

# Collective Bargaining Agreement

between the  
**United Association**  
**Local Union No. 725 of Miami, Florida**  
and

Air Conditioning, Refrigeration, Heating and Piping Association, Inc., dba the  
**Mechanical Contractors Association of South Florida**

JULY 19, 2019 - JULY 15, 2022



Coming together is a beginning;  
keeping together is progress;  
working together is success.  
— *Henry Ford*

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# Collective Bargaining Agreement

between the

**Air Conditioning, Refrigeration, Heating and Piping Association, Inc.**

and

**United Association Local Union No. 725 of Miami, Florida**

It is mutually understood that the interests of the public, the Employer and his or her Bargaining Unit Employees (hereinafter referred to as "Employees") and the Union can best be served and progress maintained and furthered in the Air Conditioning, Refrigeration, Heating and Piping Industry only if there is a sound, reasonable and harmonious working arrangement between the Employer and Employee. This Agreement, therefore, is made and entered into by and between the Air Conditioning, Refrigeration, Heating and Piping, Inc. (ACRHP) (hereinafter referred to as "Association" or "MCASF") acting for and on behalf of its members and other contractors represented by the Association (such members and contractors hereinafter referred to as "Employers") who have authorized the Association to bargain on their behalf with full and unequivocal authority to bind them in collective bargaining on a multi-employer basis, and United Association Local Union #725, Miami, Florida of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada (hereinafter referred to as "Union"). MCASF represents the multi-employer bargaining group members in negotiations with Local Union 725 on new collective bargaining agreements, and also represents the Employers in any other matters that may arise throughout the term of this Agreement, including, but not limited to, administration of this Agreement and grievance issues.

WITNESS: The purpose of this Agreement, which is entered into by and between the parties specified above by mutual consent, is: To establish and set forth in this Agreement rules and regulations to govern employment, wages and working conditions of the classifications established herein. To secure skilled journeymen so that the Employer may have sufficient capable Employees with as much continuous employment as possible, thereby preventing waste or delay caused by strikes, lockouts and other labor-management disputes. To encourage closer cooperation and better understanding between the Union, Employers and Employees.

WHEREAS, the Employer is a licensed contractor engaged in activities within the Scope of Work defined by this Agreement;

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

WHEREAS, the parties desire to provide for the training of Employees represented by the Union in the pipefitting, service and maintenance field and to establish a stable and harmonious labor relations environment, in order to ensure that work covered by this Agreement will be performed without unnecessary interruption for the benefit of the individual Employers and the public.

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

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## ARTICLE I: GENERAL DEFINITIONS

**1.01 Duration:** This Agreement is effective July 19, 2019 through July 15, 2022.

**1.02 Association:** The Union and Employees hereby recognize the Association as the sole and exclusive bargaining representative for all Employers. Each Employer who executes this Agreement acknowledges that the Association is their duly authorized and recognized collective bargaining representative and that the Association represents the Employer for the purpose of collective bargaining until specifically revoked in writing 60 days prior to the expiration of this Agreement.

**1.03 Union:** The Association and the Employers hereby recognize the Union as the sole and exclusive bargaining representative for Employees performing work covered by this Agreement.

**1.04 Employee:** The term "Employee" as used herein is defined as a person performing Bargaining Unit work, which is work within the Scope of Work defined by this Agreement. This Agreement shall

govern all employment of Journeymen, Apprentices, Pre-apprentices and other Employees referred by the Union to Employers during the term of this Agreement, except as hereinafter specifically provided.

**1.05 Employer:** The term "Employer" as used herein is defined as a licensed contractor, individual or form of organization engaged in activities within the Scope of Work defined by this Agreement whereas the Employer has employed, now employs and will employ Employees directly, or supervises and directs the work of Employees provided through a subcontracting arrangement on work the contractor or organization has procured. Any such subcontracting arrangement shall be only with another licensed Employer engaged in activities within the Scope of Work, procuring and performing such work on its own account. The term Employer also includes a licensed contractor, individual or form of organization that has signed a national agreement with the United Association, or independent agreement with the Union. The failure of an Employer to comply with the requirements defined herein shall not release the Employer from the terms of this Agreement but shall constitute a violation of this Agreement.

### **1.05 Employer, continued**

**A. Prerequisite for Employers.** The Union shall not permit its members to work for Employers who are not signers of this Agreement, or a national agreement through the United Association, and licensed and actively engaged in procuring and performing business within the Scope of Work as defined in this Agreement.

**B. Employer obligations.** Each Employer who adopts or hires Employees under the terms of this Agreement, whether or not it signs this Agreement, thereby consents to be bound by all terms of this Agreement.

**C. Business entities.** If any Employer controls or operates any other business within the Scope of Work and territorial jurisdiction of the Union, that business entity shall either have a signed Agreement with the Union or this Agreement shall be interpreted as including such business entity under the term Employer.

**D. Payroll Service and Temporary Help Entities.** An Employer may contract with a payroll service company to facilitate the payment of wages and fringe benefit contributions due for Employees that the Employer hires to perform work the Employer procures. The Employer shall be deemed for purposes of this Agreement and the Employee Benefit Trusts to be the employer of such Employees, including for enforcement of unpaid fringe benefit contributions, late payment service fees, liquidated damages, interest, costs, audit charges and attorneys' fees. The Employer's liability for such Employees includes any withdrawal liability for unfunded vested benefits due to the MCASF Local 725 Pension Fund. An Employer shall not use a temporary help firm or other entity to act as an Employer if that entity is not engaged in the procurement and performance of, and is not independently authorized to perform, business within the Scope of Work as defined in this Agreement.

**1.06 Subcontracted work.** Employers shall not subcontract work that falls within the scope of this Agreement to a non-signatory employer.

**A.** The purchase of factory pre-assembled machinery products (such as pump skids, air handlers, etc.) is exempted from this provision; however, the on-site handling, and installation of these products is not exempted.

**B.** If any Employer violates the provisions of this Article, it shall be liable in damages to the Association and the Union, its members and the Employees it represents for any economic benefits, including but not limited to wages and fringe benefits lost to said individuals by virtue of such violation. For the purpose of attempting to establish damages and proving a violation of this Article, the Union shall have the right to inspect all records of the Employer, including invoices, contracts, payroll records and all other pertinent documents for this purpose.

**C.** The Employer, in addition to the above, shall be liable to the Union for all costs incurred by the Union in prosecuting a violation of this Article, including but not limited to reasonable attorneys' fees incurred, legal costs and auditors' fees.

**D.** On jobs, required to comply with state, local, and/or federal laws pertaining to subcontracting to a minority business enterprise an Employer may subcontract to a minority business enterprise, if that Employer has executed this Agreement with the Union for the entire length of that job. Contracts for the length of a particular job will be available only in this instance. Both parties agree that this is in no way a violation of Section 2.09 of this Agreement.

**1.07 Scope of Work / Bargaining Unit Work:** This Agreement shall apply to and cover all Bargaining Unit Work performed by the Employer and all of its subdivisions and branches performing Bargaining Unit Work within the territorial scope of this Agreement. Specifically, Bargaining Unit Work includes, but is not limited to, the installation of all heating, ventilating, air conditioning (HVAC) systems, including equipment and or related piping systems, and the handling of all piping, appurtenances and equipment pertaining to all new construction and

renovation, and residential and service work (as described in the National Service and Maintenance Agreement). Construction projects, including industrial projects such as electrical power generating plants, shall also be deemed to come within the jurisdiction of the Union. Bargaining Unit Work shall also include all items listed in Exhibit A, "Jurisdiction".

**1.08 Union Agents:** The Association recognizes solely the Union's Business Manager and Business Agent(s) as being authorized to act for or on behalf of the Union in any matter whatsoever under the terms of this Agreement. The actions, declarations or conduct of any other person except those herein named, whether performed or made with respect to the Union or not, are not and shall not be considered to be the acts of any officers or agents of the Union and shall not constitute any authorized acts for or on behalf of the Union, nor will the Employer nor the Union recognize these persons as the Union's officers or agents for that purpose.

## **ARTICLE II: TERMS OF THIS AGREEMENT**

**2.01 Non-discrimination.** The Employer and the Union agree there shall be no discrimination against any Employee because of race, color, religion, sex, national origin, disability or for other reasons prohibited by applicable Federal or state law in accordance with the President's Executive Order 11246, as amended, and Title VII of the Civil Rights Act of 1964. Wherever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine gender in all situations where they would so apply. Referrals shall not be based on or in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of Union Membership, policy or requirement.

**2.02 Essential Provisions.** It is understood and agreed by the parties to this Agreement that no provision contained in their Constitution, Bylaws, working rules or regulations will prevent compliance with the terms of this Agreement or shall be considered a part of this Agreement, nor used in interpretation thereof.

**A.** The parties agree that this Agreement is intended to cover all matters affecting wages, hours and other terms and conditions of employment during the term of this Agreement.

**B.** Neither the Association nor the Union shall be required to bargain about any other matters during the term of this Agreement, however, the parties may enter into mutually agreed upon memorandums of understanding, which shall be adopted into the subsequent agreement, following the expiration of this Agreement.

**C.** No new working rules, regulations or stipulations shall be adopted by either party that may conflict with this Agreement during the time of its effectiveness unless mutually agreed to or legally required. The Parties expressly agree that this includes modifications to the wage and benefit schedule, excluding the Union's right to reallocate from wages to benefits, as defined in Section 4.05A. The Parties agree that mutual agreement shall mean written consent by both of the legal representatives of the Parties; the Business Manager on behalf of the Union, and Executive Vice President on behalf of the Association.

**D.** Nothing herein shall be construed as limiting Employee Benefit Trust Funds, as such term is defined in Article XI, nor their respective boards of trustees, in the performance of their duties under the agreements and declarations of trust, and plan documents for each and/or all of the Employee Benefit Trust Funds.

**E.** The parties agree that the breach of any provision of this Agreement constitutes a substantial breach of this Agreement. The parties agree that, upon a breach of any provision of this Agreement, either party may, at its option, seek enforcement that

it deems appropriate by judicial determination or by other judicial relief, or it may submit the violation in accordance with the Grievance and Arbitration Procedure outlined in Article X.

**F. Special Opening:** Any part of this Agreement may be opened during the term of this Agreement only upon joint consent in writing, and the consent shall specify the limited subject matter to be negotiated in the opening. The Union shall notify Employees of any agreed upon modifications and the Association shall notify all Employers of any agreed upon modifications.

**2.03 Legal Compliance.** It is the intent of this Agreement to comply with all Federal and State laws. Nothing in this Agreement shall be construed as being in contravention of the Constitution of the State of Florida, as amended, the laws of the State of Florida, or any law, rule, or executive order of the United States.

**2.04 Savings and Severability Clause.** If any term or provision of this Agreement is, at any time during the life of this Agreement, in conflict with any law, such term or provision shall become invalid and unenforceable. In the event that this should occur, the Union and Association shall meet and bargain in good faith over the affected term or provision. Either party to this Agreement shall have the right to address any such issue in question by giving the other party thirty (30) days written notice. Such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

**2.05 Renewal of Agreement.** This Agreement shall remain in effect through and including **July 15, 2022** and, will renew, for successive one year periods thereafter, unless and until such time as a successor collective bargaining agreement is negotiated. If, at the end of this Agreement, either party desires to open the Agreement, it shall notify the other party in writing at least sixty (60) days before the end of this Agreement, or before the end of any one (1) year renewal period.

**2.06 Labor Management Committee.** Two (2) people from the Union and two (2) people from the Association will meet periodically to discuss contract language, cleaning up of unresolved language changes and to put the Agreement in proposal order. This Labor Management Committee will meet periodically throughout the life of the Agreement to address changes necessary to retain or gain industry share.

**2.07 Union Mergers.** If at anytime during the term of this Joint Agreement, U.A. Local Union #725 should merge with any other Union, the Association may, at its option, terminate this Agreement.

#### **2.08 Favored Employer and Favored Nations**

**A. Favored Employer.** In the event the Union hereafter enters into any agreement with any Employer engaged in Bargaining Unit Work, then the Union shall immediately provide the Association a copy of the agreement. The Association shall have the option to adopt the terms of that agreement, or parts thereof, entered into by the Union and such other Employers covering only that particular type of work. This Agreement shall thereupon be deemed amended accordingly.

Provided, however, the Union may, under its Metal Trades Charter, negotiate and execute agreements with Employers performing work that is primarily non-jobsite that may contain clauses different than this Agreement. In the event this occurs, an Employer signatory to this Agreement shall not be entitled to incorporate the provisions of such other agreement into this Agreement, but he shall have the right to sign the Metal Trades Charter Agreement in addition to this Agreement.

**B. Favored Nations.** In the event the Union negotiates a more favorable economic package with any other association or individual employer, the Employers signatory to this Agreement shall be entitled to adopt that more favorable economic package by reducing the basic hourly wage by the difference in cost for each classification contained in the Wage & Benefit Schedule in Exhibit D of this Agreement. For purposes of this section only, the economic package shall be defined as the total hourly costs (wages & benefits) as provided in the Wage and Benefit Schedule of this Agreement, including Local Union 725 dues and MCASF dues.

**2.09 Project Agreements.** Notwithstanding Section 2.08 of this Agreement, should the Union negotiate a Project Agreement (i.e. an agreement limited to a single project), the terms and conditions of that Project Agreement shall be available to all Employers that are bidding that project. The Union shall immediately provide the Association a copy of each Project Agreement.

**2.10 UA National Agreements.** A signer of this Agreement, whose place of business is located within the territorial jurisdiction of the Union, shall have the same bidding privileges against an Employer signatory to any UA national agreement.

**2.11 UA Standard for Excellence Policy.** The Union and the Association agree, on behalf of their respective members bound hereto, to abide by the UA Standard for Excellence policy, included as Exhibit B.

### **ARTICLE III: JURISDICTION & UNION SECURITY**

**3.01 Jurisdiction.** The geographical jurisdiction covered by this Agreement shall be Miami-Dade, Broward and Monroe counties, Florida, and other areas so designated by the United Association, including joint jurisdiction in Collier, Lee, Charlotte and Sarasota counties for unlimited HVACR service and new installation up to 100 tons, as memorialized in the UA Agreement for Jurisdictional Reorganization for Southwest Florida.

**A.** If, during the life of this Agreement, changes are made in the jurisdiction of Local 725, this Agreement will apply to all projects within the new jurisdiction so designated by the United Association.

**B.** An Employer, when performing Bargaining Unit Work outside of the jurisdiction, shall pay its Employees the applicable taxable wage rates contained in the Wage and Benefits Schedule in Exhibit D of this Agreement, or the applicable taxable wage rates of the United Association Local Union in the area the Employer is working, if that rate is higher. All other terms and conditions of this Agreement, including but not limited to payment of fringe benefits, shall be adhered to by the Employer when performing work covered under this Agreement outside of the jurisdiction.

**C.** In addition to the above, the Union and the Association agree on behalf of their respective members and Employers bound hereto, to abide by the Freedom of Movement Agreement adopted by the Florida Pipe Trades Council, included as Exhibit C.

**3.02 Jurisdictional preservation.** In no case shall the Union enter into any agreement with any member of the Building Trades Council or any other Local Union within the Union's jurisdiction that gives up trade or craft jurisdiction as set forth in this Agreement.

**3.03 Trade or craft disputes.** It is understood that a trade or craft dispute in a United Association Local Union or between two or more United Association Local Unions shall be adjudicated and decided in accordance with the procedure established in Section IV of the Constitution of the United Association.

**3.04 Jurisdictional disputes.** There shall be no work stoppage because of jurisdictional dispute.

**3.05 Jobsite access.** Authorized Union representatives shall have access to jobsites where Employees are working, provided that they comply with customer and jobsite rules and they do not interfere with the Employees or cause them to neglect their work.

## ARTICLE IV: ECONOMIC PACKAGE

**4.01 Changes in work classification.** Employees working at their current classification shall remain at their present wage scale and will not take a reduction in pay, and shall receive all increases at the applicable rate. Whenever an Employee changes Employers, the new wage scale shall then become effective. Whenever a change in classification, fringe benefit contribution rates and requirements, or wages occurs, (R-2 to R-1 Journeyman or A-1 to A-2 Apprentice, etc.) it shall be made effective commencing with the next payroll period or fringe reporting period.

**4.02 Journeymen.** There shall be five (5) Journeyman wage classifications, R-1, R-2, R-3, R-4 and R-5, as covered in the Wage and Benefits Schedule, Exhibit D:

**R-1**

**R-2:** 80% of R-1

**R-3:** 65% of R-1

**R-4:** 55% of R-1

**R-5:** \$2.00 per hour above R-1 Rate

**4.03 Journeymen continuing education.** In order to provide for the betterment of the unionized sector of the industry by continuing the education of Employees in the midst of ever-changing technology, the parties hereby agree that all Journeymen shall be required to attain at least seven (7) hours of continuing education units (CEUs) during the twelve month period ending June 30th of each year. (CEU Year) (CEU Requirement).

### **A: Accredited training**

i. Only skills-based classes approved by the JATC shall count toward meeting the CEU Requirement.

ii. All training offered by the training center promoted as "meets the CEU Requirement" shall qualify.

iii. In addition, Employees may appeal to the JATC Board of Trustees for approval of seminars and courses that were sponsored and/or offered by an Employer, equipment manufacturer, governmental agency, or labor organization. Requests for approval must be made using the form provided on the training center website, and must be submitted within one month of the date the training was held. JATC approval or disapproval will be final.

iv. By August 1st each year, the Training Coordinator shall post on the training center website a schedule and description of CEU classes that will be held before June 30th the following year. At minimum, 50% of the Journeymen continuing education classes will be held on a weeknight.

v. It is the Employees' responsibility to register for continuing education classes.

vi. To ensure that continuing education supports the Employers' efforts to win and/or retain business, Employers may select the continuing education classes that their Employees are required to attend provided that the selection is made and the Employee is notified in writing on or before September 1st of each year. If the Employee is not provided with written notification of his Employer's selection by September 1st, the Employee may then select accredited training to meet the CEU Requirement during that CEU Year.

vii. Employees may not repeat a class taken in the prior CEU Year without approval of their supervisor or Employer, excluding classes that must be taken annually to meet Journeymen licensure requirements

**B: Recordkeeping.** The Training Coordinator shall maintain a record of all CEUs completed by each Employee. On the last weekday of each month, the Training Coordinator shall post on the training center website a report of all Employees and the number of continuing education hours obtained by each, and the remaining number of hours of training required to meet the CEU Requirement during the CEU Year.

ii. The Union, in the member database it shares with the training center, shall maintain their records to indicate the CEUs earned by each Employee. When an Employee is on the out of work list, the list shall indicate whether or not the Employee met the CEU Requirement in the prior CEU Year, and the number of CEUs earned since the close of the prior CEU.

iii. Upon request, the Training Center shall provide Employers with a report of the actual classes their current Employees have attended, or an Employee on the out of work list has attended. Under no circumstances shall an Employer be provided with a report of training earned by an Employee who is currently employed by another Employer.

**C: Satisfaction of requirement.** Should a Journeyman fail meet the CEU Requirement prior to June 30th of each year, that Journeyman shall not receive any scheduled wage increase provided for under this Agreement. Under no circumstances will an Employee who has not met the CEU Requirement receive a scheduled wage increase either by his current Employer, or any signatory Employer, until the requirement has been satisfied and the next regularly scheduled monthly record of CEUs completed by each Employee has been posted on the training center website.

### **4.04 Employment After Normal Retirement at Age 65.**

An Employee who is age sixty-five (65) years or older who elects to continue to work as an Employee and receive a normal retirement benefit shall have all Employee Fringe Benefit contributions under Article XI and all other contributions and payments required by this Agreement paid on their behalf in accordance with the terms of this Agreement.

### **4.05 Payment of fringe benefit contributions.**

**A. Reallocation.** If at any time, the Union wants any money moved from taxable wages to fringe benefits, it may be done if thirty (30) days notice is given to the Association.

**B. Fringes on overtime hours.** On any overtime hours worked, the fringe benefits shall be paid at the applicable overtime rates. However, contributions to the International Training Fund (ITF) and the JATC Trust shall be paid on hours worked.

**C. Pre-apprentice fringes.** There shall be no fringes paid on Pre-apprentices, except JATC Trust contributions. If a Journeyman or Apprentice volunteers to work in this category with the approval of the Union due to unfavorable economic conditions they shall be paid all fringes that would normally be paid for their benefits.

**D. Education contributions.** The Employer shall pay the JATC Trust contribution on all Employees referred by the Union.

**E. Fringe Benefit Reserve Contribution:** The Fringe Benefit Reserve Contribution shall apply to all Journeymen and shall be paid on hours paid.

**4.06 Elective contributions for the MCASF Local 725 Defined Contribution Trust Fund.** Eligible Employees may elect to change, start or stop their contributions to the Defined Contribution Retirement Trust Fund according to the rules established by the Trustees.

**4.07 Payroll deductions.** Employees may elect to have a payroll deduction from the taxable wages after income tax and social security deductions have been made from the Employee's gross wages. If requested by the Employee, the Employer will deduct the monies so designated by the Employee and forward that amount to the institutions designated by the Union. A thirty (30) day notice shall be given to the Employer as to where the deduction is to be paid. The amount of the deduction shall be determined by the Employee and may be changed annually upon request of that Employee.

**4.08. Wages and Benefits.** The Wage and Benefit Schedules of this Agreement sets forth the wages and benefits for employees covered by this Agreement.

**A. Year one, effective July 19, 2019 through July 15, 2020:** \$1.45 total package increase for the R1 Journeyman classification, with appropriate percentage application for other classifications. This shall include:

- A wage increase of \$1.15.
- \$.15 increase to the Defined Benefit Pension Fund for all Journeymen, and 4th and 5th year apprentices.
- \$.05 allocated to the JATC to fund enhanced Journeyman training programs.
- \$.10 for the members to use to pay for the UA Organizing Fund contribution.

**B. Year two, effective July 16, 2020 through July 15, 2021:** \$1.30 total package increase for the R1 Journeyman classification, with appropriate percentage application for other classifications. This shall include:

- A wage increase of \$1.15.
- Additional \$.15 increase to the Defined Benefit Pension Fund for all Journeymen, and 4th and 5th year apprentices: (\$.30 combined increase years 1 and 2).

**C. Year three, effective July 16, 2021 through July 15, 2022:** \$1.30 total package increase for the R1 Journeyman classification, with appropriate percentage application for other classifications. This shall include:

- A wage increase of \$1.15.
- Additional \$.15 increase to the Defined Benefit Pension Fund for all Journeymen, and 4th and 5th year apprentices. (\$.45 combined increase years 1, 2 and 3).

## ARTICLE V: ASSESSMENTS

### 5.01 Union working assessment check off.

**A.** The Employer agrees that upon receipt of a valid authorization for the working assessment check off signed by an Employee covered by this joint Agreement and complying with Section 302 of the National Labor Relations Act, the Employer shall deduct weekly from said Employee's wages such working assessment as are required by the Union of its members or members of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO, who have been referred from the Union, so long as such authorization for check-off is valid and in effect and not revoked by the Employee.

**B. Check off amount.** The parties agree that the amount of the working assessment that the Employer shall check off, which has been duly established by the Union, shall be an amount equal to two percent (2%) + \$0.30 per hour worked of the Employee's weekly gross wages and that if that amount is subsequently changed by action of the Union, the Employer will check off the amount

required by the change, provided the Union sends to the Employer a letter duly signed by the Union's President and Business Manager/Financial Secretary-Treasurer attesting to the change and giving the Employer at least thirty days (30) to comply, provided that the authorizations and the purposes for the check off conform in all respects to the requirements of Section 302 of the National Labor Relations Act, as amended. As consideration of the bookkeeping expenses involved in such check off, the Union agrees to indemnify and hold the Employee and his/her Employer harmless from any actions growing out of these deductions commenced by any Employee or any governmental agency against the Employer and assumes full responsibility for the disposition of the funds so deducted once they have been paid to the Union.

**5.02 MCASF Dues.** The Association shall provide for its members training and representation in all matters that pertain to labor management. No part of the funds of the MCASF shall be used for lobbying in support of anti-labor legislation or anti-labor litigation or to subsidize Contractors by the payment of monies to them in connection with legal work stoppages or strikes against such Contractors.

**A. Rate.** The Employer agrees to pay a contribution to the Association for each hour worked by all classifications except first year Apprentices and Pre-apprentices as specified on the Wage and Benefit Schedule (Exhibit D). The Association reserves the right to adjust the dues contribution amount at any time during the term of the Agreement, provided that notice is sent to Employers at least thirty (30) days prior to the effective date.

**B. Bonding.** Contributions to the Association shall be secured by Employer bonds as described in Article XI.

**C. Bylaws.** Signatory Employers agree to be bound by the Association bylaws, as may be amended and revised.

**D. Reporting.** Contributions shall be reported on reporting forms approved by the Boards of Trustees of the Employee Benefit Trust Funds and shall follow the same payment due period and delinquency fines and penalties as outlined in Article XI.

## ARTICLE VI: WORK CLASSIFICATIONS

**6.01 Journeymen.** There shall be five (5) classes of work being performed by Journeymen. At the time of referral, all Journeyman Employees will be assigned to one specific classification of work. The Employer shall pay the wage rate for that specific classification or higher.

**R-1:** Commercial unlimited, all piping systems over one-hundred (100) tons.

**R-2:** Commercial limited, piping limited, all air conditioning systems refrigeration, piping up to one-hundred (100) tons.

**R-3:** Commercial air conditioning, refrigeration, ice machines, self contained and split systems up to fifty (50) tons.

**R-4:** Unlimited residential and light commercial up to ten (10) tons.

**R-5:** Industrial: electrical power generating plants. The term "Industrial Scale" as used herein is defined as qualifying work done on electric power generating plants. No Employee will receive the Industrial Wage unless the Union is issuing referrals on that Industrial Job.

**6.02 Supervision.** The selection of craft Foreman and General Foreman shall be the responsibility of the Employer.

**A. Foremen.** On any construction job requiring less than five (5) Journeymen, it is left to the Employer's discretion to designate a Journeyman Employee to take charge and, if designated, he shall be paid at the Foreman's rate of pay. A Foreman shall be required on any air conditioning job of one-hundred and fifty (150) tons or over. On any construction job that requires the services of five (5) or more Journeymen, one of the five (5) shall be designated by the Employer as a Foreman and shall be paid at the Foreman's rate of pay while so acting.

**B. General Foremen.** No construction Foreman may supervise at the same time more than one job that requires a Foreman. At the Employer's discretion, one Foreman may supervise up to nine (9) Journeymen. Should additional Journeymen be required, an additional Foreman shall be designated. When three (3) Foremen are required, the Employer shall designate a General Foreman who shall assume the duties of supervising the Foremen and shall be paid at the General Foreman's rate of pay. A General Foreman may supervise up to five (5) Foremen.

**C.** No one shall direct Apprentices, Journeymen, Foremen or General Foremen except their immediate supervisor. Only United Association Union members and Employers can direct a Journeyman or Apprentice member of Local Union 725.

**6.03 Apprentices.** There shall be a work classification known as Apprentice governed by this Agreement. Apprentices may perform any work of the trade, limited only by their capabilities, and licenses provided that they are under the direction of a Journeyman.

**A. Apprentice ratios.** All shops regularly employing Journeymen may employ Apprentices as follows:

Service R-I ratio: 1 Journeyman to 1 Apprentice  
Construction R-I ratio: 1 Journeyman to 1 Apprentice  
R-2, R-3 & R-4 ratio: 1 Journeyman to 1 Apprentice  
Industrial R-5 ratio: 2 Journeymen to 1 Apprentice

**B. Apprentice supervision.** Each Apprentice shall be under the supervision of the JATC until his or her training is satisfactorily completed. The JATC shall act as an arbitration board to settle any complaint or dispute between an Employer and an Apprentice.

**C. Apprentice selection.** Selection of Apprentices and the administration of the local apprenticeship system shall be governed by the terms and procedures established by the JATC.

**D. Apprentice wages.** Apprentices wages shall be as follows:

1st year Apprentice: 40% of R-I Journeyman wages  
2nd year Apprentice: 45% of R-I Journeyman wages  
3rd year Apprentice: 55% of R-I Journeyman wages  
4th year Apprentice: 60% of R-I Journeyman wages  
5th year Apprentice: 75% of R-I Journeyman wages

The parties hereby clarify that if any portion of the R-I Journeymen wage is reallocated from wages to benefits, apprentice wages shall be based upon R-I Journeyman wages prior to the reallocation.

**E. Apprentices with Journeyman license:** Add \$1.00 per hour premium pay for Apprentices who hold a Journeyman license. Proof of license must be provided by Local Union 725 upon referral / effective date.

**F. Apprentice Certification Program:** Apprentices may earn an additional \$.50 per hour premium pay, in effect throughout their apprenticeship, for completing a skills-based Apprentice Certification Program that has been approved by the JATC, the Union and the Association. Such programs shall exclude requirements included in the standard apprenticeship curriculum (recognizing that those requirements are subject to modification from time to time by mutual agreement of the JATC, the Union and the Association).

The Training Center shall notify Employers when an Apprentice in their employ enrolls, attends and completes a Certificate Program. Upon successful completion, the Training Center will provide the Apprentice and Employer with the Apprentice's completion certificate, which will be retained in the Apprentice's permanent record. The Union Hall will re-refer out the Apprentice with a \$.50 per hour wage increase that shall remain in effect until the Apprentice completes his Apprenticeship.

The following two Apprentice Certification Programs have been approved prior to the execution of the parties' Agreement commencing 2019:

**i. Customer Service Certification:** A three-part course comprised of no less than 18 hours of classroom training held on Saturdays, covering a comprehensive program presented by instructors agreed to by the Parties. Apprentices must attend the entire day of training as a prerequisite to attend the next training day.

**ii. TIG Welder Certification:** A seven-week program that culminates in the Apprentice successfully passing the UA / National Certified Pipe Welding Bureau (NCPWB) Qualification Test for Gas Tungsten Arc Welding (GTAW) weld process.

Additional Apprentice Certification Programs shall be memorialized into a signed Memorandum of Understanding and thereby incorporated into the CBA.

**6.04 Pre-apprentices.** There shall be a work classification known as Pre-apprentice.

**A. Service.** In service, a Pre-Apprentice's duties shall be as follows:

1. Clean condensate pans and drains.
2. Filter changing or cleaning, including filter routes.
3. Repair tool(s) and shop equipment.
4. Tower and coil cleaning.
5. General house cleaning.
6. Delivery and truck driving of parts or equipment trucks.
7. In residential service up to five (5) tons, he shall be allowed to perform all work (as defined by the *National Service & Maintenance Agreement*) limited only by his capabilities.
8. Install and service residential appliances.

**B. Construction.** In construction, a Pre-Apprentice's duties shall be as follows. In no case shall a Pre-apprentice work with power lifts and rigging (except truck lift gates).

1. Load, unload and distribute tools, materials and equipment.
2. Perform all general house cleaning tasks assigned to him (clean up, paint, etc.)
3. Drill holes, knock holes as assigned by Journeymen.
4. Cut all thread rod.
5. Hang pipe up to 2" (no assembly).
6. Clean copper pipe and fittings.
7. Clean PVC pipe and fittings.
8. Tighten bolts, clean bolts and flanges.
9. Patch holes, grout equipment.
10. Prepare or pack sleeves and inserts.
11. Install individual (DX) air conditioning units up to five (5) tons in residential tract housing (pre-charged tubing only).

**C. Pre-apprentice ratios.** In order to hire any Pre-apprentices, an Employer should first have at least one Apprentice. In the event of a layoff of Pre-apprentices and Apprentices, Pre-apprentices shall be laid off first in order to insure continued Apprenticeship training.

**D. Pre-apprentice ratios, Commercial construction.** The ratio of Pre-apprentices for Commercial construction work shall be controlled by the Business Manager and Business Agent(s) of the Union. Apprentices have priority over this classification.



**6.05 Pre-apprentice B.** There shall be a work classification known as Pre-apprentice B.

**A.** A Pre-apprentice B shall not be restricted or prohibited from doing any work of the trade provided that they are under the direction of a qualified Journeyman.

**B.** However, upon referral as a Pre-apprentice B, the Employee must complete and submit an ARPEC application within fourteen (14) days. If a Pre-apprentice B fails to submit a completed ARPEC application within this period of time, then he or she shall be automatically reclassified as a Pre-Apprentice more fully described in Section 6.04 hereof. A Pre-apprentice B may work within the Pre-apprentice B classification up to two years from the date of his referral in that classification. If, at the end of these two years, the Pre-apprentice B is not enrolled in ARPEC, they must be reclassified to Division or Building Trades Journeyman.

**C.** Job Foremen shall be responsible for determining the Pre-apprentice's category (standard Pre-apprentice or Pre-apprentice B) and ensuring that the Employee is referred out appropriately.

**D. Pre-apprentice B ratios (construction).** 1 Journeyman to 1 Apprentice to 1 Pre-apprentice or 1 Pre-apprentice B.

## ARTICLE VII: WORK RULES AND CONDITIONS

### 7.01 Hiring Procedures.

**A. Referrals.** In the referral of applicants, the Employer shall be the sole judge of the number of Employees required, except where other specified ratios are spelled out in the Agreement, which shall prevail over this Section.

**B.** When any Employer is performing Bargaining Unit Work that comes within the territorial jurisdiction of the United Association as set forth in its Constitution and within the jurisdictional territory of the Union, the Employer agrees to call the Business Agent of the Union for Employees.

**C.** Employers shall not hire any Foremen, General Foremen, Journeymen, Apprentices, Pre-apprentices or Maintenance Tradesmen who do not have a referral slip from the Union. There shall be no solicitation of jobs in the Union's jurisdiction.

**D.** Employees, at the time of referral from the Union, shall be designated on their referral by one of the work classifications listed in Article VI or the National Service & Maintenance Agreement.

**E.** Employers shall retain the right to reject any applicant referred by the Union.

**F.** When licensing and or specific project credential requirements are required by law, those Employees having such licenses shall have preference to jobs. When Employers call for Journeymen with specific licenses or specific project credential requirements, it shall be the Union's responsibility to monitor that all Journeymen referred meet the specific requirements requested by the Employer.

**G.** If the Union is unable, after 48 hours (excluding Saturdays, Sundays and holidays), to furnish the Employer with sufficient qualified Employees, the Employer is at liberty to obtain Employees elsewhere. Such Employees shall be employed under the terms of this Agreement and shall be registered with the Union and referred under the Union's procedure. Regardless of whether or not a shortage of Apprentices exists, an Employer may hire Apprentices only through the Union.

**H. Employee transfers.** Employees covered by this Agreement shall not be transferred by one Employer to another except through the Union. The Union shall not transfer any employee from one Employer to another, except for due cause and after notification to and acquiescence by the Employers concerned. This shall include joint venture Employers.

**7.02 Termination.** Employees may only be terminated for just cause. Upon termination, the Employer shall make out a notice of termination slip on a triplicate form agreed upon by the Union and the Association, noting the reason for termination. A copy of the completed termination form shall be given to the Employee and to the Union and the original shall be retained by the Employer.

### 7.03 Work hours.

#### A. Regular hours.

**i) Service and Maintenance.** Eight (8) consecutive hours per day shall constitute a standard work day with a flexible starting time between 6:00am and 10:00am forty (40) hours per week, five (5) consecutive days, Monday through Saturday, shall constitute a week's work or as mutually agreed to by the Employer and the Union. By mutual agreement between the Employer and the Union, the standard work week can be established to consist of four (4) consecutive ten (10) hour days. The Employer shall determine for any Employee the starting and quitting time of a normal established work day of eight (8) hours (or ten [10] hours when applicable) with an unpaid lunch period not to exceed one (1) hour.

**ii) Construction.** Eight hours shall constitute a day's work. A regular work day shall consist of eight (8) consecutive hours between the hours of 6:00am to 5:30pm, Monday through Friday (excluding one half hour for lunch). Sufficient time will be allotted before the end of the workday to pick up and secure the Employer's tools and materials. A job may go on a scheduled four (4) consecutive ten (10) hour day work week at the straight time wage rate when mutually agreed upon by the Employer and the Union, and the Federal Law allows.

**B. Overtime.** It is agreed that overtime is undesirable and not in the best interest of the industry or the craftsmen. Therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances demand overtime, such overtime will be kept at a minimum. Overtime wage rates shall be paid after forty (40) hours in a given work week and for all hours worked in excess of a regular work day as provided in this section.

**i. Service.** All service overtime will be at time and one-half.

**ii. Construction.** All construction overtime will be at time and one-half, with the exception of Sundays and holidays, which will be at the double time rate.

**C. Holidays.** The following holidays, if worked, shall be paid for at the applicable rate set forth in the Wage & Benefits Schedule (Exhibit D). New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Should any of the above-named holidays occur on Saturday, the preceding Friday will be observed as the holiday. Should any of the above-named holidays occur on Sunday, the following Monday will be observed as the holiday. No work should be performed on Labor Day or Christmas Day, except emergency service.

**D. Service stand-by.** It is recognized by the Employees and Employers that for the mutual benefit of our industry, as well as the interest of preserving Union service work, Employees shall be available to serve on stand-by to meet the needs of the customer.

**i. Stand-by schedule:** The Employer shall post advanced notice of the Employees who will be assigned to stand-by duty. Any Employee who cannot meet his assignment shall notify the Employer prior to the next stand-by time period. The Employer shall endeavor to distribute stand-by assignments and service calls equitably, and to the extent possible, accommodate the wishes of the Employees. Apprentices may stand-by for service calls except on designated school nights.

**ii. Stand-by pay:** The Employee shall receive one (1) hour stand-by pay for each weekday evening, or two (2) hours stand-by pay for each weekend day and holiday. Stand-by pay is the Employee's applicable hourly taxable wage, and does not include fringe benefits.

**iii. Payment for hours worked:** If an Employee assigned to stand-by duty is called out to work for more than one (1) hour on a weekday, or two (2) hours per day on a weekend day or holiday, the Employee shall be paid for those work hours at the applicable hourly taxable wage, including fringe benefits, in accordance with the terms of this Agreement, and stand-by pay shall not apply. If an Employee on standby is called out to work for less than one (1) hour on a weekday, or less than two (2) hours per day on a weekend day or holiday, the standby pay shall be converted to pay for work hours at the applicable hourly taxable wage, including fringe benefits, in accordance with the terms of this Agreement.

**iv. Travel time on Stand-by:** If called out to duty, the Employee shall be paid for round trip travel time from his point of origin to the job site for actual commuting time using the most efficient route. Travel time on stand-by is paid at the Employee's applicable straight time hourly taxable wage and does not include fringe benefits.

**v. Stand-by on scheduled work day:** If an Employee is assigned to stand-by after completing his work for the day he shall also receive stand-by pay, in accordance with items ii and iii.

**E. Service replacement.** For the purpose of this Agreement, service replacement consists of adding to, changing, or replacing existing major components in an existing building.

**F. Test and balance and start-up.** Test and balance and start-up as part of service replacement shall be paid at service rates and conditions. The rate of pay shall conform to the Wage & Benefits Schedule (Exhibit D) for this Section. Any overtime will be paid at the time and one half (1½) rate of pay only.

**G. Start-up and stand-by.** Start-up and stand-by is not required unless at the customer and/or Employer's request, but if required, it must be manned by a qualified Journeyman. All shift work and overtime pay shall be paid when applicable.

**H. Show up time.**

**i. Incomplete work day.** When an Employee reports for work at the request of the Employer, or is referred to the Employer from the Union, or reports for work in regular course when not notified not to do so before the end of the last preceding work day, and for whom no work is provided, he shall be paid for two (2) hours of working time at the prevailing rate of pay. When an Employee reports for work and for whom work is provided, he shall receive not less than four (4) hours' pay, and if more than four (4) hours are worked in any one day, he shall receive no less than a regular work days pay. If, however, failure to work a regular work day is the result of acts of the Employee or circumstances beyond the Employer's control, the Employee shall receive pay for the hours actually worked.

**ii. Inclement weather (construction).** An Employee reporting for work at the regular starting time at a shop or a job, and for whom no work is available due to weather conditions, shall receive one (1) hour's pay for reporting time, unless he has been notified before leaving home not to report, but may be held on the job for one (1) hour by the Employer. If work is started, he shall receive not less than four (4) hours' of pay, but may be held on the job for four (4) hours by the Employer. If work resumes following the lunch break and is stopped because of weather conditions and Employees are released, they shall receive not less than six (6) hours' pay. If work resumes after 2:30pm and is stopped because of weather conditions and Employees are released, they shall receive not less than a full day's pay. The Employer shall have the sole responsibility to determine availability of work due to weather conditions. If an Employee stops working on his own, he shall be paid only for the hours he actually worked.

**I. Emergency shutdown.** When an Employer considers it necessary to shut down a job to avoid the possible loss of human life, or because of an emergency situation that could endanger the safety of an Employee, the Employee shall be compensated for actual time worked.

**J. Parking and transport time.** When free parking is not available within four (4) blocks of a construction job, it will be the obligation of the Employer to provide parking within four (4) blocks of a construction project. If parking must be at a further distance than the above stated, the Employer will then have to provide transportation from the established parking area to the job. In the event free parking is not available within four blocks of a construction job and an established parking area is designated with the Employer providing transportation from the designated parking area to the jobsite, and Employees are required to be on the jobsite at 8:00 am. (or other predetermined starting time), an equivalent to the amount of "transport" time from designated parking area to the jobsite shall be subtracted from the designated quitting time for the return "transport" time. The "transport" time shall be established at the job commencement by mutual agreement of Labor and Management.

**K. Shift work.** When elected by the Employer, multiple eight (8) hour shifts may be worked on a temporary basis. When two (2) or three (3) shifts are worked, the first eight (8) hour shift shall be the day shift and shall be paid at the straight time hourly rate of pay. The second and third eight (8) hour shifts shall each be paid at 15% above the applicable rate. Shift work shall be for a minimum of five (5) consecutive days.

**7.04 Payment of wages and benefits.** Payday shall be once each week on the third workday following the end of the weekly payroll period. Employees are to be paid before the end of their regular shift. Payment shall be in US currency, local check accepted by the Union, payroll check guaranteed by the local bank upon which the check is drawn, or by electronic direct deposit to the Employee's authorized account. When Employees are laid off or discharged, they shall be immediately paid all monies due. Any Employee who, upon his own decision, terminates his employment, shall be paid at the next scheduled time of payment, by mail or at the office of the Employer making payment. Any Employer issuing checks to an Employee shall be liable for actual costs of any penalties in the event the check does not clear due to any Employer error or the Employer's bank's error.

**7.05 Moonlighting.** No Employee shall perform work covered by this Agreement on his own account. If an employee performs work on his own account, or uses equipment, parts, tools or materials belonging to the Employer, the Employee may be assessed damages of no less than \$1,000 and or suspended a minimum of a year from work for any Employer. No Journeyman or Apprentice member of the Union shall be allowed to contract any work falling within the jurisdiction of the Union without signing this Agreement.

**7.06 Tools.**

**A. Employee-provided tools.** Employees performing service or maintenance work may be required to furnish their own hand tools. Employee-provided hand tools shall not exceed fourteen (14) inches in length. No Employee may lend or lease his car, truck, welding or power equipment to his Employer. Tools supplied by the Employee to the Employer that are broken, damaged, or stolen, shall be repaired or replaced by the Employer. All service Employees shall furnish the Local Union Business Manager and the Employer a written, itemized inventory on a standard form mutually agreed on by the Union and the Association, of all hand tools furnished by the Employee. The Employer shall have the right to limit the value of all hand tools furnished by the Employee.

**B. Employer-provided tools.** Pipe threading and pipe cutting tools, vises, welding torches, power tools and instruments for measuring temperatures, pressure, air velocities, voltages, amperages, etc., shall not be deemed hand tools and shall be furnished by the Employer. Employees shall be responsible for tools and instruments supplied by the Employer, provided mutual security arrangements are made in the form of locked tool boxes, etc., and the Employee has signed an inventory slip. Cases of carelessness or negligence, in disregard of the preceding sentence, shall be cause for referral to the Joint Labor Management Committee. Establishment of such carelessness or negligence shall make the Employee liable for replacement of lost tools and shall be cause for termination. Tools that are stolen must be reported to the police, and a report of said incident must be recorded. The Employee shall account for all tools, issued properties and materials belonging to the Employer upon termination of employment, provided Employee has signed an inventory slip.

**7.07 Shop Stewards.** The Union shall have the right to appoint a Steward at any shop or job where workmen are employed under the terms of this Agreement.

**A.** A Steward shall be a qualified workman performing work of his craft and shall exercise no supervisory functions. The Employer or his representative shall be consulted and then notified in writing regarding such appointment. The Steward shall notify the Business Manager or Business Agent(s) and the Employer or their representatives immediately of any condition that may lead to trouble, such as walk-offs, stoppage of work or other causes detrimental to the job. He shall not cause nor encourage a stoppage of work under any circumstances. It is understood that such Steward's duties shall not include any matters relating to referral, hiring or disciplining Employees. No Steward shall be discriminated against because of the faithful performance of his duties as Steward. However, in the case of a reduction in work force, this Article is not intended to force the Employer to retain the Steward if his services are not as valuable as other persons in his employ.

**B.** When a Steward is temporarily transferred, the Union may appoint an acting Steward for a period not to exceed three (3) working days.

**C.** The Steward may be discharged only for reasonable cause. If the Union has reason to believe an Employer has discharged a Steward in violation of this Agreement then it shall be brought forth before the Labor Management Committee as outlined in the grievance procedure contained in Article X of this Agreement. If it is determined that the Employer has in fact discharged the Steward in violation of the provision, then the Union may withdraw all of its men from the Employer and such action will not be considered a strike under Article IX.

**7.08 Employee identification exams.** When an Employee is required by the Employer to undergo any kind of examination including fingerprinting, photographs, etc., the Employee shall receive pay at the regular wage rate established by the Agreement for the time required for such routine. Any polygraph examinations shall be given upon mutual consent of the Employee and the Employer.

**7.09 Anti-noise laws.** When an enacted state, city or county anti-noise law is in existence whereby it affects any work covered by this Agreement, Employees shall only receive pay for hours actually worked, at the established rates. If any anti-noise law becomes a problem on any job or project, this problem shall be referred to the joint Labor Management Committee for a solution.

#### **7.10 Travel Time.**

**A.** All travel time in excess of reasonable commuting time before and after an Employee's normal work hours shall be paid for at the straight time rate and such travel shall not be considered hours worked.

**B.** Reasonable commuting time shall be that time required for the Employee to travel to their first job assignment and back from their last job assignment that is within a 50 mile radius or one-hour drive time of a dispatch point (normally the Employee's residence, the Employer's local office or a designated point to which the Employee is regularly assigned).

**C.** When an Employer requires an Employee to travel on a weekend or holiday in order to be at his assigned jobsite the next day, he shall be paid for actual travel time at one and one half (1½) times their current straight time hourly rate of pay.

**D.** There shall be no fringes paid on travel time, however, travel time during the scheduled work day between job sites, to secure supplies and materials, or to attend meetings required by the Employer shall be considered hours worked and therefore subject to fringes at the applicable rate.

**E.** When an Employee travels outside of the Jurisdiction for purposes of training required by his Employer, the time spent traveling will be paid in accordance with the rules established by the Federal Fair Labor Standards Act (FLSA).

**F.** All Employees who drive company vehicles will be required to maintain a valid driver's license and maintain a safe driving record, consistent with the Employer's safety program and insurance requirements, as a condition of continued employment. The Employer shall have the right to check the validity of such driver's license at their discretion in accordance with the Employer's policies. The Employer shall be required to maintain adequate insurance on each company vehicle for all permitted uses of the vehicle by the Employee.

#### **7.11 Reimbursements.**

**A. Expense reimbursement.** When an Employer requires an Employee working under the terms of this Agreement to leave the jurisdiction overnight, the Employer shall pay all appropriate expenses documented by receipt incurred by the Employee while required by the Employer to work outside of the jurisdiction.

**B. Mileage reimbursement.** All Employees, when compensated for mileage, shall be compensated at the current IRS rate per mile. For purposes of interpretation, compensation for mileage shall be paid to all Employees who are required to use their personal transportation for the convenience of the Employer, other than the Employee's responsibility to provide his own transportation to and from one (1) designated site per day. No Employee may transport tools, equipment, or material in their personal vehicle, unless under emergency conditions.

**C. Toll reimbursement.** Tolls shall be reimbursed only when an Employee travels from job site to job site, not to and from work.

#### **7.12 Safety.**

**A.** Each Employer shall provide necessary safety equipment (including hard hats, hoods, gloves, goggles and belts) and protective clothing against heat and hot metal (including gloves, vests, aprons, sleeves, hoods and other apparatus) which shall be worn by Employees to comply with OSHA regulations. Each Employer shall provide an adequate first aid kit or adequate first aid supplies, as determined by OSHA, on the job site.

**B.** Each service truck shall be equipped with a first aid kit and a fire extinguisher.

**C.** An Employee's refusal to operate an unsafe vehicle and/or equipment shall not be grounds for punishment, retaliation or dismissal.

**D.** Each Employer shall provide first aid to any Employee injured on the job. If the injury is sufficiently serious that the injured man must be taken to a doctor or hospital, the Employer shall furnish transportation, and if the Employee is unable to return to work that day, he shall receive a full day's pay providing he has written certification from the doctor or hospital stating that he cannot return to work that day.

**E.** Employees shall comply with the health & safety policies of their Employer.

### **7.13 Substance Abuse Policy.**

**A.** Contractors wishing to establish a drug free work place must comply with all State and Federal Laws regarding the same.

**B.** If a Contractor has elected to establish a program, all persons within that company will be subject to testing whether covered by this Agreement or not.

**C.** The results of any person failing may be given to the Employer, but the reason for failure may be reported only to the Members Assistance Program of the Union through either the Business Manager and/or his appointee, and if there is not a Member Assistance Program active, then to the Medical Review Officer designated in the Employer's policy.

**7.14 Journeymen Rehabilitation Program.** In an effort to support the growth of work hours, the parties hereby agree to form a Journeyman Rehabilitation Program. This program serves to protect the investment the parties make in growing the work-force, and protect Union work hours by creating a pathway for improvement of Employees who demonstrate reoccurring deficiencies. This program shall apply exclusively to Journeymen.

**A. Deficiency.** A "Deficiency" is defined as a complaint raised by an Employer involving an Employee's sub-standard workmanship, including claims made by a national contractor (who is not a signatory to this Agreement) working under the work rules, wages and benefits provided for in this Agreement.

A Deficiency shall include, but not be limited to:

- Grossly insufficient technical proficiency, below that which should reasonably be within a Journeyman's skill set.
- Blatant lack of care for company or customer property.
- Call-backs due to carelessness, sloppy workmanship or repeatedly misdiagnosing an issue.
- Intentional misrepresentations on reporting forms, including service tickets, and reporting hours worked for non-work hours.

**B. Reporting Deficiencies.** Deficiencies shall be reported by the Employer using a Demerit Form, approved by the parties, which shall be posted on the Union's website.

Demerit Forms must be completed by the Employer or supervisor, who must provide a copy of the report to the Business Agent of the Union and Executive Vice President of the Association. Demerit Forms must be filed with the Union, Association and Employer within ten (10) working days of when the Employer involved knew or should have known of the situation that lead to the Deficiency claim.

Upon receipt of a Demerit Form, the Union shall provide a copy to the Employee. Employees shall be provided 5 business days in which to complete the Employee portion of the Demerit Form, if desired, and provide a copy to the Union. After close of business on the 5th working day, the Demerit Form shall be closed for further written comment and shall be retained in the Union's permanent member records. The Union shall provide the Employer involved and Association a copy of any amended Demerit Forms.

### **C. Rehabilitation/Demerit Process:**

**Step 1:** Upon receipt of an Employee's first Demerit Form within a 12 month period, the Labor Management Committee will be notified and provided a copy of the Demerit Form, including any ensuing Employee statement. The Business Agent of the Union will call the Employee to discuss the issue, and make note of any need for supplemental training.

**Step 2:** Upon receipt of an Employee's second Demerit Form within a 12 month period the Labor Management Committee will be notified and provided a copy of the Demerit Form. Within ten (10) working days of receipt of the Demerit Form and any ensuing Employee statement, a meeting between a representative of the Association, Union and the Employee and Employer involved shall take place at a mutually agreeable time and location to discuss the Deficiency, and potential means to address the issue, such as supplemental training. This meeting shall be unpaid time for the Employee involved unless the representatives of the Association and the Union agree that the Employee is not at fault.

**Step 3:** Upon receipt of an Employee's third Demerit Form (excluding any Step 2 forms where the Employee was found not to be at fault) within a 12 month period the Labor Management Committee will be notified and provided a copy of the Demerit Form. Within ten (10) working days of receipt of the Demerit Form and any ensuing Employee statement, a meeting between the Labor Management Committee, the Employee and Employer involved shall take place at a mutually agreeable time and location to discuss the Deficiency, and prescribe appropriate measures to address the issue, including, but not limited to, supplemental training. This meeting shall be unpaid time for the Employee involved unless the Employee is found by the Committee not to be at fault.

In hearing issues related to the Journeymen Rehabilitation Program, the Labor Management Committee shall be maintained to consist of two (2) Employer representatives, selected by the Association, and two (2) Employee representatives, selected by the Union. Two (2) representatives of Employers and two (2) representatives of the Union shall constitute a quorum. Binding decisions of the Labor Management Committee shall be in meetings where there are an equal number of labor and management representatives present and shall be by majority vote.

Unless the Labor Management Committee members agree by majority vote to dismiss the third Demerit, the Employee will be re-referred out as follows. Deadlocked votes at Step 3 shall be referred to the Joint Grievance Board (Step 3 of the Grievance Procedure).

**D. Demerit Period:** For the latter of a period of 6 months, or until the Employee successfully completes supplemental training determined by the Labor Management Committee and provided at the Training Center on the Employee's own time.

During the Demerit Period, the Employee will be referred out at the next lower classification. For example, an R-1 would be re-referred out as an R-2, etc. The referral out at the next lower classification (for example, R-2) only affects the Employee's rate of pay, not his scope of responsibilities, which, in this example, would remain as that of an R-1. The Employee will be referred out under this classification regardless of Employer. The Employee will be paid scale (wages & benefits) for his new classification during this Demerit Period. Under no circumstances will the Employee be paid overscale during the Demerit Period. At the conclusion of the Demerit Period, the Employee may be re-referred out at the appropriate classification.

## ARTICLE VIII: EMPLOYER RIGHTS AND OBLIGATIONS

**8.01 Employer rights.** The Employer shall not be limited in the manner in which they operate their business, unless specifically limited by the terms of this Agreement. The prerogatives of management include, but are not limited to, the exclusive right to make such changes in methods of work, hire, promote, transfer, increase or decrease the work force to meet the needs of the business and to maintain the efficiency of the operation.

**8.02 Employer restrictions.** Each Employer shall be the sole determiner of the size and composition of his or her work force (for supervision refer to Article VI.) Each Employer shall have the prerogative of controlling his or her operations, introducing new or improved methods or facilities and changing methods or facilities, subject to the limitations set forth in this Agreement. There shall be no restrictions upon the use of any material, machinery or tools, except as specified elsewhere in this Agreement.

**8.03 Employer authority.** Except as specifically granted by this Agreement, all of the rights, powers and authority of each Employer are retained by each Employer and remain exclusively and without limitation within the rights of management and are not subject to the grievance procedure outlined in Article X of this Agreement.

**8.04 New Employers.** A copy of each Employer's Agreement shall be delivered to the Association by the Union within 30 days after the Employer signs the Agreement, or hires Employees under the terms of this Agreement, whichever comes first.

**8.05 Union Member Contractors (Owner Operator).** Union Member Contractors may also be referred to as Owner/Operators. When a Union member enters into business as an owner, therefore becoming an Owner/Operator (an "O/O") the O/O shall be permitted to perform Bargaining Unit Work if the O/O pays full fringe benefits on themselves at the R-1 Journeyman rate. The O/O will be required to pay full fringe benefits on themselves for at least a minimum of forty (40) hours per week, fifty-two (52) weeks a year, but in no event shall the O/O report less than the actual number of hours of Bargaining Unit Work the O/O performs during a given workweek, and shall maintain documentation to support the actual number of hours worked. If the O/O contributes to the Employee Benefit Trusts on a monthly basis, the minimum contribution amount shall be based upon 173.33 hours. This shall include contributions due to the Employee Benefit Trust Funds, the Union working assessment, and the MCASF assessment.

The minimum contribution hours (40 weekly or 173.33 monthly) are required regardless of holidays, vacation, illness or lesser work hours. Any of the Employee Benefit Trusts may impose additional qualifications or rules applicable to an O/O working under this section. Within twelve months of an O/O beginning to perform Bargaining Unit Work under this section, the O/O's company must employ at least one Apprentice or Journeyman in addition to the owner. When any owner performs Bargaining Unit Work under this section, he/she is required to comply with all terms of this section. This applies to all Contractors effective upon the date that the Contractor enters into business. To the extent that federal law prohibits any owner from fully or partially participating in any or all of the Employee Benefit Trust Funds, then solely to that extent, the fringe benefits otherwise required to be reported and paid for such owner, shall be reported and paid so as to ensure compliance with such federal restrictions and their impact upon the Employee Benefit Trust Funds.

**8.06 Employer Insurance.** Employers shall be required to carry workers compensation coverage on all Employees, including the Employer, if the Employer serves as a Union Member Contractor as defined in section 8.05 of this Agreement.

## ARTICLE IX: NO STRIKE, NO LOCKOUT

**9.01** During the term of this Agreement the Union agrees with each Employer that there will be no authorized strike of any kind, boycott, picketing, work stoppage, slowdown or any type of interference coercive or otherwise with the Employer's business or jobs. Neither the Union, nor any officer, agent or other representative of the Union shall, directly or indirectly, authorize, assist or encourage any strike, sit down, slowdown or work stoppage during the life of this Agreement. Neither will the Union, its agents or its officers condone or ratify or lend support to any strike, sit down, slowdown or work stoppage.

**9.02 Unauthorized work stoppage.** If any Employee or group of Employees represented by the Union should violate the intent of this Article, the Union, through its proper officers, will promptly notify such Employee or Employees in writing of its disapproval of such violation and will take steps to effect a prompt resumption of work. This notice to Employees, signed by an authorized officer of the Union with a copy to the Employer, shall take the following form:

*"You are advised that certain action took place today on... (Employer's name)... job. This action was unauthorized by both the Local and International Union. You are directed to promptly return to your respective job and cease any action which may affect continuance of work. Any grievance you may have will be processed through the regular grievance procedures provided for you in your contract. Any Employee participating in a work stoppage will be subject to discipline and/or discharge by Employer."*

**9.03** This no strike, no lockout commitment is based upon the Agreement by both parties to be bound by the grievance and arbitration provisions of this Agreement in Article X.

## ARTICLE X: GRIEVANCE & ARBITRATION PROCEDURE

**10.01 Definition** - A "grievance" is defined as a complaint arising under and during the term of this Agreement raised by an Employee as to himself or the Union against an Employer involving an alleged violation, misinterpretation or misapplication of an express written provision of this Agreement, including claims of employees of a national contractor (who is not a signatory to this Agreement) working under the work rules, wages and benefits provided for in this Agreement; provided that contribution and other obligations of employers to the Employee Benefit Trust Funds referenced in Article XI shall not be subject to this grievance and arbitration procedure. To be deemed to be timely filed, the grievance must be filed both with the Employer involved as well as with the Association.

**10.02 - Joint Grievance Board and Subcommittee.** A Joint Grievance Board shall be maintained to consist of two (2) Employer representatives, selected by the Association, and two (2) Employee representatives, selected by the Union, who shall be the same individuals who serve on the Labor Management Committee. Two (2) representatives of Employers and two (2) representatives of the Union shall constitute a quorum. Binding decisions of the Joint Grievance Board shall be in meetings where there are an equal number of labor and management representatives present. There shall be an appointed Chair and Secretary, which shall be rotated between the parties on an annual basis. There is hereby established a Subcommittee of the Joint Grievance Board composed of one (1) Association representative and one (1) Union representative who shall be the Business Manager. The members of the Joint Grievance Board, and the members of the Subcommittee, along with their e-mail addresses, shall be posted on the Union's website.

### 10.03 Grievance Procedure.

**A. Time Limits:** A grievance must be filed with the Employer involved and the Association on a grievance form jointly approved by the Association and Union and posted on the Union's website within ten (10) working days of when the Employee(s) involved or the Union knew or should have known of the events first giving rise to the grievance. The term "working days" as used in this Article means Monday-Friday, excluding federal holidays. A grievance that is not brought or processed within the time limits provided for in this Article will be considered waived or withdrawn. The parties may, by mutual written agreement (which may be by e-mail) extend any of the time limits set forth in this Article, subject to limitations set forth below in 10.03(b).

#### **B. Procedure: Pre-Arbitration**

**Step 1:** Meeting between Employer, Association and Union. Within ten (10) working days of receipt of the written grievance by the Employer involved and the Association, a meeting between the Subcommittee, the Employee involved (in the case of a grievance filed by an Employee) and the Employer involved shall take place at a mutually agreeable time and location. The parties may mutually agree to no more than a ten (10) working day extension of this Step 1 meeting. In the event the grievance is not settled in this Step 1 meeting, the grievant must advance it to Step 2 in writing within five (5) working days of the Step 1 meeting (which involves filling out the Step 2 appeal portion of the approved Grievance Form and forwarding it to the members of the Subcommittee of the Joint Grievance Board [which may be done by e-mail]). In the event no such meeting takes place, the grievant must advance the grievance in writing to Step 2 within five (5) working days after the meeting was scheduled to occur or within fifteen (15) working days after the grievance was received by the Employer involved and the Association, whichever is later.

**Step 2: Subcommittee of the Joint Grievance Board.** Step 2 shall consist of consideration of the grievance by the Subcommittee of the Joint Grievance Board. The Subcommittee shall meet within fifteen (15) working days of receipt of a Step 2 grievance. The Subcommittee, by mutual agreement, may schedule more than one meeting a month. Both members of the Subcommittee must be present, along with the Employer involved and the employee(s) involved (or a representative of the Union on their behalf) to consider Step 2 grievances. However, should one Subcommittee member or any party fail to attend without prior notice, the grievance shall automatically be referred to the Joint Grievance Board within five (5) working days of when the Subcommittee was scheduled to meet. The Subcommittee shall hear all Step 2 grievances and render a written decision on whether there has been a violation of the Agreement. Written decisions of the Subcommittee must be unanimous. If a violation is found, the Subcommittee shall order an appropriate remedy, provided that no financial remedy shall extend beyond ten (10) days prior to the filing of the Grievance. If either party (in this case, either the Employer or employee(s) involved) is dissatisfied with the decision of the Subcommittee, it may file an appeal in writing to the Joint Grievance Board within five (5) working days of receipt of the Subcommittee's written decision. If the Subcommittee is deadlocked, it shall so indicate in writing within five (5) days of its meeting on the grievance and the grievance shall be automatically referred to the Joint Grievance Board.

**Step 3: Joint Grievance Board.** The Joint Grievance Board shall meet within ten (10) working days of receipt of an appeal or the referral from the Subcommittee to hear the grievance. In the event there is no quorum for the first meeting, a second meeting shall be rescheduled to occur within five (5) working days of the first scheduled meeting. Should the second meeting not occur

within the allotted time frame, the grievance automatically shall be referred to arbitration. Decisions of the Joint Grievance Board shall be by majority vote and shall be in writing. If a violation is found, the Joint Grievance Board shall order an appropriate remedy, provided that no financial remedy shall extend beyond ten (10) days prior to the filing of the Grievance. The decision of the Joint Grievance Board shall be final and binding on all parties (including employers not parties to this Agreement who have a national or international union agreement that are required to follow work rules, wages and benefits under this Agreement) if rendered consistent with the requirements of this Article. If the Joint Grievance Board is deadlocked or fails to meet within the time set forth above, unless extended by mutual agreement, the Union may refer the grievance to arbitration within ten (10) working days of learning of the deadlock or within ten (10) working days of when the Joint Grievance Board was scheduled to meet (in the event it fails to meet on the rescheduled date or an agreed extension).

**10.04 Arbitration Procedure.** If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within the time limits set forth in Step 3 above:

**A.** The parties shall attempt to agree upon an arbitrator within five (5) working days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) working day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are all members of the National Academy of Arbitrators. Any fee for requesting such panel shall be paid by the party requesting arbitration. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Association and the Union shall strike three (3) names from the panel. The party requesting arbitration shall strike the first three names; the other party shall then strike three names. The person remaining shall be the arbitrator.

**B.** The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Association representatives.

**C.** The Association and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Employer and the Association retain the right to employ legal counsel.

**D.** The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision of the arbitrator shall be final and binding on the parties (including employers not parties to this Agreement who have a national or international union agreement that are required to follow work rules, wages and benefits under this Agreement) if rendered consistent with the requirements of this Article.

**E.** More than one grievance may be submitted to the same arbitrator only where both parties mutually agree to do so in writing.

**F.** Awards resulting from grievances involving financial awards may not go beyond ten (10) days prior to the filing of the grievance.

**G.** The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be paid by the losing party (provided that in the case of a split award it shall be split equally by the parties). Any third party costs incurred by the Association in connection with any grievance involving employers not parties to this Agreement who have a national or international union agreement that are required to follow work rules, wages and benefits under this Agreement shall be borne by such employer, and the arbitrator's award shall include a directive to that effect. Each party shall be responsible for compensating its own representatives and witnesses.

**10.05 Limitations on Authority of the Joint Grievance Board and Arbitrator.** The Joint Grievance Board (including its Subcommittee) and the arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The Joint Grievance Board and the arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific written provisions of this Agreement. The Joint Grievance Board and the arbitrator shall be empowered to determine the issue raised by the grievance as stipulated to by the parties or, absent such stipulation, as submitted in writing at Step 1.

The Joint Grievance Board and arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The Joint Grievance Board and the arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The Joint Grievance Board and the arbitrator shall not in any way limit or interfere with the power, duties and responsibilities of the Employer under law and applicable court decisions. Any decision or award of the Joint Grievance Board or arbitrator rendered within the limitations of this Section 10.05 shall be final and binding upon the Association, the Employer involved, the Union and the Employees covered by this Agreement.

**10.06 Discovery.** In investigating or determining any of the grievances hereunder, the Joint Grievance Board, or the arbitrator appointed under these provisions, shall have the authority to order the Employer or the Union, as the case may be, to produce its books and records before an auditor or accountant designated by such Board or arbitrator for the purpose of aiding the Board or arbitrator to determine the extent of the violations and the sums which may have been lost by the injured party or parties. The cost of such auditor or accountant shall be paid by the defaulting party, that is, the party determined to be in violation of the Agreement by the Joint Grievance Board or by the Arbitrator, if the Board or arbitrator believes that such assessment of costs was warranted in any case.

**10.07 Enforcement Costs.** In the event that it is necessary to enforce this Agreement by proceeding in any court, either before or after arbitration proceedings, then the party against whom this Agreement is enforced, either before or after arbitration proceedings, or against whom collection is made under any arbitrator's or Joint Grievance Board's decision or award, shall pay all reasonable attorneys' fees, court costs and other expenses incurred in enforcing or collecting sums due to a grievant hereunder.

**10.08 Disbursement of Assets.** Any monies or other assets collected as a result of the enforcement of this Article other than that owed to Employees, the Employee Benefit Trust Funds, the Union or the Association, or collection expenses, shall be paid to the JATC Trust Fund.

**10.09. Exclusivity of the Grievance and Arbitration Procedure.** The grievance and arbitration procedure set forth in this Article X shall be the sole and exclusive means for discussing and resolving disputes subject to the grievance procedure, provided that nothing in this Article in any way deprives any Employee Benefit Trust Funds referenced in Article XI any rights and remedies under ERISA, common law or otherwise to enforce contribution obligations and other obligations of participating employers to those benefit funds.

## ARTICLE XI: FRINGE BENEFITS

### 11.01.

**A. Generally.** The Employer shall pay on behalf of each person covered by the Agreement, the required contributions to the benefit fund, and other funds, as set forth herein.

**B. Definitions:**

i. The term "Person Covered" means Employees engaged in or performing Bargaining Unit Work within the jurisdiction of the Union.

ii. The term "per hour" means each actual hour worked. Contributions to the Pension, Health & Welfare and Defined Contribution Retirement Benefit Funds for overtime hours shall be computed on the same basis as wages, at 1 ½ times or 2 times the straight time rate.

iii. The term "Employee Benefit Trusts" means the MCASF Local 725 Pension Trust, Health and Welfare Trust, Defined Contribution Retirement Trust, and Joint Apprenticeship Training Committee Trust.

**C. MCASF Local 725 Service Corporation:** In order to effect prompt collection of required Employer payments and to administer collection of contributions on an efficient and economical basis, the Trustees of the MCASF Local 725 Health and Welfare Trust, the MCASF Local 725 Defined Contribution Retirement Trust and the MCASF Local 725 Defined Benefit Pension Trust are hereby authorized, in their sole discretion, to establish and maintain a MCASF Local 725 Service Corporation (hereafter called the "Service Corporation") and to enter into arrangements for centralized handling through it of administrative functions on behalf of the various funds, including the collection of contribution and administration of Employer bonds and bond deposits.

The Service Corporation may be established by a voluntary or incorporated organization to be controlled by representatives selected by the Trustees of the MCASF Local 725 Health and Welfare Trust, the MCASF Local 725 Defined Contribution Retirement Trust and the MCASF Local 725 Pension Trust. The representatives shall constitute the Board of Trustees or Directors of the Service Corporation and shall be selected so that they and their alternates, if any, shall be in equal numbers from Employers and the Union, and that suitable provisions are made for selection of an impartial chair when needed in order to break any deadlock and to arrive at a decision.

The Service Corporation may contract for servicing other labor-management funds, credit unions, savings plans, and such other mutually agreed upon funds or accounts as authorized by the Service Corporation's Board of Trustees or Directors. Currently the MCASF Local 725 JATC and the Local 725 MCASF Labor Management Cooperation Committee have service agreements with the Service Corporation for the handling of their administrative functions.

**D. Contribution Payments:** The Employer shall pay the required contributions on behalf of each Employee covered by the Agreement, on or before the 10th working day after the end of a weekly or monthly fringe benefit reporting period, depending on the reporting period applicable to the Employer. If the contributions are not actually received at the depository account or agent designated for contribution payments by such date, the payment shall be considered delinquent. The Service Corporation is the designated agent for receipt, collection and enforcement of contribution obligations, and is expressly designated as a fiduciary of the Employee Benefit Trusts for contributions receipt and collections. Effective upon notice to Employers from the Service Corporation,

fringe benefit reports and contributions will be capable of submission electronically, and after an initial period designated by the Service Corporation of not less than 6 months, all reports and contributions shall be submitted electronically, or be subject to a convenience fee to be set by the Service Corporation.

**E. Union Allocation Changes:** For any Union allocation changes permitted pursuant to Section 4.05, for benefit fund or other required contributions, notice shall be given in writing by the Union to the Employer and Association at least thirty (30) days prior to the effective date of the change involved.

**F. Contribution Report Fee:** The Employer shall pay the Service Corporation a processing fee per weekly or monthly reporting period as determined by the Service Corporation, which fee shall be added to contribution reports and payments.

**G. Notice of Ownership Change.** Any Employer subject to this agreement shall notify the Service Corporation promptly upon any sale of the Employer's business (whether of assets or ownership interests), transfer of any ownership interests, or change to the form of business entity of the Employer. Notice shall be provided voluntarily within thirty (30) calendar days of the sale, transfer or change. If, after the initial thirty (30) days the Service Corporation is required to ask for information on a sale of all or a part of the business, transfer of any ownership interest, or change in form of the business entity, the Employer shall be assessed \$500 to cover the costs associated with having to make the request. If, after the initial thirty (30) days the Service Corporation is required to ask for information on a sale of all or a part of the business, transfer of any ownership interest, or change in form of the business entity a second or more times, then the Employer will be assessed \$2,500 for the costs and effort required to pursue multiple requests.

**11.02. Specific Contributions.** The Employer shall pay contributions, as set forth in Exhibit D to this Agreement, and any updates from time to time, including after tax wage deduction amounts, to the following benefit funds and organizations. The Employer shall bear the entire cost of financing and administering the benefit plans operated by the benefit trusts through payments made on behalf of covered persons in the amounts set forth herein.

**A. MCASF Local 725 Health and Welfare Trust**

**B. MCASF Local 725 Pension Trust.** This contribution includes the regular contribution amount from Exhibit D, and the Pension Recovery Contribution.

**C. MCASF Local 725 Defined Contribution Retirement Trust.** The Employer shall contribute to the Defined Contribution Retirement Trust, and all persons covered under this Agreement shall receive the basic amount that is specified in Exhibit D of this Agreement. In the event the Trustees establish or continue a pension program with a cash or deferred arrangement, Employees covered by this Agreement shall have the option of contributing to the cash or deferred plan. A cash or deferred plan is a plan feature that allows for varying contribution rates as selected by the participant. The cash or deferred plan shall operate under the rules established by the Trustees.

The Trustees shall annually review participant elective deferral options to provide a range of regular and catch-up contribution rates to afford participants choice in selecting a deferral percentage. At least one choice shall afford participants the ability to reasonably contribute the maximum amount of elective deferrals under federal regulations, subject to the participant's hours worked and the limits imposed by any required discrimination testing.

**D. MCASF Local 725 Joint Apprenticeship Training Committee Trust (JATC).** This amount includes both the International Training Fund contribution and the contribution for the MCASF Local 725 Joint Apprenticeship Training Committee Trust.

**E. Fringe Benefit Reserve Contribution (FBRC).** The Union and the Association agree to set aside an hourly contribution rate, as specified in the Wage & Benefit Schedule (Exhibit D) for the purpose of improving the reserve levels of the fringe benefit trust funds provided for in the Agreement; specifically the:

1. **MCASF Local 725 Pension Trust,**
2. **MCASF Local 725 Health and Welfare Trust, and**
3. **MCASF Local 725 JATC Trust**

This Fringe Benefit Reserve Contribution is for the purpose of improving the funding reserve and not for the purpose of improving benefits.

Each April, the Union and Association shall meet for the purpose of determining where the Fringe Benefit Reserve Contribution will be directed the following July 16. The bargaining parties shall direct the Fringe Benefit Reserve Contribution to the Define Benefit Pension Trust, Health and Welfare Trust, or JATC Trust, and this redirection of contributions shall remain in effect for a period of no more than one year and shall therefore sunset on July 15 the following year.

In the event the parties are unable to agree upon which fringe benefit trust fund(s) should receive all or part of the Fringe Benefit Reserve Contribution for that year, the contribution shall be directed to the MCASF Local 725 JATC Trust Fund by default.

Notwithstanding the procedures outlined in this section, should the Pension, Health and Welfare or JATC Trust suffer an unforeseen economic setback, the parties may mutually agree to reconvene and agree to reallocate the Fringe Benefit Reserve Contribution for the remainder of that one-year allocation period to such fund for the purpose of maintaining existing benefits.

Notwithstanding the language in section 11.02 E, the parties agree that the following shall apply:

In an effort to protect the long-term funding status of the MCASF Local 725 Pension Trust, the parties agree to allocate the FBRC as follows. As required by the Pension Protection Act of 2006, each year, the MCASF Local 725 Pension Trust's Enrolled Actuary shall provide the Trustees with an Annual Zone Certification Report on or before March 31 each year, which shall include the Plan's net investment return, on a market value basis for the preceding calendar year. To help offset losses in income incurred when the plan's investment income falls short of the Plan's Valuation Interest Rate of 7.00%, the parties agree to allocate the FBRC to the Pension Recovery Fund as follows:

Investment return*	Amount	Allocated to:	FBRC Balance:	Allocated to:
≥7.00%	\$0.00	DB Pension recovery	\$0.50	TBD
6.00%-6.99%	\$0.05	DB Pension recovery	\$0.45	TBD
5.00%-5.99%	\$0.10	DB Pension recovery	\$0.40	TBD
3.00%-4.99%	\$0.20	DB Pension recovery	\$0.30	TBD
0%-2.99%	\$0.30	DB Pension recovery	\$0.20	TBD
<0%	\$0.40	DB Pension recovery	\$0.10	TBD

\*Net investment return on a market value basis for preceding calendar year

Notwithstanding the allocations listed in the chart above, should the Enrolled Actuary determine that the plan will be in endangered status or critical status for the three succeeding calendar years, 100% of the FBRC shall be allocated to the Defined Benefit Pension Recovery fund as a preemptive corrective action to avoid the situation where the Plan enters endangered or critical status.

**i. Effective July 19, 2019 through July 15, 2020:** \$40 per hour shall be allocated to the Defined Benefit Pension Recovery Contribution and \$.10 per hour shall be allocated to the Health & Welfare fund.



ii. **Effective July 16, 2020 through July 15, 2021:** After allocations to pension recovery based upon the chart above, the balance shall be allocated to the Health & Welfare fund.

iii. **Effective July 16, 2021 through July 15, 2022:** After allocations to pension recovery based upon the chart above, the balance shall be allocated to the Health & Welfare fund.

**F. After Tax Assessments.** The Employer shall pay those amounts listed as a deduction after tax for the contributions specified in Exhibit D to this Agreement for working fee amounts and assessments authorized to the Union, and for such amount established for the Association.

**11.03. Trust Agreement and Rules.** The Employer agrees to conform with the trust agreements and the administrative rules now in effect or hereafter promulgated by the respective Trustees of the various Employee Benefit Trusts as fully as if specifically set forth herein, and the same are hereby incorporated by reference and made a part of this Agreement. Each Employer acknowledges the Union and Association as the settlors of the Employee Benefit Trusts covered by this Agreement, and that as the settlors, they have exclusive authority to appoint or remove their respective Trustees now or in the future serving on such Employee Benefit Trusts. The trust agreements and rules shall be available for inspection during business hours by all Employers and the Union at the offices of the Trustees of said Trusts. The Employers subject to this Agreement shall report and issue payment to the designated office of the benefit funds or its agent all contributions required under this Agreement on a periodic basis as determined by the Trustees. If any of the trust agreements or rules is in conflict with any provisions herein, the terms of such trust agreements and rules shall govern, except that this Agreement shall control the amount of contribution due for hours worked by an Employee.

The parties acknowledge that, notwithstanding any provisions of this Agreement with regards to Employee Benefit Trusts, all matters limitation, determination of the amount, type, form, condition, limitation on eligibility, benefit requirements, duration, termination, restriction, and/or suspension thereof, are and shall always be, the sole and exclusive responsibility, authority, and prerogative of the respective Boards of Trustees of the Employee Benefit Trusts to which such Contributions hereunder are to be paid.

**11.04. Bonding, Failure to File Reports or Make Contributions, Delinquency.** Each Employer bound by, or to which the Union refers Employees pursuant to this Agreement (whether or not bound to this Agreement including an employer required to make wage and benefit payments under the terms of a local agreement), shall provide a blanket cash bond or surety bond in an amount equal to one thousand eight hundred dollars (\$1,800.00) for weekly reporting, or four thousand dollars (\$4,000.00) for monthly reporting (if monthly contributions have been approved by the Employee Benefit Trust Funds' Boards of Trustees) for each Employee on his or her payroll for whom such Employer is obligated to pay contributions to the Employee Benefit Trusts. These bonds are to secure and guarantee the payment of sums required to be paid to each of the Employee Benefit Trust Funds, for Union check off amounts and the MCASF assessment including, without limitation, contributions and all other charges, fees and costs, including service charges, late fees, liquidated damages, auditor's fees and attorney fees which the Employer is required to pay under the provisions of this Agreement, and/or the Employee Benefit Trust Agreements. Employee counts for an Employer will be reviewed and adjustments for potential bond increases will be determined by the Service Corporation periodically.

No Employees will be provided to an Employer until the proper amount of blanket cash bond or surety bond has been received by the designated party. If a demand is made upon the bond of any Employer for payments of sums due thereunder, then Employees shall not be furnished to said Employer unless within ten (10) days after such demand, the bond is increased in an amount equal to such demand. If the Employer desires additional Employees, no additional Employees will be furnished until the amount of the bond has been increased to cover the additional Employees. The cash bond or surety bond shall be irrevocable until the later of:

**A.** 90 days after written notice of termination to the Employee Benefit Trust Funds, and

**B.** payment of all sums due to the Employee Benefit Trust Funds described above.

In the event any monies are paid to said agent under these provisions, said agent acting as escrow agent under the escrow and/or Employee Benefit Trust Agreement(s), shall disburse said monies in accordance with the provisions of this Agreement. In the event any dispute arises concerning any matter involved in this bonding section (other than an action by the Employee Benefit Trust Funds or their agent to collect or enforce the amount of any bond for collection of contributions and any costs or assessments due to a delinquency), the dispute is to be referred to the joint Labor Management Committee for resolution. Nothing contained herein shall be construed to limit the liability of any Employer to the amount of the bond provided for herein, it being expressly understood and acknowledged by each Employer that the bond provided for herein is security for payment of sums required to be paid to each of the Employee Benefit Trust Funds, Union check off amounts and the MCASF Assessment and other charges and costs provided for herein, and that the Employer shall be fully liable for the full amount of such contributions and other charges provided for herein regardless of the amount of the bond.

In the event of default by any Employer in making contributions and payments, the Service Corporation, the respective Trustees or the Union involved, acting on behalf of the union members or beneficiaries of the funds, may take any legal action as they, in their sole discretion may determine, in order to effect collection of the amounts of wages or other payments which are in default. The Employer agrees to pay interest on any wages or other payments in default, late payment assessments, and liquidated damages assessed, accounting and auditor fees incurred, plus all actual collection costs, including reasonable attorney's fees incurred in the collection thereof. This provision is in addition to such rights as the Union may have under law for breach of this Agreement, including but not limited to, picketing and refusing to work. Said contributions and payments, for the purposes of enforcement of collection of the same against a delinquent Employer, shall be regarded as unpaid wages and entitled to the same penalties and priorities as unpaid wages.

**11.05. At Risk Employer Bonding and Weekly Payments and Additional Employees.** Notwithstanding anything herein to the contrary, for any Employer that the Boards of Trustees of the Employee Benefit Trusts or the Service Corporation determine that:

**A.** The Employer has not made payment of fringe benefit contributions to the Employee Benefit Trust Funds during the twelve (12) months immediately preceding such Employer's execution of this Agreement; or

**B.** The Employer constitutes a risk of collection, based upon such written criteria, as may be established by the Employee Benefit Fund Trustees, and as may be amended from time to time, by and in the sole and absolute discretion of said Boards of Trustees,

then the bond required pursuant to this Article shall be increased to the sum of three thousand dollars (\$3,000.00) for each Employee on an Employer's payroll for whom such Employer is obligated to pay contributions to the Employee Benefit Trust Funds on a weekly basis, and such Employer shall remit contributions on a weekly basis.

**11.06 Late Payment Assessment, Additional Provisions.** A service charge for delinquent payments, interest, costs (including when applicable accounting and auditors' fees) and attorneys fees shall be imposed upon an Employer; and the Employer agrees to pay, if contributions or withholdings required to be paid are not paid in full prior to ten (10) working days following the end of each monthly payroll period for monthly contributors, and ten (10) working days following the end of each payroll period for weekly contributors, to the Employee Benefit Trusts to which sums are owed:

**A.** An assessment of ten percent (10%) of the delinquent sums if the Employer has only been late occasionally, as determined by the Employee Benefit Fund Trustees in rules adopted by them. This assessment shall be paid within ten (10) days of written notice.

**B.** An assessment of up to twenty percent (20%) of the delinquent sums if the Employer has been late chronically, as determined by the Employee Benefit Fund Trustees in rules adopted by them. This assessment shall be paid within ten (10) days of written notice.

The Employee Benefit Trusts are entitled to collect any and all costs, liquidated damages, and interest provided by law for any delinquency, in addition to late payment fees.

It is acknowledged by the parties that substantial harm is caused to the Employee Benefit Trusts by virtue of payments and reporting not being made within the time set forth above for which harm and damage is, nonetheless, very difficult or impossible to establish with certainty. Therefore any amount set forth as liquidated is deemed by the parties and each Employer executing this Agreement, to be a reasonable forecast of just compensation of the damages suffered by and harmed caused to the Employee Benefit Trusts, arrived at as a good faith attempt to set an amount equivalent to the anticipated actual damages. In furtherance of this proposal the Trustees of the various Employee Benefit Trusts may establish such uniform practices, policies or rules as they deem appropriate with respect to late payment service fees, so that the fee will be charged in a manner calculated to help earnings and administrative inconvenience caused by the delinquency and to deter delinquency so that the fee will not be charged for minor or inadvertent delinquencies, or in an unfair or inequitable manner.

Acceptance of any Contributions from any Employer shall not release or discharge the Employer from the obligation to contribute all monies for all hours worked under this Agreement for which no and/or incomplete contributions have actually been received without regard to any statement, restriction or qualifications appearing on any check from any Employer. The Employee Benefit Trusts may establish procedures regarding the crediting of payments received, such as applying payments to the oldest obligation due, including previously assessed late payment fees or liquidated damages and costs.

The Boards of Trustees of the Employee Benefit Trusts or the Service Corporation may establish procedures for and conduct periodic audits of any Employer making contributions pursuant to this Agreement as set forth in Exhibit D. The established procedures shall include categories of documents required to verify all required contributions have been paid. The audit shall be conclusive as to any additional contributions due from the Employer. The documents reviewed and retained by the engaged auditor shall be treated as confidential and not be disclosed to the parties. Such documentation may, however, be disclosed in any collection action to enforce collection of additional contributions found due as a result of the audit and associated costs. Contributions found due are subject to late payment assessments, liquidated damages, interest and costs, including attorneys fees and audit-related expenses. In addition, late payment assessments shall apply to any contributions discovered during the audit that had not previously been assessed or waived by the Trustees.

**11.07. Removal of Employees by Union.** The Union shall have the right at all times to remove employees from an Employer in any case where an Employer fails to pay any of the contributions required pursuant to this Article XI. Notwithstanding the foregoing, the Union shall remove Employees from an Employer who fails to pay any of the contributions due pursuant to this Article XI for ~~three~~ two consecutive months, if contributing monthly, and for ~~eight~~ six consecutive weeks, if contributing weekly.

**11.08. Employer Liability.** The Employer herein agrees that it/he shall remain liable and subject to all provisions of this Article with respect to default in the payment of wages, benefit contributions, and other payments when due in the event (a) any joint venture in which he participates with one or more other Employers under a separate or different name, or (b) any other party using his license in any manner

**11.09. Copy of Report to Union and Association.** The Union and Association shall be furnished with a copy of each Employer reporting form covering all required contributions.

**11.10. Funding Deficiencies in an Employee Benefit Fund.** Should a determination be made by a professional consultant to the Employee Benefit Trusts that there exists or will exist an accumulated funding deficiency for one or more of the Employee Benefit Trusts under the provisions of ERISA, the Internal Revenue Code, and/or any other applicable laws, the parties agree to request that the respective Trustees of the trust fund reduce benefits to correct the underfunding, provided, however, that if a reduction is not adopted by the Trustees of such trust promptly, or if trustee action is inadequate to correct the underfunding or is not approved by the Secretaries of the Treasury or Labor, the parties shall meet and arrive at an agreement for an immediate adjustment of the hourly wage rates in this Agreement to correct such funding deficiency in the trust fund. In no event shall the total wage and benefit package be increased.

IN WITNESS THEREOF:



Kenneth E. Scott, Jr.  
Business Manager  
UA Local Union 725  
United Association of Journeymen and Apprentices  
of the Plumbing and Pipefitting Industry of the  
United States and Canada



Julie C. Dietrich  
Executive Vice President  
Mechanical Contractors Association of South Florida

**LETTER OF ASSENT**

It is agreed that the terms and conditions of this contract were duly negotiated between the Negotiating Committees representing the respective parties to this Agreement.

**U.A. Local Union No. 725, Miami, Florida  
Ratified by U.A. Local Union No. 725**

Signature of authorized Union representative \_\_\_\_\_  
Name of authorized Union representative (print) \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

In signing this letter of assent, the undersigned firm agrees to comply with, and be bound by, all of the provisions in this Agreement.

**Air Conditioning, Refrigeration Heating and Piping Association, Inc. (dba MCASF)  
Ratified by MCASF Employer:**

Name of firm / corporation \_\_\_\_\_  
Federal Employer identification number \_\_\_\_\_  
Street address \_\_\_\_\_  
City, state and zip code \_\_\_\_\_  
Phone number \_\_\_\_\_  
Fax number \_\_\_\_\_  
E-mail address of firm representative \_\_\_\_\_  
Contractor license number \_\_\_\_\_  
*Name & address of Registered Agent if other than shown* \_\_\_\_\_  
  
Signature of authorized firm representative \_\_\_\_\_  
Name authorized firm representative (print) \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

A minimum of four copies of this Letter of Assent must be sent to the Union office for processing.  
Each copy must contain an actual original signature, not a reproduction.  
After processing, the Union will retain one copy, forward a copy to the Association, send a copy to the Employee Benefit Trust Fund administrator and will provide one copy to the Employer.



## EXHIBIT A: Jurisdiction

Work of the following description shall be deemed to come within the jurisdiction of the Local Union 725:

1. All piping, setting and hanging of all units and fixtures for air conditioning, cooling, heating, roof cooling, refrigeration, ice making, humidifying, dehumidifying, dehydrating, by any method, and the charging and testing, servicing of all work after completion.
2. The installation and service of all circulating water lines when used for the distribution of heat and heat transfer equipment on ornamental pools, commercial and residential pools and spas, display fountains and aquariums.
3. All piping, handling and setting of equipment in connection with central distributing filtration treatment stations, boosting stations, water treatment, waste and sewage disposal plants, central chlorination and chemical treatment work and all underground supply lines to cooling wells, suction basins, filter basins, settling tanks, aeration basins or tanks and lift stations. (This applies to public work when installed or serviced and would apply to private work after its completion and or under public operation.)
4. The handling, assembling and erecting of all economizers, super heaters, regardless of mode or method of making joints, hangers and erection of same, when used in connection with the pipefitting industry.
5. All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc., when in connection with the pipefitting industry.
6. The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers and all piping for same when used in connection with the pipefitting industry.
7. The setting and erecting of all underfeed stokers, fuel burners and piping, including gas, oil, power fuel, hot and cold air piping and all accessories and parts of burners and stokers, etc., when used in connection with the pipefitting industry.
8. Make-up water supply from main to equipment installed by Pipefitters.
9. All meters for measuring a volume of any substance, when used in connection with the pipefitting industry.
10. The setting and hanging of all units or fixtures for ice making when unit must be assembled before operation. (Shipping bolts, grids and other parts are to be removed or put in place.)
11. All solar systems, piping and collectors of every description when used in connection with the pipefitting industry.
12. The installation and service of hydraulic or pneumatic door openers when in connection with industrial, manufacturing and commercial applications. Airports included.
13. All gas piping from the main to the meter. All distribution lines.
14. The assembling, erecting, handling and setting of tanks used in connection with the pipefitting industry.
15. The setting, erecting and piping for all smoke consuming and smoke washing and regulating devices, when used in connection with the pipefitting industry.
16. The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards and other controls used in connection with power, heating, refrigeration, air conditioning, manufacturing, mining and industrial work.
17. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps and mixing devices and piping thereto, when used in connection with the pipefitting industry.
18. Installation of drain lines from equipment installed by Pipefitters where drain lines drop to a safe waste, floor drain, roof, or any open fixture and where drain lines are not directly connected to a sanitary system.
19. Recovery condensate systems in their entirety.
20. The setting, erecting and piping of all cooling units, pumps, reclaiming systems and appurtenances in connection with transformer and piping to switches of every description.
21. The installation and service of vacuum cleaning equipment and piping when used in connection with manufacturing plants, maintenance facilities, airport terminals, post offices, etc.
22. The installation and service of vacuum systems when used in connection with manufacturing plants, maintenance facilities, airport terminals, post offices, etc.
23. The installation and service of oxygen systems when used in connection with manufacturing, commercial & industrial application.
24. All sheet lead lining for tanks or vats for all purpose, when in the category of industrial work.
25. All piping for railing work and racks of every description, whether screwed or welded when assigned by the Contractor.
26. All power plant piping of every description, as it applies to the pipefitting industry.
27. The unloading, handling and setting of all sterilizers, laundry and cleaning equipment will be done by composite crew. Steam and oil lines will be done by Local #725.
28. Laying out, cutting, bending and fabricating of all pipe work of every description by whatever mode or method, when used in connection with the pipefitting industry.
29. 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 used in connection with the pipefitting industry.
30. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduit and boxes, used in connection with the pipefitting industry. Hangers, supports, brackets requiring off site fabrication may be purchased from miscellaneous metal or structural steel fabricators.
31. 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 connection with the pipefitting industry.
32. The operation, maintenance, repairing, servicing, test and balance, and dismantling of all work installed by Journeymen members of U.A. Local Union #725.

## EXHIBIT A: Jurisdiction, continued

33. All soot blowers and soot collecting piping systems, when used in, connection with the pipefitting industry.
  34. All piping for artificial gases, natural gases, holders and equipment for same, chemicals, minerals and byproducts and refining of same, when used in connection with the pipefitting industry.
  35. All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc., when used in connection with the pipefitting industry.
  36. All pneumatic transit tube work and all piping for carrying systems by vacuum.
  37. All process piping and equipment for refining, manufacturing, and industrial purposes.
  38. The installation and service of all piping systems and equipment with grease pressure lubricating and hydraulic lifts in connection with industrial manufacturing, commercial and maintenance facilities applications (excluding schools). Service station installations optional pertaining to grease pressure and hydraulic lift installations until assigned.
  39. The installation of all related piping, fuel storage tanks and exhaust piping for emergency generators, manufacturing plants, airports, post offices and industrial applications.
  40. The installation and service of all air piping and related equipment in connection with manufacturing plants, industrial, airports, post offices, etc.
  41. The installation and service of all fuel oil, gasoline and cleaning solvent piping and related equipment in connection with manufacturing plants, industrial, airports, post offices. Maintenance facilities and service stations optional until assigned.
  42. The installation and service of all oxygen and acetylene piping systems and related equipment in connection with manufacturing plants or remote distribution systems and industrial applications. Maintenance facilities and service stations optional until assigned.
  43. The setting, erecting and piping of all cooling towers and evaporative condensers.
  44. All work related to the removal and replacement of CFC Refrigerants as mandated by the federal, state and local laws.
  45. All work done in our industry to comply with any environmental rules or regulations as set forth by federal, state, or local governments.
  46. Equipment used on building and construction work in conjunction with the work of the trade, as a time and labor saving device, shall be operated by qualified Employees covered by this Agreement.
  47. The operation of pumps, air compressors and welding machines when used in conjunction with work covered by this Agreement, shall be done by Employees covered by this Agreement.
  48. The testing and balancing of all piping systems or component parts thereof and solar systems, shall be done by Employees covered by this Agreement.
  49. Temporary mechanical equipment and air conditioning systems shall be installed and serviced by Employees covered by this Agreement.
  50. The Employer shall procure and embrace, in all job contracts, all of the work embodied in the unloading and handling, from curbstone delivery, all equipment (including cooling towers), materials, the erection, installation of all tubing and piping, the setting and hanging of all units and fixtures which are included and necessary to make and complete an air conditioning, refrigeration, heating, piping installation, and solar installation, including the charging, testing, air and water balancing, servicing and maintenance of same and warranty of same.
  51. All pipe and appurtenances may, at the option of the Employer, be fabricated on the job or in a shop within the territorial areas defined in this Agreement by Employee members of U.A. Local Union #725 receiving the Building Trades rate of pay and working under conditions set forth in this Agreement. It is agreed that nothing in this Exhibit shall be construed as taking precedence over violating this paragraph.
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## EXHIBIT B: UA Standard for Excellence Policy

### 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 insure 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 insuring UA craftworkers are the most highly trained and sought after workers.
- Meet their responsibility to be fit for duty ensuring a zero tolerance policy for substance abuse is strictly met.
- Be productive and keep inactive time to a minimum.
- Meet their contractual responsibility to eliminate disruptions on the job and safely work towards the on-time completion of the project in an auspicious manner.
- Respect the customers' property. Waste and property destruction, such as graffiti will not be tolerated.
- Respect the UA, the customer, client and Contractor by dressing in a manner appropriate for our highly skilled and professional craft. Offensive words and symbols on clothing and buttons are not acceptable.
- Respect and obey Employer and customer rules and policies.
- Follow safe, reasonable and legitimate management directives.

### Employer and management responsibilities:

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

- Replace and return to the referral hall ineffective superintendents, general foremen, foremen, 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 ensuring blueprints, specifications, job layout instructions and material are readily available in a timely manner.
- Provide proper storage for Contractor and Employee tools.
- Provide the necessary leadership and problem-solving skills to jobsite supervision.

- Ensure jobsite leadership takes the necessary ownership of mistakes created by management decisions.
- Promote the UA / Contractor Association partnership to owners and clients. Avoid finger pointing when problems arise.
- Encourage employees, but be fair and consistent with discipline if necessary.
- 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.

## EXHIBIT B: UA Standard for Excellence Policy, continued

### PROBLEM RESOLUTION THROUGH THE UA STANDARD FOR EXCELLENCE POLICY, *continued*

#### 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.
- The above information will be recorded, action plans will be formulated and the information will be passed on to the local Union Business Manager.
- 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 Union or the Contractor may call for a contractually established Labor Management Committee meeting to resolve the issues.
- Weekly job progress meetings should be conducted with Job stewards, UA supervision and management.
- The local Union 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.

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## EXHIBIT C: Freedom of Movement Policy for the State of Florida for the U.A. Locals of the Florida Pipe Trades Council

### OVERVIEW:

Union Contractors in the state of Florida who are successful in securing work covering all scopes within the geographical jurisdiction of the state of Florida will be allowed "THE FREEDOM OF MOVEMENT RULE" for the first two (2) U.A. employees of their choice from any Local within the state of Florida to travel to any Local within the state of Florida, and up to 50% of the required work force, but in no case would this number exceed the number of six (6) U.A. employees per project.

**1. Example:** A Local Union 803 Contractor who is successful in securing work in the jurisdiction of Local 295 may bring the first two (2) U.A. employees from Local 803 to work in the jurisdiction of Local 295 and then on an alternating basis, i.e., one (1) from Local 803 and one (1) from Local 295 for a maximum number of six (6) U.A. members from Local 295. This will apply to any type of project and would cover all scopes of work as claimed by the U.A.

**2.** All U.A. employees, except the "one" man per craft Representative which is allowed throughout the country by the U.A. Constitution, must be dispatched by the Local in whose jurisdiction the project is located, and all fringes, working assessments and/or travel dues will be paid to the Local Union and then all Health and Welfare and Pension Contributions will be reciprocated back to the traveling members "home Local". Note: The working assessments and/or travel dues must meet all the provisions as outlined in the U.A. Constitution or as adopted.

**3.** In all cases the contractors who are successful in securing projects outside their own geographical area must notify the Business Manager of the Local in whose jurisdiction they are members to contact the Business Manager of the local Union in whose jurisdiction they are traveling, deposit a travel card and be dispatched by that local Union.

**4.** In all cases the contractors and traveling members will abide by the terms, conditions and negotiated contracts of the Local in where they are working, and in no case will a contractor from an area traveling to another area be allowed to pay wages and fringes that are lower than the Local negotiated wages and fringes.

### 5. Amendments and grievances:

**A.** Should a dispute arise, either local Union may call on the other local Union for a clarification or adjustment of the matter in question.

**B.** All disputes shall be resolved in a mutually acceptable manner.

**C.** Should the Business Manager of the Locals in the state of Florida be unable to resolve the dispute, they will then submit the dispute to the General President of the U.A. for assistance in adjusting the grievance.

**D.** This agreement may be amended or appended at any time during its term by proper notification as outlined in the adopted resolution.

*Agreed to and approved by the Florida Pipe Trades Council.*



MCASF / Local Union 725 Collective Bargaining Agreement, Exhibit D: Wage & Benefit Schedule

Effective date: July 19, 2019											
JOURNEYMEN	Building Trades Journeymen							NSMA / Division Journeymen & Helpers			
	General Foreman	Foreman	R5	R1	R2	R3	R4	MESJ	MES2	MES3	MAT
Percentage of RI:	125%	115%	100%+\$2		80%	65%	55%	100%	50%	50%	35%
Taxable wage rate	\$46.10	\$42.41	\$38.88	\$36.88	\$29.50	\$23.97	\$20.28	\$36.88	\$18.44	\$18.44	\$12.91
Health & Welfare	\$6.85	\$6.85	\$6.85	\$6.85	\$6.85	\$6.60	\$6.60	\$6.85	\$6.85	\$6.60	\$3.65
FBRC	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	n/a
Pension	\$4.40	\$4.40	\$4.40	\$4.40	\$4.15	\$3.65	n/a	\$4.40	\$4.15	\$3.65	\$1.50
Pension Recovery	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55	n/a	\$0.55	\$0.55	\$0.55	n/a
DC (401a) Plan	\$1.00	\$1.00	\$1.00	\$1.00	\$0.90	\$0.80	\$1.00	\$1.00	\$0.90	\$0.80	n/a
Local Education	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95
International Training	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
Total employee fringes	\$14.35	\$14.35	\$14.35	\$14.35	\$14.00	\$13.15	\$9.15	\$14.35	\$14.00	\$13.15	\$6.20
Total employee package	\$60.45	\$56.76	\$53.23	\$51.23	\$43.50	\$37.12	\$29.43	\$51.23	\$32.44	\$31.59	\$19.11
Non-fringe benefit contributions:											
LU725 assessment	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr
MCASF assessment	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38

APPRENTICES & TRAINEES	Pre-App A&B	1st year	2nd year	3rd year	4th year	5th year
Percentage of RI:	30%	40%	45%	55%	60%	75%
Taxable wage rate	\$11.10	\$14.75	\$16.60	\$20.28	\$22.13	\$27.66
Health & Welfare	n/a	n/a	\$5.70	\$5.70	\$5.70	\$6.15
FBRC	n/a	n/a	n/a	n/a	n/a	n/a
Pension	n/a	\$0.35	\$0.35	\$0.35	\$2.25	\$2.30
Pension Recovery	n/a	n/a	n/a	n/a	\$0.50	\$0.50
DC (401a) Plan	n/a	n/a	n/a	n/a	\$0.69	\$0.80
Local Education	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95
International Training	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
Total employee fringes	\$1.05	\$1.40	\$7.10	\$7.10	\$10.19	\$10.80
Total employee package	\$12.15	\$16.15	\$23.70	\$27.38	\$32.32	\$38.46
Non-fringe benefit contributions:						
LU725 assessment	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr
MCASF assessment	n/a	n/a	\$0.38	\$0.38	\$0.38	\$0.38

The following fringes shall be paid on hours paid: H&W, FBRC, Pension, Pension Recovery, DC. Contributions paid on overtime hours shall be computed on the same basis as wages.

The following contributions shall be paid on hours worked: JATC, International Training Fund, MCASF assessment.

LU725 Working Assessment: 2% of gross wages + \$0.30 per hour worked applies to all classifications as an after tax wage deduction.

Apprentices: Add \$1.00 per hour premium pay for apprentices who hold a Journeyman license. Proof of license must be provided by Local Union 725 upon referral / effective date.

Apprentices: Add \$0.50 per hour premium pay for apprentices who hold a certificate approved by the JATC. Proof of certificate must be provided by LU725 upon referral / effective date.

As per section 8.05, Owner-Operators are required to report a minimum on 40 hours per weekly reporting or 173.33 per monthly reporting.

PARTICIPATION AGREEMENT	Full benefit package		H&W, DC, DB		H&W only	
	PTF-1	PTF-1U	PTF-2U	PTF-2	PHW1	PHW2
	ALUMNI	ALUMNI	ALUMNI	NON-ALUMNI	ALUMNI	NON-ALUMNI
Health & Welfare	\$6.85	\$6.85	\$6.85	\$6.60	\$6.85	\$6.60
FBRC	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Pension	\$4.40	\$4.40	\$4.40	\$4.40	\$0.00	\$0.00
Pension Recovery	\$0.55	\$0.55	\$0.55	\$0.55	\$0.00	\$0.00
DC (401a) Plan	\$1.00	\$1.00	\$1.00	\$1.00	\$0.00	\$0.00
Local Education	\$0.95	\$0.95	n/a	n/a	\$0.00	\$0.00
International Training	\$0.10	\$0.10	n/a	n/a	\$0.00	\$0.00
Total fringe package	\$14.35	\$14.35	\$13.30	\$13.05	\$7.35	\$7.10
Non-fringe benefit contributions:						
LU725 assessment	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	n/a	n/a	n/a
MCASF Contribution	\$0.38	n/a	n/a	n/a	n/a	n/a

PTF-1: Applies to FT alumni, non-bargaining unit employees who are working as owners or are working for a signatory employer in a non-bargaining employee capacity.

PTF-1U: Applies to FT alumni, non-bargaining unit employees working as union officials (BM, BA or organizer).

PTF-2U: Applies to FT alumni, non-bargaining unit employees working as training coordinator & fulltime instructors.

PTF-2: Applies to FT non-alumni, non-bargaining unit employees working for LU725, MCASF or the Service Corp.

PHW-1: Applies to FT alumni, non-bargaining unit employees who are working as owners or are working for a signatory employer in a non-bargaining employee capacity.

PHW-2: Applies to FT non-alumni, non-bargaining unit employees who are working as owners or are working for a signatory employer in a non-bargaining employee capacity.

Note: PTF-2 and PHW-2 are not eligible for the retiree subsidy; therefore, H&W contribution is \$.25 less.

Official approved schedule	
Approved: 7/19/2019	
K. SCOTT	J. DIETRICH
	

MCASF / Local Union 725 Collective Bargaining Agreement, Exhibit D: Wage & Benefit Schedule

Effective date: July 16, 2020

JOURNEYMEN	Building Trades Journeymen							NSMA / Division Journeymen & Helpers			
	General Foreman	Foreman	R5	R1	R2	R3	R4	MESJ	MES2	MES3	MAT
Percentage of RI:	125%	115%	100%+\$2		80%	65%	55%	100%	50%	50%	35%
Taxable wage rate	\$47.54	\$43.73	\$40.03	\$38.03	\$30.42	\$24.72	\$20.92	\$38.03	\$19.02	\$19.02	\$13.31
Health & Welfare	\$6.85	\$6.85	\$6.85	\$6.85	\$6.85	\$6.60	\$6.60	\$6.85	\$6.85	\$6.60	\$3.65
FBRC	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	n/a
Pension	\$4.55	\$4.55	\$4.55	\$4.55	\$4.30	\$3.80	n/a	\$4.55	\$4.30	\$3.80	\$1.50
Pension Recovery	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55	n/a	\$0.55	\$0.55	\$0.55	n/a
DC (401a) Plan	\$1.00	\$1.00	\$1.00	\$1.00	\$0.90	\$0.80	\$1.00	\$1.00	\$0.90	\$0.80	n/a
Local Education	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95
International Training	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
Total employee fringes	\$14.50	\$14.50	\$14.50	\$14.50	\$14.15	\$13.30	\$9.15	\$14.50	\$14.15	\$13.30	\$6.20
Total employee package	\$62.04	\$58.23	\$54.53	\$52.53	\$44.57	\$38.02	\$30.07	\$52.53	\$33.17	\$32.32	\$19.51
Non-fringe benefit contributions:											
LU725 assessment	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr
MCASF assessment	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38

APPRENTICES & TRAINEES	Pre-App A&B	1st year	2nd year	3rd year	4th year	5th year
Percentage of RI:	30%	40%	45%	55%	60%	75%
Taxable wage rate	\$11.41	\$15.21	\$17.11	\$20.92	\$22.82	\$28.52
Health & Welfare	n/a	n/a	\$5.70	\$5.70	\$5.70	\$6.15
FBRC	n/a	n/a	n/a	n/a	n/a	n/a
Pension	n/a	\$0.35	\$0.35	\$0.35	\$2.40	\$2.45
Pension Recovery	n/a	n/a	n/a	n/a	\$0.50	\$0.50
DC (401a) Plan	n/a	n/a	n/a	n/a	\$0.69	\$0.80
Local Education	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95
International Training	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
Total employee fringes	\$1.05	\$1.40	\$7.10	\$7.10	\$10.34	\$10.95
Total employee package	\$12.46	\$16.61	\$24.21	\$28.02	\$33.16	\$39.47
Non-fringe benefit contributions:						
LU725 assessment	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr
MCASF assessment	n/a	n/a	\$0.38	\$0.38	\$0.38	\$0.38

The following fringes shall be paid on hours paid: H&W, FBRC, Pension, Pension Recovery, DC. Contributions paid on overtime hours shall be computed on the same basis as wages.

The following contributions shall be paid on hours worked: JATC, International Training Fund, MCASF assessment.

LU725 Working Assessment: 2% of gross wages + \$0.30 per hour worked applies to all classifications as an after tax wage deduction.

Apprentices: Add \$1.00 per hour premium pay for apprentices who hold a Journeyman license. Proof of license must be provided by Local Union 725 upon referral / effective date.

Apprentices: Add \$0.50 per hour premium pay for apprentices who hold a certificate approved by the JATC. Proof of certificate must be provided by LU725 upon referral / effective date.

As per section 8.05, Owner-Operators are required to report a minimum on 40 hours per weekly reporting or 173.33 per monthly reporting.

PARTICIPATION AGREEMENT	Full benefit package		H&W, DC, DB		H&W only	
	PTF-1 ALUMNI	PTF-1U ALUMNI	PTF-2U ALUMNI	PTF-2 NON-ALUMNI	PHW1 ALUMNI	PHW2 NON-ALUMNI
Health & Welfare	\$6.85	\$6.85	\$6.85	\$6.60	\$6.85	\$6.60
FBRC	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Pension	\$4.55	\$4.55	\$4.55	\$4.55	\$0.00	\$0.00
Pension Recovery	\$0.55	\$0.55	\$0.55	\$0.55	\$0.00	\$0.00
DC (401a) Plan	\$1.00	\$1.00	\$1.00	\$1.00	\$0.00	\$0.00
Local Education	\$0.95	\$0.95	n/a	n/a	\$0.00	\$0.00
International Training	\$0.10	\$0.10	n/a	n/a	\$0.00	\$0.00
Total fringe package	\$14.50	\$14.50	\$13.45	\$13.20	\$7.35	\$7.10
Non-fringe benefit contributions:						
LU725 assessment	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	n/a	n/a	n/a
MCASF Contribution	\$0.38	n/a	n/a	n/a	n/a	n/a

PTF-1: Applies to FT alumni, non-bargaining unit employees who are working as owners or are working for a signatory employer in a non-bargaining employee capacity.

PTF-1U: Applies to FT alumni, non-bargaining unit employees working as union officials (BM, BA or organizer).

PTF-2U: Applies to FT alumni, non-bargaining unit employees working as training coordinator & fulltime instructors.

PTF-2: Applies to FT non-alumni, non-bargaining unit employees working for LU725, MCASF or the Service Corp.

PHW-1: Applies to FT alumni, non-bargaining unit employees who are working as owners or are working for a signatory employer in a non-bargaining employee capacity.

PHW-2: Applies to FT non-alumni, non-bargaining unit employees who are working as owners or are working for a signatory employer in a non-bargaining employee capacity.

Note: PTF-2 and PHW-2 are not eligible for the retiree subsidy; therefore, H&W contribution is \$.25 less.

Official approved schedule	
Approved: 7/19/2019	
K. SCOTT	J. DIETRICH
<i>K.S.</i>	<i>J.D.</i>

MCASF / Local Union 725 Collective Bargaining Agreement, Exhibit D: Wage & Benefit Schedule

Effective date: July 16, 2021

JOURNEYMEN	Building Trades Journeymen							NSMA / Division Journeymen & Helpers			
	General Foreman	Foreman	R5	R1	R2	R3	R4	MESJ	MES2	MES3	MAT
Percentage of RI:	125%	115%	100%+\$2		80%	65%	55%	100%	50%	50%	35%
Taxable wage rate	\$48.98	\$45.06	\$41.18	\$39.18	\$31.34	\$25.47	\$21.55	\$39.18	\$19.59	\$19.59	\$13.71
Health & Welfare	\$6.85	\$6.85	\$6.85	\$6.85	\$6.85	\$6.60	\$6.60	\$6.85	\$6.85	\$6.60	\$3.65
FBRC	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	n/a
Pension	\$4.70	\$4.70	\$4.70	\$4.70	\$4.45	\$3.95	n/a	\$4.70	\$4.45	\$3.95	\$1.50
Pension Recovery	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55	n/a	\$0.55	\$0.55	\$0.55	n/a
DC (401a) Plan	\$1.00	\$1.00	\$1.00	\$1.00	\$0.90	\$0.80	\$1.00	\$1.00	\$0.90	\$0.80	n/a
Local Education	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95
International Training	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
Total employee fringes	\$14.65	\$14.65	\$14.65	\$14.65	\$14.30	\$13.45	\$9.15	\$14.65	\$14.30	\$13.45	\$6.20
Total employee package	\$63.63	\$59.71	\$55.83	\$53.83	\$45.64	\$38.92	\$30.70	\$53.83	\$33.89	\$33.04	\$19.91

Non-fringe benefit contributions:

LU725 assessment	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr
MCASF assessment	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38

APPRENTICES & TRAINEES	Pre-App A&B	1st year	2nd year	3rd year	4th year	5th year
Percentage of RI:	30%	40%	45%	55%	60%	75%
Taxable wage rate	\$11.75	\$15.67	\$17.63	\$21.55	\$23.51	\$29.39
Health & Welfare	n/a	n/a	\$5.70	\$5.70	\$5.70	\$6.15
FBRC	n/a	n/a	n/a	n/a	n/a	n/a
Pension	n/a	\$0.35	\$0.35	\$0.35	\$2.55	\$2.60
Pension Recovery	n/a	n/a	n/a	n/a	\$0.50	\$0.50
DC (401a) Plan	n/a	n/a	n/a	n/a	\$0.69	\$0.80
Local Education	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95
International Training	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
Total employee fringes	\$1.05	\$1.40	\$7.10	\$7.10	\$10.49	\$11.10
Total employee package	\$12.80	\$17.07	\$24.73	\$28.65	\$34.00	\$40.49

Non-fringe benefit contributions:

LU725 assessment	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr
MCASF assessment	n/a	n/a	\$0.38	\$0.38	\$0.38	\$0.38

The following fringes shall be paid on hours paid: H&W, FBRC, Pension, Pension Recovery, DC. Contributions paid on overtime hours shall be computed on the same basis as wages.

The following contributions shall be paid on hours worked: JATC, International Training Fund, MCASF assessment.

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Apprentices: Add \$0.50 per hour premium pay for apprentices who hold a certificate approved by the JATC. Proof of certificate must be provided by LU725 upon referral / effective date.

As per section 8.05, Owner-Operators are required to report a minimum on 40 hours per weekly reporting or 173.33 per monthly reporting.

PARTICIPATION AGREEMENT	Full benefit package		H&W, DC, DB		H&W only	
	PTF-1	PTF-1U	PTF-2U	PTF-2	PHW1	PHW2
	ALUMNI	ALUMNI	ALUMNI	NON-ALUMNI	ALUMNI	NON-ALUMNI
Health & Welfare	\$6.85	\$6.85	\$6.85	\$6.60	\$6.85	\$6.60
FBRC	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Pension	\$4.70	\$4.70	\$4.70	\$4.70	\$0.00	\$0.00
Pension Recovery	\$0.55	\$0.55	\$0.55	\$0.55	\$0.00	\$0.00
DC (401a) Plan	\$1.00	\$1.00	\$1.00	\$1.00	\$0.00	\$0.00
Local Education	\$0.95	\$0.95	n/a	n/a	\$0.00	\$0.00
International Training	\$0.10	\$0.10	n/a	n/a	\$0.00	\$0.00
Total fringe package	\$14.65	\$14.65	\$13.60	\$13.35	\$7.35	\$7.10

Non-fringe benefit contributions:

LU725 assessment	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	n/a	n/a	n/a
MCASF Contribution	\$0.38	n/a	n/a	n/a	n/a	n/a

PTF-1: Applies to FT alumni, non-bargaining unit employees who are working as owners or are working for a signatory employer in a non-bargaining employee capacity.

PTF-1U: Applies to FT alumni, non-bargaining unit employees working as union officials (BM, BA or organizer).

PTF-2U: Applies to FT alumni, non-bargaining unit employees working as training coordinator & fulltime instructors.

PTF-2: Applies to FT non-alumni, non-bargaining unit employees working for LU725, MCASF or the Service Corp.

PHW-1: Applies to FT alumni, non-bargaining unit employees who are working as owners or are working for a signatory employer in a non-bargaining employee capacity.

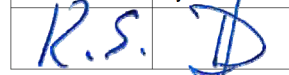
PHW-2: Applies to FT non-alumni, non-bargaining unit employees who are working as owners or are working for a signatory employer in a non-bargaining employee capacity.

Note: PTF-2 and PHW-2 are not eligible for the retiree subsidy; therefore, H&W contribution is \$.25 less.

Official approved schedule

Approved: 7/19/2019

K. SCOTT J. DIETRICH



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