

**BUILDING TRADES
AGREEMENT**

**UNITED ASSOCIATION
LOCAL UNION 42
Norwalk, Ohio**

AND

THE MCA-NCO CONTRACTORS

**Effective
July 1, 2019 – June 30, 2024**

Table of Contents

<u>Article</u>	<u>Page No.</u>
Definitions	2
I – HIRING OF MEN	
Sec. 1. Qualified Craftsmen	2
Sec. 2A. Exclusive Hiring	2
Sec. 2B. Request of Supervision	3
Sec. 2C. Dispatching of Men	3
Sec. 3. Registration	3
Sec. 3A. Identification and Qualification	3
Sec. 4. Referral of Men	3
Sec. 5. Non-Discriminatory Referral	4
Sec. 6. Labor/Management Committee	4
Sec. 6. Member/Local Union Responsibilities	5
Sec. 6. Employer/Management Responsibilities	5
Sec. 6B. Meeting of L/M Committee	6
Sec. 6C. Grievance Procedures	6
Sec. 7. Apprentices	7
Sec. 8. Layoff	7
Sec. 9. Savings Clause	7
II – WORKING CONDITIONS	
Sec. 1. Working Conditions	8
Sec. 1A. Optional Four Day Work Week	8
Sec. 1B. Optional Five 8's or Four 10's Work Week	8
Sec. 2. Starting & Quitting Time	8
Sec. 3. Overtime & Holiday Work	8
Sec. 3A. Five Day Work Week	8
Sec. 3B. Four Day Work Week	8
Sec. 3C. Overtime & Holiday Work	9
Sec. 4. Transportation/Job to Another	9
Sec. 5. Vehicles Insurance	9
Sec. 6. Pay Days	9
Sec. 7. Tools	10
Sec. 8. Payment of Discharged Employees	10
Sec. 9. Starting & Show Up Time	10
Sec. 10. Payroll (Wages Held Back)	10
Sec. 11. Apprentice Ratio	10
Sec. 12. Alternative Apprentice Ratio	11
Sec. 13. Apprentices Rates – Overtime	11
Sec. 14. Transportation of Tools & Materials	11
Sec. 15. Drug Policy Program	11
Sec. 16. Shift Work	11
Sec. 17. Wage Rates	12
Sec. 18. Dues Deductions	12

II – WORKING CONDITIONS (Cont.)

Sec. 19.	Travel Out of Jurisdiction	13
Sec. 20.	Lunch Period/Overtime Work	13
Sec. 21.	Unemployment & Workers' Compensation	13
Sec. 22.	Stewards	13
Sec. 23.	Foremen	13
Sec. 24.	Supervision & Rates	14
Sec. 25.	Piping – Job Site	14
Sec. 26.	Subcontracting	14
Sec. 27.	Fringe Benefits, Payments out of Jurisdiction	15
Sec. 28.	Trucks Identification	15
Sec. 29.	Company Supervisor	15
Sec. 30.	Safety/Education	15
Sec. 31.	Technology	15
Sec. 32.	Care of Injured Employees	15
Sec. 33.	Shelter/Lunch Room	16
Sec. 34.	Union Representation/Construction Sites	16
Sec. 35.	Welding Tests	16
Sec. 36.	Residential Plumbing & M.E.S.	16

III – NATIONAL HEALTHCARE 16

IV – BONDING REQUIREMENTS 16-17

V – EMPLOYEES CONTRACTING 17

VI – JURISDICTION OF WORK 17-21

VII – EDUCATIONAL FUND 21-22

VIII – LOCAL PENSION FUND 22-23

IX – PLUMBERS & PIPEFITTERS NATIONAL PENSION FUND 23-25

X – LOCAL RETIREMENT FUND 25-26

XI – HEALTH & WELFARE FUND 26-27

XII – MCA INDUSTRY FUND 27

XIII – UNION SECURITY CLAUSE 28

XIV- FRINGE DETERMINATION 28

XV - DURATION OF AGREEMENT

Sec. 1. Agreement & Termination	28
Sec. 2. Jurisdictional Area/Other Agreements	28
Sec. 3. Legality/Witnesses	28

SIGNATURE PAGE	29
----------------	----

DIVISION LIGHT COMMERCIAL AGREEMENT	32
-------------------------------------	----

INDEX	37 -38
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BUILDING TRADES AGREEMENT
BETWEEN
UNITED ASSOCIATION
PLUMBERS AND STEAMFITTERS LOCAL 42

and

THE MCA-NCO CONTRACTORS

Effective
July 1, 2019 – June 30, 2024

* * * * *

This Building Trades Agreement (hereinafter referred to as the Agreement) made by and between the Mechanical Contractors Association of North Central Ohio (MCA-NCO), as designee for the undersigned employer (hereinafter designated as the Employer), and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the U.S. and Canada Local Union #42, (hereinafter designated as the Union), for the purpose of promoting harmonious relations between two parties, and to set forth herein the basic Agreement covering wages and other conditions of employment. This shall be the only Local Building Trades Agreement in force and in effect between the Union and any signatory contractor.

The MCA-NCO Contractors of North Central Ohio recognizes Local Union 42 and the Union recognizes the Association, as the exclusive bargaining agency, respectively for Employees and all of the Association's members and for those non-members that have assigned bargaining rights to the Association, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for all Employees who perform, and with respect only to, work which comes within the Trade and Territorial Jurisdiction of the Union.

The Union, as the recognized agent of the employees engaged in plumbing, steamfitting, pipefitting, refrigeration and the Employer sign this Agreement and the provisions of this Agreement shall be binding upon both parties in the jurisdiction of Local 42.

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

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

The territorial jurisdiction of Local #42 shall consist of the following counties: Lorain, Erie, Huron, Ashland, Richland, Morrow, Knox, Crawford and Wyandot, and any other work assigned to this Local Union by the U.A. General Office.

The Employer recognizes the establishment of jointly administrated Benefit Funds and commits to maintaining management representatives on the Board of Trustees as established in this agreement.

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

DEFINITIONS

EMPLOYEE – The term “Employee” shall mean a Journeyman or Apprentice plumber, steamfitter, pipefitter, welder, refrigeration or air conditioning man, housing division plumber and mechanical equipment serviceman, employed by an employer engaged in work set forth in Article VI of this Agreement.

EMPLOYER – the term “Employer” shall mean any contractor engaged in the work set forth in Article VI of the Agreement.

ARTICLE I HIRING OF MEN

Section 1. Qualified Craftsmen

The Employer shall only employ qualified journeymen plumbers, pipefitters, refrigeration men. Journeymen plumbers, pipefitters and refrigeration men shall be qualified for employment who have had at least five (5) years actual practical working experience at the plumbing, pipefitting or refrigeration trade as a journeyman or apprentice in the building and construction industry and who either:

- a) Have successfully served an apprenticeship at the trade under an apprenticeship program approved by the United States Bureau of Apprenticeship Training or State Division of Apprenticeship Standards.
- b) Have had previous employment as a Journeyman plumber, pipefitter or refrigeration man with an Employer signatory to this agreement and whose services have proved satisfactory, or
- c) Have successfully passed any competency examination that adequately tested the degree of skill and training necessary to be a competent Journeyman plumber, pipefitter, or refrigeration man. Any questions as to what constitutes a “competency” examination shall be resolved by the Examining Board and/or the Joint Apprenticeship Committee.

Section 2. Exclusive Hiring

Employers shall hire qualified journeyman plumbers, pipefitters, refrigeration men, and supervision by calling the Union. Whenever an employer requires a journeyman plumber, pipefitter or refrigeration man on any job, he shall notify the Local Union office, either in writing or by telephone stating the location, starting time, approximate duration of the job, the type of work to be performed and the number of workmen required.

Section 2B. Request of Supervision

A request for a key man must be confirmed in writing to the Union and only one (1) request per job will be honored, with the exception of replacement of the requested man. Request by the Employer for one (1) key man to act as either Superintendent, General Foreman, Area Foreman or Foreman will be honored.

The foregoing is subject to the condition that if the job or the man's employment on the job site lasts less than thirty (30) working days, unless he quits, is laid off, or is discharged, he cannot be reduced in pay.

A request, to be made in writing, to include man's name, job site location, approximate duration of job, name of company making request, and signed by an officer of the company.

Section 2C. Dispatching of Men

The dispatching of all men to jobs shall be by the Dispatching Agent or officer authorized by him.

Section 3. Registration

The Union shall establish and maintain an appropriate registration facility for qualified applicants available for employment as journeymen plumbers, pipefitters and refrigeration men. Applicants shall be registered on the appropriate craft out-of-work list, i.e., either plumber, pipefitter, refrigeration man, etc., in the order of time and date of registration. Each applicant for employment shall be required to furnish such data, records, names of employers, and licenses as may be deemed necessary and each applicant shall complete such form or registration as shall be submitted to him. Applicants for employment shall also list any special skills that they possess.

An applicant who has had five (5) years actual practical working experience at the plumbing, pipefitting or refrigeration trade but who has not passed any competency examination as to his skill or competency shall be accepted for registration but shall not be dispatched until he passes an examination given by the Examining Board.

Section 3A. Identification and Qualification

Contractors to get Certification and Qualification print out on current employees and members dispatched to contractors, upon request.

Section 4. Referral of Men

Upon the request of an Employer for plumbers, pipefitters, refrigeration men and supervision, the Union shall immediately refer competent and qualified registrants to that employer in sufficient number required by the employer, in the manner and under the conditions specified in this Agreement from the separate appropriate out-of-work list on a first man in, first out basis; that is, the first man registered shall be the first man referred, except that:

- a) Requests by Employers for particular plumbers, pipefitters, refrigeration men previously employed by the employer and who have been laid off or terminated by the employer within one hundred and eighty (180) days previous to the request, shall be given preference of rehire and shall be dispatched to that Employer, regardless of the applicant's position on the out-of-work list. This request is to be in writing on a form provided by the Union. Recalled employees are to be dispatched through the Local Union office and by the Business Representatives only.

- b) Bonafide requests by the Employer for plumbers, pipefitters, refrigeration men with special skills and abilities will be honored. The dispatcher shall dispatch persons possessing such skills and abilities in the order in which their names appear on the out-of-work list. Such a decision of the dispatching agent in referring registrants is appealable to the Labor/Management Committee as hereinafter provided.

Section 5. Non-discriminatory Referral

The Union and the Employer agree that all programs carried forward during the term of this working agreement shall be in accordance with the President's Executive Order no. 11246 and Title VII of the Civil Rights Act of 1964, as amended. The parties agree that all hiring shall be on a non-discriminatory basis without regard to race, color, creed, sex, age, national origin or disability, and that such hiring policies as may take place following this agreement shall be carried forward in strict compliance with the Age Discrimination in Employment Act, the Americans with Disabilities Act, and in accordance with all applicable State of Ohio Statutes governing equal employment hiring practices.

The Union and the Employer do hereby agree that referrals of journeymen shall be on the following basis:

- a) Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements.
- b) The Employer retains the right to reject any job applicant referred by the Union by signing said referral slip.
- c) The Union and the Employer shall post in place where notices to all employees and applicants for employment are customarily posted all provisions relating to the function of the hiring provisions of this Agreement.

Section 6. Labor/Management Committee

6A. The parties to this Agreement shall create a Labor/Management Committee, composed of an equal number of representatives, to supervise and control the operation of the job referral system herein. The Labor/Management Committee is empowered:

- a) To establish any and all rules and regulations from time to time that it deems advisable for the operation of the job referral plan.
- b) Properly post the rules and regulations, together with the provisions of this Agreement as set out in Section 5, at the Union dispatch office, at the Employer's office and at the job site.
- c) To hear and determine any and all disputes or grievances arising out of the operation of the job referral system including, but not limited to, grievances arising out of work registration, work referrals and the preparation of the referral registration lists. Any applicant or registrant shall have a right of appeal of any dispute or grievance arising out of and relating to the operation or functioning of the job referral plan to the Labor/Management Committee.
- d) To conduct written examinations for qualifying of journeyman, in accordance with the provisions of this Agreement. All examinations given by the Examining Board and/or Joint

Apprenticeship Committee shall be fair, impartial and in keeping with the present standards of competency and skill possessed by journeymen in the industry.

- e) The Labor/Management Committee will meet to implement a journeyman training program in accordance with Article I, Section 6.
- f) UA-MCAA Standard for Excellence

The United Association Standard for Excellence policy is a Labor/Management commitment to uphold the highest industry standards for quality in the workplace and ensure customer satisfaction.

MEMBER AND LOCAL UNION RESPONSIBILITIES:

- Arrive on time. Adhere to lunch and break times. (Personal cell phones are only used at this time).
- Be prepared with required tools. Respect tools and equipment supplied by employer.
- Adhere to the zero tolerance substance abuse policy.
- Eliminate work disruptions.
- Ensure safe on-time completion of projects.
- Respect property. Vandalism is not tolerated.
- Be productive and dress appropriately.
- Respect and adhere to employer and customer rules and policies.
- Follow management directives.
- Enhance skill level by using local and international training classes and take advantage of the certification system.

EMPLOYER AND MANAGEMENT RESPONSIBILITIES:

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

- Ineffective management, superintendents, journeymen and apprentices will be returned to the referral hall.
- Provide worker recognition.
- Ensure all materials needed are available.
- Provide storage for tools.

- Provide leadership to jobsite supervisors.
- Ensure leadership takes responsibility for mistakes created by management decisions.
- Be consistent and fair with disciplinary action.
- Create and maintain a safe work environment.
- Promote and support continued education and training.
- Have properly manned projects.
- Treat employees with respect.
- Cooperate and communicate with job steward.

The Labor/Management Committee shall provide in the rules and regulations of the job referral for an appeal to an impartial umpire whenever the Labor/Management Committee reaches a deadlock over a dispute concerning a refusal to register an applicant, the proper registration or dispatching of any applicant. The impartial umpire shall be designated by mutual agreement of the parties. The authority of the impartial umpire shall be limited to interpreting and applying the rules and regulations of the Labor/Management Committee. The decisions of the Labor/Management Committee or the impartial umpire shall be final, binding and conclusive on all parties, including applicants.

If any question arises as to the qualifications and competency of an applicant, the Labor/Management Committee shall make the determination. Such determination shall be fair and impartial, without regard to applicant's membership or non-membership in the Union.

Section 6B. Meeting of Labor/Management Committee

A Labor/Management Committee composed of the Negotiating Committee of the Union and the Employers who have signed this Agreement, shall meet once every two months or on special call at all times to settle disputes arising under the terms of this Agreement. No one directly involved in a dispute shall sit on the board. An alternate may be seated for anybody directly involved and there shall be an equal number of votes with a minimum of five on either side.

Section 6C. Grievance Procedures

Any grievance or dispute between the parties to this Agreement shall be promptly adjusted through the following steps of procedure:

1. Within one (1) working day of the occurrence of the grievance the aggrieved Employer or Employee shall attempt settlement through the Union Steward and Job Foreman.
2. Failing to settle the dispute, the grievance shall be submitted in writing and shall be heard by the Union Business Representative and a top level Management Representative at a mutually agreed date not more than three (3) working days after the failure to settle the dispute in Step 1.
3. Failing to settle the dispute, the grievance shall be submitted in writing to and heard by a meeting of the Joint Labor/Management Committee at a mutually agreeable date, not more than three (3) working days following the meeting of the Union Business

Representative with the Management Representative. A majority of the equally represented Labor/Management Committee shall cause settlement of the dispute which shall be binding upon both parties involved.

Failure to resolve the dispute will result in each party comprising the Labor/Management Committee appointing one representative and these two representatives shall mutually agree upon a third neutral representative. These three people shall within five (5) working days, render a binding decision.

Section 7. Apprentices

Employment of apprentices shall be governed by the provisions of the Joint Apprenticeship Training Program provided for in the other provisions of this Agreement.

Each year members of the Labor/Management Committee shall make a joint recommendation to the Joint Apprenticeship Committee regarding the number of apprentices to be indentured.

Section 8. Layoff

Upon termination of employment, each Employer covered by the terms of this Agreement, shall complete and submit to the separated employee and the Union a "Notice of Layoff" form. Such form shall contain information as to the date of the notice, the date on which the termination took place, and the reason for such termination. Copies of the form will be supplied by the Union for this purpose.

Section 9. Savings Clause

"The above hiring provisions have been entered into in order to comply with the Mountain Pacific doctrine of the National Labor Relations Board. Upon any board or court decision or administrative ruling modifying or changing the Mountain Pacific doctrine, either party to this Agreement shall have the right to re-open negotiations pertaining to the hiring provision by giving the other party thirty (30) days written notice."

If any part of this Agreement is declared not valid under law or be suspended pending legal determination of validity, the remaining parts of the Agreement shall remain in full force and effect.

In the event any part of this Agreement is declared not valid, the parties hereto agree to enter immediate negotiations, to be consummated within thirty (30) days following written notice of the request for negotiations, for the purpose of achieving satisfactory replacement of the invalid portion of this Agreement.

- a) If the Federal Government institutes wage controls in any form and any portion of this Collective Bargaining Agreement is deferred or cut back, the parties shall meet promptly and if the action of the Federal Government which caused the deferment or cutback makes it legally permissible to do so, the parties shall attempt to reallocate the monetary equivalent of the deferred or cutback wages or benefits in a manner that complies legally with the action of the Federal Government.
- b) It is not legally permissible to reallocate the deferred or cutback portion. The Employer shall commence paying the wage and/or benefit rate that was deferred or cutback when and if it becomes legally permissible to do so.

ARTICLE II WORKING CONDITIONS

Section 1. Working Conditions

Eight (8) consecutive hours between the hours of 6:00 A.M. and 6:00 P.M., exclusive of a half hour lunch period four (4) hours after starting time, shall constitute a day's work. Forty (40) hours in the five-day period from Monday through Friday, inclusive, during the hours aforesaid shall constitute a week's work. Starting and quitting time on a particular job may be changed or set by mutual agreement between the Employer and the Union. But in no case, shall the work day start prior to 6:00 A.M.

Section 1A. Optional Four (4) Day Work Week

Ten (10) consecutive hours of work, exclusive of a half hour lunch period, shall constitute a day's work. Forty (40) hours in the four (4) day period from Monday through Thursday shall constitute a week's work.

If inclement weather warrants men not working any day Monday through Thursday, Friday may be worked as a make up day at the straight time rate of pay as specified above.

Section 1B. Optional Five (5) 8's or Four (4) 10's Work Week

The Employer has the option of working either five (5) eight (8) hour days or four (4) ten (10) hour Days to constitute a normal forty (40) hour work week. Under no terms shall an employee work a split shift of four tens (4-10's) and five eights (5-8's) during one calendar week.

The Employer can change from one such schedule to the other subject to the limitation that they give the Union seven (7) calendar days notice.

In an effort to provide continuity between other crafts and/or the customer's work force, the above schedule may be changed by mutual agreement between the Employer and the Union.

Section 2. Starting & Quitting Time

Members of Local 42 agree to report for work any place in their jurisdiction at a scheduled starting time and quitting time with a reasonable amount of time allowed to check tools out after starting time and check tools in before quitting time.

Section 3. Overtime & Holiday Work

Overtime work shall be deemed to include all work performed outside of the regular hours and days specified above and shall be compensated for at the following rates.

Section 3A. Five (5) Day Work Week

The first two (2) hours work performed in excess of the eight (8) hour work day Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half (1½) times the straight time rate. All work performed on Sundays, holidays, and in excess of ten (10) hours per day, Monday through Friday and eight (8) hours on Saturday shall be paid at two (2) times the straight time rate.

Section 3B. Four (4) Day Work Week

The first ten (10) hours work performed on Friday shall be paid at one and one-half (1½) times the straight time rate. The first eight (8) hours work performed on Saturday shall be paid at one and one-

half (1½) times the straight time rate. All work performed on Sunday, holidays and in excess of ten (10) hours, Monday through Friday and eight (8) hours on Saturday, shall be paid at two (2) times the straight time rate.

Section 3C. Overtime & Holiday Work

The following holidays shall be observed and, if worked, shall be paid at the rate of double time: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day* and Christmas Day. If any of these listed holidays fall on Sunday, the following Monday shall be observed as the holiday. If any of these listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday.

*The Friday after Thanksgiving Day shall be observed as a holiday effective July 1, 1995 for the duration of this Agreement.

Work may be performed on emergency repair work which requires overtime, however, shall be paid in conformity with the following schedule:

- a) 3:30 P.M. to 7:00 A.M. Monday through Friday, time and one-half (1½).
- b) 7:00 A.M. to 3:30 P.M. Saturday, time and one-half (1½).
- c) 3:30 P.M. Saturday to 7:00 A.M. Monday (also holidays), double time (2).
- d) Emergency repair work for the purpose of this section shall be defined as those operations necessary to provide heat; water closet waste disposal, a supply of natural gas and of hot water; and relief from utility leaks endangering life, health and/or property, where no alternative facilities are available. Due to requests by customers for emergency work items which are not covered by the above mentioned scope, the following shall apply: any job considered an emergency by the customer outside the above mentioned items shall be approved by the Business Manager or Business Agent. This is to protect the work of the United Association.

Section 4. Transportation/Job to Another

It is agreed that Employers shall furnish all transportation, other than to and from work, in the morning and at quitting time. When employee's vehicle is used to go to more than one (1) job site, the current I.R.S. mileage allowance shall be paid to said employee. When free parking is not available at the job site, it shall be paid by the employer but not to exceed five Dollars (\$5.00) per day with a receipt.

Section 5. Vehicles Insurance

Insurance sufficient to indemnify any member of Local 42 that operates any vehicles used by an employer shall be maintained on said vehicles. This is intended to mean medical, property damage, and/or any kind of liability. A certificate of insurance is to be sent to Local Union 42.

Section 6. Pay Days

All employees covered by this Agreement shall be paid once each week and on the job one-half hour before quitting time. Payment for wages shall be made by cash or check; if payment is made by check, such checks must be drawn upon a local bank in Local 42's jurisdiction. If at any time a check for payment of wages is not honored by reason of "insufficient funds" all future payments may be made in cash at the option of the Union.

If payment is not made by quitting time, on the regularly scheduled pay day, the employee will be paid each late hour at the applicable rate of pay at or on the job site.

Payment for wages may be made by electronic deposit on the scheduled payday. Electronic Direct Deposit of paychecks is at the employer's option.

If a layoff occurs when the Contractor's office is closed, and payroll is not available, the employees shall have the option of picking up their check by noon the next business day, at the contractor's office, or an agreed upon location within the jurisdiction of Local 42. If the employee does not wish to use the pickup option, the contractor may mail or direct deposit the check the next day. If the contractor has no office in Local 42's jurisdiction, the checks are to be forwarded to the Local 42 office and received no later than the second business day.

Section 7. Tools

Employees will furnish a six foot rule and/or a thirty (30) foot tape measure, torpedo level, and channel locks.

Section 8. Payment of Discharged Employees

A Journeyman or Apprentice that is discharged shall be paid immediately, but quitting of their own free will need not be paid until the regular scheduled payday. When an employee is laid off, he shall receive his pay one and one-half (1½) hours before the regular quitting time, such time to be included in this pay.

The one and one-half (1½) hour rule shall not apply when an employee's dispatch ticket reads "**short term.**" It being understood that the employee shall receive his pay at or before the regular quitting time in order to examine it for accuracy.

Section 9. Starting & Show Up Time

A Journeyman or Apprentice shall be paid not less than one-half (1/2) day's pay when called out on any given day and be paid for actual hours worked after the first four (4) hours. If inclement weather warrants not working, they shall be paid two (2) hours time provided they have reported for work at the starting time, and they shall be sent home within those two (2) hours. If men are notified not to report to work before leaving home, the show up time will not apply. When working on an overtime day, they will receive the applicable rate of pay as per this Agreement.

Section 10. Payroll (Wages Held Back)

No more than five (5) days wages will be held back by the employer.

Section 11. Apprentice Ratio

No apprentice shall be employed by any contractor unless there is a journeyman employed steadily with the following ratio:

Journeyman	Apprentice
1. 1	1
2. 2	2
3. 3	3
4. 4-6	4
5. 7-10	5
6. 11-13	6
7. 14-15	7
8. 16-18	8
9. 19-20	9

- | | | |
|-----|-------|----|
| 10. | 21-23 | 10 |
| 11. | 24-26 | 11 |
| 12. | 27-30 | 12 |
| 13. | 31-34 | 13 |
| 14. | 35-38 | 14 |
| 15. | 39-40 | 15 |
16. 1 Apprentice to every 5 Journeymen thereafter

Section 12. Alternative Apprentices Ratio

Notwithstanding the foregoing, an Employer will be entitled to apprentices on a ratio of one journeyman to one apprentice on the following described construction work.

1. On water treatment plants, waste water treatment plants, prefabricated water treatment plants, lift stations, elevated water tanks, meter vaults, underground work on site at treatment, water mains and fire protection external mains, all construction work on public utilities obtained by Employer other than the plumbing and heating.
2. On all construction projects wherein the work involves sanitary sewers, storm sewers and water lines (commonly referred to as "site work") performed outside the structure of the building.

Section 13. Apprentice Rates – Overtime

All apprentice rates for overtime shall be paid according to the overtime provision of the Agreement.

Section 14. Transportation of Tools and Material

The Employer shall furnish all transportation of materials and tools of all types to and from the job, except employee supplied tools.

Section 15. Drug Policy Program

In compliance with the Industrial Relations Council (IRC) decision dated July 17, 2006: From the wage increase of \$1.45 per hour, 10 cents was allocated per the industrial Relations Council (IRC) to start a Drug Testing and Training Program. The program will be administered through the Local 42 J.A.T.C. office and will be for all Local 42 members working under the Collective Bargaining Agreement.

Section 16. Shift Work

Shift work may be performed by mutual agreement between the Union and Employer in a manner consistent with the needs of the Customer.

When shifts are required, the 1st shift shall work 8 hours at the regular straight time rate.

The 2nd shift shall work 8 hours at the regular straight time rate, plus a \$2.00/hour shift additive.

The 3rd shift shall work 8 hours at the regular straight time rate, plus a \$2.25/hour shift additive.

A thirty minute lunch shall be mutually agreed upon by the job superintendent and the union representative and shall not be considered time worked.

All time worked before and after the established work day of eight (8) hours, Monday through Friday, shall be paid at the appropriate overtime rate. All work commencing with the beginning of the established work day on Saturday shall be paid at the rate of time and one-half. All work commencing with the beginning of the established work day on Sundays and/or holidays shall be paid at the rate applicable in the appropriate local agreement not to exceed double time.

If a job is to be worked 24 hours on two 12 hour shifts, starting time will be by mutual agreement between the Union and the Employer.

Section 17. Wage Rates

The wage rate for Journeymen plumbers, pipefitters and refrigeration fitters covered by this Agreement shall be as follows:

Effective July 1, 2019 – Total Wage Package = \$56.81/hr. Bldg. Trades/ \$58.81/hr. Heavy Industrial
Effective July 1, 2020 – Total Wage Package = \$58.01/hr. Bldg. Trades/ \$60.01/hr. Heavy Industrial
Effective July 1, 2021 – Total Wage Package = \$59.21/hr. Bldg. Trades/ \$61.21/hr. Heavy Industrial
Effective July 1, 2022 – Total Wage Package = \$60.41/hr. Bldg. Trades/ \$62.41/hr. Heavy Industrial
Effective July 1, 2023 – Total Wage Package = \$61.61/hr. Bldg. Trades/ \$63.61/hr. Heavy Industrial

Heavy Industrial wage to remain at \$2 over the current Building Trades wage.

See appendix A for scope of Heavy Industrial

The Union shall allocate funds from the above wage rates to the H & W Plan based on actuarial studies and to the Education Fund based on a needs study by the JATC. The Union shall notify each Employer regarding any allocation or reallocation of the total wage package by providing thirty (30) day written notice prior to the effective date of the allocation of the wage package. Provided, however, effective July 1, 2019, and until further written notice as stated herein, the wage package shall be as follows:

Effective July 1, 2019

Base Rate (Journeyman)	BT \$32.22/hr.	HI \$34.22/hr.
National Pension Fund		1.58/hr.
International Training Fund		.10/hr.
J.A.T.C. Fund (Education Fund)		1.00/hr.
Local Retirement Fund		3.87/hr.
Local Pension Fund		5.60/hr.
Health & Welfare Fund		11.92/hr.
Local 42 Building Fund		.03/hr.
PEC to United Association		.05/hr.
Local Drug Testing & Training Program		.01/hr.
MCA Industry Fund		.51/hr.

Section 18. Dues Deductions

Section 1. The Employer agrees to furnish the Union with a monthly list of names of the Employees on his payroll along with the gross pay of the Employees, and total of dues deducted weekly in the amount specified by the Union. The Union agrees to furnish the Employer with properly signed authorization for the Union Dues Deduction from Gross Pay.

Section 2. Such payment is to be received by the designated depository not later than the 15th day following the end of the calendar month being reported. If the 15th day of the month falls on Saturday, Sunday or a Holiday, then the payment will be due the next working day after.

Section 3. The Employer covered by this Agreement or made a party hereto, shall agree to make their payroll records available to an independent Certified Public Accountant at any time in which the Trustees of this said Fund feel it necessary for an external audit.

Section 4. If an Employer fails to make payment on or before the date required by this Agreement, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorney's fees. The Employer liability for payment hereunder shall not be subject to the grievance or arbitration procedure provided under the Collective Bargaining Agreement.

Section 5. The Employer covered by this Agreement or made a party hereto shall agree to secure a Fringe Benefit Performance Bond to cover all Fringe Benefits to be contributed, in the amounts corresponding to the number of employees, as stated in Article IV.

Section 19. Travel Out of Jurisdiction

Whenever it is necessary that a member of Local 42 be sent out of the Jurisdiction of Local 42 and shall use their vehicle to travel to and from the job, they shall receive the current I.R.S. mileage allowance. Said mileage to be computed from the jurisdictional line to and from the job site. Whenever it is necessary that they remain away from home, they shall receive their actual living expense. Also, there shall be no repercussion on anyone who refuses to travel outside the Local 42 jurisdiction.

Section 20. Lunch Period/Overtime Work

Whenever it is necessary to work more than two hours overtime, thirty (30) minutes shall be granted for a lunch period at the end of the first two hours overtime and every four hours thereafter on the Employer's time.

Section 21. Unemployment & Worker's Comp

The Employer must provide for the coverage of their employees with Unemployment Insurance and Worker's Compensation regardless of number of employees. A copy of the Employer's account number for Unemployment Insurance and Worker's Compensation must be on file in the Union office.

Section 22. Stewards

All jobs that will require five (5) or more men shall have a Job Steward, who shall be a working journeyman appointed by the Business Manager or Business Representative of the Local Union, with input from the Employer. In addition to his work as a journeyman, he shall be permitted to perform during working hours such of his Union Duties as cannot be performed at other times (it being understood and agreed that the Steward's duties shall not include any matters relating to referral hiring and termination or disciplining of the employees). For the sake of consistent job administration of the Collective Bargaining Agreement, the Steward will be the last non-supervisory employee laid off, provided that he is qualified to do the work required of his craft at each succeeding stage of the construction process.

Section 23. Foremen

All firms employing members of Local 42 shall have a foreman which shall be a member of Local 42. Foreman Certification (for those being dispatched as a foreman) must be completed by June 30, 2015. No Foremen will be dispatched from the Hall who have not met this UA/MCA Certification.

Section 24. Supervision & Rates

Total Number of Men on Job		Supervision		
3 - 10	1 W.F.	*		
11 - 20	2 W.F.			
21 - 30	3 W.F.	1 G.F.		
31 - 40	4 W.F.	1 G.F.		
41 - 50	5 W.F.	1 G.F.	1 Supt.	
51 - 60	6 W.F.	1 G.F.	1 Supt.	
61 - 70	7 W.F.	1 A.F.	1 G.F.	1 Supt.
71 - 80	8 W.F.	1 A.F.	1 G.F.	1 Supt.
81 - 90	9 W.F.	2 A.F.	1 G.F.	1 Supt.
91 -100	10 W.F.	2 A.F.	1 G.F.	1 Supt.

Foreman.....	10% above Journeyman Rate
Area Foreman.....	15% above Journeyman Rate
General Foreman.....	20% above Journeyman Rate
Superintendent.....	25% above Journeyman Rate

* When a Superintendent is required from the start of the job, a General Foreman will not be required until there are forty-one (41) men on the job. When over 100 men are on any job, the above chart will be followed again.

If a project or job calls for or will have a total number of twenty-one (21) or more men, a General Foreman will be required from the start of the job.

If a project calls for or will have a total number of fifty-one (51) or more men, a Superintendent will be required from the start of the job. Only one company representative shall be allowed for each employer, to be brought into or hired from Local 42.

Supervision shall be selected and hired solely by the employer and shall be members of Local 42. They shall act as agent of the employer only and shall not apply or attempt to apply any regulation, rule, by-law, or provision of the Union's Constitution in any respect or any obligation of union membership.

Area Foremen, General Foremen and Superintendents shall act in a supervisory capacity only.

Section 25. Piping – Job Site

All piping thirty-six (36) inches and down must be cut, threaded and fabricated on the job site or in the shop within the jurisdiction of Local 42, by an employer signatory to this agreement. Factory standard lengths or random lengths of threaded or grooved pipe will be allowed.

Section 26. Subcontracting

The Employer hereby agrees that he will not subcontract or sublet any "on site" plumbing work or pipefitting work or any work in connection therewith, or any work coming within the trade jurisdiction of the United Association or its Local Union to any firm, person, or corporation not under contract with the United Association or its Local Unions.

Section 27. Fringe Benefits, Payments Out Of Jurisdiction

When Journeymen are sent beyond the jurisdiction of the Union Local 42 by the Employers, Health & Welfare, JAC, Pension and Retirement Benefits and MCA-NCO shall be paid by the Employer in said employee's name to Local 42. It being understood that the Employer shall not be required to pay double fringes.

Section 28. Trucks Identification

All firms working under this Agreement shall be required to identify all trucks engaged in such work with at least three (3) inch lettering indicating the firm name. Each side of the truck is to be lettered. All lettering to be permanent, non-removable except temporary removable signs will be allowed on leased or rented vehicles.

Section 29. Company Supervisor

An Employer whose principal place of business is located outside the territorial jurisdiction set forth in the Agreement may bring with it one (1) key man to act in a supervisory capacity, but the said supervisor shall not work with the tools of the trade or handle material after three (3) or more men are on the job.

Section 30. Safety/Education

- a) The Employer shall furnish reasonable safety equipment, welding gloves, sleeves and foul weather gear on the job for employees. Employees using said equipment will be responsible for reasonable safe-guard and care of same. Employees shall be required to complete the OSHA safety training course as approved by the Labor Management Committee.
- b) Foremen, Servicemen and Journeymen shall be required to obtain and maintain certain certifications as determined by the Local 42 and MCA Labor Management Committee. This training shall be on the employees' own time.
 - 1) OSHA 30 Certification must be obtained by all employees by June 30, 2015.
 - 2) Confined Space and aerial lift Education will be obtained by all employees by June 30, 2015.
 - 3) Other certifications/Education requirements that the Labor/MGT Committee agree on, can be added at any time during the term of this agreement.
 - 4) Recognized Education and Certifications shall be a qualification for dispatch. (If an unemployed member does not have a requested recognized qualification/training/certification, he/she will not be eligible to bid on that job.)

Section 31. Technology

By mutual agreement between the Employee and the Employer, employees will be authorized to use Personal Technology during normal business hours for Employer Business purposes only. Utilizing Personal Technology for personal purposes is to be restricted to recognized break periods.

Section 32. Care of Injured Employees

When a member is injured in the shop or on the job, the person designated by the Employer shall take charge of the member and see that he is given first aid, and if seriously injured, taken to the hospital or to his home. The person designated by the Employer shall make a reasonable effort to see that the member's clothing and car are made safe or returned to the injured member's home.

The person designated by the Employer shall be paid for the time involved in getting the injured employee treatment and taking care of his clothing and car. The injured employee shall be paid in full for the day of injury, if unable to return to work in the opinion of the attending physician. The Steward shall make a complete report to the Employer and to the Local Union of the accident.

Section 33. Shelter/Lunch Room

The Employer shall furnish a shelter for lunch period and changing of clothes. This shelter is to be used for this purpose only. When possible, a partition may be installed in the material trailer if there is adequate space for men on the job site. The shelter shall be cleaned weekly. The shelter will be heated, cooled with the use of a fan at a minimum and lighted for safety.

Section 34. Union Representation/Construction Sites

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

Section 35. Welding Tests

With the exception of the UA Certified welder program, whenever a welding test is required by the Employer, it is agreed that the employee while taking such a test shall be an employee of the Employer. Tests are to be conducted at the convenience of the Employer, and the employee shall be paid prevailing wages. When welding and cutting, another journeyman or Apprentice of the same Employer shall be in the immediate area at all times and work with the tools. All certified welds will be stamped with the welder's certified identification before leaving the job each day, by the welder.

Section 36. Residential Plumbing and M.E.S.

Whenever a job falls under the scope of the Housing or M.E.S. Agreement, the employer shall be entitled to use Building Trades employees under the provision of the Housing or M.E.S. Agreements, with the exception that they be notified in advance and shall have the right to refuse same.

While working under the Housing or M.E.S. Agreement, the employee will be able to accept a Building Trades job when it is again available, if under his established qualifications, before any new Building Trades employees are hired. If at any time a lay-off is necessary, a lay-off slip will be signed and state lack of work.

ARTICLE III NATIONAL HEALTH CARE

If National Health Care becomes law, and everyone participates, our present health and welfare donation will be used to cover the above mentioned item, and if any monies are leftover, the monies left will become part of our wages.

ARTICLE IV BONDING REQUIREMENTS

Security for Delinquent Employers – An Employer who is delinquent in the timely remittance of fringe benefit payments more than once per calendar year or more than fifteen (15) days late any time shall secure a payment bond for three (3) years from a bonding company licensed to do business in Ohio and approved by the Trustees or their designate according to the following schedule:

Prior to employing union members under this agreement, an Employer shall secure a payment bond for three (3) years from a bonding company licensed to do business in Ohio and approved by the Trustees or their designate according to the following schedule:

Men Employed at Bonding Date.....	Face Value of Bond
Up to 5 Employees.....	\$35,000
Add, per each additional Employee.....	\$ 7,500

Any Employer who starts a new business and becomes signatory to this Agreement or any Employer that is new to Local 42 and coming into the jurisdiction outlined in Article XIII, Section 2, without prior benefit payment experience and becoming signatory to this Agreement shall deposit with the Fund Administrator Five Thousand Dollars (\$5,000.00) per covered employee in cash, certified check or payment bond. Cash deposits shall be placed in an interest bearing account in a savings and loan or commercial bank. The cash and interest shall be returned to the Employer after five (5) years or when his work in the jurisdiction is completed, whichever comes first.

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

**ARTICLE V
EMPLOYEES CONTRACTING**

Employees shall not be allowed to contract labor at any time or work for anyone other than duly qualified Employers as set forth in this Agreement. Employees shall use their influence to have all work go through the established channels of business with the Employer.

**ARTICLE VI
JURISDICTION OF WORK**

The jurisdiction of work of Local Unions under the Rochester Decision of the A.F.L. Convention of 1912 is as follows. This is to be superseded only by mutual agreement made by the United Association's General Office with other Crafts.

Section 1. All piping for plumbing, water, waste, floor drains, drain grates, supply leader, soil pipe, grease traps, sewage and vent lines.

Section 2. All piping for water filters, water softeners, water meters and the setting of same.

Section 3. All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances and the handling and setting of the above mentioned equipment.

Section 4. All water mains from whatever source including branches and fire hydrants.

Section 5. All water services from main to building including water meters and water meter foundations.

Section 6. All downspouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks.

Section 7. All liquid soap piping, liquid soap tanks, soap valves and equipment in bath and washrooms, shower stalls, etc.

Section 8. All bathroom toilet room and shower room accessories i.e., towel racks, paper holders, glass shelves, hooks, mirrors, cabinets.

Section 9. All lawn sprinkler work, including piping, fittings and lawn sprinkler heads.

Section 10. All sheet lead lining for x-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipe fitting industry.

Section 11. All fire stand pipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hoses, cabinets and accessories and all piping for sprinkler work of every description.

Section 12. All block tin coils, carbonizing gas piping for soda fountains and drains.

Section 13. All piping for railing work and racks of every description whether screwed or welded.

Section 14. All piping for hydraulic, vacuum pneumatic, air, water, steam, oil or gas used in connection with railway cars, motor railway cars and railway locomotives.

Section 15. All piping for pneumatic-vacuum cleaning systems of every description.

Section 16. All marine piping and all piping used in connection with ship building and shipyards.

Section 17. All power plant piping of every description.

Section 18. The handling, assembling and erecting of all economizers, superheaters, regardless of the mode or method of making joint hangers and erection of the same.

Section 19. All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs, and water grates, boiler compound equipment, etc.

Section 20. The setting, erecting and piping for all smoke consuming and smoke washing and regulating devices.

Section 21. 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.

Section 22. All soot blowers and soot collecting piping systems.

Section 23. The handling and erecting of all boiler feed water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, cooler, and all piping for same in power houses, distributing and boosting stations, refrigeration bottling, distilling, and brewing plants, heating, ventilating and air-conditioned systems.

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

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

Section 26. All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment and appurtenances.

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

Section 28. All fire extinguishing systems and piping, whether by water, steam, gas or chemical, fire alarm piping and control tubing.

Section 29. All piping for sterilizing, chemical treating, deodorizing, and all cleaning systems of every description and laundries for all purposes.

Section 30. All piping for power or heating purposes, either by water, gas, air, steam, oil, chemicals or any other method.

Section 31. All piping for oil or gasoline tanks, gravity or pressure lubricating and greasing systems, air and hydraulic lifts, etc.

Section 32. All piping, setting and hanging of all units and fixtures and radiant ceiling panels, for air-conditioning, cooling, heating, roof cooling, refrigeration, ice making, humidifying, dehumidifying and dehydrating, by any method and the changing and testing, servicing of all work after completing.

Section 33. All pneumatic tube work and all piping for carrying systems by vacuum, compressed air, steam, water or any other method.

Section 34. All piping to stoves, fire grate, blast and heating furnaces, ovens, driers, heaters, oil burners, stokers, boilers and cooking utensils, etc. of every description.

Section 35. All piping in connection with central distribution filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorination and chemical treatment work and all underground supply lines to cooling wells, suction basins, settling basins, aeration basins.

Section 36. All process piping for refining, manufacturing, industrial and shopping purposes of every character and description.

Section 37. All air piping of every description.

Section 38. All temporary piping of every description in connection with building and construction work, excavation and underground construction.

Section 39. The laying out and cutting of all holes, chases, channels and sleeves, the setting and erection of bolts, inserts, tanks, brackets, supports, sleeves, thimbles, hangers, conduits and boxes, used in connection with the pipefitting industry.

Section 40. The handling and setting of boilers, boiler fronts, soot blowers and the attaching of all boiler trimmings.

Section 41. All pipe transportation lines for gas, oil, gasoline, fluids, water and booster stations of every description.

Section 42. All acetylene and arc welding, brazing, lead burning, solder and wiped joints, expanded joints, caulked joints or any other mode or method of making joints in connection with the pipefitting industry.

Section 43. Laying out, cutting, bending and fabricating of all pipe work of every description by whatever mode or method.

Section 44. All methods of stress relieving of all pipe joints by whatever mode or method.

Section 45. The assembling and erection of tanks used for mechanical, manufacturing or industrial purposes to be assembled with bolts, packed or welded joints.

Section 46. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work, materials used in the pipefitting industry.

Section 47. The operation, maintenance, repairing, servicing and dismantling of all work installed by Journeymen members of the United Association.

Section 48. All piping for cataracts, cascades, i.e., artificial waterfalls, make up water fountains, captured waters, water towers and spray ponds used for industrial, manufacturing, commercial or for any other purpose.

Section 49. Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, wood or any other kind of material or product manufactured into pipe usable in the pipefitting industry regardless of size or shapes.

Section 50. The unloading, reloading and handling of all the above, whether by hand or with power equipment and the signaling of the power equipment whenever used in the performance of the above.

Section 51. All pipe hangers, pipe supports, blocking, etc., regardless of types of material used with the exception of permanent concrete supports, shall be the work of Plumbers and Steamfitters Local 42.

Section 52. All dewatering systems, including all pipe, pumps, drains, run-offs of every description, installing and dismantling and operating of same.

Section 53. The erecting and dismantling of all types of scaffolding and staging of every kind in connection with the Plumbing and Pipefitting Industry shall be done by members of Plumbers and Steamfitters Local 42.

Section 54. In recognition of the above work jurisdictional claims, it is understood that the assignment of work and the settlement of jurisdictional disputes with other Building Trades Organizations shall be adjusted in accordance with the procedures established by the National Joint Board for the settlement of Jurisdictional Disputes or any successor agency of the Building and Construction Trades Department.

Section 55. "Installation and maintenance of such equipment as covered by the National Mechanical Equipment Service and Maintenance Agreement, which is hereby made a part of this Agreement and all other work included in the trade jurisdictional claims of the United Association."

Section 56.

- a) The unloading, removal loading, reloading, setting, erecting, installation handling, rigging, assembling and dismantling of all machinery and equipment, with pipe attached to same by whatever reason, or for whatever reason or method, will be the work of the U.A. unless specified in agreements with other crafts.
- b) Any pipe, machinery, and equipment coming under the jurisdiction of the U.A. when removed for whatever reason and replaced with new or rebuilt replacement, the removal of the pipe machinery and/or equipment will be the work of the U.A.
- c) The first pipe joint (of all descriptions) off of any and all vessels shall be the work of the U.A.

**ARTICLE VII
EDUCATIONAL FUND**

Section 1.

Under this Agreement, the Employer and the Union agree that there is established the Plumbers and Steamfitters Local Union 42 Educational Agreement and Declaration of Trust. This Educational Fund shall be administered by the Joint Apprenticeship Committee which shall consist of an equal number of members designated by the Employer and by the Union who shall also serve as Trustees in the administration of the Educational Trust Fund established by the provisions of this article. This Board shall meet jointly to administer the Apprentice and Journeyman Training program and to establish its own rules and regulations.

Section 2.

Commencing with the first day of July 2019, and for the duration of the current Collective Bargaining Agreement between the parties, and any renewals or extensions thereof, the Employer covered by

this Agreement or made a party hereto shall contribute one dollar (\$1.00) per hour for each hour of work performed for all Journeymen and Apprentices in the employ of the Employer in the form of monthly payments to the Education Fund as established herein. Such remittance shall be made payable to "Trustees of Local Union 42, Plumbers and Steamfitters Fringe Benefit Funds." Payment of said one dollar (\$1.00) per hour to the Educational Trust Fund shall be in accordance with the terms of the Agreement and Declaration of this Article. Such payment is to be received by the designated depository no later than the 15th day following the end of the calendar month being reported. If the 15th day of the month falls on Saturday, Sunday, or a Holiday, then the payment will be due in the next working day after. If a payment is late the Trustees of the Educational Fund may assess liquidated damage in the amount of ten percent (10%) of the total amount due for the first month or part thereof which the Employer's monthly payment is delinquent and interest at one percent (1%) for each succeeding month.

Section 3.

The Employer covered by this Agreement or made a party hereto shall agree to make their payroll records available to an independent Certified Public Accountant at any time in which the Trustees of this said Fund feel it necessary for an external audit. The Employer agrees to be subject to the provisions of the agreements and declarations of trust and/or other governing instruments of the Educational fund and shall be bound by the terms, provisions and conditions of all rules, regulations, resolutions and amendments promulgated by the Trustees of the Education Fund whether currently existing or promulgated during the term of this Agreement.

Section 4.

If an Employer fails to make contributions on or before the date required by this Agreement, the Union and/or Board of Trustees shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorneys' fees and such late payment fees which may be assessed by the Trustees. The Employers' liability for payment hereunder shall not be subject to the grievance or arbitration procedure under the Collective Bargaining Agreement.

Section 5.

The Employer covered by this Agreement or made a party hereto shall agree to secure a Wage and Fringe Benefit Performance Bond to cover all Fringe Benefits to be contributed, in the amounts corresponding to the number of employees as stated in Article IV.

ARTICLE VIII LOCAL PENSION FUND

Section 1.

Under this Agreement, the Employer and the Union agree that there is established the "Plumbers and Steamfitters Local Union No. 42 Pension Agreement and Declaration of Trust". This Pension Fund shall be administered and controlled by the Board of Trustees composed of an equal number of representatives from both the union and the Employers, the purpose being to provide pension benefits.

Section 2.

Commencing with the first day of July, 2019, and for the duration of the current Collective Bargaining Agreement between the parties, and any renewals or extensions thereof, the Employer covered by this Agreement or made a party hereto shall contribute Five dollars and sixty cents (\$5.60) per hour for each hour of work performed for all Journeymen and Apprentices in the employ of the Employer in the form of monthly payments to the Pension Fund as established herein. Such remittance shall be payable to the order of "Trustees for Local 42, Plumbers and Steamfitters Fringe Benefit Fund". Payment of the Five dollars and sixty cents (\$5.60) per hour to the Pension Fund shall be in accordance with the terms of the Agreement and Declaration of Trust referred to in this Article. Such payment is to be received by the designated depository no later than the 15th day following the end of the calendar month being reported. If the 15th day of the month falls on Saturday, Sunday or a Holiday, then the payment will be due the next working day after. If a payment is late, the Trustees of the Pension Fund may assess liquidated damages in the amount of ten percent (10%) of the total amount due for the first month or part thereof which the Employer's monthly payment is delinquent and one percent (1%) interest per month or part thereof which the Employer is delinquent.

Section 3.

The Employer covered by this Agreement or made a party hereto shall agree to make their payroll records available to an Independent Certified Public Accountant at any time in which the Trustees of this said Fund feel it necessary for an external audit. The Employer agrees to be subject to the provisions of the agreements and declarations of trust and/ or governing instruments of the Pension Fund and shall be bound by the terms, provisions and conditions of all rules, regulations, resolutions and amendments promulgated by the Trustees of the Pension Fund whether currently existing or promulgated during the term of this Agreement.

Section 4.

If an Employer fails to make contributions on or before the date required by this Agreement, the Union and/or Board of Trustees shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorneys' fees and such late payment fees which may be assessed by the Trustees. The Employers' liability for payment hereunder shall not be subject to the grievance or arbitration procedure under the Collective Bargaining Agreement.

Section 5.

The Employer covered by this Agreement or made a party hereto shall agree to secure a Wage and Fringe Benefit Performance Bond to cover all Fringe Benefits, to be contributed, in the amounts corresponding to the number of employees, as stated in Article IV.

ARTICLE IX PLUMBERS AND PIPEFITTERS NATIONAL PENSION FUND

Revised Standard Form of Participation Agreement

Section 1.

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

- 1a) Commencing with the first day of July, 2019 and for the duration of the current Collective Bargaining Agreement between the parties, and any renewals or extensions thereof, the Employer agrees to make payments to the Plumbers and Pipefitters National Pension Fund for each Employee who is in each classification listed below in accordance with the Collective Bargaining Agreement.

<u>Classification</u>	<u>Amount</u>	<u>Effective Date</u>
Journeyman	\$1.58/hour	7/1/2010
Apprentice	\$1.58/hour	7/1/2010

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

- b) The Employer shall make the contributions set out in Article II, Section 17 of the Collective Bargaining Agreement for each hour or portion thereof, for which an Employee is paid or entitled to payment for performance of duties of the Employer. (Each overtime hour shall be counted as one regular hour for which contributions are payable.)
- c) Contributions set out in Article II, Section 17 of the Collective Bargaining Agreement shall be paid starting with the Employee's first day of employment in a job classification covered by the Collective Bargaining Agreement.
- d) The Employer shall continue contributions to the Fund for any compensated Employees who were previously covered by the Fund as members of the bargaining unit and who are continuing to perform work of the type covered by the Collective Bargaining Agreement for at least half of their hours with the Employer. It is understood that the Employer may not make contributions on behalf of an Employee who owns, or whose spouse owns 10% or more of the corporation unless it signs and abides by a participation agreement covering such owner Employees. It is also agreed that the Employer shall not make contributions to the Fund on behalf of any Employees other than those specified herein.
2. The payments to the Pension Fund required above shall be made to the "Plumbers and Pipefitters National Pension Fund" which was established under an Agreement and Declaration of Trust, dated July 23, 1968 and restated December 13, 1978. The Employer, by signing this Standard Form of Participation Agreement, or by signing a Collective Bargaining Agreement providing for participation in the Plumbers and Pipefitters National Pension Fund, agrees to be bound by all of the terms and conditions of the Restated Agreement and Declaration of Trust. Any Employer so adopting the restated Agreement and Declaration of Trust thereby ratifies, accepts and designates as its representatives the Employer Trustees then serving as such and authorizes said Employer Trustees to designate additional Employer Trustees and successor Employer Trustees in accordance with the terms and conditions thereof, and authorizes the Trustees to adopt amendments to the stated Agreement and Declaration of Trusts. The Employer hereby acknowledges receipt of a copy of the Restated Agreement and Declaration of Trust in effect when this Agreement is signed.

3. It is agreed that the Pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.
4. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to retain an accountant or accounting firm to perform payroll audits of the Employer to determine whether the correct amount of contributions have been made or to determine whether contributions have been made on behalf of all Employees covered by the plan.
5. If an Employer fails to make contributions to the Pension Fund within 20 days of the end of the month during which the work was performed, the Union shall have the right to take whatever steps are necessary to secure compliance, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs and expenses for collecting the payments due, together with attorney's fees, interest on the unpaid contributions of 12% per annum and liquidated damages of 10% of the unpaid contributions. The Employer's liability provided under the Collective Bargaining Agreement.
6. The parties agree that this Participation Agreement shall be considered a part of the Collective Bargaining Agreement between the undersigned parties.
7. The expiration date of the present Collective Bargaining Agreement between the undersigned parties is June 30, 2024. Copies of the Collective Bargaining agreements and all renewal or extension agreements will be furnished promptly to the Pension Fund office and, if not consistent with this Participation Agreement, can be used by the Trustees as the basis for termination of participation of the Employer.

ARTICLE X LOCAL RETIREMENT FUND

Section 1.

Under this Agreement, the Employer and the Union agree that there is established the "Plumbers and Steamfitters Local Union No. 42 Retirement Agreement and Declaration of Trust". This Retirement Fund shall be administered and controlled by the Board of Trustees composed of an equal number of representatives from both the Union and the Employers, the purpose being to provide retirement benefits.

Section 2.

Commencing with the first day of July, 2019, and for the duration of the current Collective Bargaining Agreement between the parties, and any renewals or extensions thereof, the Employer covered by this agreement or made a party hereto shall contribute Three dollars and eighty-seven cents (\$3.87) per hour for each hour of work performed for all Journeymen and Apprentices in the employ of the Employer in the form of monthly payments to the Retirement Fund as established herein. Such remittance shall be payable to the order of "Trustees for Local 42, Plumbers and Steamfitters Fringe Benefit Funds". Payment of the Three dollars and eighty-seven cents (\$3.87) per hour to the Retirement Fund shall be in accordance with the terms of the Agreement and Declaration of Trust referred to in this Article. Such payment is to be received by the designated depository no later than

the 15th day following the end of the calendar month being reported. If a payment is late, the Trustees of the Pension Fund may assess liquidated damages in the amount of ten percent (10%) of the total amount due for the first month or part thereof which the Employer's monthly payment is delinquent and one percent (1%) interest per month or part thereof which the Employer is delinquent.

Section 3.

The Employer covered by this Agreement or made a party hereto shall agree to make their payroll record available to an Independent Certified Public Accountant at any time in which the Trustees of this said Fund feel it necessary for an external audit. The Employer agrees to be subject to the provisions of the agreements and declarations of trust and/ or governing instruments of the Retirement Fund and shall be bound by the terms, provisions and conditions of all rules, regulations, resolutions and amendments promulgated by the Trustees of the Retirement Fund whether currently existing or promulgated during the term of this Agreement.

Section 4.

If an Employer fails to make contributions on or before the date required by this agreement, the Union and/or Board of Trustees shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorneys' fees and such late payment fees which may be assessed by the Trustees. The Employers' liability for payment hereunder shall not be subject to the grievance or arbitration procedure under the Collective Bargaining Agreement.

Section 5.

The Employer covered by this Agreement or made a party hereto shall agree to the provisions for a Wage and Fringe Benefit Performance Bond to cover all Fringe Benefits to be contributed, in the amounts corresponding to the number of employees, as stated in Article IV.

ARTICLE XI HEALTH AND WELFARE

Section 1.

Under this Agreement, the Employer and the Union agree to establish the "Plumbers and Steamfitters Local No. 42 Health and Welfare Agreement and Declaration of Trust." This Fund shall be administered by a board of Trustees which shall consist of an equal number of members designated by the Employers and the Union, the purpose being to provide Health and Welfare benefits.

Section 2.

Commencing with the first day of July, 2019, and for the duration of the current Collective Bargaining Agreement between the parties, and any renewals or extensions thereof, the Employer covered by this Agreement or made a party hereto shall contribute eleven dollars and ninety-two cents (\$11.92) per hour for each hour of work performed for all Journeymen and Apprentices in the employ of the Employer in the form of monthly payments to the Health and Welfare fund as established herein. Such remittance shall be made payable to the order of "Trustees of Local 42, Plumbers and Steamfitters Fringe Benefit Funds." Payment of the eleven dollars and ninety-two cents (\$11.92) per hour to the Health and Welfare Fund shall be in accordance with the terms of the Agreement and Declaration of Trust referred to in this Article. Such payment is to be received by the designated depository no later than the 15th day following the end of the calendar month being reported. If the

15th day of the month falls on Saturday, Sunday or a holiday, then the payment will be due the next working day after. If a payment is late the Trustees of the Health and Welfare Fund may assess liquidated damage in the amount of ten percent (10%) of the total amount due for the first month or part thereof which the Employer's monthly payment is delinquent and one percent (1%) interest on the total amount due for each succeeding month or part thereof which the Employer is delinquent.

Section 3.

The Employer covered by this Agreement or made a party hereto shall agree to make their payroll records available to an independent Certified Public Accountant at any time in which the Trustees of this said Fund feel it necessary for an external audit. The Employer agrees to be subject to the provisions of the agreements and declarations of trust and/or other governing instruments of the Health and Welfare Fund and shall be bound by the terms, provisions and conditions of all rules, regulations, resolutions and amendments promulgated by the Trustees of the Health and Welfare Fund whether currently existing or promulgated during the term of this Agreement.

Section 4.

If an Employer fails to make contributions on or before the date required by this Agreement, the Union and/or Board of Trustees shall have the right to take whatever steps are necessary to secure compliance with this Agreement, and the provisions of the Collective Bargaining Agreement to the contrary notwithstanding and the Employer shall be liable for all costs for collecting the payments due together with attorneys' fees and such late payment fees which may be assessed by the Trustees. The Employer liability for payment hereunder shall not be subject to the grievance or arbitration procedure under the Collective Bargaining Agreement.

Section 5.

The Employer covered by this Agreement or made a party hereto shall agree to the provisions for a Wage and Fringe Benefit Performance Bond to cover all Fringe Benefits to be contributed, in the amounts corresponding to the number of employees, as stated in Article IV.

**ARTICLE XII
MCA INDUSTRY FUND**

Section 1.

Under this agreement, the Employer and the Union agree to establish the "MCA Industry Fund". This fund will be funded by mandatory employer contributions by all signatory contractors (MCA members and Independent contractors). This fund will be administered solely by the Mechanical Contractors' Association of North Central Ohio (MCA-NCO). Its' purpose is to promote the plumbing and pipefitting industry and represent the interest of all signatory contractors in education, legislation, Market Share Improvement and safety.

Section 2.

Commencing with the first day of July 1, 2019 and for the duration of the current Collective Bargaining Agreement between the parties, and any renewals or extensions thereof, the Employer covered by this Agreement shall make contributions for each hour or portion thereof, for which an employee is paid or entitled to payment for performance of duties for the Employer as follows:

July 1, 2019 – June 30, 2024 = \$0.51/hr.

**ARTICLE XIII
UNION SECURITY CLAUSE**

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing on the effective date of this Agreement shall, on the eighth (8th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date, shall on the eighth (8th) day following the beginning of such employment become and remain members in good standing in the Union.

**ARTICLE XIV
FRINGE DETERMINATION**

It is further agreed that any determination for future benefits by the Joint Trustees, and of the Union body can be made during the duration of this contract. Thirty (30) days notice by the Joint Trustees, in writing, to the employers will be sufficient time to allow the deduction to become part of this contract, and the deductions will come from the wage package in force at the time of this Agreement.

**ARTICLE XV
DURATION OF AGREEMENT**

Section 1. Agreement & Termination

This Agreement shall be in full force and effective for this period beginning July 1, 2019 and ending June 30, 2024. If neither party demands amendment or termination or written consideration of a new Agreement sixty (60) days prior to the date of expiration or prior to the date of any renewal terms, then this Agreement shall continue in full force and effect for another year and will automatically be renewed from year to year.

Negotiations of the successor agreement will begin no later than March 1, 2024 and, if not resolved by April 30, 2024 the Union and the Mechanical Contractors Association of North Central Ohio (hereinafter M.C.A.) agree to submit the dispute to the Industrial Relations Council for Plumbing and Pipefitting Industry (hereinafter I.R.C.) and further agree that all terms and conditions of this agreement shall continue in full force and effect pending final decision by the I.R.C. The decision of the I.R.C. shall be binding upon the Union and the M.C.A. including all member contractors.

Section 2. Jurisdictional Area/Other Agreements

It is agreed that this Agreement will, upon acceptance, supersede and cancel any and all other Collective Bargaining Agreements that may have been in effect previously in Erie, Huron, Lorain, Ashland, Richland, Morrow, Knox, Crawford, and Wyandot Counties, with exception of the Ohio State Association Mechanical Equipment Service and the Ohio State Association Residential Housing Agreements.

Section 3. Legality/Witnesses

It is agreed and understood that in case any provision of this Agreement shall be found contrary to law such findings shall not affect the other provisions of this Agreement which shall continue in full force and effect.

APPENDIX A

The Local 42 and MCA Heavy Industrial work shall consist of:

1. **Auto Manufacturer Plants:**
 - Ford Ohio Truck - Avon Lake
2. **Steel Mills**
 - USS - Lorain
 - REP - Lorain
 - AK - Mansfield
 - Copperweld – Shelby
3. **Oil and/or Natural Gas Company Facilities for Pump Stations**
4. **Fracking Sites**
5. **Compressor Stations**
6. **Oil Refining**
7. **Electric Utility Generation Facilities**
 - First Energy - Lorain
8. **Chemical Plants**
 - Lubrizol /PolyOne / Mexichem - Avon Lake
 - United Initiators - Elyria
 - BASF - Elyria
 - AkzoNobel/PPG – Huron
9. **CertainTeed – Milan/Avery**
10. **NASA – Plum Brook**

- a) The above list includes all projects covered by Heavy Industrial as of 6/27/2019.
- b) All fabrication done in the Contractor's shop or elsewhere from the actual construction site shall be considered the Heavy Industrial Rate if it is destined for a Heavy Industrial jobsite.
- c) Any addition or deletion of sites above must be agreed to by the L/M Committee.
- d) This Heavy Industrial Rate does not apply to MES Work.

IN WITNESS WHEREOF, the parties of this Agreement have caused the same to be signed the 27th day of June, 2019 by the duly authorized representatives of each party hereto and the authority of which Agreement, it is admitted by both parties is vested in the parties whose signatures are hereto attached.

PLUMBERS AND STEAMFITTERS LOCAL 42:

John Youngberg, Chairman
Brian Vanderpool
Michael Taylor
William Hall

Allan Lengyel
Timothy Smith
Zach Elias, Alternate
John Brumby, Alternate

MECHANICAL CONTRACTORS ASSOCIATION OF NORTH CENTRAL OHIO, INC:

Joseph Lucas
Dan Lucas
Nick Diederich
Thomas Wanner, Executive Director

Sam Jeremay
Frank Deluca
Chris Buckholz
William A. Buckholz, Alternate

FOR THE UNION

BY: (PRINT NAME) _____

(Signature)

(Date)

FOR THE CONTRACTOR

BY: (PRINT NAME) _____

(Signature)

(Date)

(Company Name)

(Street Address)

(City & State)

(Telephone No.)

(OH Workers Comp. No.)

(OH Unemployment Ins. No.)

THE MECHANICAL CONTRACTORS ASSOCIATION OF NORTH CENTRAL OHIO, INC.

THOMAS WANNER, EXECUTIVE DIRECTOR

DAN LUCAS, CHAIRMAN

JOE LUCAS

NICK DIEDERICH

FRANK DELUCA

SAM JEREMAY

WILLIAM BUCKHOLZ, alternate

CHRIS BUCKHOLZ

UNION: Plumbers & Steamfitters Local 42 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the U.S. and Canada, AFL-CIO:

JOHN YOUNGBERG, CHAIRMAN

BRIAN VANDERPOOL

MICHAEL TAYLOR

TIMOTHY SMITH

ALLAN LENGYEL

WILLIAM HALL

ZACH ELIAS, alternate

JOHN BRUMBY, alternate

Attached to this CBA is an addendum to the Local 42-MCA-NCO Building Trades Agreement, a Light Commercial Agreement between Local 42 and The MCA-NCO.

Division Light Commercial Agreement

1. Definitions

- a. Building Trades Work shall include anything not defined as Division Light Commercial Work. In addition, it includes work performed under:
 - i. Project Labor Agreements
 - ii. Prevailing Wage Projects
 - iii. Portability Agreement Projects
 - iv. Community Workforce/Benefit Agreements
- b. Division Light Commercial Work shall include Office Buildings (four stories and less), Medical/Dental Buildings (two stories and less), Hotels and Motels (four stories and less) except those attached to a conference center, or entertainment complex (i.e. Kalahari, Great Wolf) but including those where the attached facilities are listed in this section, College Dorms, Pharmacies, Auto Parts Stores, Auto Service Stores, Car Washing Facilities, Convenience Stores, Hardware Stores, Strip Malls, Retail Stores and Facilities, Grocery Stores, Banks, Bars, Restaurants, Assisted Living Facilities, Nursing Homes and work described below in manufacturing facilities.
 - i. Plumbing remodels
 - ii. Comfort Air Conditioning and Heating
 - iii. Domestic Water Piping
 - iv. Natural Gas Piping where the largest system pipe is 2" or less
 - v. Compressed Air piping systems where largest system pipe is 2" or less
 - vi. The above specifically excludes any welded piping or medical gas pipingCommercial facilities not specifically listed may still be Division Light Commercial Work provided it is of similar size and scope of facilities listed in this section.
- c. A Local Contractor is defined as a signatory contractor whose principle place of business is located in the Local 42 jurisdiction.

2. General

- a. This agreement will include a Schedule A for particular amendments to this Agreement for wages, contributions and deductions.
- b. This agreement will only be available to all signatory contractors however no portability of employees will be allowed.
- c. The length of this agreement shall coincide with the length of the Building Trades agreement.
- d. Any contractor utilizing this agreement must employ a minimum of one (1) Local 42 member on each project.

3. Manpower

- a. Division manpower will come from the following sources:
 - i. An organized individual who will be identified as a Division Plumber Trainee or Journeyman and placed in one of the following classifications.
 1. Division Plumber Trainee I: 4,000 to 7,999 hours of field/trade experience.
 2. Division Plumber Trainee II: 8,000 to 11,999 hours of field/trade experience.

3. Division Plumber Journeyman: 12,000 to 14,000 hours of field/trade experience and passage of required testing.
 4. Individuals with less than 4,000 hours of experience will not be organized.
 - ii. Building Trades Journeyman and Apprentices, who commit to working on a Division project. Their commitment:
 1. Will require the individual to finish a project and precludes him from “dragging up” to take a Building Trades job.
 2. Is limited to 30 days or the length of the project, whichever is longer. This period can be extended if agreed to by the contractor, member, and the union leadership.
 3. During the commitment period defined by 3.a.ii.2, the H&W contribution rate (\$3.50) shall be recognized as a full hour of contribution as if the individual was working on a Building Trades work. After this time period, the H&W contribution rate (\$3.50) will be prorated based on the prevailing contribution rate as is done when an individual works out of the jurisdiction and the contribution rate is less than Local 42’s.
 4. 1st, 2nd, and 3rd year Apprentices working under this agreement shall be paid the appropriate Building Trades apprentice wage rate and the Division Plumber Journeyman fringe rate.
 5. Building Trades Journeymen and 4th & 5th year apprentices working under this agreement shall be paid the Division Journeyman wages and fringes.
 - iii. Foreman
 1. Foreman scale on Division work will be equivalent to Building Trades Journeyman scale. The fringe package for foreman on Division work will be that of a Division Plumber Journeyman.
 2. When the Foreman on Division work is a Building Trades Journeyman, he or she shall receive Building Trades fringes.
 - iv. Requirements for Promotion of Division Plumber Journeyman to Building Trades Journeyman
 1. 14,001 hours of documented UA work experience hours in the plumbing and pipefitting field, and;
 2. Successful passage of the 5th year, end of apprenticeship exam for Building Trades Apprentices, and;
 3. Successful passage of the UA Star exam for the appropriate craft (i.e. plumber, pipefitter, etc.).
4. Other
- a. Apprentice Ratios
 - i. There is no journeymen/trainee to apprentice ratio for Division work. However, an apprentice must always work under the supervision of a Journeyman or Foreman.
 - ii. Apprentices on Division work shall not be included when determining Building Trades apprenticeship ratios.

- iii. Division Journeymen/Trainees shall not be considered when determining Building Trades apprenticeship ratios.
- b. Referral System
 - i. Local 42 shall maintain a separate referral system for workers under this agreement in accordance with items 20 and 21.
 - ii. Division Trainees and Journeymen
 - 1. When calls for Division Plumber Trainees or Journeymen are placed, Local 42 will have 2 days to man the work.
 - a. First, to Division Plumber Trainees or Journeymen who have signed the Division Plumber Trainee Job (DPTJ) list.
 - b. Second, to qualified/certified Building Trades Journeymen/Apprentices who have signed the DPTJ list.
 - c. In cases where neither Division Plumbers Trainees/Journeymen nor Building Trades Journeymen/Apprentices are available after two days, men waiting to be organized will be brought in and slotted in where needed.
 - d. A procedure will be established to determine where those brought in are to be classified and their associated rate of pay.
 - iii. When Building Trades Journeymen/Apprentices are dispatched for Division work.
 - 1. The dispatched Journeyman/Apprentice shall sign an agreement form with Local 42 and the contractor to work for the lower rate and fulfill the commitment according to 3.a.ii.1-4.
 - a. No commitment/obligation shall be for more than 30 days except when the initial request stated a longer period.
 - b. At the end of the 30 days or the requested period the agreement may be extended by mutual agreement of all parties involved.
 - c. When the Building Trades Journeyman/Apprentice takes a Division call, his name will stay on the Building Trades Journeyman out of work list as long as he/she fulfills his commitment/obligation to the employer, as stated in the dispatch agreement.
 - d. If he/she does not fulfill his obligation, he shall lose his position on the out of work lists and his/her name will be placed at the bottom of his/her crafts lists.
 - iv. Appeals of the referral procedure will be handled by the Joint Labor Management Committee.
- c. Division Plumber Trainees/Journeymen working on Building Trades work.
 - i. No Division Plumber Trainees/Journeymen shall be employed on Building Trades work.
 - ii. Grievances filed against a contractor for a violation of the above item 4.c.i will automatically be elevated to Step 3 of the Grievance Procedure as spelled out in Section 6C of the Building Trades Agreement.
- d. Preference of Building Trades Journeymen

- i. Recognizing the desire to provide employment to existing union members, the following guidelines shall be used.
 - 1. Each local contractor under this agreement has the right to hire/organize up to two (2) Division Plumbers Trainees/Journeymen without any other consideration including Item 4.b; thereafter,
 - 2. During periods when there are a minimum of ten Building Trades Journeymen signed to the Division Plumber Trainee Job (DPTJ) list with the appropriate certifications and when Local 42 is unable to provide Division manpower as stipulated in Item 4.b.ii.1.a:
 - a. A contractor will have the ability to select someone from the aforementioned availability list.
 - b. A contractor will be prohibited from hiring/organizing a Division Trainee/Journeyman.
- e. Tools
 - i. All Division Plumber Journeymen/Apprentices working under this agreement must carry and maintain:
 - 1. A six (6) foot rule
 - 2. A thirty (30) foot tape measure
 - 3. A torpedo level
 - 4. An adjustable pliers
 - 5. A 10" adjustable wrench
 - 6. A multi-screwdriver
 - 7. A utility knife
 - 8. A flashlight
 - 9. A tool box or tool pouch

The wage and fringe rates for the
Division-LIGHT COMMERCIAL
effective **August 1, 2019** are as follows:

	PER HOUR	PLUS	FRINGES	TOTAL PACKAGE
Plumber/Serviceman	\$ 29.41		\$ 10.36	\$ 39.77

TRAINEE/APPRENTICES: (% OF Serviceman/Plumber)

			PER HOUR	PLUS	FRINGES	TOTAL PACKAGE
**	1ST YEAR	45%	\$ 14.73		\$ 8.86	\$ 23.59
**	2ND YEAR	60%	\$ 19.15		\$ 8.86	\$ 28.01
	3RD YEAR	75%	\$ 22.06		\$ 10.36	\$ 32.42
	4TH YEAR	90%	\$ 26.47		\$ 10.36	\$ 36.83
	5TH YEAR	95%	\$ 27.94		\$ 10.36	\$ 38.30

** 1st and 2nd year apprentices starting after August 1, 1997 have no National Pension Fund contribution, instead it is added to the hourly wage

MES DIVISION FRINGES:

HEALTH & WELFARE:	\$ 7.75	
NATIONAL PENSION:	\$ 1.50	
JAC FUND:	\$ 1.00	
DRUG TEST/TRAINING FUND:	\$ 0.01	
INTERNATIONAL TRAINING FUND:	\$ 0.10	
TOTAL MES FRINGES	\$ 10.36	<i>per hours worked</i>

The Union dues withholding amount is 5.5% on the Gross Earnings.

INDEX**PAGE**

• Agreement & Termination	28
• Alternative Apprentice Ratio	11
• Apprentice Ratio	10
• Apprentices	07
• Apprentices Rates – Overtime	11
• Bonding Requirements	16
• Care of Injured Employees	15
• Company Supervisor	15
• Dispatching of Men	03
• Drug Policy Program	11
• Dues Deductions	12
• Educational Fund	21
• Employees Contracting	17
• Employer/Management Responsibilities	05
• Exclusive Hiring	02
• Five Day Work Week	08
• Foremen	13
• Four Day Work Week	08
• Fringe Benefits, Payments out of Jurisdiction	15
• Fringe Determination	28
• Grievance Procedures	06
• Health & Welfare Fund	26
• Identification and Qualification	03
• Jurisdiction of Work	17
• Jurisdictional Area/Other Agreements	28
• Labor/Management Committee	04
• Layoff	07
• Legality/Witnesses	28
• Local Pension Fund	22
• Local Retirement Fund	25
• Lunch Period/Overtime Work	13
• MCA Industry Fund	27
• Meeting of L/M Committee	06
• Member/Local Union Responsibilities	05
• National Healthcare	16
• Non-Discriminatory Referral	04
• Optional Five 8's or Four 10's Work Week	08
• Optional Four Day Work Week	08
• Overtime & Holiday Work	08
• Pay Days	09
• Payment of Discharged Employees	10

• Payroll (Wages Held Back)	10
• Piping – Job Site	14
• Plumbers & Pipefitters National Pension Fund	23
• Qualified Craftsmen	02
• Referral of Men	03
• Registration	03
• Request of Supervision	03
• Residential Plumbing & MES	16
• Safety/Education	15
• Savings Clause	07
• Shelter/Lunch Room	16
• Shift Work	11
• Signature Page	29
• Starting & Quitting Time	08
• Starting & Show Up Time	10
• Stewards	13
• Subcontracting	14
• Supervision & Rates	14
• Technology	15
• Tools	10
• Transportation of Tools & Materials	11
• Transportation/Job to Another	09
• Travel Out of Jurisdiction	13
• Trucks Identification	15
• Unemployment & Workers' Compensation	13
• Union Representation/Construction Sites	16
• Union Security Clause	28
• Vehicles Insurance	09
• Wage Rates	12
• Welding Tests	16
• Working Conditions	08