum provided management and union representatives are in equal number.
- D. The Committee shall establish such additional rules and regulations as shall be necessary for efficient administration of the apprenticeship program.
- E. The Committee shall be charged with the full responsibility for all decisions concerning the program and affected individuals participating as Employers, Employees, Applicants, Students, Instructors and/or Administrators.

**SECTION III**  
**Non-Discrimination**

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

**SECTION IV**  
**Expense**

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

**SECTION V**  
**Apprentices**

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

## Union Work Rules

1. Whenever a member is unemployed at the trade, he must report such a fact to the business agent. No member shall solicit work at the trade.
2. No member shall accept employment at the trade from an Employer who is not a contractor recognized by the Local unless authorized by the Union Organizing Committee. This section shall not prohibit a member from doing work on his own property.
3. No members shall do any work at the trade which is a violation of any State, City or Local Government Code.
4. No member shall accept employment from an Employer who fails to comply with the terms and conditions of apprenticeship employment as adopted by the Joint Apprenticeship Committee and approved by the Local unless authorized by the Union Organizing Committee. Under no circumstance may a member remain on a job where an apprentice who has failed to register is employed.
5. No member will permit himself to be loaned by his Employer to another Employer.
6. The minimum wage received by any member shall be that set forth in the Collective Bargaining Agreement between the Union and the Employer. No member shall accept employment from any Employer who proposes to pay less than such minimum unless authorized by the Union Organizing Committee.
7. If any member fails to receive his full wages from an Employer as prescribed, and the Union has been notified thereof, no member will be allowed to work for such an Employer until such wages have been paid in full.
8.
  - a. A member who becomes unemployed shall not remain around the job or shop.
  - b. A member who is unemployed and under the direction of the union shall be allowed to police any job at any time, not to exceed 1 hour per day, provided, however the Employer shall not be liable in any manner to any member who polices the job.
9. All piping of any description set forth by the United Association as its jurisdiction shall be done by members of the United Association.
10. Any member working outside the Local's jurisdiction shall be governed by the rules and regulations of the Local, unless there is a United Association local in the area where the work is being performed.
11. Any member attempting to deprive another member of his good standing in the Local by frivolous charges or to deprive him of employment with personal or malicious intent, or to supersede him in any manner, shall commit a chargeable offense against the Local.
12. No member shall antagonize any member or threaten them with punishment at the hands of the Local or any of its affiliated bodies.
13. It is the duty of any member aware of a violation of these rules to report such violation in writing immediately to the Business Manager or Agent, Financial Secretary-Treasurer or Executive Board, and failing to do so will himself be deemed guilty and ordered before the Executive Board.
14. No member shall come from an outside job site to replace a member already working on the job for the sole purpose of working overtime.
15. Starting time shall be at the gate and quitting time at the gate.
16. All tool cribs at the job site shall be manned by UA Local 50 referred applicant members only.
17. All work shall be performed in a workmanlike manner.
18. The provisions of any labor relations contract, duly executed between the Local and an Employer, shall take precedence over these Working Rules.

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

**Memorandum Of Understanding**

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

**Memorandum Of Understanding**

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

### Understanding Of Intent

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

### Trainee Addendum

(220) Trainee/Intern addendum

The intent of this addendum is to recover work for UA Local 50 members and their union signatory contractors. The addendum shall run concurrently with the Master Agreement and may be dissolved by either party at the conclusion of this Agreement.

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

Pay shall be as follows:

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

Second Year - 35% base rate of BT Journeyman + Healthcare + UA National Pension

- c) The Intern shall be dispatched by UA Local 50 from those who enrolled in a vocational school to work program.

Pay shall be as follows:

Junior Year Student - Minimum Wage plus \$1.50 (school to work)

Senior Year Student - Minimum Wage plus \$3.00 (school to work)

- d) Under the sole discretion of the UA Local 50 Negotiating Committee the ratio of trainees/intern may be adjusted on a per project basis for general demolition, cleanup or other significant circumstance.

The Union shall not refer nor the Employer shall not assign a trainee to work on any National Maintenance Agreement (NMA), General Presidents Agreement (GPA) or Davis-Bacon or State Prevailing Wage (PW) project.

### Memorandum of Understanding

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

### Fabrication Shop Addendum

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

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

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

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

(a) Pay shall be:

1 <sup>st</sup> Year	The base rate shall be 45% of the Commercial/Industrial Journeyman's wage rate on the check plus active health insurance.
2 <sup>nd</sup> Year	The base rate shall be 50% of the Commercial/Industrial Journeyman's wage rate on the check plus active health insurance plus 50% of the default Retirement contribution
3 <sup>rd</sup> Year	The base rate shall be 55% of the Commercial/Industrial Journeyman's wage rate on the check plus active health insurance plus 50% of the default Retirement contribution
4 <sup>th</sup> Year	The base rate shall be 60% of the Commercial/Industrial Journeyman's wage rate on the check plus active health insurance plus 50% of the default Retirement contribution

**Memorandum of Understanding**

(223) On any jobsite where fifty (50) UA Members work per shift, either a temporary or permanent separate men's and women's restroom facility shall be provided. The facility shall be heated and ventilated and include the following amenities toilets, urinals or urinal trough and sinks with water or hand sanitizers, towel dispensers, soap dispensers and privacy partitions.

**Memorandum of Understanding  
United Association Standard For Excellence**

(224) The Union and the Mechanical Contractors Association of Northwestern Ohio, Inc. and/or Employers hereby agree that the United Association's Standard for Excellence Policy is incorporated by reference herein, and made a part hereof this contract.

The Union and the Mechanical Contractors Association of Northwestern Ohio, Inc. and/or the Employers hereby establish a Standard for Excellence Committee (Committee) to consider any complaint from the Union or any Employer arising from or relating to this Standard for Excellence. The Committee shall consist of one member appointed by the Union, one member appointed by the Employer/Association and a Public Member who shall be a neutral party selected and appointed by the Union representative and the Employer/Association representative. The Committee shall have the power to make a final and binding decision on any matter referred to it which shall be complied with by the Union, Employer, the Association, the Applicant/Employee, and any other party affected by the Committee's decision. The Union, Employer, Association, Applicant/Employee, and any party involved in the Committee's decision waive any right to appeal or seek judicial relief of the Committee's decision. The Committee is not authorized to add to, subtract from or modify any provision in the collective bargaining agreement, and its decision shall be in accord with both the letter and spirit of this Agreement.

An Employee or Applicant for Employment who is discharged for cause three (3) times within a rolling 18 month period, or who is engaged in egregious conduct in violation of the Standard for Excellence, shall be referred to the Committee who shall review the Applicant/Employee's record to determine the Applicant's continued eligibility to seek referral or continue to work for Employers. The Committee shall, within fifteen (15) business days, review the qualifications of the Applicant/Employee, the reason for the discharges or other evidence relating to the egregious conduct in violation of the Standard for Excellence. The Committee may, in its sole discretion, issue a final and binding decision providing for, including but not limited to, (a) the Applicant/Employee obtain further training from the JATC or other appropriate source; (b) disqualify the Applicant/Employee for referral or continued employment from any Employer for an appropriate period of time depending on the seriousness of the conduct and/or repetitive nature of the conduct; (c) refer the Applicant/Employee to an employee assistance program, if available, for evaluation and recommended action; or (d) declare the Applicant/Employee eligible for continued employment pursuant to the collective bargaining agreement or referral procedures of Union. The Committee's decision shall be in writing and sent to the Applicant/Employee, appropriate Employers, Association and Union for implementation.

The Employers are required to abide by the Standard for Excellence and are subject to be brought before the Committee. If an Employer is found in violation, the Committee has the authority to determine an appropriate remedy including, but not limited to, fines. In keeping with the purposes and intent of the Committee to act quickly, and fairly address matters referred to it, the Committee shall have the power to establish rules pertaining to the conduct before the Committee in order to maintain an orderly and efficient process unencumbered by excessive formality and delay. An Applicant/Employee is permitted to have a member in good standing of the Union or Employer accompany the Applicant/Employee at a proceeding before the Committee provided that the member in good standing is not a full-time, paid representative of the Union. An Employer may have another Employer accompanying it before the Committee. However, the Committee shall exclude attorneys and advocates who are not members of the Union, Association or Employers. The Union and the Mechanical Contractors Association agree to share evenly the cost of the operation of the Committee.

**UA Standard for Excellence**

**MEMBER AND LOCAL UNION RESPONSIBILITIES:**

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

- Meet their responsibilities to the employer and their fellow workers by arriving on the job ready to work, every day on time (Absenteeism and tardiness will not be tolerated.)
- Adhere to the contractual starting and quitting times, including lunch and break periods (Personal cell phones will not be used during the workday with the exception of lunch and break periods.)

- Meet their responsibility as highly skilled crafts workers by providing the required tools as stipulated under the local Collective Bargaining Agreement while respecting those tools and equipment supplied by the employer
- Use and promote the local union and international training and certification systems to the membership so they may continue on the road of lifelong learning, thus ensuring UA craft workers are the most highly trained and sought after workers
- Meet their responsibility to be fit for duty, ensuring a zero tolerance policy for substance abuse is strictly met
- Be productive and keep inactive time to a minimum
- Meet their contractual responsibility to eliminate disruptions on the job and safely work towards the on-time completion of the project in an auspicious manner
- Respect the customers' property (Waste and property destruction, such as graffiti, will not be tolerated.)
- Respect the UA, the customer, client and contractor by dressing in a manner appropriate for our highly skilled and professional craft (Offensive words and symbols on clothing and buttons are not acceptable.)
- Respect and obey employer and customer rules and policies
- Follow safe, reasonable and legitimate management directives

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

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

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

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

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

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

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

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

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

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

- In the event an issue is irresolvable at this level, the local or the contractor may call for a contractually established Joint Conference Committee meeting to resolve the issues.
- Weekly job progress meetings should be conducted with job stewards, UA supervision and management.
- The local or the contractor may involve the customer when their input is prudent in finding a solution.
- Foremen, general foremen, superintendents and other management should be educated and certified as leaders in the UA Standard for Excellence policy.

## Memorandum of Understanding

(225) An Employer may send the Union a letter on the Employer's stationery signed by one of its officers stating the Employer refuses to hire an applicant for referral. Upon receipt of this letter, the Union will retain the letter. Should the person named in the letter, whom the Employer refuses to hire, accept a referral to the refusing Employer, the Employer grants the Union the unequivocal right to show the applicant the Employer's letter. An Employer who sends the Union the above described letter will permit the person, who the Employer refuses to hire, the right to make a written request semi-annually for a meeting with the Employer's representatives for the purpose of asking the Employer to revoke the refusal to hire letter. An Employer who sends the Union a refusal to hire letter shall indemnify and hold the Union harmless from any claim arising from the operation of this process.

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**Toledo Maintenance Agreement**

**An Addendum to the UA Local 50 Plumbers and Pipefitters Agreement**

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

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

**TMA Article I  
Purpose**

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

**TMA Article II  
Scope of Agreement**

- (229) This addendum shall apply to all maintenance, repair, renovation and replacement work performed by the Employer within the local union geographical jurisdiction signatory to the addendum. This addendum represents the complete understanding of the parties, and the Employer shall not be required to sign any other maintenance agreement with the Union. Neither party is required to render a performance not set forth in this addendum.
- (230) Maintenance shall be defined as any work performed of a renovation, replacement, repair or maintenance character within the limits of a plant property, or other locations related directly thereto.
- (231) The word "repair", used within the terms of this Agreement and in accordance with maintenance, is work required to restore by replacement of parts of existing facilities to efficient operating condition.
- (232) The word "renovation," used within the terms of this Agreement and in connection with maintenance, is work required to restore by replacement or by revamping parts of existing facilities to efficient operating condition.
- (233) The word "replacement," used within the terms of this Agreement in connection with maintenance, is work required to modify, supplement, efficiently update existing facilities.
- (234) The term "existing facilities," used within the terms of this Agreement is limited to a constructed unit already completed and shall not apply to any new unit to be constructed in the future, even though the new unit is constructed on the same property or premises.
- (235) This agreement does not cover work performed by the contractor of a new construction nature, in which event said work shall be done in accordance with the existing building construction agreement.
- (236) The working conditions and hours of employment herein provided have been negotiated by the Union exclusively with representatives of the Employer.

**TMA Article III  
Referral**

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

**TMA Article IV  
Relationship with Owner**

- (238) Notwithstanding anything stated elsewhere herein, it is understood and agreed that this addendum does not establish:
- (239) any employer-employee relationship between Owner and Union and any person represented by the Union;
- (240) any rights of Employer against Owner (the entire contract between Employer and Owner shall be contained outside this addendum).



**TMA Article V  
Management Rights**

- (241) The Union agrees that the Employer is responsible to perform work required by the Owner. Therefore, the Employer has the complete authority for the management of the work forces for all work performed under this addendum. This authority includes but is not limited to:
- (242) Plan, direct and control the operation of all work.
- (243) Decide the number and classification of employees and crew sizes required for the work. A maximum crew size of 10 workers per foreman.
- (244) Determine the number of and to name the foremen and to require foremen to work with their tools when in the Employer's opinion this is advisable.
- (245) Require all employees to observe the Employer's and/or Owner's Job Rules, Security and Safety Regulations not inconsistent with this addendum. These Job Rules and Regulations shall be read, understood and acknowledged by each employee's signature if required by owner at the time of employment.
- (246) Discharge or discipline employees for proper cause.
- (247) Assign and schedule work at its sole discretion and determine when overtime will be worked. Whenever overtime occurs on any job site, priority will be given to those members of the bargaining unit working on said job site.
- (248) Utilize any safe work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment.
- (249) The Union understands the importance of keeping operating equipment and Owner's facilities running at all times. The Union also understands that the loss of production and the cost of repairs together create a great loss to the Owner. Therefore, the Union will encourage and advise the employees to exhaust every effort, ways and means to perform work of good quality and quantity. The Employer and the Union recognize the necessity for eliminating restrictions and promoting efficiency and agree that no rules, customs or practices shall be permitted that limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform. In certain circumstances involving safety, security or compliance with governmental procedures, it may be necessary for the Owner or his agents to instruct or communicate with the craftsmen.
- (250) It is understood by the Employer and agreed to by the Union that employees of the Employer will perform the work requested by the owner without having any concern or interference with any other work performed by any owner's employees who are not covered by this addendum.
- (251) Both parties agree to the maximum feasible utilization of sub journeymen within the jurisdiction of a craft, provided such classification exists in the local agreement of that craft and in accordance with the provisions of said agreements.

**TMA Article VI  
Work Rules**

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

**TMA Article VII  
No Strikes - No Lockouts**

- (258) There shall be no strikes, picketing, work stoppages or slowdowns of any kind, for any reason, against the Employer during the effective dates of this addendum. The Employer may discontinue any and all work performed by any other individual Union if such work is impaired due to the absence of members of the striking union. However, a Union shall have the right to withdraw its members from the project if any amounts owed to its members as wages are not paid when due or if any amounts owed as fringe benefits remain unpaid after written notice to the Employer.

(259) There shall be no lockout or threats thereof by the Employer except as provided in Paragraph (258) above.

(260) Nothing in this addendum shall be construed to limit or restrict the right of any of the parties to this addendum to pursue fully any and all remedies available under law in the event of a violation of this TMA Article.

#### **TMA Article VIII Grievance Procedure**

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

(262) Any grievance or dispute arising between the parties to this Agreement shall be promptly adjusted through the following steps:

(263) First Step -- The grieved party shall first attempt settlement through the Union Steward or the Business Manager or Agent and the Job Supervisor. If the Union Steward or Business Manager or Agent and Job Supervisor are unable to resolve the grievance or if no settlement is reached within five (5) working days after the Union Steward or Business Manager or Agent brings the matter to the attention of the Job Supervisor, the Union may process the grievance to the second step.

(264) Second Step -- Failing to settle the dispute at the First Step, the grievance shall be heard by the Union Business Manager or Agent and a top level management representative at a mutually agreeable date, not more than five (5) working days after the conclusion of the First Step.

(265) Third Step -- Failing to settle the grievance at the Second Step, the grievance may be processed further by the grievance being reduced to writing and submitted to the Employer representative and the Union representative of the Grievance Committee and the Employer involved in the grievance. The Employer representative and the Union representative of the Grievance Committee shall schedule a date to hear the grievance within ten (10) days from the date the grievance was submitted to the Grievance Committee. The Grievance Committee shall be composed of ten (10) individuals, five (5) Employer representatives and five (5) Union representatives from the Union Negotiating Committee. Six (6) persons, three (3) Employer representatives and three (3) Union representatives shall constitute a quorum. The Employer representatives and Union representatives shall each have a combined total of five (5) votes. After hearing the evidence, the Grievance Committee shall decide the grievance by majority vote. The decision of the Grievance Committee shall be issued within seven (7) working days of the hearing, and the decision shall be final and binding.

#### **TMA Article IX Arbitration**

(266) If the Grievance Committee fails to decide the grievance by a majority vote, the grievance may be submitted to arbitration. The request to proceed to arbitration must be sent to the Employer representative and the Union representative of the Grievance Committee and the Employer involved in the grievance within seven (7) working days from the Grievance Committee decision. Upon receipt of the request for arbitration, the parties shall endeavor to agree upon a mutually acceptable neutral arbitrator. If mutual agreement cannot be reached within seven (7) days after receipt of the request for arbitration, either party may request that the Federal Mediation and Conciliation Service submit to the parties a panel of five (5) arbitrators. The parties shall then alternatively strike names from the list of the arbitrators until one name remains and that person shall be the neutral arbitrator.

(267) The decision of the arbitrator shall be final and binding upon both parties. The decision of the arbitrator shall not be contrary to, amend, add to or eliminate any of the provisions of the Agreement. All costs for the arbitrator will be paid by the losing side.

#### **TMA Article X Jurisdictional Disputes**

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

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

#### **TMA Article XI Union Representation**

(270) Authorized representatives of the Union shall have access to jobs where employees covered by this Agreement are employed, provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established by the owner.

(271) The Union shall select potential stewards from the Building Trades Journeymen on the project to be agreed upon by both the Union and Employer. A steward may be appointed for each shift in the same manner. The steward shall, in addition to his work as a journeyman, be permitted to perform during working hours such duties for the Union as cannot be performed at other times. It is agreed such duties shall be performed as expeditiously as possible, and that the Employer will allow the steward a reasonable amount of time for the performance of such duties. The Employer shall not discriminate against the steward in the proper

performance of the steward's union duties. The steward shall not leave the work area without first notifying the appropriate supervisor and receiving his approval, such approval will not be unreasonably withheld.

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

#### **TMA Article XII Wage Rates and Payday**

- (278) Wage rates, fringe benefits and miscellaneous funds will be as negotiated and paid in accordance with local collective bargaining agreements.
- (279) Wage premiums or allowances for purposes of this addendum including but not limited to hazard pay, acid pay, high or low work, clothing allowance, use of special equipment or other similar premiums shall not be applicable to this addendum.
- (280) No subsistence, travel allowance, mileage or pay for travel time will be paid to any employee.
- (281) After the Employer's operation has commenced, no subsequent change in wages will become effective except to the extent that any such change in wages or working conditions shall have been agreed upon and in accordance with the effective date agreed upon in negotiation between the local union and the recognized bargaining agency of contractors.
- (282) Wages will be paid in accordance with paragraphs (40),(41), and (42) of the local agreement.

#### **TMA Article XIII Meal Allowance**

- (283) When an employee is required to work more than two (2) hours of unscheduled overtime beyond his regularly scheduled shift, the Employer will arrange either to have him receive a meal or pay him \$15.00 in lieu of the meal. This provision will be repeated after each four (4) hours of overtime thereafter.

#### **TMA Article XIV Day Work Schedules**

- (284) The standard work day shall be an established consecutive eight (8) hour period between the hours of 7:00 a.m. and 5:00 p.m. exclusive of a thirty (30) minute lunch period. Forty (40) hours per week shall constitute a week's work, Monday through Friday inclusive.
- (285) On jobs scheduled for five eight hour days, Monday through Friday. The Employer may request Employees who have been scheduled for work the full week, to work up to ten hours in a day at straight time. The appropriate overtime will be paid after ten hours in the day or 40 hours in the week. Any work over eight hours per day shall be voluntary on the part of the Employee. Employees declining such work shall do so without penalty or recrimination. If an Employer is found to violate the voluntary nature of this provision, the Grievance Committee, in addition to all remedies legally available at its discretion may suspend the Employer's ability to employ this provision.
- (286) When the job conditions dictate a change in the established starting time and/or a staggered lunch period on certain work of the project or with individual crafts, the Employer and the Union must mutually agree to such changes.
- (287) PROVISIONS FOR FOUR (4) TEN HOUR WORK DAYS - By mutual consent of the union and the contractor, an optional 4 day work week shall be established at 10 hours per day at straight time rate. This option will be utilized on a Monday through Thursday basis only. Friday, Saturday, Sunday and all hours in excess of 10 shall be at the appropriate overtime rate. In the event a jobsite is shutdown due to weather conditions or one of the designated holidays fall during the week, then Friday may be worked as a

make-up day provided employees who inform their employer that they do not want to work a Friday make-up day will not be penalized. At no time shall Saturday be worked as a make-up day for straight time.

- (288) The optional work day shall be an established consecutive 10 hour work period between the hours of 6:00 a.m. and 6:00 p.m. for 1st shift. Second shift shall start between the hours of 4:00 p.m. and 7:00 p.m., the second shift wages rate shall be 10 hours of pay (including fringes) plus a \$2.00 per hour premium for 10 hours worked. Should an employee be tardy or leave early, the Employer will compensate the employee for the full 10 hours pay, including the appropriate shift additive, less those hours not worked.
- (289) Any employee reporting for employment on his first day of hire shall receive pay for 10 hours work provided he arrives at job site within 1 ½ hours of normal dispatch time.
- (290) An Employee who reports for work at the regular starting time and for whom no work is provided shall receive pay equivalent to two (2) hours at the applicable hourly rate, provided the Employee at the Employer's discretion remains available for work. An Employee who reports for work and for whom work is provided shall be paid for actual time worked but not less than two (2) hours. However, when strike conditions make it impractical for an Employer to put such an Employee to work, or where stoppage of work is occasioned thereby, or when an Employee leaves work of his own accord, the provisions of this paragraph shall not apply and wages shall be paid only for hours actually worked.
- (291) The Employer shall provide two (2) rest periods, (coffee breaks) of ten (10) minutes each total at the work station, one in the first five hours and one in the last five hours of each shift.
- (292) All time before and after the established work day, Monday through Friday, and all time on Saturday shall be paid for at the rate of time and one-half, except double time shall be paid after 12½ hours of work. All time on Sundays and the holidays stated in TMA Article XVII shall be paid for at the rate of double time.

#### TMA Article XV Shift Work Conditions

- (293) Shift work may be performed at the option of the Employer. The wage rate for Second shift shall be 8 hours work for 8 hours pay, plus a \$2.00 per hour shift additive. The wage rate for Third shift shall be 8 hours work for 8 hours pay, plus a \$2.25 per hour shift additive. The basis for which shift rate shall be applicable lies with where the majority of straight time hours are worked. If the majority of hours are worked before 12:30 a.m., second shift rate shall apply. If the majority of hours are worked after 12:30 a.m., third shift rate shall apply. Should an employee be tardy or leave early, the Employer will compensate the employee for the full eight (8) hours pay, including the appropriate shift additive, less those hours not worked.

#### TMA Article XVI Composite Crew Provisions

- (294) Employers may perform, at their discretion; work under this addendum with a composite crew consisting of members of those trades whose work jurisdiction is included in the work to be performed by the composite crew.
- (295) The composite crew would perform work only that falls within the jurisdiction of members of the composite crew.
- (296) If additional manpower is required to accomplish specific work, the additional manpower will be drawn from that trade whose jurisdiction covers the work which gives rise to the need for additional manpower.
- (297) If a member of a crew is laid off, the remaining members of the crew shall not perform work recognized as within the jurisdiction of the tradesman who has been laid off until that trade is again represented by the crew.
- (298) The crew shall not perform continuous work of a specific trade for more than three (3) consecutive days. Beyond this time, the Employer is required to add to the crew or replace members of the crew with employees who are members of the Union whose work is being performed for more than three (3) consecutive days.
- (299) When composite crews are assigned to perform work under this addendum, the unions will be informed of the composition of the crew and the scope of work to be performed. The intent of composite crews is to recognize that the conditions which exist in the work covered by this addendum are a departure from the normal building and construction trades traditional work practices and therefore relies upon the good faith and judgment of the employees and Employers which will provide competitive opportunities.
- (300) If the mechanical contractor has the maintenance contract, supervision for the composite crew will be appointed from UA Local 50. Composite crews are limited to seven (7) men.

#### TMA Article XVII Holidays

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

#### TMA Article XVIII

### Reporting Time and Call-Ins

- (302) Reporting Pay - When an employee or new hire reports to work for a regular or assigned shift and is not given the opportunity to work because work was not available, and he was not notified before the completion of his previous day's work, he shall be paid two (2) hours reporting time and shall remain at the job site for the two (2) hours, if required by the Employer. If the employee is notified prior to completion of the previous day's work, the employee shall not be paid the two (2) hours.
- (303) An Employee who reports for work at the regular starting time and for whom no work is provided shall receive pay equivalent to two (2) hours at the applicable hourly rate, provided the Employee at the Employer's discretion remains available for work. An Employee who reports for work and for whom work is provided shall be paid for actual time worked but not less than two (2) hours. However, when strike conditions make it impractical for an Employer to put such an Employee to work, or where stoppage of work is occasioned thereby, or when an Employee leaves work of his own accord, the provisions of this paragraph shall not apply and wages shall be paid only for hours actually worked.
- (304) The Union agrees that all employees working under this addendum will participate in required training (if applicable) to obtain and maintain access to a plant at their regular rate of pay if such training is conducted outside work hours in effect at the time such training is required.
- (305) Call-Ins -- A call-in shall be defined as notification to report for work outside an employee's regular shift or regularly scheduled day off or holiday.
- (306) Call-Ins as defined above shall be paid in accordance with one of the following categories:
- (307) A call-in prior to and continuous with an employee's normally scheduled shift shall be paid for on the basis of hours actually worked at the applicable overtime rate.
- (308) When an employee is called in to work at or after the established starting time on Saturday, Sunday, scheduled day off or holidays, he shall be paid not less than four (4) hours at the applicable rate for the day worked except when his call in is prior to and continuous with his normal work hours. All hours actually worked will be at the applicable overtime rate.
- (309) If there is an overlapping of an employee's time from the 5th day to the 6th day, the 6th day to the 7th day or holidays as a result of a call-in from one day to the next, the employee shall be paid under the four (4) hour plan as outlined in Paragraph (308) above at the applicable overtime rate, but at no time will he receive the four (4) hour guarantee more than once for any call-in.
- (310) On a call-in when guaranteed hours prevail, the employee may be required to work the necessary time guaranteed by the Employer. If an employee shall stop work for reasons of his own and without the approval of the Employer representative, he shall be entitled to pay for the hours actually worked in the day and the four (4) hour minimum condition shall not apply.

### TMA Article XIX Tool Rooms

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

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## Northwest Ohio Residential Addendum

### An Addendum to the UA Local 50 Plumbers and Pipefitters Agreement

#### For The Performance of New Construction, Installation, Replacement and Renovation in Residential Work

- (313) This Addendum is entered into on the 30<sup>th</sup> day of June 2014, and amended from time to time thereafter, by and between Mechanical Contractors Association of Northwestern Ohio, Inc. (MCA) on their behalf and on behalf of all MCA employers who perform work under this Addendum and all signatory employers to this Addendum, all hereinafter referred to as "Employer", and The United Association, Local 50 Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, hereinafter referred to as the "Union".
- (314) This Addendum is hereby incorporated into and made a part of the current collective bargaining agreement between Mechanical Contractors Association of Northwestern Ohio, Inc. and The United Association, Local 50, Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada (hereinafter referred to as the "Master Agreement"). All conditions and terms contained in the Master Agreement which are not revised, altered or eliminated by this Addendum shall remain in full force and effect for the work performed under this Addendum. Once an Employer becomes bound to this Addendum, the Employer automatically becomes bound to the Master Agreement. This Addendum shall run concurrently with the Master Agreement and when the Master Agreement terminates, this Addendum shall automatically terminate.

#### ARTICLE I Nature Of Work Covered

- (315) This Addendum shall apply to all work relating to the installation, replacement and renovation, of all heating, ventilating, air-conditioning (HVAC), and plumbing systems, including, but not limited to; the unloading, handling by hand, power equipment and installation of all piping or tubing, appurtenances and equipment pertaining thereto, remodel work of a nature associated with residential type structures and all work the parties agree in the future to include, but only when performed on the following structures:
- A. One or two family dwellings;
  - B. All multiple family dwelling units up to 36 units; and
  - C. Townhouses, condominiums, student apartments or similar structures with up to 24 units.
  - D. Motels and Hotels up to 4 stories
  - E. Any multi family dwelling unit of wood frame.
- (316) This Addendum shall also include any and all residential work or work of a similar nature, within the jurisdiction of the United Association, as mutually agreed to by the parties. On a case by case basis the number of multiple family dwelling units may be increased by mutual written agreement between the MCA Executive Vice President and the UA Local 50 Business Manager.

#### ARTICLE II Classifications

- (317) The classifications of Employees which the Employer may employ on work performed under this Addendum, and the general definition of the duties of such classifications, are as follows:
- A. Residential Journeyman: The term "Residential Journeyman" shall mean a person qualified by skill and experience to perform residential HVAC and plumbing work covered by this Addendum. The duties of persons so qualified shall also include any other functions as assigned including supervision.
  - B. Residential Apprentice: The term "Residential Apprentice" shall mean a person who has agreed to learn and perform residential HVAC and plumbing work covered by this Addendum, and who is governed by a written apprenticeship agreement that has been approved by a joint apprenticeship and training committee of a United Association Local Union.
  - C. Residential Intern: The term "Residential Intern" under this Addendum, shall mean a person from a school to work program and/or an entry level Employee employed to assist in the performance of all residential HVAC and plumbing protection work covered by this Addendum.

#### ARTICLE III Management Rights and Supervision

- (318) 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. The need for, designation of and the determination of the number of Employees and foremen, if any, is solely the responsibility of the Employer. Employer's salaried personnel may handle all dispatching and assignment of duties. All rights not specifically nullified by this Addendum are retained by the Employer.

- (319) The need for determination and designation responsibilities of foremen is the sole responsibility of the Employer.
- (320) The Employer shall have the right to make and revise, from time to time, safety and working rules which are not inconsistent with any of the terms of this Addendum.

**ARTICLE IV**  
**Wages And Fringe Benefits**

- (321) The Employer shall pay wages and fringe benefits for each hour paid under this Agreement as follows:

**A. Residential Journeyman: July 3, 2023 - Effective Wage Rate**

Wages (Minimum)	\$31.42
Active Health Fund	\$9.10
UA National Pension	\$1.65
Retirement Fund	\$1.30
Apprentice Training Fund	\$1.00
MCAF/ Safety	\$0.15
International Training Fund	\$0.10
Professional License and Education Fund	\$0.01
<b>Total</b>	<b>\$44.73</b>

**B. Effective dates of wage increases:**

Residential Total Package Increase --- 64% of Building Trades Raise per year

- July 03, 2023, - \$4.00 x 64% = \$2.56
- July 04, 2024, - \$3.10 x 64% = \$1.98
- June 30, 2025, - \$3.10 x 64% = \$1.98
- June 29, 2026 - \$3.10 x 64% = \$1.98

**C. Foreman shall be paid 10% above the Residential Journeyman's rate.**

**D. Residential Apprentice [minimum four (4) year program based on percentage of Residential Journeyman's Rate]:**

- 1st Year - 50% Wage + Full Benefits
- 2nd Year - 60% Wage + Full Benefits
- 3rd Year - 75% Wage + Full Benefits
- 4th Year - 90% Wage + Full Benefits

**E. Residential Intern:**

- Junior Year Student - Minimum Wage plus \$.50 (school to work)
- Senior Year Student - Minimum Wage plus \$1.00 (school to work)

- 1st Year Intern - Minimum Wage plus \$1.00 plus Health & Welfare
- 2nd Year Intern - Minimum Wage plus \$1.50 plus Health & Welfare

(322) **WORKING ASSESSMENTS SHALL BE 3% OF TAXABLE WAGES + \$.20/Hr.**

- (323) During the life of this Addendum any mandated contribution increases or decreases to the fringe benefit package shall automatically become fully implemented and in effect and shall come off of or be added to the Employees' wages.
- (324) If work covered by this Addendum is performed on public projects and applicable law requires the payment of established prevailing wages and benefits, the Employer shall be required to pay said wages and benefits if they are higher than those specified for this Addendum.

**ARTICLE V**  
**Work Stoppages**

- (325) The Union will not induce, engage or participate, directly or indirectly, in any strike, picketing, slowdown, stoppage or other curtailment or interference with the Employer's operations, or interfere with the flow of business in or out of places where the Employer is doing business; provided, however, the Union may legally strike when an Employer fails to pay its Employees' wages in full and on time or when an Employer is delinquent in payment of fringe benefits or union dues as required by this Addendum.

**ARTICLE VI**  
**Work Hours**

- (326) Eight (8) consecutive hours work between the hours of 6:00 A.M. and 9:00 P.M., except for a thirty (30) minute lunch period, shall constitute a regular work day. Five (5) such days, Monday through Saturday inclusive, shall constitute a regular work week,

provided it shall be at an Employee's option to work on Saturday. The starting and quitting times for each job shall be subject to variance by mutual agreement between the Union and Employer. There shall be a thirty (30) minute lunch period, which shall begin approximately four (4) hours immediately following the regular starting time.

**ARTICLE VII**  
**Residential Apprentices And Interns**

(327) Residential Apprentices and Interns shall be employed by the following ratios:

Journeyman	Residential Apprentices	Interns
2	2	2
3	3	3
4	4	4
5	5	5

(328) An Employer may hire up to one (1) Residential Apprentice and one (1) Intern for every Journeyman employed. At no time may an Employer employ more Interns than Residential Apprentices except on a temporary basis as agreed to in writing between, the Employer and Business Manager who, by mutual agreement, may adjust the Residential Apprentice and Intern ratio as necessary to remain a viable force in the industry.

(329) As a condition of employment, all Residential Apprentices and Interns shall attend training classes when they are provided.

(330) The parties hereto shall establish an Apprenticeship Program with the assistance of the Joint Apprenticeship Committee.

**ARTICLE VIII**  
**Tools**

(331) Employees shall furnish the following tools:

1. 10" Channel Lock #430
2. 25 foot tape measure
3. 9" torpedo level
4. 10 in 1 screwdriver
5. 6" crescent wrench
6. 10" crescent wrench
7. Rigid tubing cutter #31632 or equivalent
8. 12" PVC saw
9. PEX cutter, scissor type
10. Claw hammer

(332) Tools supplied by an Employee which are damaged or broken shall be replaced by the Employer. Carelessness or negligence on the part of the Employee will absolve the Employer of replacement responsibility. Carelessness or negligence on the part of the Employee with regards to the Employer provided tools will result in the Employee attending a hearing before the Standards For Excellence Committee.