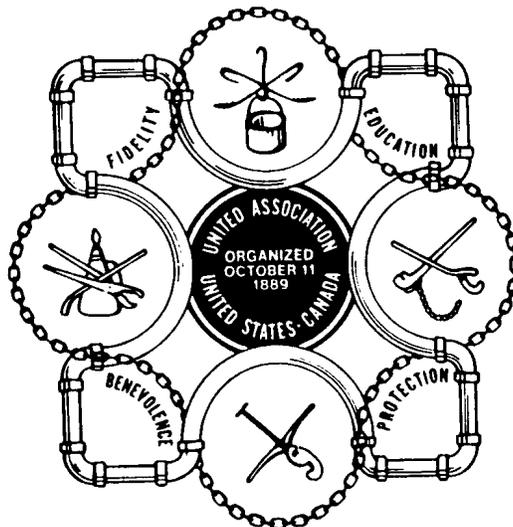


**AGREEMENT BETWEEN**  
**THE UNITED ASSOCIATION OF**  
**JOURNEYMEN AND APPRENTICES OF THE PLUMBING &**  
**PIPEFITTING INDUSTRY**

**LOCAL UNION 396**

**AND**

**THE MECHANICAL CONTRACTORS ASSOCIATION**  
**OF MAHONING VALLEY**



**August 1, 2020 through May 31, 2025**

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## ARTICLE I – AGREEMENT

- 1.1. This Agreement is entered into this first day of August, 2020 between the **Mechanical Contractors Association of Mahoning Valley** (hereinafter called “**Association**”) and **Local Union No. 396** of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada (hereinafter called the “**Union**”), having jurisdiction in all of the cities, municipalities, townships and villages of Mahoning, Trumbull and Columbiana Counties, with the exception of Washington Township, Yellow Creek Township, and the portion of Liverpool Township known as Section 35 and the portion of Liverpool Township known as section 36 West of County Road No 427, all in the State of Ohio. This Agreement also covers that portion of Grant District of Hancock County in the State of West Virginia, north of a dividing line established by the Union as shown more clearly on a map which will be furnished upon request.
- 1.2. This agreement shall be binding upon the Union and each Employee thereof, and upon each Employer who, after the date hereof, becomes a party hereto by signing the statement of agreement at the end of this Agreement. Furthermore, in consideration of the mutual desire and intent of the parties hereto to maintain high standards of performance and employment in the trade, the Union agrees to insist upon execution of this agreement and observance of its terms by any Employer who during the term hereof employs members of the trade.
- 1.3. All Employers signatory to this Agreement may avail themselves of the following divisional agreements in the Union’s jurisdiction:
  - (a) Fabrication
  - (b) Residential
  - (c) Light Commercial
  - (d) Mechanical Equipment and Maintenance
  - (e) School
  - (f) Sewer and Drain Specialty Agreement
- 1.4. The Master Agreement must be signed before any divisional agreement becomes effective.
- 1.5. No agreement or addendum can be offered without prior approval between Local 396 and the Mechanical Contractors Association of Mahoning Valley.

## **ARTICLE II - RECOGNITION OF FUNDAMENTAL PRINCIPLES**

- 1.1. The vital interests of the Public and of Employer and Employee, in the industry, are inseparably bound together. All will benefit by a continuous and peaceful promotion of industrial progress and the direction of the means of production to the common good.
- 1.2. The facilities of the Plumbing and Heating Industry for service to the Public that will be developed and enhanced by recognizing that the overlapping of the functions of the several groups in the industry is wasteful and should be eliminated.
- 1.3. Closer contact and a mutually sympathetic interest between Employer and Employee will develop a better working system and will tend constantly to stimulate production while improving the relationship between Employee and Employer and the community.
- 1.4. Strikes and lockouts are detrimental to the interests alike of Employee, Employer, and the Public, and should be avoided.
- 1.5. The public interest is conserved, hazard of life and property is reduced, and the standards of work are improved by fixing an adequate minimum of qualifications in knowledge and experience as a requirement precedent to the right of an individual to engage in the Plumbing and Heating Industry, and by a rigid inspection of all work, old and new.
- 1.6. Public Welfare, as well as the interests of the trade, demands that plumbing and heating work be done by licensed contractor members of the Plumbing and Heating Industry and not by general contractors, unless otherwise agreed to by both parties.
- 1.7. Co-operation between Employee and Employer enhances constructive power, and co-operation is increased in the degree that the Employees and Employers become more completely organized to remain competitive against contractors not signatory to this Agreement.
- 1.8. The right of Employees and Employers in the local groups to establish wage scales and working rules is recognized.
- 1.9. The view of harmony and congeniality is shared by both parties to this agreement; and to the best interests of all concerned this view should prevail at all times. Therefore, the Union will not uphold, condone, or willful, flagrant, or continued violation of the rules and regulations of the Employer by any Employee or Employees covered by the agreement; provided, however, that such rules and regulations are in harmony with the local Union working rules and conditions as are set forth in this Agreement.
- 2.0. The Union shall discipline its members for violations of its constitution and by-laws.

- 2.1. If there are any provisions in the Union Constitution, by-laws, rules or regulations which are contrary to the provisions in this agreement, the provisions in this agreement shall prevail.
- 2.2. The Union agrees not to take disciplinary action against any Foreman or General Foreman for actions taken by them in the proper performance of their duties for an employing unit.
- 2.3. No Employer shall directly or indirectly induce any Union Member to violate any contract or disregard the rules and regulations of the Union: but no contract, rule or regulation of the Union shall be adopted or put into practice in violation of any provision of this agreement.
- 2.4. The Union shall not directly or indirectly induce or attempt to induce any Employer to violate the contract.
- 2.5. No officer of Local 396 may assign or refer a member to work with the tools for another contractor signatory to the U.A. agreement, who advertises and enters business legitimately or holds a financial interest in any business directly connected with the plumbing and pipefitting industry until the member has ceased to advertise, and terminated their business.

### **ARTICLE III - DEFINITIONS AND EMPLOYER REQUIREMENTS**

**Union:** The term "Union" as used shall mean the United Association of Journeyman and Apprentices of the Plumbing and Pipe Fitting Industry, Local Union No. 396 and any successor thereto. It shall also refer to the Union Officers, agents, and members.

**Association:** The term "Association" as used shall mean the Mechanical Contractors Association of Mahoning Valley, Inc., and any successor thereto. It shall also refer to the Association officers, staff, and contractor members.

**Member:** The term "Member" as used shall mean any Journeyman or Apprentice who recognizes UA Local No. 396 as their sole and exclusive collective bargaining representative.

**Employee:** The term "Employee" as used shall mean any Member, Journeyman or Apprentice and other individuals represented by the Union who are employed by an Employer performing work within the trade jurisdiction of the Union and whose terms and conditions of employment are subject to collective bargaining between the Union and the Employer.

**Employer:** The term "Employer" as used shall mean any individual, firm, association, partnership, or corporation who is a member of the "Association" and/or any individual,

firm, association, partnership or corporation who is not a member of the "Association" at the time of the execution of this Agreement but who employs Journeyman and Apprentices on work coming within the trade, craft or geographical area jurisdiction of the Union and by separate understanding in writing agrees to be bound by the terms and conditions of this Agreement.

## **ARTICLE IV - WORK JURISDICTION**

The jurisdiction of the United Association shall be as laid down by the International. The American Federation of Labor has determined, by duly enacted resolution that the Association of Journeymen Plumbers and Steamfitters be recognized as the only organization having jurisdiction of the Pipe-Fitting Trade and Industry in the United States and Canada. Accordingly, it is agreed between the parties that the following rules define the jurisdiction of work of the Union which is party to this agreement.

### **THE FOLLOWING IS THE JURISDICTION OF WORK OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE-FITTING INDUSTRY OF THE UNITED STATES AND CANADA.**

1. All piping for plumbing, water, waste, floor drains, drain grates, supply, leader, soil pipe, grease traps, sewage, and vent lines.
2. All piping for water filters, water softeners, water meters and the setting of the 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 meters and water meter foundations.
5. All water mains from whatever source, including branches and fire hydrants, etc.
6. All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm sewers, septic tanks, cesspools, water storage tanks, gray water, rainwater and reclaimed 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 rooms, and shower room accessories, i.e., as towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.
9. All lawn sprinkler work, including piping, fittings and lawn sprinkler heads.

10. All block tin coils, carbonic gas piping, for soda fountains and bars, etc.
11. All piping for railing work and racks of every description whether screwed or welded associated with any type of equipment connected with the pipe fitting field such as cooling towers, tanks, machinery, etc.
12. All piping for hydraulic vacuum, pneumatic, air, water, steam, oil, or gas, used in connection with railway cars, railway motor cars and railway locomotives.
13. All piping for pneumatic vacuum cleaning systems of every description.
14. All marine piping, and all piping used in connection with shipbuilding and shipyards.
15. All power plant piping of every description.
16. The handling, assembling, and erecting of all economizers, superheaters, regardless of the mode or method of making joints, hangers, and erection of same.
17. All internal and external piping on boilers, heaters, tanks, and evaporators, water legs, water backs and water grates, boiler compound equipment, etc.
18. All soot blowers and soot collecting piping systems.
19. The setting, erecting, and piping, for all smoke consuming and smoke washing and regulating devices.
20. The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards, and other controls used in connection with power, heating, refrigerator, air conditioning, manufacturing, mining, and industrial work.
21. The setting and erecting of all boiler feeder 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.
22. All piping for artificial gases, natural gases, and holder and equipment for same, chemicals, minerals and by-product and refining of same, for any and all purposes, as well as all radon piping and all methane recovery systems.
23. The setting and erecting of all under-feed stokers, fuel burners, and piping including gas, oil, powder fuel, hot and cold air piping, and all accessories and parts of burners and stokers, etc.

24. All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.
25. 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.
26. The setting, erection and piping of all cooling units, pumps, reclaiming systems and appurtenances, in connection with transformers, and piping to switches of every description.
27. All piping for sterilizing, chemical treatment, deodorizing, and all cleaning systems of every description, and laundries for all purposes.
28. All piping for oil, or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.
29. All piping for power or heating purposes, either by water, air, steam, gas, oil, chemicals, or any other method.
30. All piping, setting and hanging of all units and fixtures for air conditioning cooling, heating, roof cooling, refrigerating, ice making, humidifying, dehumidifying, dehydrating, by any method, and the charging and testing, servicing of all work after completion.
31. All pneumatic tube work, and piping for carrying systems by vacuum, compressed air, steam, water, or any other method.
32. All piping to stoves, fire grates, blast and heating furnaces, ovens, dryers, heaters, oil burners, stokers and boilers and cooking utensils, etc., of every description.
33. All piping in connection with central distributing filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, and aeration basins.
34. All process piping for refining, manufacturing, industrial, and shipping purposes, of every character and description
35. All air piping of every description.
36. All temporary piping of every description in connection with building and construction work, excavating and underground construction.

37. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers (including seismic hangers), conduits and boxes used in connection with the pipefitting industry.
38. The handling and setting of boilers, setting of fronts, setting of soot blowers, and attaching of all oiler trimmings.
39. All pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts, and water lines, and booster stations of every description.
40. All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints, or any other mode or method of making joints in connection with the pipe-fitting industry.
41. Laying out, cutting, bending and fabricating of all pipe work of every description by whatever mode or method.
42. All methods of stress relieving of all pipe joints made by every mode or method.
43. The assembling and erecting of tanks used for mechanical, manufacturing, or industrial purposes, to be assembled with "bolts", packed, or welded joints.
44. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipe-fitting industry.
45. The operation, maintenance, repairing, servicing, and dismantling of all work subject to the jurisdiction of the United Association.
46. All piping for cataracts, cascades, i.e., (artificial waterfalls), make-up water fountains, captured waters, water towers, cooling towers, and spray ponds used for industrial manufacturing, commercial or for any other purpose.
47. Piping herein specified means pipe made from metal, tile, glass, rubber, plastics, wood, or any other kind of material, or product manufactured into pipe, usable in the pipe-fitting industry, regardless of size or shapes.
48. Erection of all equipment which handles fecal matter or sludge in sewage or water treatment facilities.
49. All pipe, material and equipment arriving at a job site shall be unloaded by Journeymen Plumbers, Pipefitters, Apprentices or Contractors Permanent Personnel.

50. All trucks, service or repair vans that are driven for the purpose of moving men, tools, and material from the shop to the job or from place to place on the job site that is set forth by the trade jurisdiction that is claimed by the UA and the Rochester Decision shall be done by Local Union 396 members and Apprentices. Excluded shall be material, equipment, etc. delivered to shops or jobsites by vendors, suppliers or shop delivery personnel.
51. Employees reserve the right to refuse to handle, erect or install fabricated piping, sent to the job that has not been fabricated by Employees employed by an Employer under an agreement with the United Association or its affiliated local Unions and receiving the prevailing wage rate in effect wherever the pipe fabricating shop may be located unless factory manufactured, pre-engineered, owner provided or catalog equipment.
52. All pipe threading and pipe grooving machines shall be operated by Local 396 Employees on the job or in the shop when pipe being cut is to be installed as work subject to the jurisdiction of the United Association.
53. All piping two (2) inches in diameter and under shall be fabricated on the job site or in a shop located within the jurisdiction of Local 396 covered by this agreement.
54. Medical gas piping.
55. Installation, service and testing of all domestic backflow devices.
56. All sheet lead and copper lining of X-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipe fitting industry.

## **ARTICLE V - BASIC RIGHTS OF EMPLOYERS**

- 1.1 Recruiting and selection of manpower, typically referred to as the "hiring and layoff function".
- 1.2 Identification of the training and development needs of the work force, often including the providing of training programs and other activities designed to meet those needs.
- 1.3 Assignment of Employees to the tasks required to accomplish the operation objectives, or the "placement function".
- 1.4 Direction of the work force through an established supervisory organization.

## ARTICLE VI - HIRING PROCEDURES

- 1.1. **Introduction** — The referral office, under the direction of the Business Manager, will be administrated by the Business Manager or their designate. Applicants may register for referrals between the hours of 8:00 A.M. and 4:30 P.M. No applicant shall be permitted to register for employment so long as they are working at the trade jurisdiction claimed by the U.A. within the geographic area served by the Referral Procedure. All applicants for referral shall be required to appear in person for registration and referral.

Any applicant referred to an Employer, and rejected by the Employer, upon re-registration, shall be returned to their appropriate place within their Group, and shall be referred to other employment in accordance with their Group. A welder that is tested and breaks out will also retain their position. Any applicant taking a referral from the Union office shall honor that referral as soon as possible, but in no event later than the set starting time for work the following day. Anyone who does not comply, without calling the Union office to state the reason so that they may be excused, and thus causes another member to lose a day's pay, shall be subject to a fine by the Executive Board.

All applicants shall register on the appropriate Group list described below according to their qualifications. There shall be one (1) Building Trades list and applicants shall be taken from the top of their group list in order of their qualifications.

The Business Manager and Business Agent shall retain the right to send the General Foreman or Foreman of their choice if an individual is not specifically requested by the Employer. The Job Steward shall be selected by the Business Manager or Business Agent regardless of their position on the Out-of-Work List or other employment status with the mutual consent of the Employer.

- 1.2. **Registration Procedures** — All referrals shall be in accordance with the following procedures:

The Union shall be the sole and exclusive source of referrals for employment from the following registered out-of-work list, except as provided herein. The Union will only refer competent and skilled applicants who are enrolled in, organized in, or have successfully completed a UA sponsored Building Trades Apprenticeship training program. Any other trades utilized will be at the mutual consent of the Union and the Employer.

The Union shall maintain a register of applicants for employment under this agreement. This will be known as the "**OUT-OF-WORK LIST**," which shall list the applicants within each group in chronological order of the dates they registered their availability for employment. Each applicant shall be placed in the highest priority group for which the applicant qualifies. The Employer, upon request to the Union, will be provided as soon as is possible, via facsimile, the out-of-work list.

**GROUP 1 – LOCAL 396 BUILDING TRADESMAN** – All applicants for employment who have met the requirements of the Union establishing their competency and qualifications as Journeyman or who have successfully passed an apprentice training program under the supervision of U.S. Department of Labor, and who have been employed as an Apprentice or Journeyman, Plumber or Pipefitter, by Employers doing business in the jurisdiction of Local Union 396, who have been and are parties to a collective bargaining agreement with Local 396 and who have worked for such Employers at least 1200 hours each year for a period of four (4) consecutive years within the past 20 years. United Association retired Members and non-UA Members cannot be sent out without the Employer's prior approval.

**GROUP II – OHIO TRAVELERS BUILDING TRADES JOURNEYMEN AND APPRENTICES** – All applicants for employment who have met the qualification of the Union establishing their competency and qualifications or who have successfully passed an apprentice training program under the supervision of the U.S. Department of Labor, and who have been employed as an Apprentice or Journeyman, Plumber or Pipefitter, by Employer doing business in the jurisdiction of, and having a collective bargaining agreement with any local Unions located in the State of Ohio and affiliated with the Ohio State Association of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the U.S. and Canada for at least 1200 hours in each year of four (4) years in the past 20 years. United Association retired Members and non-UA Members cannot be sent out without the Employer's prior approval.

**GROUP III – UA TRAVELERS THROUGHOUT THE US AND CANADA, AND BUILDING TRADES JOURNEYMEN AND APPRENTICES** – All applicants who have met the requirements of the Union establishing their competency and qualifications.

Competency and qualifications shall be established as follows:

All applicants for employment who have been employed by Employers doing business in the jurisdiction of all affiliated local Unions located in the US and Canada. This Employer shall be party to a collective bargaining agreement with one or more such local Unions and each Employee shall have worked for such Employers for a period of 1200 hours each year for a period of four (4) years in the past 20 years.

**GROUP IV – DIVISIONAL WORKERS – MES AND RESIDENTIAL/LIGHT COMMERCIAL WORKERS** – All applicants who have met the requirements of the Union establishing their competency and qualifications.

Competency and qualifications shall be established as follows:

1. Having successfully passed an apprenticeship training program related to the plumbing and pipefitting industry under the supervision of the U.S. Department of Labor, or having an affidavit and standard registration form with supporting documents showing work experience in the plumbing and pipefitting industry for a minimum of four (4) years.
2. If the Union determines that there is some doubt as to qualifications and competency under Paragraph 1 above, the Local Union reserves the right to request the applicant to pass a standard work-related examination to be given as soon as possible after the request of applicant.

1.3 **Referral Procedures** — Whenever an Employer needs Employees, the Employer will notify the Union of the number of Employees needed. The Employer will determine the number of Employees needed. Unless provided otherwise, the Union will then refer applicants to the Employer by first referring applicants in Group I in the order of their places on the “Out-of-Work List” and then referring applicants in the same manner successively from the “Out-of-Work List” in Group II, Group III, and then Group IV.

- 1) **Removal From List** — Applicants shall be removed from the “Out-of-Work List” after being employed by an Employer working in the jurisdiction of Local Union 396 for a period of sixteen (16) work days. An Employee who quits prior to the sixteen (16) days will be placed at the bottom of the Out-of-Work List.
- 2) **Layoff** — When Employees are laid off, they will register with the Union and the Union will place the Employees at the bottom of the “Out-of-Work List” in the highest priority group for which the Employees qualify. Provided, however, that referred Employees who have been employed less than sixteen (16) workdays after referral and (laid off), will return to their previous positions on the “Out-of-Work List.”
- 3) **Special Status Employees** — When an Employer requires Employees in a special status and notifies the Union, the Union will refer the first applicant in Group I in such special status, then the second applicant in Group I in such status, and so on, through Group IV. Only the following categories constitute “Special Status”: Licensed Plumber, Pipefitter, UA Certified Welder, Certified Rigging, Certified Signaling, Refrigeration/Air Conditioning, M.E.S., Residential Plumbing, Pneumatic Control, OSHA 10-Trained, OSHA 30-Trained, Medical Gas, Backflow and Apprentice.
- 4) **Apprentices** — Apprentices will be hired in accordance with the apprenticeship provisions of this agreement and any agreement between the Employer and the JATC. The completion of the apprenticeship program will be considered as the equivalent of working for a period of four consecutive years for Group classification purposes. An Apprentice, if employed by an Employer at the time Employee has completed their apprenticeship program and becomes a Journeyman, may remain with the Employer as a Journeyman until they are laid off, quit or are terminated.

They may sign the “Out-of-Work List” and be positioned as any other Journeyman. If an Apprentice is unemployed at the time, they becomes a Journeyman, they may be positioned on the “Out-of-Work List” based on the last day they were employed as an Apprentice.

- 5) **Reduction In Force** — When making reductions in the number of Employees due to lack of work on a particular job, the Employers will use the following procedures:
  - a. Temporary Employees, if any are employed, will be laid off first. Then Employees in Group IV will be laid off next, then Group III, Group II and then Employees in Group I — in that order.
  - b. Supervisory Employees (Foremen and General Foremen) will be excluded from layoff as long as they remain in supervisory capacities. When they are reduced to the status of Journeyman, they will be slotted in the appropriate Group in paragraph (a) above, but they may remain as Employees of the Employer.
  - c. Any time two or more applicants are laid off on the same day, their names will be registered on the group list in alphabetical order: A to Z from January 1 to April 30, M to L from May 1 to August 31, and Z to A from September 1 to December 31.
- 6) **Supervision** — Employers may request Foreman and General Foreman by name and such request shall be honored without regard to the Employee’s position on the out-of-work list. All Foremen and General Foremen requested are to be paid at the respective rate while serving in their supervisory capacities.
- 7) **Referral** — Once the Employer has exercised its options to request certain individuals pursuant to Paragraphs 6 and 8, then only fifty percent of the remaining manpower requirements may be requested by the Employer by name without regard to the requested individual’s position on the out-of-work list. Every other individual (alternately) shall come from the out-of-work list in their proper order, unless provided otherwise herein and shall be referred in successive order as their names appear on the out-of-work list.
- 8) **Welder Call-** If an Employee quits an Employer to take a welder call, the Employer will have a choice for a replacement regardless of their place on the out-of-work list, selection to be used at the Employer’s discretion.
- 9) **Recall** — Requests by Employers for a particular Employee previously employed by the requesting Employer who has worked for a period of at least 10 calendar days in the previous 12 months from the date the Employer makes the recall request, shall be given preference of rehire and shall be referred to that Employer regardless of their position on the “Out-of-Work List,” unless said person is working in the

jurisdiction of the Union for another Employer at the time of the request.

If a Journeyman is removed from a job due to failure of a drug or alcohol test, the Employer shall be given one replacement from the Out-of-Work List without regard to their place on the Out-of-Work List. This replacement is to be used at the discretion of the Employer. However, the Journeyman that is removed if the Employee was a choice of the Employer from the Out-of-Work List then the replacement will be by the Union from the Out-of-Work List according to proper successive order.

- 10) **Out-Of-Work List** — Any Employee who does not choose to sign the “Out-of-Work List” may be called back to work by the last Employer with whom the Employee was last employed. The Union will not refer the Employee to another Employer unless the Employee signs the “Out-of-Work List.” That Employee will notify the Business Manager when unemployed and also when returning to work for an Employer.

Employee’s choosing to sign the Out-Of-Work list must resign the list every thirty (30) days as long as they are unemployed in order to retain their place on the list.

- 11) **Temporary Employees** — If the “Out-of-Work List” is exhausted and the Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer’s request (Saturdays, Sundays and Holidays excluded), the Employer shall be free to secure applicants without the use of the referral procedure. The Employer will notify the Business Manager promptly of the names of such Temporary Employees.
- 12) **Rejection** — The Employer shall have the right, in its sole discretion, to judge as to the competency and qualifications of their employees and applicants and reject individuals in accordance with this Article. Provided, however, in the event of a rejection of an applicant or termination of an Employee, the Employer will inform the Union, in writing. The Employer shall not be required to use any particular form to notify the Union. This provision does not apply to a reduction in force due to a lack of work or job completion.

Termination of Employees and rejection of referrals shall occur by telephone. Provided, however, in the event of a termination of an Employee, the Employer will inform the Union of a reason in writing. The Employer shall not be required to use any particular form to notify the Union. This provision does not apply to a reduction in force due to a lack of work or job completion.

- 13) **Job Postings** — The Union will post all jobs on the same day on which they are called in by the Employer if the call is received by 4:30 p.m. that day through a recording at the Union’s offices. A Member wishing to obtain one of the posted jobs must contact the Union hiring office to obtain the information needed about the job intended to be filled the next working day. All jobs shall be filled in numerical order according to the “Out-of-Work List” by applicants who are physically in the hiring hall office to obtain the job between 8:00 a.m. and 8:30 a.m. of that day and all jobs will

be dispatched starting no later than 8:30 a.m. that day.

Other options to accept job posting/job call:

If a Member is not able to physically make it to the union hall for a job posting for reasons beyond his or her control, an email or fax requesting the job that they are interested in may be sent. The request will be time and date verified and will be read off in the order of the "Out-of-Work" list. No email/fax response will be accepted after 8:25 a.m. of the day of the job call.

If the Member is awarded the job call and fails to show up to the jobsite without first notifying the Business Agent or Manager the same day as the job call, they will be automatically moved to the bottom of the "Out-of-Work" list and fined \$50.00.

All jobs not filled by 9:00 a.m. of that day will be filled by the Business Manager or their designate from the "Out-of-Work List" on the same workday.

If the job posted is for the same day, the Employee shall be present at the hall for dispatch.

- 14) **Emergency Work** — When an Employer has an emergency situation, the Business Manager or their designate will proceed to fill the emergency job as soon as is possible. All emergency situations shall be considered short-term jobs and if less than sixteen (16) work days duration an Employee will not lose their position on the "Out-of-Work List," provided the Employee does not quit or is transferred per Paragraph 15 below.
- 15) **Termination/Quits** — If an Employee accepts a job referral in Local 396 jurisdiction but does not report to the Employer, the Employee's name will be placed on the bottom of the "Out-of-Work List."
- 16) **Transfers** — The Employer reserves the right to transfer Employees among its jobs and its shops without requiring the Employee to return to the hiring hall.
- 17) **Reporting** — The Employer will establish the time and place for the applicant to report to work.
- 18) The Employers and the MCA of Mahoning Valley shall be indemnified, defended and held harmless from any claim, demand or liability arising from the administration and operation of the hiring procedures, provided the Employers and the MCA of Mahoning Valley, and its agents, follow the procedures and do not engage in any wrongdoing related to the procedures. In the event an Employee institutes any type of action contesting the validity of or the operation of these hiring procedures, and such action is brought against either the Union, the Employer, the MCA of Mahoning Valley, or any of their agents, the Employee shall pay the cost of defense of those parties, including attorneys' fees, if the Employee does not prevail.

- 19) Any claim arising out of or related to the operation of these hiring hall procedures shall be subject to the grievance and arbitration procedures. The grievance and arbitration procedures shall be the sole remedy available to an Employee or applicant. In the event the Employee or applicant fails to utilize the grievance and arbitration procedures, and, instead, proceeds to utilize other types of claims procedures, including state or federal court and the NLRB, the Employee shall be responsible for the attorneys' fees and costs related to the Union, the Employers and the MCA of Mahoning Valley having this matter remanded and deferred to arbitration and the grievance procedure.

## **ARTICLE VII - APPRENTICES**

- 1.1. There shall be a Joint Apprenticeship and Training Committee ("JATC") which is established pursuant to this agreement. The JATC shall consist of four representatives of the Union and four representatives of the Employers, who shall serve as trustees in the administration of the Education Trust Fund established by this agreement. The JATC shall meet jointly to administer the Apprentice and Journeyman training program and to establish its own rules and regulations.
- 1.2. The JATC shall have control of all matters relating to Apprentices, except rules governing their membership in the Union. Any questions or grievance concerning Apprentices or the apprenticeship program by any Apprentice, Journeyman or Employer shall be made in writing to:

Plumbers & Pipefitters of Mahoning Valley  
Joint Apprenticeship and Journeyman Training Committee  
493 Bev Road, Building 3  
Youngstown, Ohio 44512  
(330) 758-4596

The JATC shall hear all questions or grievances at their next regular meeting after receipt of same and shall reply in writing within 30 days after hearing.

- 1.3. The JATC shall make rules and requirements governing the qualifications, education and training of all Apprentices.
- 1.4. All new Apprentices will be indentured into a 5-year apprentice program with wages and benefits to be reviewed by the Apprenticeship Committee. Each Apprentice must attend a minimum of 216 (two hundred sixteen) classroom hours of related training per year at times designated by the JATC provided such times are not between the hours of 8:00 A.M. to 4:30 P.M., Monday through Friday. No wages shall be paid by the Employer to any Apprentice or Journeyman for classroom time. Upon the recommendation of the Joint Apprenticeship Committee, the Joint Conference Board agrees that the Apprentices shall attend two evening classes each week.

- 1.5. The number of Apprentices which may be employed shall not exceed the following respective ratio to Journeymen employed on a full-time basis:

One Journeyman, two Apprentices,  
Two Journeymen, three Apprentices  
Seven Journeymen, four Apprentices  
Eleven Journeymen, five Apprentices  
Fifteen Journeymen, six Apprentices

Any Employing Unit must employ at least one Journeyman (in addition to the working Employee of such Employing Unit) in order to qualify for an Apprentice. The Apprentice shall not remain on the payroll when the Journeyman is laid off unless the Journeyman is replaced on the next working day by another Journeyman.

In order to maintain a certified Apprenticeship Program, Apprentices shall be accepted on an **as needed basis**, as determined by the Joint Apprenticeship Committee.

1.6 Hiring of Apprentices

Upon acceptance into the apprenticeship program, the apprenticeship committee shall forward the names of new Apprentices to the local Union representative for placement with Employers. The Union representative will create an out-of-work list for all Apprentices not working. This list will be divided by year of each Apprentice from 1<sup>st</sup> to 5<sup>th</sup> year. When a request for an Apprentice is made the Union representative will send the year requested to the requesting Employer. If the year Apprentice requested is not available, the Employer may request another year Apprentice. The Union will contact each Apprentice when their name comes up on the list to go to work.

This list will be based on the Apprentices unemployed the longest ---with the Apprentice longest unemployed being first and the proper successive order being created, there shall be no request for any Apprentice by name being this is a training program. All Apprentices will be treated equal with an equal opportunity to go to work and learn the trade.

It will be the sole duty of the Union representative to put each Apprentice to work and treat each Apprentice fairly, at no time shall an Employer contact an Apprentice about their employment situation, all requests for Apprentices shall go through the Union representative at the local union hall.

**IMPLEMENTATION**

- ❑ Special needs will be reviewed and accommodated on an individual basis.
- ❑ All recalls to be just like Journeymen – 10 days/10 months. Using recalls is

- the Employer's pick and the next pick goes to the Union.
- ❑ A 50/50 Union/Employer alternating selection will be used for apprenticeship years 2 – 5. First year Apprentices will be placed at the sole discretion of the Union representative.
  - ❑ Separate picks between Journeymen and Apprentice.
  - ❑ 5<sup>th</sup> year Apprentices must declare their trade as Plumber, Pipefitter or Refrigeration and will be requested by such.
  - ❑ If an Apprentice is employed by the Employer at the time of graduation, the graduate automatically qualifies for recall for a 10-month period.

#### 1.7. Education Trust Fund

- (a) The Employers and the Union hereby establish an Education Trust Fund for the training of Apprentices and Journeymen. Each Employer agrees to pay to such Education Trust Fund an amount described in Article IX for each hour of work performed by all Employees, including Apprentices, and each Employer agrees to pay the amount set out in Article IX for each hour of work performed by all Employees under the jurisdiction of the Union. Payments to the Education Trust Fund shall be in accordance with the terms of the trust indenture agreement referred to in this Article.
- (b) The Education Trust Fund shall be controlled and administered by the JATC Trustee Committee composed of an equal number of Union and Employer representatives as provided in this Article. The Union and the Employer have executed a Trust Indenture Agreement carrying out the purposes of this agreement.
- (c) All Employers covered by this agreement or made a party thereto shall make payments to the Educational Trust Fund as set out herein. Such payments shall be made in accordance with the instructions on the reporting forms which shall be supplied to the Employer.

1.8. Any adjustment in compensation and benefits for apprentices during the life of this agreement shall be established by the JATC and is adjusted annually. Each year any adjustment will occur on the first pay period following June 1.

1.9. The Union recognizes the need for Apprentices to be trained on OSHA, Hazard Communications, First Aid and CPR and it recommends that these areas be part of the apprenticeship training.

## ARTICLE VIII - HOURS OF WORK/HOLIDAYS

- 1.1. **Workday.** Eight hours shall be the regular work day, between 7:00 A.M. and 5:30 P.M., (this workday starts and finishes at the site workbox, at your specific work area, at the designated times) Monday through Friday, inclusive, five days, 40 hours shall be the regular work week. Compensation for work performed during these hours shall be at the regular rate of pay as described in Article IX. These hours of work will apply to all work within the jurisdiction of the Union. Any variation to the above rule must be approved by the Business Manager and the Employer.
- 1.2. **Timekeeping.** Employees shall not pick up or drop brass or other tokens, or punch a time clock as a method of timekeeping or for any other purpose unless permission is granted by the Joint Conference Board, or by mutual agreement of the Employer and the Business Manager or Business Agent.
- 1.3. **Overtime.** All time worked before and after the established work day of eight hours, Monday through Friday, shall be paid at the rate of one and one-half times the regular hourly rate, up to a maximum of 12 hours each day, and then paid at double time thereafter. All work commencing with the beginning of the established workday on Saturday shall be paid at the rate of one and one-half times the regular hourly rate. All work commencing with the beginning of the established workday on Sundays and/or holidays shall be paid at the rate of double time.
- 1.4. **Parking off-site.** When Employees are working in the jurisdiction of the Union, they shall report on the jobsite at starting time and end on the jobsite at quitting time.
- 1.5. **Holidays.** The following holidays shall be observed as non-working and non-paid holidays:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

The above-referenced holidays, when falling on Saturday or Sunday, shall be observed on the preceding Friday for a Saturday holiday or on the following Monday, for a Sunday Holiday, and shall be paid at double the base wage rate, if worked.

- 1.6. Whenever it is necessary to work more than two hours overtime, a thirty-minute paid break shall be granted at the end of the first two hours overtime and every four hours thereafter.
- 1.7. The lunch period during the second and/or third shifts shall not be considered as a

part of the actual hours worked. On the second and third shifts the lunch period shall evenly divide the hours worked on each shift.

- 1.8. Employees are not permitted to work consecutive shifts for different Employers, while still in the employ of the first Employer, without first obtaining permission from the Union. It will be the Union's responsibility to notify the Employers concerned and it is understood that permission will only be granted in emergencies or other demanding circumstances.
- 1.9. Employees being laid off shall be paid in full in accordance with Article XIII-Working Conditions, paragraph 2.2.
- 1.10. All Employees working under Local 396 jurisdiction shall have a morning coffee break between the hours of 9:30 a.m. and 10:30 a.m. for ten (10) minutes duration at their place of work and not to be remote from jobsite. Employees working at least ten (10) hours shall receive an additional ten (10) minute break after the eighth (8) hour and not to be remote from the jobsite.
- 1.11. **4 Day — 10-hour-per-day work week.** This must be accomplished through mutual consent between the Employer and the Business Manager or when the owner or prime contractor so mandates.

A 4 Day — 10 hours-per-day work week would be:

- (a) First 10 hours would be at the straight time rate.
- (b) Any work done in excess of 10 hours Monday through Friday, and any work done on Saturday will be paid at time and a half. Any work done Monday through Saturday in excess of 12 hours, on Sunday, and on holidays will be paid at double time.
- (c) Work week may be Monday through Thursday or Tuesday through Friday, this to be decided on a job-to-job basis.
- (d) One make-up day is allowed only Monday through Friday with mutual consent between Employees, Foreman, Steward, and Employer.
- (e) Any work performed over the established work week will be considered overtime and will be paid accordingly.

### 1.12. **Industrial/Institutional/Maintenance/New Construction Shift Work**

- (a) When shifts are required for all/any work, the first shift shall work eight (8) hours at the regular straight-time rate. The second shift shall work eight (8) hours and receive eight (8) hours plus 6% of the regular straight-time hourly rate. The third shift shall work eight (8) hours and receive eight (8) hours plus 8.5% of the regular straight-time hourly rate. A thirty (30) minute lunch period shall be mutually agreed upon by the Job Superintendent and the Union Representative and shall not be considered as time worked.
- (b) All time worked before and after the established work day of eight (8) hours Monday through Friday, and all time worked on Saturdays for Industrial/Institutional/Maintenance/New Construction Maintenance, shall be paid for at the rate of time and one-half. All time worked on Sundays and holidays shall be paid for at the rate of double time.
- (c) In the event the work is to be done in an occupied building or plant, the second and third shift may be implemented without first shift being in effect.
- (d) When an Employee works through two (2) consecutive shifts, the Employee shall remain on premium rate until the Employee receives a shift break of minimum of seven (7) hours prior to commencing work on the Employee's normal established shift.
- (e) When an Employee works one shift, the Employee shall remain on premium rate until the Employee receives a shift break of minimum of seven (7) hours prior to commencing work on their normal established shift, unless a shorter shift break is agreed upon by mutual consent of the Employer and the Employee. If a shorter shift break is agreed upon, the next shift will be at straight time (unless it falls on a Saturday, Sunday or Holiday). Employees who do not agree to the shorter shift break shall not be penalized.

### 1.13. **Stand-By Service and On Call Pagers** – See National M.E.S. Agreement

- (a) Stand-by Service Employees shall be paid two (2) hours straight time (no fringes), weekly, plus the actual hours worked.

## ARTICLE IX - WAGES AND FRINGE BENEFITS

### 1.0 Wage Increase (Raise)

|                |                              |               |
|----------------|------------------------------|---------------|
| August 1, 2020 | \$.25 Local Pension + \$1.15 | Total: \$1.40 |
| June 1, 2021   | \$.25 Local Pension + \$1.25 | Total: \$1.50 |
| June 1, 2022   | \$.25 Local Pension + \$1.30 | Total: \$1.55 |
| June 1, 2023   | \$.25 Local Pension + \$1.45 | Total: \$1.70 |
| June 1, 2024   | \$.25 Local Pension + \$1.55 | Total: \$1.80 |

### Foremen Increase

|                |       |               |
|----------------|-------|---------------|
| August 1, 2020 | \$.25 | Total: \$2.25 |
| June 1, 2021   | \$.10 | Total: \$2.35 |
| June 1, 2022   | \$.10 | Total: \$2.45 |

### General Foreman Increase

|                |       |               |
|----------------|-------|---------------|
| August 1, 2020 | \$.25 | Total: \$3.25 |
| June 1, 2021   | \$.10 | Total: \$3.35 |
| June 1, 2022   | \$.10 | Total: \$3.45 |

### Industry Fund Increases (Employer contribution, not taken from raise)

|                |       |              |
|----------------|-------|--------------|
| August 1, 2020 | \$.05 | Total: \$.30 |
| June 1, 2021   | \$.05 | Total: \$.35 |
| June 1, 2022   | \$.05 | Total: \$.40 |
| June 1, 2023   | \$.05 | Total: \$.45 |
| June 1, 2024   | \$.05 | Total: \$.50 |

- 1.1 **Welder Gate Test.** Welder taking and passing a specialty welding GATE test in order to be hired will receive \$2.00 above current rate (excludes UA 21, UA 22, UA 41 and UA 42 tests).



## LOCAL 396 APPRENTICE WAGE SCHEDULE

AUGUST 1, 2020 THROUGH MAY 31, 2021

| YEAR            | HOURLY RATE | ADD H&W        | ADD SECURITY PLAN | ADD U.A. PENSION & ITF | ADD LOCAL PENSION | ADD ED, IND, UA | UNION ASSESSMENT DEDUCT BT, AFLI, OSA, UAPEC | TOTAL PKG.     |
|-----------------|-------------|----------------|-------------------|------------------------|-------------------|-----------------|--|----------------|
| 1 <sup>st</sup> | \$ 13.34    | \$7.75<br>.25* | \$0.25            |                        |                   |                 | 2.5% of Gross<br>+0.15/hr                    | <b>\$21.59</b> |
| 2 <sup>nd</sup> | \$17.39     | \$7.75<br>.75* | \$0.25            |                        | \$4.50            |                 | 2.5% of Gross<br>+0.15/hr                    | <b>\$30.64</b> |
| 3 <sup>rd</sup> | \$20.65     | \$7.75<br>.75* | \$1.25            | \$1.50<br>.10          | \$5.50            | \$1.32          | 2.5% of Gross<br>+0.15/hr                    | <b>\$38.82</b> |
| 4 <sup>th</sup> | \$26.19     | \$7.75<br>.75* | \$1.60            | \$1.50<br>.10          | \$6.50            | \$1.32          | 2.5% of Gross<br>+0.15/hr                    | <b>\$45.71</b> |
| 5 <sup>th</sup> | \$29.71     | \$7.75<br>.75* | \$1.90            | \$1.50<br>.10          | \$7.50            | \$1.32          | 2.5% of Gross<br>+0.15/hr                    | <b>\$50.53</b> |

The Apprentice base rate will automatically increase 3% per year based on the current Apprentice base rate. Apprentice rates are NOT related to the Journeyman's rate in any way.

\* Denotes Health Reimbursement Account

- 1.1. Report pay. When an Employee is not notified before leaving home that the Employee is not to work that day, or when an Employee is notified to report for work and is not assigned to work, the Employee shall be allowed not less than two (2) hours straight time (no fringes) for reporting.
- 1.2. Minimum Pay. An Employee who reports for work, and for whom work is available, shall receive not less than four (4) hours pay. If more than four (4) hours are worked in any one day, the Employee shall receive not less than a full day of pay. The Employer's report pay and minimum guarantee provisions are not applicable when strike conditions make it impossible to put such an Employee to work; when stoppage of work is occasioned by strike conditions; when an Employee leaves work on their own accord or when inclement weather or conditions beyond the Employer's control (as defined in 1.4) occasions the work stoppage.
- 1.3. Minimum Pay – Tie-Ins, Emergencies or one day Shutdowns. Employees shall be paid for hours worked but not less than two hours.
- 1.4. When the conditions set forth in 1.1 and 1.2 occur on an overtime day, or on shift work, the premium rate shall be paid.
- 1.5. Inclement weather or conditions beyond Employers' control. An Employee reporting for work at the regular starting time at a shop or job, and for whom no work is available due to weather conditions, or conditions beyond Employers control, will receive two (2) hour's pay without fringes for reporting time. If work is available elsewhere, the Employee may be reassigned at the Employer's discretion. To be eligible to receive such reporting pay, the Employee must check in at the job or shop at the regular starting time and remain there for two (2) hours. In order to qualify for the pay provided for in this article, the Employee must remain on the job available for work during period of time for which he receives pay unless released sooner by the Employer's principal supervisor. After starting to work and work is stopped because of weather conditions the Employee shall receive pay for the actual time on the job, but in no event less than two (2) hours. The Employer shall have sole responsibility to determine availability of work due to weather conditions. When the conditions set forth in this paragraph occur on an overtime day, or on shift work, the premium rate shall be paid. When an Employer or customer considers it necessary to shut down a job due to conditions beyond their control, or to avoid the possible loss of human life, or because of an emergency situation that endangers the life and safety of an Employee, in such cases, Employees will be compensated only for the actual time worked, but in no case less than two (2) hours will be paid.

## 1.6. Fringe Fund Contributions

- (a) Each Employer shall make prompt contributions for all fringe benefit payments to the Combined Funds Office of Local 396 pursuant to the terms of the Collective Bargaining Agreement.
- (b) The Combined Funds Office shall furnish to each Employer monthly reporting forms with complete instructions for reporting all fringe benefit payments and dues check off.
- (c) Each Employer shall forward monthly reports and the required amount to the Combined Funds Office no later than the 15<sup>th</sup> of the following month or be subject to the following penalty.
- (d) Payments and reports postmarked later than the 15<sup>th</sup> of the month for work performed the previous month shall require an additional 10% penalty payment on the total contribution amount due. If the total amount due plus the 10% penalty is not paid by the 30<sup>th</sup> of the reporting month to the Combined Funds Office, it shall subject the Employer to cancellation of their labor agreement with the Union and the Funds Trustees shall seek relief from the courts for the amount due plus the penalty and all expenses incurred as a result of the court suit. It shall be further understood and agreed that any Employer who is late in their payments for any two months in a 12 month period shall be considered as habitual delinquent and shall be required to post a cash bond with the Combined Funds Office in an amount equal to their highest total monthly fringe benefit payment for the last 12 month period.
- (e) Employers shall consider the monthly reporting period as ending with the last full weekly pay period prior to the first day of the following month.
- (f) The total amount of Fringe Benefit Payments shall be added to the wages as outlined in Article IX of this Agreement.
- (g) The Employer understands and agrees that there shall be an absolute obligation for the payment of these fringe benefit amounts and such obligation shall not be subject to set-off or counterclaim, which an Employer may have for any liability of the Union.

### 1.7. National Training Fund.

- (a) The Employers agree to contribute to the National Training Fund \$.10 per hour for each hour worked by each Employee covered by this agreement
- (b) Contributions set forth in subparagraph (a) shall be paid starting with the Employee's first day of employment in a job classification covered by this bargaining agreement.
- (c) The contributions required by subparagraph (a) shall be made to the "International Training Fund" maintained under the Restated Agreement and Declaration of Trust ("Trust"). The Employer agrees to be bound by all of the terms and conditions of the Trust which are incorporated herein by reference. The Employer ratifies, accepts, and designates as its representative the Employer Trustees serving under the terms of the Trust, as well as such future Employer Trustees who may be appointed, pursuant to the terms of the Trust.
- (d) It is agreed that all contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to retain an accountant or accounting firm to perform payroll audits of the Employer to determine whether the correct amounts of contributions have been made or to determine whether contributions have been made on behalf of all covered Employees.
- (e) If an Employer fails to make contributions set forth in subparagraph (a) within fifteen (15) days following 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 this collective bargaining agreement to the contrary, notwithstanding. In addition, the Employer shall be liable for interest and liquidated damages, as provided in the trust. If a lawsuit is filed, the Employer shall also be liable for all reasonable costs and reasonable expenses of collecting payments due, together with reasonable attorney's fees, reasonable audit costs and court costs. The Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure or the "no-strike" clause.

### 1.8. National Pension Fund.

Plumbers and Pipefitters National Pension Fund  
Revised Standard Form of Participation Agreement

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

1. (a) Commencing with the first day of \_\_\_\_\_, 20\_\_\_\_, 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 listed below in accordance with the Collective Bargaining Agreement, as follows:

Classifications and amounts can be found in the following sections:  
Article IX-Wages and Fringe Benefits  
Article XIX-Residential and Light Commercial  
Article XIX-MES and Tradesman

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

(b) The Employer shall make the contributions set out in subparagraph 1(a) for each hour or portion thereof, for which an Employee is paid 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 subparagraph 1(a) above shall be paid starting with the Employee's first day of employment in a job classification covered by the Collective Bargaining Agreement.

(d) The 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 or in a separate participation agreement.

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

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 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 the correct amount of contributions have been made or to determine whether contributions have been made on behalf of all Employees covered by the Plan.
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, and provisions 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 attorney's fees, interest on the unpaid contributions of 12% per annum, and liquidated damages of 10% of the unpaid contributions. The Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure or the "no-strike" clause provided under the Collective Bargaining Agreement.
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 \_\_\_\_\_, 20\_\_\_\_. Copies of the Collective Bargaining Agreement and all renewals 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.

## 1.9 Industry Fund

- (a) Creation of the Fund. Employer agrees to, and the Union approves, the establishment of a program to be known as the Industry Fund which shall automatically continue thereafter unless changed through negotiations.
- (b) Contributions. Each Employer shall make prompt contribution to the Industry Fund to the terms provided for within the Collective Bargaining Agreement between the Employer and the Union.
- (c) Each Employer shall forward monthly, together with forms referred to in Section 1.5, the amount per hour outlined in this contract per Employee, based on total hours worked by all Employees on the Employer's payroll performing work within the jurisdiction of the Union. This contribution amount may be adjusted at the discretion of the Employers and does not constitute the reopening of this Agreement — minimum contribution \$10.00 per month.
- (d) Employers shall consider the monthly period as ending with the last full weekly pay period prior to the first day of the following month and payments must be made on or before the 15<sup>th</sup> day of the following month.
- (e) Monthly reporting forms. Monthly reporting forms shall be supplied to the Employer. Forms shall be completed in accordance with the instruction on the reporting forms.
- (f) Purpose of the Fund. This fund is created in the interest of promoting the common good by carrying on activities which may include, but not be restricted to, the promotion of safety, market development, the protection of legitimate markets, standardization of contracts, public relations, labor relations, education, research, and the provision of means and methods whereby the Employers may avail themselves of combined efforts in securing for themselves and their Employee, just and honorable dealings from the public whom they serve.
- (g) Non-compliance. Non-compliance with the conditions herein listed will subject the individual Employer to cancellation of this Agreement by the Union.
- (h) Bonding. See bonding provisions of this Agreement.
- (i) Administration. The Mechanical Contractors Association of Mahoning Valley shall assume full responsibility for the administration of the fund.
- (j) Any contribution received by the Industry Fund from non-signatory contractors to the Local Agreement working on National Maintenance Job Sites or similar agreements are to be totaled and the following distributions made on a monthly basis: Local 396 Education Fund, 10% of the total

amount received, Promotion and Marketing Plan, 5% of the total amount received. The rest of the amount will be submitted into MCA of Mahoning Valley Industry Fund.

- (k) The MCA of Mahoning Valley has the right to adjust the Industry Fund contribution (up or down) annually in May of each year before wage sheets are distributed, the Union will check with the association annually before completing the wage sheets.

As of the agreement dated June 1, 2017 the OSHA fund will no longer exist or be collected on the wage sheets. With this agreement, the MCA of Mahoning Valley will continue to pay for drug testing collection costs for all Local 396 signatory Employers.

#### 1.10 LOCAL PENSION FUND

- (a) Each Employer hereby agrees to abide by all of the terms and conditions of the existing Local 396 pension plan and applicable trust agreement.

#### 1.11 SECURITY PLAN

- (a) Each Employer further agrees to abide by all terms and conditions of the Local 396 Security Plan.

### **ARTICLE X - BONDING**

- 1.1. To ensure the orderly process of the Education Fund, Health and Welfare Fund, Savings Plan, Security Fund, Local Pension Plan, National Pension Plan, Industry Fund, and payment of wages, all Employers shall simultaneously with the execution of this Agreement post a surety bond or certified check to secure payment required for such Funds and/or Plans and Wages. Employer's engaged in residential/light commercial work shall not be subject to the required bonding unless such Employer becomes delinquent.

If the Employer has no violations of payment on wages or fringe benefits during a four (4) year period, the Employer need not continue furnishing the bond. If an Employer fails to meet payment of wages or fringes on any occasion, they will be required to furnish a bond at the amount listed below. Local 396 will provide a copy of all bonds on file, and all new bonds to the MCA of Mahoning Valley.

| <b><u>NUMBER OF EMPLOYEES</u></b> | <b><u>ANNUAL SURETY BOND</u></b> |
|-----------------------------------|----------------------------------|
| 1 – 5                             | \$75,000.00                      |
| 6 and above                       | \$150,000.00                     |

On industrial projects requiring more than 10 Employees, the annual surety amount shall be \$15,000.00 per Employee based on the maximum projected manpower as determined at the pre-job conference.

- 1.2. The non-payment of said fringe benefits or wages by the Employer shall constitute a violation of this Agreement. The Union shall declare this Agreement terminated upon five days written notice to the Employer. Such violation shall constitute a waiver of any damages by reason of a strike against such Employer after five days and the Employer hereby waives any rights under this contract arising out of such strike when such five-day notice is given.
- 1.3. If the Union elects to strike to enforce this Agreement, and the contributions and wages in arrears are paid in full by the Employer, a surety bond or certified check is posted, and such strike is terminated, then in such event it is further agreed that this contract shall reinstate itself and all terms and conditions of such agreement shall remain in full force and effect for the term contained in this Agreement.
- 1.4. **Residential/Light Commercial.** If an Employer fails to meet payment of wages or fringes on any occasion and becomes delinquent, they will be required to furnish a bond set at \$25,000. If the Employer has no violations of payment on wages or fringe benefits during a two (2) year period, the Residential/Light Commercial Employer need not continue furnishing the bond. Any issue arising as to whether the Employer is performing commercial or residential/light commercial work shall be decided exclusively by the Joint Conference Board.

## ARTICLE XI - SUPERVISION/DUTIES OF FOREMAN

- 1.1. On each job requiring 800 man-hours or from 4 to 9 Employees, one Employee will be a Foreman. In addition, Foremen and General Foremen will be added per the following schedule.

| <u>Workers</u> | <u>Foreman</u> | <u>General<br/>Foreman</u> | <u>Total</u> |
|----------------|----------------|----------------------------|--------------|
| 10-15          | 2              | 0                          | 17           |
| 16-20          | 1              | 1                          | 22           |
| 21-30          | 3              | 1                          | 34           |
| 31-40          | 4              | 1                          | 45           |
| 41-50          | 5              | 1                          | 56           |
| 51-60          | 6              | 2                          | 68           |
| 61-70          | 7              | 2                          | 79           |
| 71-80          | 8              | 2                          | 90           |
| 81-90          | 9              | 2                          | 101          |
| 91-100         | 10             | 2                          | 112          |
| 101-110        | 11             | 2                          | 123          |
| 111-120        | 12             | 2                          | 134          |
| 121-130        | 13             | 3                          | 146          |
| 131-140        | 14             | 3                          | 157          |

The above ratios of workers to Foremen and General Foremen are on a per-job basis.

Additional supervision may be added at the discretion of the Employer.

- 1.2. Once the number of Employees on the job reaches 21, the General Foreman will no longer carry any Employees. General Foremen will be added at every 60 Employees, as the job requires. These ratios are on an Employee per shift basis.
- 1.3. Foremen shall work with the tools as time permits.
- 1.4. Once the number of Employees on the job reaches 21, the General Foreman is permitted, but not required, to work with the tools but they may perform incidental supervisory duties such as measuring and layout.
- 1.5. All Foremen and General Foremen, as outlined in this Article, shall be Employees of Local 396 and shall be at the Employer's choice.
- 1.5. Duties of Foremen.
- (a) All Foremen are expected to work with the tools as time permits;
  - (b) Employer expects to receive a day's work for a day's pay from all Employees to the best of their individual ability;

- (c) They will see to it that all Employees start work on time and quit at the proper time as per the local agreement;
- (d) They are expected to continue to look out for the Employer's interests regarding job costs at all times;
- (e) They along with the Job Steward are to see that all tools are picked up and properly cared for;
- (f) They will make sure all work is done with all safety conditions in mind to avoid possible injuries;
- (g) They will maintain a good relationship in harmony with the project engineer, inspector, superintendent of the general contractor, and job Foreman, and all personnel on the project site in order to help the job run smoothly;
- (h) Should the Foreman find any problems pertaining to Union regulations, they are to notify the Employer and Local Business Manager or Business Agent (until such time as a Steward is appointed) and to have the Business Manager or Business Agent resolve the dispute;
- (i) They will call all material orders in early enough to allow proper time for delivery and give at least one days advance notice;
- (j) They are expected to lay out all work ahead to keep all personnel busy at all times;
- (k) They are expected to co-ordinate all subcontractors and look out for their interest;
- (l) They are to see that coffee breaks last only 10 minutes as per agreement and are only in the morning;
- (m) They are to see that all tools are put away each day and properly maintained;
- (n) They are to call in time for payroll on the day designated by the Employer or earlier for previous week;
- (o) They are to maintain all payroll time sheets as provided by Employer.

## **ARTICLE XII - DUTIES OF STEWARDS**

### *PREFACE*

*Let it be pointed out in the delineation of the following duties that a Steward by definition is responsible both to the Employer and the local union for observance of the rules and regulations specified in the agreement and that the furtherance of harmony between Employer and Employee is his prime responsibility.*

- 1.0. The Employer or his representative shall be notified as to who has been appointed Steward. The Job Steward shall be appointed by the Business Manager or the Business Agent from those qualified Employees referred to the job. It is recognized that before the Steward is laid off or discharged or transferred, their Business Manager shall be notified. In no event shall the Employer or their supervisors discriminate against the Steward or lay them off or discharge them because of any action taken by them in the proper performance of their union duties.

- 1.1. The Shop Steward will be one of the last employees to be laid off from a job as long as they are capable of performing any remaining work as determined by the Business Manager and the Employer's representative.
- 1.2. The Business Manager or Business Agent shall have the right to appoint a Steward in any shop or on any job within the jurisdiction of Local Union 396. They shall perform such required duties as expeditiously as possible.
- 1.3. The Steward shall keep current a complete and accurate record of Journeymen, Apprentices and Supervisors employed on their job or in their shop in their time book and their telephone numbers and addresses.
- 1.4. The Steward shall, on their own time, fill out in its entirety the weekly Steward's report as furnished to them by the Business Manager.
- 1.5. The Steward shall protect the complete work jurisdictions of the United Association at all times.
- 1.6. The Steward shall see that the monthly dues of Members are current.
- 1.7. The Steward shall file with the Business Manager and the Employer a complete report in writing of all pertinent information when an injury on a job or in a shop results in hospitalization for one or more Employees. They shall keep a record of their information in the record book.
- 1.8. The Steward shall use their office at all times to promote harmony and good will on the job or in the shop.
- 1.9. The Stewards shall report to the Business Manager any instances where protective clothing is not provided for the Employees where same should be provided as called for in working agreement only after talking with the Employer's representatives.
- 2.0. The Steward shall meet all new United Association Members who are to be employed on their job or in the shop when they are Steward and instruct them on all other matters pertaining to their employment before they are given a work assignment by the Foreman.
- 2.1. The Steward shall provide for an acting steward to temporarily replace them when they are absent from their job or shop. If they fail to do this the Business Manager or Business Agent will temporarily assign one until they return.
- 2.2. The Steward shall in close cooperation with the supervision on their job and the office of Local Union No. 396 protect all tools and equipment of the Employer and see that when U.A. employees are terminated that all tools and equipment that are the property of the Employer are returned to the Employer.

- 2.3. It is further agreed that a Steward shall always be included among those working overtime, and if practical will work with the tools as time permits.
- 2.4. The Steward shall be notified at least one (1) hour previous to the lay-off of any Employee.
- 2.5. Time will be permitted for the steward to leave the job one paid hour early to report to the Business Manager's or Business Agent's office at the discretion of the Business Manager.
- 2.6. A Steward shall be a working Journeyman appointed by the Business Manager or Business Agent of the Union who shall, in addition to their work as a Journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other times. It is understood and agreed that the Steward's duties shall be those approved by the Joint Grievance Committee as an addendum to this agreement, and shall not include any matters relating to referral, hiring, or termination. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow the Steward a reasonable amount of time for the performance of such duties.
- 2.7. In the event of a serious injury the Employer will provide the proper transportation for all injured Employees from the job to the doctor's office, or a hospital. In such cases the Steward shall accompany all injured employees.
- 2.8. The Business Manager or Business Agent of the Union, subject to the owner's authorization, shall have access to the jobs to meet with the Steward or Employees covered by this agreement, providing they do not unnecessarily interfere with the Employees or cause them to neglect their work, and further provide that such representatives comply with the owner's rules.

### **ARTICLE XIII - WORKING CONDITIONS**

- 1.0. When Employees are required to perform work in local Union jurisdictions other than Local 396's, they shall be paid the wage and benefit package rate set forth in Article IX or the wage and benefit package rate in the jurisdiction where they are performing the work whichever is higher.
- 1.1. Employees required to work in other jurisdictions outside of a 70 mile radius of the center of the jurisdiction (defined as the corner of Boardman-Canfield Road and South Raccoon Road) shall receive not less than reasonable lodging and food per day for living expenses for each day worked, if required, plus the cost of one trip to and from the job and the cost of additional trips as may be required by the Employer. Travel time under this rule shall be on a straight time basis, (with no fringes).
- 1.2. Employers shall file with the Union the time of their pay days, which can be no longer intervals than one week. Pay to be made by currency or check and a receipt or

check stub shall be included which shall show total hours worked and the hourly rate of pay together with all deductions which shall be itemized.

- 1.3. Weekly paycheck or currency must be available to the Employee at quitting time on payday. If the weekly paycheck or currency is not available to the Employee at quitting time on payday a penalty of \$30.00 per Employee will be imposed on the Employer. The Employee will not be required to wait on the job after quitting time. Pay day shall fall on the same day of each week unless that day is a recognized holiday. At such time, pay day shall be considered to be the working day preceding said holiday.
- 1.4. When a request for Employees are given to the Union the Employer agrees to give the Union 48 hours (Saturday, Sunday and Holidays excluded) to comply with this request.
- 1.5. An Employer who is a party to this agreement may obtain Employees from the Union or from any other source; however, consistent with other provisions of this agreement, an Employer who is not a party to this agreement and who seeks to obtain Employees from the Union shall first be expected to sign this Agreement.
- 1.6. Each Employee hired by an Employer to perform work under the jurisdiction of the United Association shall, as a condition of employment become and remain a Member of the Union after the seventh day of employment.
- 1.7. Journeymen plumbers shall not be employed for any work in any municipality where Journeymen plumbers are required to be licensed, until they have first secured a license or are on application for license if not in conflict with local code.
- 1.8. When an Apprentice is referred to a job or a shop the referral slip must indicate that they are an Apprentice and the current year of his apprenticeship training.
- 1.9. Local No. 396 will man the work in their jurisdiction.
- 2.0. All Employees will be on their jobs and ready to commence work at the hours designated in Article VIII of this agreement and shall work the entire eight (8) hours on the job, unless they are requested to report to the shop for receiving orders, supplies, equipment, picking up or returning trucks to the shop.
- 2.1. It shall be the duty of the Steward to work in conjunction with the Foreman or General Foreman.
- 2.2. An Employee being laid off shall be notified one (1) hour prior to termination to pick up tools and receive pay. All Employees being laid off Monday through Friday on first shift shall receive their check when laid off. All Employees being laid off on 2<sup>nd</sup> shift, 3<sup>rd</sup> shift, weekends or holidays shall have their check mailed out by the end of the next business day. An Employee not receiving their check as noted above shall

receive \$30.00/24 hour day additional while waiting for their pay unless waived by mutual consent of Union and Employer.

- 2.3. Business Manager shall notify Employer when Employee quits on any job under than 10 men.
- 2.4. Employees covered by this agreement shall not pick up or turn in brass or punch a time clock except in a permanent shop.
- 2.5. All members of local 396 shall furnish their own:
  - a.) Ruler
  - b.) Channel Locks
  - c.) Torpedo Level
  - d.) Safety shoes
- 2.6. Employees shall be responsible for tools and special wearing apparel given them provided, however, that Employer furnishes a safe place for storing such.
- 2.7. Sanitary toilets, sealed bottled water (no Igloo Coolers), wash facilities, a place of shelter with adequate room that is comfortably heated when needed or arrangements made for such shall be provided when mutually agreed upon by the Business Manager and Employer. Any problem that arises concerning this section shall be settled by the Joint Conference Board. Their decision shall be binding.
- 2.8. No Employee shall work alone when welding or cutting in the air on scaffold or ladder or below ground level in ditches or in any other place where the hazards are great enough to endanger life or limb. There shall be a ground person where traffic conditions require such.
- 2.9. All pipe and materials are to be handled, measured, cut, and installed by United Association personnel.
- 3.0. The Employer shall provide covered transportation from the construction parking lot to the job trailer provided the walking distance to the job trailer from the construction parking lot is more than one half of a mile (0.5 miles). This transportation shall be provided all year round on all jobs.
- 3.1. There shall be a pre-job conference on all industrial jobs of 1000 man-hours or more with the Business Manager, Business Agent, Employer, or supervisor before the job starts.
- 3.2. When Employees are working in the jurisdiction of the Union, they shall report on the jobsite at starting time and end on the jobsite at quitting time.

- 3.3. Employees will return all tools, rules, and other property issued them by an Employer upon termination of their employment or upon demand of their Employer and are to treat Employer's tools with extreme care and consideration. Tool responsibility will be a part of the Steward's duties.
- 3.4. Any Employee having Employer's tools, fittings, or other property in their possession after termination of their employment will be subject to discipline by the Executive Board.
- 3.5. Any tools or other property of an Employer that is donated or given to an Employee must be accompanied by a written release from the Employer or Employing Unit.
- 3.6. All Employers must make an effort to regain all tools and property loaned or entrusted to Employees and must maintain and enforce strict procedures for the return of same.
- 3.7. There shall be no restrictions on the use of labor-saving devices except for restrictions prohibited by safety laws.
- 3.8. The use of personal vehicles for rig work will be permitted, however it shall not be a condition of Employment for welders to provide their own rigs. It is understood and agreed, however that a welder who is dispatched to do a project as a rig welder will be required to provide a usable rig as a condition of the dispatch.

3.9 Standard of Excellence

**Overview:**

The ***UA Standard for Excellence*** policy is a Labor-Management commitment to uphold the highest industry standards in the workplace and ensure customer satisfaction. The program is designed to promote UA members' world-class skills and safe, efficient work practices on the jobs performed by our signatory contractors for their customers.

**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, everyday on time (Absenteeism and Tardiness will not be tolerated).
- Adhere to the contractual starting and quitting times, including lunch and break periods (Personal cell phones will not be used during the workday with the exception of lunch and break periods).
- Meet their responsibility as highly skilled craftworkers by providing the required tools as stipulated under the Local Collective Bargaining Agreement while respecting those tools and equipment supplied by the employer.

- Use and promote the local union and international training and certification systems to the membership so they may continue on the road of life-long learning thus ensuring UA craftworkers are the most highly trained and sought after workers.
- Meet their responsibility to be fit for duty insuring 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 matter appropriate for our highly skilled and professional craft (Offensive words and symbols on clothing and buttons are not acceptable.)
- Respect and obey employer and customer rules and policies.
- Follow safe, reasonable, and legitimate management directives.

**Employer and Management Responsibilities:**

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

- Replace and return to the referral hall ineffective superintendents, general foremen, foreman, journey workers and apprentices.
- Provide the union hall with the necessary documentation to support these actions.
- Provide worker recognition for a job well done.
- Ensure that all necessary tools and equipment are readily available to employees.
- Minimize workers downtime by insuring blueprints, specifications; job layout instructions and material are readily available in a timely manner.
- Provide proper storage for Employer 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 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' issues affecting work progress.
- The Business Manager or his designee 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 who 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 including but not limited to mandatory retraining for members after offences.

**Employer and Management Responsibilities:**

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

### **Additional Jointly Supported Methods of Problem Resolution:**

- In the event an issue is irresolvable at this level the Local or the Contractor may call for a contractually established Labor Management meeting to resolve the issues.
- Weekly job progress meetings should be conducted with the 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.

### **Standard for Excellence Enforcement Policy:**

#### Employee/396 Member Issues:

- Issues that arise under the Standard for Excellence policy may be worked out between the Employer and the Employee.
- If an Employee is discharged from an Employer, a discharge hearing with the Joint Conference Board will be held to determine the legitimacy of the discharge under the Standard for Excellence policy. Discharge hearing is to be held within ten (10) business days of the separation.
- Following three (3) confirmed violations of the Standard for Excellence within a three (3) year period, the Joint Conference Board shall recommend disciplinary action to the Local 396 Executive Board. The Local 396 Executive Board shall report back to the Joint Conference Board concerning any action taken within 20 business days of the separation.

#### Contractor Issues:

- Issues that arise under the Standard for Excellence policy involving a contractor may be worked out between the contractor and Local 396.
- If a violation cannot be worked out, Local 396 may report the contractor to the Joint Conference Board. A violation hearing with the Joint Conference Board will be held within twenty (20) business days of the violation.
- Following three (3) violations of the Standard for Excellence within a three (3) year period, the Joint Conference Board shall recommend appropriate action to the MCA of Mahoning Valley. The MCA of Mahoning Valley shall report back to the Joint Conference Board concerning any action taken within 20 business days.

## **ARTICLE XIV - SAFETY**

- 1.0. First Aid Kits must be available on all jobsites per OSHA Regulations.
- 1.1. The following protective clothing or apparel needed for the safety of the Employee in the performance of his/her duties shall be furnished by the Employer:
  - (a) Hard hats (with lining when needed)
  - (b) Rubber boots
  - (c) Raincoats
  - (d) Welding gloves equal to Guardwell E for welders only
  - (e) Leather sleeves, bib type, for welders where required
  - (f) Protective clothing for hazardous work-acid
  - (g) Leather gloves when required by the customer to work in their facility
  - (h) High Visibility Apparel as required on jobsite
  - (i) Task specific work Gloves to be supplied, 2 pairs per month maximum, Employee is required to turn in first pair to be eligible to receive the second pair.
  - (j) Hand cleaner

## **ARTICLE XV - DRUGS AND ALCOHOL**

- 1.1. Employees will be subject to the individual drug policies of their Employers. The Employer will provide a copy of their policy to the Employee. The Employer will provide a copy of their policy to the Union if requested. Article XV excludes all Apprentices, Apprentices will work under and abide by the Drug Testing policy of the Joint Apprenticeship Training Committee (JATC), a copy of the JATC policy may be requested by the Apprentice or Employer.
- 1.2. All Employees and referred applicants are expected to report to work free of drugs, controlled substances, the effects of alcohol, or the misuse of any medication. Reporting to work after the use of controlled substances or other illegal drugs or narcotics, the misuse of any medication or the use of alcohol resulting in a condition of impaired judgment, sub-standard performance, or inappropriate conduct while on the job site or elsewhere while on the Employer's business is strictly prohibited.

- 1.3. The Employer may require an Employee or referred applicant to undergo a test for the presence of alcohol or controlled substances or other illegal drug or narcotic within ten (10) days of employment and the Employee is subject to re-test annually thereafter. Once the Employee has passed said test, they may be issued a card which shall be valid for twelve (12) months from the date of test. All Employers shall honor said card up to the termination date of the bargaining agreement. The Employer may also require an Employee to undergo a test in conjunction with any of the following:
  - (a) Accident: Testing may be used for an Employee who has been involved in an accident involving injury to any person or damage to property.
  - (b) Probable Cause: Probable cause shall be defined as those circumstances, based on evidence about the Employee's conduct that would cause a reasonable person to believe that the Employee is demonstrating signs of use of or impairment due to alcohol or drugs. Some examples of objective evidence include when an Employee shows signs of impairment, such as difficulty in maintaining balance, slurred speech, and erratic behavior or otherwise appears unable to perform their job in a safe manner.
  - (c) Work Opportunity Mandated: Requirement of a third-party Owner or Employer with whom the Employer has a contractual relationship in a circumstance where the third party requires the test as a condition of the contract for work.
- 1.4. The Employer will pay for the cost of the test and compensate the Employee for such time. The Employee will be compensated for wages and fringes pursuant to the terms of the collective bargaining agreement. In no event will the Employer compensate the Employee for more than three workdays of lost wages and benefits caused by any testing pursuant to this Article.
- 1.5. If an Employee refuses to undergo a test as required in this Policy, fails to fully cooperate when undergoing the test, interferes with or tampers with the testing process, or refuses to sign the "Certification of Authorization" form, the Employee will be terminated.
  - (a.) The "Consent/Release" shall read:

I hereby agree to undergo drug/alcohol testing per the Employer's substance abuse program. A copy of the program has been made available to me.

I authorize the agents of the testing facility, including the Medical Review Officer, to release the results of my test immediately upon the completion of the test, both orally and in writing, to my Employer, contractor representative and Local 396 business manager, or their representative. The JATC Committee will receive results for apprentices who are tested. Provided, however, the testing facility and/or the Medical Review Officer, first attempts to contact me to provide the test results.

Hold Harmless: The Union shall be indemnified, defended and held harmless from any claim, demand or liability arising from the administration of the substance abuse program, provided the Union and its agents follow the policy and do not engage in any wrongdoing related to the policy. This hold harmless provision does not apply to claims advanced against the Union for failure to properly represent under the National Labor Relations Act.

I agree to hold the Employer and the Union harmless from any liability arising out of my involvement with this program.

A photocopy of this form shall have the same force and effect as the original.

I have carefully read the foregoing and fully understand its content. I acknowledge that my signing of this form is a voluntary act and that I have not been coerced into signing this document by anyone.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Employee/Applicant

SSN \_\_\_\_\_

Date: \_\_\_\_\_

(b.) Drug and Substance Disclosure

I understand that I may disclose in the space provided below the use of a drug, medication or pill (prescription or non prescription) that I may be taking at this time, or may have taken in the last thirty (30) days. At my option, I may indicate the same information to agents of the testing facility at the time a sample is taken.

Name of Drug                      Prescribing Physician                      Over the Counter

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The Union and Management have decided on alternate laboratories in case of disputes. Any Employee is given twenty-four (24) hours from the time of notification that they failed the

drug test. Within the twenty-four period, you can request a confirmatory test by one of the approved laboratories using the same sample.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Employee/Applicant

SSN \_\_\_\_\_

Date: \_\_\_\_\_

1.6. Any Employee who tests positive for a controlled substance, narcotic, other illegal drug or alcohol will be placed on suspension without pay until the Employer determines appropriate action and is subject to discipline up to and including termination.

1.7. Substance Testing

All testing procedures shall be in accordance with applicable laws and regulations and in accordance with the following requirements:

- (a) Pre-collection interviews. Prior to the collection of a urine specimen for drug testing, and prior to the administration of an alcohol test, individuals will be thoroughly interviewed by an agent of the testing facility to determine if there may be any medications (over-the-counter or prescription), or other substances, that may have been inhaled, ingested or injected, which could result in a positive test result. That information is to be provided to the testing facility.
- (b) Chain of custody. Collection and shipment of all urine samples will follow accepted chain of custody procedures. Chain of custody starts when the Employee presents the specimen to the collection facility. Documentation of chain of custody must be provided upon the Employee's request.
- (c) Confidentiality. Reasonable efforts will be made to assure that the identities of Employees and applicants who are tested will be limited to the testing facility, the Employee and the Employer. The Employer may not release information concerning test results to others without first obtaining a written authorization from the Employee, except that the Employer may release such information in response to any related grievance or claim by the Employee.
- (d) Laboratory. All specimen testing shall be performed only by National Institute on Drug Abuse ("NIDA") approved testing facilities.

Collection procedures: Any Employee subject to testing must be allowed to provide a urine specimen in private and in an enclosed room. The Employee may be required to remove outer clothing and may be prohibited from taking

items into the room where the specimen is being given. The Employee must provide picture identification or other acceptable identification at the time of the test to the agent of the testing facility.

Failure to do so will be deemed a failure to cooperate with the test. Accepted laboratory procedures will be utilized in determining if the specimen provided is unadulterated. If the specimen cannot be established as unadulterated, the Employee may be required to provide a further specimen. Tampering with specimens by the Employee will be deemed a failure to cooperate with the test.

- (e) All test results must be communicated to the Employer and the Employee as soon as possible.
- (f) Alcohol testing. The administration of an alcohol test shall be by a Breathalyzer or SST Saliva device, which shall be used in accordance with the instructions and procedures recommended by the manufacturer of the Breathalyzer equipment. The operator of the Breathalyzer shall be certified to the extent required by Ohio law.
- (g) The following testing levels are based on the United States Department of Transportation testing levels. The levels may change at any time and shall be adjusted accordingly per the current US DOT testing levels. Current US DOT levels can be found at <https://www.transportation.gov>.

| Initial Test Analyte | Initial Test | Confirmatory Test | Confirmatory Cutoff |
|----------------------|--------------|-------------------|---------------------|
| Marijuana            | 50 ng/mL     | THCA              | 15 ng/mL            |
| Cocaine              | 150 ng/mL    | Benzoyllecgonine  | 100 ng/mL           |
| Opiate               |              |                   |                     |
| Codeine/Morphine     | 2000 ng/mL   | Codeine           | 200 ng/mL           |
|                      |              | Morphine          | 2000 ng/mL          |
| 6-Acetylmorphine     | 10 ng/mL     | 6-Acetylmorphine  | 10 ng/mL            |
| Phencyclidine        | 25 ng/mL     | Phencyclidine     | 25 ng/mL            |
| Amphetamines         |              |                   |                     |
| AMP/MAMP             | 500 ng/mL    | Amphetamine       | 250 ng/mL           |
|                      |              | Methamphetamine   | 250 ng/mL           |
| MDMA                 | 500 ng/mL    | MDMA              | 250 ng/mL           |
|                      |              | MDA               | 250 ng/mL           |
|                      |              | MDEA              | 250 ng/mL           |

A “positive” alcohol test result shall mean a result which shows an alcohol concentration level of .04% or more.

- 1.7. If an Employee tests “negative” at the time of the original test, the Employee will be notified by the Employer of such, either directly or through the Union per the below procedure, and the Employee shall return to work at the start of the next shift. If the Employee returns to work at the start of the next shift, the Employee shall be paid all wages and benefits for work time lost pursuant to this collective bargaining agreement (maximum of three workdays).

The Employer shall give notice, by telephone to the Employee and by facsimile to the Union, of the negative test result and the need to return to work at the start of the next shift. In addition to these notice procedures, the Employee shall call the Union at 4:00 p.m. each day while awaiting test results to determine return to work status. Failure to do so is a basis for discipline by the Employer. The Employer shall contact the Union by telephone or facsimile no later than 3:55 P.M. of each day the Employee is awaiting test results in order to inform the Union of whether the results have been received and return to work status.

- 1.8a. An Employee testing “positive” shall be subject to the same notice procedures referenced in Section 1.7 and, in addition, the Employer will inform the Union of the three closest approved testing facilities so that the Employee may undergo a re-test, if desired. An Employee testing “positive” shall have the right within twenty-four (24) hours of being informed of the “positive” test to have the secured portion of any urine sample submitted independently for re-test to a NIDA approved testing facility at their own expense. The Employer shall provide to the Employee and the Union a list of the three closest testing facilities which comply with the NIDA guidelines. The secured portion of the urine sample shall be transported from testing facility to testing facility only by agents of either testing facility — not by the Employee. If the independent re-test is “negative,” and the Employee returns to work at the start of the next shift after notice by the Employer or through the Union, they shall be reimbursed for the cost of such independent examination, and shall be paid all wages and benefits for work time lost, pursuant to the collective bargaining agreement (maximum of three work days).
- 1.8b Members testing positive for drug and/or alcohol use or submitting an adulterated specimen, the following stages of discipline shall be imposed:
- 1.) On the first violation of this policy, the member shall be removed from the job site and shall be required to demonstrate successful participation in the rehabilitation program before returning to the bottom of the Out-of-Work List and provide The Program with a subsequent negative drug test and negative result on follow-up testing up to four (4) times over one (1) year.
  - 2.) On the second violation of this policy, the member shall be removed from the job site and shall be suspended for thirty (30) days from the Out-of-Work List after the required completion of an approved rehabilitation program before returning to the bottom of the Out-of-Work List and provide the Program with a subsequent negative drug test and negative results on follow-up testing up to four (4) times over one (1) year.
  - 3.) On the third and subsequent violations of this policy, the member shall be removed from the job site and shall be suspended for sixty (60) days from the Out-of-Work List after the required completion of an approved rehabilitation program before returning to the bottom of the Out-of-Work List and provide the Program with a

subsequent negative drug test and negative results on follow-up testing up to four (4) times over one (1) year.

4.) Any violation will remain on the member's record for a period of three (3) years.

- 1.9. The laboratory will preserve any sample for at least forty-five (45) days.
- 1.10. The manufacture, sale, distribution, dispensation, possession or use of controlled substances, narcotics, or other illegal drugs or alcohol while on a job site or when conducting the business of the Employer is prohibited. Violation will result in immediate termination.
- 1.11. Any discipline imposed under this article is subject to the grievance/arbitration procedures of this collective bargaining agreement.
- 1.12. Medical review officer. Where required by applicable laws or regulations, or at the option of the individual tested, the results will be reported to a medical review officer ("MRO") who will review the results. The test results shall be reported immediately to the Employer and the Employee by the MRO. The Employee will sign a certification form authorizing any designated MRO to release the test information immediately upon the completion of the test. All communications by the MRO will first be by telephone and then confirmed in writing to the Employer and the Employee.
- 1.13. Certification card. In the event a certification card is used, it shall state:

Name/ \_\_\_\_\_

Social Security/ \_\_\_\_\_

This is to certify that the above person has passed his substance abuse test on \_\_\_\_\_ date.

\_\_\_\_\_  
Administrator

- 1.14 Rehabilitation. The Employer will reasonably accommodate an Employee who wants professional assistance and who voluntarily informs the Employer of a substance abuse problem, prior to being involved in any incident, accident or altercation which results in corroborative evidence of impairment. Any request for assistance that is made after the Employee is informed of a drug or alcohol screen appointment, or after the Employee has tested positive on any test administered according to this policy, will not be considered voluntary and will not prevent discipline. The Employee will be referred to a rehabilitation facility for assessment. If a leave of absence is found to be needed, a leave, without pay, will be granted for the necessary period of time, but not to exceed a maximum of twelve (12) consecutive weeks. If the

Employee's job is still available at the end of the leave, the Employee will be reinstated, if and only if:

- (a) The Employee presents written certification to the Company of successful completion of a Company-approved rehabilitation program, undertaken at their own expense;
- (b) The Employee satisfactorily completes a substance abuse test; and
- (c) The position remains available.

The Association will pay for all Drug and Alcohol testing costs if the signatory Employer uses the testing company selected by the Association (as listed on the Association website) with mutual agreement from the Union.

[www.mca-mv.com](http://www.mca-mv.com)

## **ARTICLE XVI - GRIEVANCES PROCEDURE AND ARBITRATION**

- 1.1. **Definition of Grievance** - A grievance is defined as a violation of a specific Article or Section of this Agreement advanced by an Employee against an Employer. If any such grievance arises, there will be no stoppage of work or other job action over the dispute. The grievance may be submitted through the following grievance and arbitration procedures.
- 1.2. **Step One** - An Employee shall present their grievance in writing to their job superintendent or the superintendent's designated representative within five (5) regularly scheduled working days of the time the grievance arises. The written grievance must name the Employee involved, state the time, date and facts giving rise to the grievance, identify all provisions of this Agreement alleged to be violated by appropriate reference, state the contention of the Employee with respect to these provisions and indicate the relief requested. Within five (5) regularly scheduled working days after receipt of the written grievance, the Employer's job superintendent or their designee will provide a written answer to the Employee.
- 1.3. **Step Two** - If the grievance is not resolved by the Step One written response of the Employer, the Union may appeal the grievance to the Owner or President of the Employer's Company within ten (10) regularly scheduled working days by tendering a written grievance appeal to said Company official specifically identifying the reasons for appealing the prior written answer. The Company official and representatives of the Mechanical Contractors Association of Mahoning Valley will meet with the business representative of the Union and shall attempt to resolve the grievance. A written answer will be provided to the Union within ten (10) regularly scheduled working days after the meeting. Union grievances of a general nature, not involving a single employee, may be commenced at Step Two.
- 1.4. **Step Three** – Failing settlement at the second step, the Union, by written demand to the Employer within thirty (30) regularly scheduled working days from the date the Step 2 answer is received, shall have the right to request arbitration before an impartial arbitrator.
- 1.5. **Rules for Arbitration** – The arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA). The arbitrator shall be selected from a jointly requested panel designated by the American Arbitration Association. The appointment procedures contained within the AAA Voluntary Labor Arbitration Rules shall be followed except that if appointment

cannot be made from the initial panel, additional panel lists will be requested until such time as an arbitrator is mutually selected by the parties.

- 1.6. Any grievance not advanced to the next step by the Union within the time limit in that step shall be deemed resolved on the basis of the Employer's last answer. Any grievance to which the Employer has not submitted a response within the time limit in that step shall be deemed denied.
- 1.7. **Powers of the Arbitrator** – The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement, nor imply there from any obligations or conditions binding on the Employer, it being understood that any matter not specifically set forth herein remains with the reserved management rights of the Employer. Their power shall be limited to deciding whether the Employer has violated an express provision of this Agreement as stated in the grievance. The arbitrator shall not have the right to consider issues of accretion, unit clarification or double-breasting. All decisions of the arbitrator shall be final and binding.
- 1.8. The arbitrator shall declare the loser who shall bear the cost of the arbitrator's fees and expenses, including preparation of any transcript of the proceedings. All other expenses shall be borne by the party incurring such expenses. A court reporter may be present at the request of either party. All witnesses shall appear at the expense of the party requesting the appearance of the individual.
- 1.9. As of the date of execution of this agreement there are no outstanding grievances which remain to be settled after the signing. Any grievances raised by the Union after its execution which relate to or arise from events which predate the execution are of no force and effect.
- 1.10. The provisions of this article shall apply only to covered disputes arising during the term of this Agreement, and not to the renewal or modification of it.
- 1.11. **Joint Conference Board.** A joint committee consisting of five (5) representatives of the Union (appointed by the Business Manager) and five (5) representatives of the Mechanical Contractors Association of Mahoning Valley (appointed by the Association), plus a representative of the MCA of Mahoning Valley. The committee shall meet periodically, but in no event less than one (1) time every four (4) months during the life of this agreement for the purposes of discussing matters of mutual concern related to the industry and the operation of this Agreement and to informally discuss matters of concern to the party in an effort to avoid grievances. This committee shall also be charged with handling any and all grievances that arise. Four (4) representatives, two (2) from the Union and two (2) from the Association shall be a quorum. Each side shall select a chairman to represent them on the Joint Conference Board. Each representative shall be entitled to one (1) vote, no proxy votes, neither side shall cast more votes than the other. A decision shall require a majority of the votes cast.

## **ARTICLE XVII - NO STRIKE — NO LOCKOUT**

- 1.1. During the term of this agreement, and except as specifically provided herein, there shall be no strikes, picketing, work stoppages or slowdowns or other disruptive activity by the Union or by any Employee, and there shall be no lockout by the Employer. Provided, however, it shall not be a violation of this agreement to picket any Employer for non-payment of fringe benefit contributions or wages, or refusing to attend a pre-job conference in accordance with this Agreement, so long as the Union gives 24 hours advance notice to the Employer of the intent to picket. Further, it shall not be a violation of this agreement for any Employee to honor a lawful primary picket of any Union affiliated with the Building and Construction Trades Department, AFL-CIO. The Union will provide advance notice, if possible, of the intent to honor a lawful picket. Provided further that in the event an Employee honors a lawful picket, the Employee shall only be paid for the actual hours worked during that day and will not receive any type of minimum guarantee pay, such as report pay.
- 1.2. There will be no strikes, work stoppages or other forms of concerted activity because of jurisdictional disputes. All such disputes shall be settled in accordance with the National Plan for Settlement of Jurisdictional Disputes in the Construction Industry, or any other mutually-agreed upon plan.
- 1.3. The Union will use its best efforts to prevent a violation of this no-strike provision.

## **ARTICLE XVIII - LEGAL CONFORMITY**

- 1.1. If any part of this agreement is in conflict with any existing Federal, State or Local laws, only that portion of the agreement shall be void.
- 1.2. The parties to this agreement acknowledge that they are subject to State and Federal laws regarding equal opportunity and fair employment practices and shall comply with these laws and agree that the referral and employment of all Employees shall be without regard to race, age, color, sex, religion, national origin, ancestry, or disability.

## **ARTICLE XIX – RESIDENTIAL/LIGHT COMMERCIAL**

- 1.1. This article covers the rates of pay and working conditions of all Employees of Employer engaged in light commercial work which comes within the work jurisdiction of the Union. Project Labor Agreements and Prevailing Wage Projects will be excluded from this Article.
- 1.2. “Light Commercial Work” is defined as office buildings of 30,000 square feet or less, not exceeding three floors, retail dry goods stores, drug stores, auto parts stores,

laundromats, auto service stores and centers, including convenience stores with gasoline pumps, strip mall stores, hotels/motels not exceeding four floors, or similar structures – new or remodeled and Medical/Dental buildings of 30,000 square feet or less not exceeding three floors. If medical gas piping is involved on a project, the entire project must use Building Trades Journeymen. The above does not apply to municipal buildings, public works projects or any building with medical gas.

- 1.2A “Residential Work” is defined as one or two family dwellings, multiple family dwelling Units, townhouses, condominiums and similar structures with units stacked vertically Up which are permitted to have a single exterior up to and including three stories.
  
- 1.3. The parties, by mutual agreement between Local 396 and the MCA of Mahoning Valley, may expand the coverage of this Article to other segments of work as market circumstances dictate. In addition, an Employer may make application to the Union to perform work on a specific project under the terms and conditions of this Article in order for the Employer to bid competitively with the non-union sector of the construction industry.
  
- 1.4 The classifications of Employees that the Employer may employ on work Performed under this Article are as follows:
  - A. Residential/Light Commercial Journeyman
  - B. Residential/Light Commercial Apprentice
  - C. Helper
  - D. Production Worker
  - E. Building Trades Journeyman and Apprentice

Local 396 Building Trades members working under this agreement must sign an agreement form with Local 396 to work under this classification at this lower Wage Package prior to dispatch and a copy of the form shall be provided to the Employer.

- 1.5 Any Residential/Light Commercial apprentice or Helper will be indentured to Local 396 and will follow the standards set forth by the Local 396 Joint Apprenticeship Committee.

**LOCAL 396 RESIDENTIAL/LIGHT COMMERCIAL  
WAGES SCHEDULE  
August 1, 2020 Through May 31, 2021**

**Residential/Light Commercial Journeyman**

|                              |           |              |
|------------------------------|-----------|--------------|
| Wages                        | \$        | 25.70        |
| Health & Welfare Fund        | \$        | 7.75         |
| Health Reimbursement Account | \$        | .75          |
| UA NAT'L PENSION             | \$        | 2.00         |
| Security Plan                | \$        | .75          |
| International Training Fund  | \$        | .10          |
| Education Fund               | \$        | .75          |
| Industry Fund                | \$        | .15          |
| <b>Total</b>                 | <b>\$</b> | <b>37.95</b> |

Deduct: (per hour worked)

OSA .05                      **Raise of 3% cost of living per year on wages**

Union dues shall be a percentage of Taxable Wages of local area – **2.5% of Gross Wage**

**Residential Apprentices:** Minimum of Five (5) Year Program based on local area's programs.

**% BASED ON RESIDENTIAL/JOURNEYMAN RATE**

|                            |   |
|----------------------------|---|
| 1 <sup>ST</sup> Period 45% | \$11.57 – No Pension Contribution – Plus H&W  |
| 2 <sup>nd</sup> Period 48% | \$12.34 – No Pension Contribution – Plus H&W  |
| 3 <sup>rd</sup> Period 62% | \$15.93 – UA Nat'l Pension, Security Plan, Int'l Training Fund,<br>Education Fund, OSA Contributions, H&W |
| 4 <sup>th</sup> Period 72% | \$18.50 – UA Nat'l Pension, Security Plan, Int'l Training Fund,<br>Education Fund, OSA Contributions, H&W |
| 5 <sup>th</sup> Period 86% | \$22.10 – UA Nat'l Pension, Security Plan, Int'l Training Fund,<br>Education Fund, OSA Contributions, H&W |

**Helper:** Wage Scale – Minimum Wage plus H&W – No Pension Contribution

# MES AND TRADESMAN

## AUGUST 1, 2020 THROUGH MAY 31, 2021

Please find below the **MES and Tradesman** wage rates as per the “Memorandum of Understanding” effective June 1994. As per the contract this memorandum is binding until such time as mutually accepted revisions are put into place.

|  |                       |
|--|-----------------------|
| 1 <sup>st</sup> Year Mechanic – No Pension Contribution        | 40% BT Rate = \$13.72 |
| 2 <sup>nd</sup> Year Mechanic – No Pension Contribution        | 45% BT Rate = \$15.44 |
| 3 <sup>rd</sup> Year Mechanic – No Pension contribution        | 52% BT Rate = \$17.84 |
| 4 <sup>th</sup> Year Mechanic - .50 Security Plan Contribution | 58% BT Rate = \$19.89 |
| 5 <sup>th</sup> Year Mechanic - .50 Security Plan Contribution | 64% BT Rate = \$21.95 |
| Mechanical Equipment Service Journeyman                        | 70% BT Rate = \$24.01 |
| TRADESMAN – As per Article XII – NMESA – Paragraph 41          | \$ 9.50               |

**ADD: (per hour)**

**DEDUCT: (per hour)**

|                      |            |   |                        |
|----------------------|------------|---|------------------------|
| Education Fund       | 1.00       | Dues Check-Off  | <b>2.5% Gross Wage</b> |
| Health & Welfare     | 7.75       | OSA, Union, Etc   | .15                    |
| Health Reimbursement | .25        |   |                        |
| Security Plan        | 1.50       | Journeyman  |                        |
| Security Plan        | .75        | 1st, 2nd, 3rd Yr Apprentice   |                        |
|                      | 1.00       | 4th & 5th Yr Apprentice   |                        |
| National Pension     | 1.50       | - Start in 4 <sup>th</sup> Year Rate                                |                        |
| Industry Fund        | .25        |   |                        |
| United Appeal        | .02        |   |                        |
| ITF                  | <u>.10</u> | - Start in 4 <sup>th</sup> Year Rate                                |                        |
|                      | \$12.37    | Journeyman  |                        |
|                      | \$11.87    | 4 <sup>th</sup> & 5 <sup>th</sup> Year Apprentice                   |                        |
|                      | \$10.02    | 1 <sup>st</sup> – 2 <sup>nd</sup> – 3 <sup>rd</sup> Year Apprentice |                        |

**ALL ADDITIONS AND DEDUCTIONS ARE BASED ON HOURS WORKED**

## ARTICLE XX - SCHOOLS

- 1.1. This Article covers the rates of pay and working conditions of all Employees of Employer engaged K1 through K12 schoolwork which comes within the work jurisdiction of the Union. Project Labor Agreements will be excluded from this Article.
- 1.2. "School Work" is defined as any institution of learning, excluding colleges, provided that the facility does not exceed four (4) floors. This includes related structures such as gymnasiums and administrators' facilities.
- 1.3. The parties, by mutual agreement, may expand the coverage of this Article to other segments of work as market circumstances dictate. In addition, an Employer may make application to the Union to perform work on a specific project under the terms and conditions of this Article in order for the Employer to bid competitively with the non-union sector of the construction industry.
- 1.4. All provisions of this Collective Bargaining Agreement are applicable to the work performed under this Article, except as follows:
  - (a) **Foreman's Rate** — Applicable building trades Foreman Rate
  - (b) **Apprentices**. Unlimited number for each job.
  - (c) **Production Workers**. Unlimited number for each job.
  - (d) **Benefits**. All benefits shall be paid on hours worked.
  - (e) In the event that the prevailing wage regulations once again become applicable to school construction work claimed by the Union, the parties will reopen negotiations only for the purpose of discussing this Article. However, at that time, jobs already bid will have the provisions of this Article applicable to it.
  - (f) This Article will not be applicable if all bidders for a project are subject to this collective bargaining agreement. In such event, the Union will, as soon as possible and prior to bidding, fax a notice to each signatory Employer that this Article is not applicable for the project. The Union will utilize its best efforts to gather all information available to determine whether there are any non-union bidders.
  - (g) **Production Worker** — may be hired by the Employer from any source with said duties including, delivery, loading, digging, tamping, storing, distributing materials, tools and equipment, cleaning, video inspection and repair of storm and sanitary service installations and other duties customarily performed by a helper. Wages and benefits to be determined at the sole discretion of the Employer.

## **ARTICLE XXI - SEWER AND DRAIN SPECIALTY AGREEMENT**

This agreement between the Employer and Local Union 396 of Plumbers & Pipefitters, the Union having jurisdiction in all of the cities, municipalities, townships and villages of Mahoning, Trumbull and Columbiana Counties, with the exception of Washington Township, Yellow Creek Township, and the portion of Liverpool Township known as Section 35 and the portion of Liverpool Township known as Section 36 West of County Road No 427, all in the State of Ohio. This Agreement also covers that portion of Grant District of Hancock County in the State of West Virginia, north of a dividing line established by the Union as shown more clearly on a map which will be furnished upon request.

This agreement shall be binding upon the Union, each Member, Employee and thereof, and upon each Employer who, after the date hereof, becomes a party hereto by signing the statement of agreement at the end of this Agreement. Furthermore, in consideration of the mutual desire and intent of the parties hereto to maintain high standards of performance and employment in the trade, the Union agrees to insist upon execution of this agreement and observance of its terms by any Employer who during the term hereof employs Members of the trade.

This specialty agreement is to cover Employers involved in sewer and drain systems. Production workers may be hired by the Employer from any source with said duties including, delivery, loading, digging, tamping, storing, distributing materials, tools and equipment, cleaning, video inspection and repair of storm and sanitary service installations and other duties customarily performed by a helper. Wages and benefits to be determined is the sole discretion of the Employer. The production worker will become a Member of Local 396.

All training and education of the production worker will be obtained through the Employer.

**ARTICLE XXII - TERMINATION/RENEWAL**

- 1.1. This Agreement shall become effective on August 1, 2020 and shall continue in full force and effect through midnight, May 31, 2025. Thereafter, it shall automatically renew itself and continue in full force and effect from year-to-year unless written notice of election to terminate or modify any provision of this Agreement is given by one party, and received by the other, not later than April 1, 2025, or April 1 of any succeeding year following 2025.
- 1.2. In event the signatory employer below is not a member of the Mechanical Contractors Association of Mahoning Valley, any reference written in this agreement shall apply to this Employer.

IN WITNESS WHEREOF, the Parties have affixed their signatures this date.

\_\_\_\_\_  
**By: Wesley Prout**  
**President, MCA of Mahoning Valley**

\_\_\_\_\_  
**For the Union – UA Local 396**  
**By: Timothy Callion**

**Employer:**\_\_\_\_\_

**By:**  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City State Zip**

\_\_\_\_\_  
**Phone: (Area Code)**

\_\_\_\_\_  
**Date**