

2022-2025

**MECHANICAL EQUIPMENT SERVICE
AND MAINTENANCE AGREEMENT
JUNE 1, 2022 THROUGH MAY 31, 2025
BETWEEN**

**THE MECHANICAL CONTRACTORS' ASSOCIATION
OF AKRON, OHIO INC.**

AND

**UNITED ASSOCIATION
OF JOURNEYMEN AND APPRENTICES
OF THE
PLUMBING AND PIPEFITTING INDUSTRY
OF THE
UNITED STATES AND CANADA, AFL-CIO
LOCAL UNION #219**



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ARTICLE I

PARTIES AND TERM OF AGREEMENT

Pursuant to Section 9(a) of the National Labor Relations Act, THIS MECHANICAL EQUIPMENT SERVICE AND MAINTENANCE AGREEMENT is made and entered into this 1st day of June 2022, by and between The M.C.A. of Akron, Ohio Inc., hereinafter referred to as the Company, and Local Union No. 219, United Association, hereinafter referred to as the Union. Local #219 shall be the sole bargaining agent for the purposes of this Agreement.

This Agreement shall become effective June 1, 2022 and shall continue in full force and effect until May 31, 2025, inclusive. At least sixty (60) days prior to the date of expiration, either party shall serve notice upon the other, as prescribed herein, that it desires cancellation, revision or modification of any provision or provisions of this Agreement. If either party serves such notice, both parties may suggest or propose changes during negotiations, and the parties shall attempt to reach an agreement with respect to the proposed change or changes. At least forty (40) days prior to the expiration date of the Agreement the parties shall meet to consider such changes. In the event the parties do not reach a written agreement by the expiration date of this Agreement, as provided for herein, then this Agreement shall in all respects be deemed void and terminated. The parties hereto by written agreement may extend said period for the purpose of reaching a new Agreement. If during the term of this Agreement conditions in the industry develop that adversely affect the parties, it is mutually agreed that representatives of the parties will meet to address the issue(s); if modification of articles of the Agreement are voluntarily agreed upon, those modifications shall be in the form of an addendum to the Agreement.

ARTICLE II

GEOGRAPHICAL AREA

SUMMIT COUNTY – South of Route 303, except for the corporate limits of Hudson, Ohio which shall be considered neutral territory, dependent on the company doing the work from the jurisdiction of Local Union #55 and #120, Cleveland, Ohio and Local Union #219, Akron, Ohio.

MEDINA COUNTY – Route 18 from the eastern edge of Medina County, west to eastern corporate limits of the City of Medina, and on the County Road from the west corporate limits of the City of Medina, running due west to and through the community of Risley to the western edge of Medina County. All territory south of this line is the jurisdiction of Local Union #219. Work within the corporate limits of the city of Medina shall be neutral territory, dependent on the company doing the work from the jurisdiction of Local #55 and #120, Cleveland, Ohio, and Local Union #219 of Akron, Ohio.

PORTAGE COUNTY – All of Portage County.

This clause shall not restrict the Company's right to perform work outside of the above geographical area, provided that all work performed within the above area shall be in accordance with the terms of this Agreement.

ARTICLE III

PURPOSE

Whereas the general purpose of the Agreement is to promote the mutual interests of the Company and its employees and to provide for the operation of the Company's business under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output,

cleanliness, protection of property and avoidance of interruptions to production. The parties to this Agreement hereby agree to cooperate fully for the purpose of preventing and adjusting misunderstandings, establishing rules and minimum wage rates based on the standard of “a day’s work for a day’s pay”.

ARTICLE IV

JURISDICTION OF WORK

SECTION 1. The work within the trade jurisdiction of the Union to be performed by the employees represented by it is that set forth in the Scope of this Agreement and is incorporated herein by reference.

SECTION 2. It is mutually agreed by both the Union and the Employer that any work in excess of the following scope of work clause will be performed under the terms and conditions of the existing Building Trades Master Contract for such work.

ARTICLE V

SCOPE OF THE AGREEMENT

SECTION 1. This Agreement covers the rates of pay, fringe benefits, hours and working conditions of all Journeymen, Service Journeymen and Apprentices engaged in the performance of mechanical service and maintenance work normally performed by outside contractors, either by contracts or on an emergency call basis, who are equipped to handle all work relating to mechanical service and maintenance of all air conditioning, heating, ventilating, building automation, refrigeration, plumbing and/or piping systems or any other newly installed, remodeled or redesigned mechanical piping system and component thereof, including but not limited to, boilers, pumps, refrigeration equipment, fans, coils, cooling towers and controls. Service and maintenance shall include, but not be limited to, all the maintaining, cleaning, adjusting, repairing, altering,

overhauling, dismantling, reconditioning, replacing, modifying, renovating, evacuating, charging, inspecting, operating, starting, calibrating and balancing of any system or component part thereof, regardless of size or location, including all other service and maintenance work assigned to the Employer by the customer in a currently operating facility. Temporary installed systems are to be considered service work.

SECTION 2. Service work performed by Service Journeymen and Apprentices shall include:

1. All heating repairs and emergency service up to a capacity of 2,000,000 BTU input.
2. Air conditioning repairs and emergency service up to and including 50 ton single systems.
3. Refrigeration repairs and emergency service up to 50 HP on all low and medium temperature systems.
4. The servicing of propane equipment.
5. Preventive maintenance on all equipment listed above, and
6. The driving of all trucks in connection with said work.

SECTION 3. Installation Work – Installation work by Service Journeymen and Apprentices may be accomplished under this Agreement as set forth below:

1. Heating systems up to 1,000,000 BTU/hr. input for the building or structure.
2. Air conditioning single systems up to 20 ton.
3. Commercial installation refrigeration units, meat cases, florist boxes, bottle coolers, food freezers, water coolers – units up to 35 HP.
4. Any installation in chain stores or supermarkets where total tonnage is less than 50 tons.

SECTION 4. The restrictions set forth in Sections 2 and 3 shall not be applicable to Journeymen. Journeymen are permitted to perform any and all work without restriction. Any installation of projects under the Davis-Bacon Act, Federal, City or State projects or any other prevailing wage project shall be paid at the appropriate rate.

SECTION 5. Certain types of work that have been mutually agreed upon and other types of work may be performed by mutual agreement between Union and Contractor.

SECTION 6. Each employer signatory to this Agreement and working in the jurisdiction shall be required to employ at least one (1) qualified Local Union #219 M.E.S. or Building Trades Journeyman.

SECTION 7. The Contractor cannot lay off a Local Union #219 member if a UA member from another local is employed while working in our jurisdiction, with the same qualifications (as specified and determined by the Employer).

ARTICLE VI

SCALE OF WAGES

SECTION 1. Negotiated Increases for this agreement:

June 1, 2022	\$2.00
June 1, 2023	\$2.00
June 1, 2024	\$2.00

SECTION 1a. The wages and fringes of a Journeyman and/or Service Journeyman are set forth on the appropriate wage sheets. The wage sheets will change annually and begin on June 1 of each calendar year of this agreement.

SECTION 1b. The Contractor may, at it's discretion, increase an individual employee's regular wage rate above the minimum wage listed on the current wage sheets, the Contractor may also, at its discretion, withdraw any such increase at any time.

SECTION 1c. No Fringes shall be paid on Vacations or Holidays, only wages shall be paid.

SECTION 1d. When an adjustment in the economic package of this agreement is to be allocated by the Union, the Union agrees to notify the Association, of the allocations within five (5) business days of any allocation. The Association will be responsible for notifying its members of the new allocations. Changes in wages and fringes go into effect on the nearest Monday.

SECTION 2. Employees shall be paid once each Friday, during working hours. Weekly pay period shall end at Midnight on Sunday with one week hold back pay. Wages shall be payable with a payroll check or electronic deposit at the discretion of the Employer. Each Employee shall receive a record of gross wages, deductions and pertinent payroll data as required by the US Department of Labor.

Employees shall be paid in full at the time of layoff or discharge, including accrued vacation time upon request. Electronic deposit may be utilized in lieu of a check at the option of the Employer with proper notice being given to the Employee and shall not be a condition of Employment.

SECTION 2a. In the event employees are required to wait after normal quitting time for payment of their wages, they shall be paid at the double time rate, not to exceed four (4) hours.

SECTION 2b. When an employee is terminated, he shall be given a termination slip stating reason for termination and shall be paid in full at the time of layoff or discharge conditioned upon the return of all company property.

SECTION 2c. Employees may only be fired for just cause.

TO: MECHANICAL EQUIPMENT SERVICE CONTRACTORS WHO EMPLOY
JOURNEYMEN, SERVICE JOURNEYMEN AND APPRENTICES UNDER THE
JURISDICTION OF LOCAL UNION #219

Wage rates, fringe benefits, etc., for M.E.S. Journeymen and Service Journeymen who
participate in the National Pension Fund Fringe Benefit Programs effective June 1,
2022 through May 31, 2023.

M.E.S. SERVICE JOURNEYMAN & M.E.S. JOURNEYMAN
participating in National Pension Fund Fringe Benefits

	Straight Time Rate:	Time & One- Half Rate:	Double Time Rate:	Shift Work Rate:
Wage Rates:				
Service Journeyman - 1st year	32.12	48.18	64.24	36.94
Service Journeyman - 2nd year	33.28	49.92	66.56	38.27
Service Journeyman - 3rd year	34.45	51.68	68.90	39.62
Journeyman	35.62	53.43	71.24	40.96
Fringes:				
Add - Local 219 H & W: (Based on hours paid)	7.96	11.94	15.92	9.15
Add - H.R.A.: (Based on hours paid)	0.50	0.75	1.00	0.58
Add - National Pension: (Based on hours paid)	5.47	8.21	10.94	6.29
Add - Annuity Fund: (Based on hours paid)	3.50	5.25	7.00	4.03
Add - Industry Fund:	0.53	0.53	0.53	0.53
Add - CIDB:	0.16	0.16	0.16	0.16
Add - UA Training Fund:	0.10	0.10	0.10	0.10
Add - UA P.C.E.:	0.05	0.05	0.05	0.05
Add - #219 Activity Fund	0.07	0.07	0.07	0.07
Add - Journeyman Training	0.70	0.70	0.70	0.70
Add - JATC Fund:	0.98	0.98	0.98	0.98
Add - Organizing Fund:	0.10	0.10	0.10	0.10
Total Package:				
Service Journeyman - 1st year	52.24	77.02	101.79	59.68
Service Journeyman - 2nd year	53.40	78.76	104.11	61.01
Service Journeyman - 3rd year	54.47	80.52	106.45	62.36
Journeyman	55.74	82.27	108.79	63.70
Deduct - Union Dues: (Based on gross wages)	5.50%	5.50%	5.50%	5.50%
Deduct - Bldg. Fund: (Based on hours paid)	0.60	0.90	1.20	0.69
Deduct - Voluntary Annuity Fund: (Based on hours paid and pre-taxed)	\$2.00 or \$4.00	\$3.00 or \$6.00	\$4.00 or \$8.00	\$2.00 or \$4.00

Unless otherwise noted, all fringes are based on hours worked.

No Fringes shall be paid on Vacations or Holidays, only wages shall be paid.
UNITED ASSOCIATION OF JOURNEYMEN
& APPRENTICES OF THE PLUMBING &
PIPEFITTING INDUSTRY, LOCAL #219
THE MECHANICAL CONTRACTORS
ASSOCIATION OF AKRON,
OHIO, INC.

ARTICLE VII

FRINGE BENEFITS

SECTION 1. Fringe Benefits:

Fringe benefits rates are subject to review and modification. However, any proposed and/or agreed changes will not affect the total wage package as negotiated.

SECTION 2. Combined Funds:

The Plumbers & Pipefitters Local 219 Combined Funds has been formed for the purpose of collecting and distributing contributions that are required to be made to certain employee benefit funds and other entities under this Collective Bargaining Agreement (CBA). The Fund is also responsible for payroll audits of Employers that are required to make contributions pursuant to this CBA. The various Employee benefit plans and other entities identified in the CBA have contracted with the Combined Funds to authorize the fund to collect and disburse fringe benefits and other contributions for the benefit plans. In order to comply with its obligations and responsibilities to the benefit funds, the Fund has adopted a Fringe Benefit Collection and Delinquency Control Policy. A copy of this agreement can be obtained from the Fringe Benefit office located at 3660 Stutz Drive, suite 101, Canfield, OH 44406.

SECTION 3. Fringe Remittance Date and Address:

Fringe benefits shall be paid and remitted to the Combined Funds prior to the 15th of the month following the month wherein the hours are worked. If such benefits are not paid and remitted prior to the 15th day of the month following the month wherein the hours are worked, then the signatory Employers agree to pay liquidated damages in the amount of ten percent (10%) of the total contributions due. Fringe Benefits collected by the Combined Funds: Local #219 Dues Check off, JATC, Journeyman Training Fund, UA ITF, Health and Welfare, Pension,

Annuity, Voluntary Savings, Industry Fund, and the CIDB. It is hereby agreed between the parties that it is a condition of employment that all contributions be paid for all Employees covered by this agreement, at the rate described in Section VI, scale of wages, and that such contributions shall be paid and remitted to the following addresses:

Voluntary Savings fund should be sent to:

BFG Federal Credit Union

Attn: Payroll Department

445 South Main Street

Akron, OH 44311

Pension should be sent to:

Plumbers and Pipefitters National Pension Fund

PO Box 79972

Baltimore, MD 21279-0972

Health and Welfare, Industry Fund, CIDB, UA Training, UA PCE, Annuity Fund, Activity Fund, Journeyman Training, JATC and UA Local 219 Dues should be sent to:

Local 219 Combined Funds

3660 Stutz Drive, Suite 101

Canfield, OH 44406

SECTION 4. Health and Welfare Fund:

It is hereby agreed between the parties that it is a condition of employment that contributions consistent with the applicable plan for each hour paid for all employees covered by this Agreement.

“Employee” shall mean any person who is employed by an Employer who has a signed agreement with the Union, and who is in a collective bargaining unit represented by the Plumbing and Pipe Fitting Industry, Local Union #219. The terms shall also include persons employed by the Union, the Employer and any person employed by the Trustee whose duties are principally with such trusteeship. The terms shall also mean those individuals who are temporarily unemployed because of a reduction in force and who would be a part of this definition except for being temporarily unemployed.

In case of failure of fringe benefit trust agreements, all contributions will revert to wages.

SECTION 5. Pension Plan:

It is hereby agreed between the parties that it is a condition of employment that contributions consistent with the applicable plan for each hour paid be paid for all employees covered by this Agreement.

In case of failure of fringe benefit trust agreements, all contributions will revert to wages.

The Employer agreed to make contributions to the Plumbers and Pipefitters National Pension Fund in accordance with the Standard Form of Participation Agreement attached to and made part of this Agreement.

SECTION 6. Annuity Plan:

It is hereby agreed between both parties that it is a condition of employment that contributions in the amount listed on the current wage and fringe schedule for each hour paid will be paid for all employees covered by this Agreement.

In case of failure of fringe benefit trust agreements, all contributions will revert to wages.

SECTION 7. Industry Fund:

It is hereby agreed between both parties as a condition of employment that the employer contribute per the wage and fringe schedule for each hour worked, for all employees covered by this agreement in accordance with the Trust Agreement.

Industry Fund shall be calculated at 1.5% of Base Service Journeyman Wage, this calculation shall only be used to calculate the wage sheet amount; Employers shall pay the amount listed on the current wage and fringe benefit sheet.

SECTION 8. Construction Industry Development Board (CIDB)

It is Hereby agreed between the parties that as a condition of employment, all employers shall deposit the current amount per the wage and fringe schedule, under CIDB, for all hours worked for all employees covered by this agreement. The Construction Industry Development Board (CIDB) was organized for the purpose of, but not limited to the improvement of business conditions, for, and the advancement of, the Construction Industry in the State of Ohio.

Any Employer signatory to this agreement who strikes either the Construction Industry Development Board or the Industry Fund contributions will contribute the amount of the contributions to the Apprentice Educational Fund. The intent of this clause is to maintain economic competitiveness.

ARTICLE VIII
DUES CHECK-OFF

It is hereby agreed between the parties that the proper amount, in accordance with the Local Union #219 Constitution and By-Laws, be deducted by the Employer from all Journeymen, Service Journeymen and Apprentices. Refer to Article VII, Section 3.

ARTICLE IX
BONDING

SECTION 1. BONDING - It is further agreed by and between the parties that to insure the orderly process of payment of WAGES, HEALTH & WELFARE, PENSION PLAN, ANNUITY PLAN, UNION DUES DEDUCTION, BUILDING FUND AND APPRENTICESHIP PLAN, that all Employers shall simultaneously, with the execution of the Agreement, post a surety bond in the amount as required by the following schedule.

1 to 5 men	-	\$35,000.00 bond shall be posted
6 to 10 men	-	\$67,000.00 bond shall be posted

An additional \$35,000 bond shall be posted for each additional 5 men or part thereof.

Said bond shall be posted to secure payments as required for the above-mentioned wages and plans, unless the employer has been signatory to an Agreement with Local Union #219 for three (3) consecutive years. It is further agreed that any employer who has on occasion failed to meet the payments as required for such plans shall post such surety bond in the amount as required above. Said bond to be held for three (3) consecutive years. If the contractor has no violations of payment on fringe benefits during this length of time, he need not continue furnishing bond. Such bond must be on file at the Local Union #219

office before journeymen will be dispatched. The bond to be furnished in duplicate.

Should the Trustees of the Fringe Benefits Funds find it necessary to enforce the bond in order to collect said fringe benefits, the contractor involved will be responsible for legal fees involved in collection of the above-mentioned funds.

It is further agreed between the parties that the nonpayment of fringe benefits by the Employer shall constitute a violation of this Agreement. The Union, at its option, may declare this Agreement terminated upon five (5) days written notice to the employer. Such violation shall constitute a waiver of any damages by reason of a strike against such employer after such five (5) days and the employer hereby waives any right under this contract arising out of such strike when such five (5) days' notice is given.

If the Union herein elects to strike to enforce this Agreement and such strike is terminated and the contributions in arrears are paid in full by the employer, then in such event it is further agreed that this contract shall reinstate itself and all terms and conditions of such agreement shall remain in full force and effect for the term contained in this Agreement.

SECTION 2. In the event that it is necessary to strike the employer for violation of the Agreement as applied to Health and Welfare, Pension and Annuity Plans, the Employer will be liable for all lost time of the employees due to their enforcement of the contract. Any questions arising as to the proper payment of the employees for this lost time shall be submitted through the grievance procedure as an appeal to the LABOR MANAGEMENT COMMITTEE.

ARTICLE X VACATIONS

SECTION 1. Vacations are calculated as follows:

1. Full year of service is based on each individual Employee's date of hire
2. Full year of service is based on a minimum of 1500 hours worked per year
3. Vacation will be pro-rated if the Employee does not work the full 1500 hours required
4. Retroactive service with an individual Employer shall contribute toward earned vacation
 - a. One (1) full year of service with an individual Employer
 - i. Employee shall receive a maximum of forty (40) hours of vacation
 - b. Four (4) full years of service with an individual Employer
 - i. Employee shall receive a maximum of eighty (80) hours of vacation
 - c. Eight (8) full years of service with an individual Employer
 - i. Employee shall receive a maximum of one hundred twenty (120) hours of vacation

SECTION 2. Vacations shall be scheduled as follows:

1. Vacation time off with pay shall be taken over the following twelve (12) month period.
2. Vacation time off shall be scheduled based on Employer's work requirements with consideration given to Employee's request.
3. Employer intends that all Employees take the vacation time off in lieu of receiving payment instead of time off, unless otherwise agreed between Employer and Employee.
4. If an approved regular holiday occurs during the Employee's vacation period, the holiday time off work is **not** counted as vacation time.

5. As is practicable, Employees may have their choice of vacation time in accordance with their seniority standing, but the Employer has the exclusive right to schedule vacation time of each Employee to assure efficient operation of their Company.

6. Once an Employee and Employer have agreed to vacation time, it shall not be changed without agreement of both the Employee and the Employer.

SECTION 3. Vacations shall be paid as follows:

1. Vacation time shall be paid at base wage only, no fringes

2. Employees who terminate their employment with the individual Employer and are entitled to pay in lieu of any earned vacation, and shall be paid within seven (7) calendar days.

3. Vacation time cannot be accumulated and carried over to subsequent periods.

ARTICLE XI

HOLIDAYS

SECTION 1. The following shall be considered paid holidays:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Paid Holidays shall be paid at the base wage only, no fringes. If any of the above listed holidays should fall on Saturday then Friday shall be the legally designated holiday. If any of the above listed holidays should fall on a Sunday, then Monday will be the legally designated holiday.

SECTION 2. Any employee required to work on a designated "paid holiday" shall receive a day's pay (wage only, no fringes) plus time and one-half the hourly rate for all hours worked (full package).

ARTICLE XII

APPRENTICESHIP

SECTION 1a. Starting rates of Apprentices based on Service Journeyman Base Wage Rate: This Pay Scale was grandfathered on June 1, 2016, any apprentice hired prior to June 1, 2016 will be paid using the following scale.

For the 1 st	6 month Pay Period	50% of Scale
For the 2 nd	6 month Pay Period	55% of Scale
For the 3 rd	6 month Pay Period	60% of Scale
For the 4 th	6 month Pay Period	65% of Scale
For the 5 th	6 month Pay Period	70% of Scale
For the 6 th	6 month Pay Period	75% of Scale
For the 7 th	6 month Pay Period	80% of Scale
For the 8 th	6 month Pay Period	85% of Scale
For the 9 th	6 month Pay Period	90% of Scale
For the 10 th	6 month Pay Period	95% of Scale

The pay increase shall take effect on January 1st and June 1st of each year. Upon graduation from apprenticeship the employee will receive Service Journeyman wages.

SECTION 1b. Starting rates of Apprentices based on Service Journeyman Base Wage Rate: Apprentices hired after June 1, 2016 will be paid using the following scale.

For the 1st	12 month Pay Period	50% of Scale
For the 2nd	12 month Pay Period	60% of Scale
For the 3rd	12 month Pay Period	70% of Scale
For the 4th	12 month Pay Period	80% of Scale
For the 5th	12 month Pay Period	90% of Scale

The pay increase shall take effect on June 1st of each year. Upon graduation from apprenticeship the employee will receive Service Journeyman wages.

SECTION 2. The parties signatory to this Agreement shall by reference herein, be bound to the Apprenticeship Standards, rules and regulations, assignments of Apprentices to the Employer and all other decisions and policies adopted by the Joint Apprenticeship Training Committee.

The Employer shall make the contribution listed on the current wage and fringe schedule per hour for all hours worked by all Employees whose wages are covered by this Collective Bargaining Agreement.

A yearly financial report of receipts and disbursements shall be presented to Local Union #219 and the Mechanical Contractors Association of Akron, Ohio, Inc. This report to be presented to both bodies no later than ninety (90) days after the end of their fiscal year.

The Employer shall give seventy-two (72) hours' notice to the Training Director prior to the dismissal of apprentices.

Apprentices must apply and be received as members of Local Union #219 and the United Association, and be covered by a written Apprenticeship Agreement which is a training program, to be administered by the Joint Apprenticeship Training Committee. The term of the Apprenticeship Program shall not be less than five (5) accredited years. Apprentice(s) shall be under Service Journeymen/Journeymen guidance at all times.

Apprentice to Journeyman Ratio:

1. One (1) Apprentice with one (1) Journeyman steadily employed
2. Two (2) Apprentices with two (2) Journeymen steadily employed
3. Three (3) Apprentices with three (3) Journeymen steadily employed
4. Four (4) Apprentices with six (6) Journeymen steadily employed

5. Five (5) Apprentices with nine (9) Journeymen steadily employed
6. Six (6) Apprentices with twelve (12) Journeymen steadily employed
7. Seven (7) Apprentices with fifteen (15) Journeymen steadily employed

There will be no maximum number of apprentices per Employer.

Apprentice ratio may be increased at the discretion of the Business Manager.

Mandatory Apprentice:

If an Employer has four (4) Service Journeymen/Journeymen steadily employed and does not have an apprentice employed, if/when an apprentice becomes available the Employer will be mandated to hire an apprentice. Business Manager/Business Agent will start with the Employer who has the highest number of Service Journeyman/Journeyman employed, Business Manager, Business Agent or designated Union Representative will dispatch the apprentice. Employer shall be notified of the Mandatory Apprentice a minimum of seventy-two hours before dispatch.

After selection procedure by the Joint Apprenticeship Training Committee, apprentices shall be dispatched by the Business Manager, Business Agent or designated Union Representative in accordance with the Agreement.

The Joint Apprenticeship Training Committee (JATC) shall be comprised of four (4) voting members appointed by the Union, one (1) of which shall be an MES Service Journeyman/Journeyman and four (4) voting members appointed by the Association, one (1) of which shall be from an MES Employer.

40 Hour Apprentice Training:

A mandatory 40-hour apprenticeship training class will be implemented with each 1st year class before they begin to work with the Employer in the field. The 40-

hour course will be paid for by the Employer (wages and fringes only) and curriculum to be decided by the JATC committee and the Joint Labor Committee.

ARTICLE XIII

JOURNEYMAN TRAINING

The parties' signatory to this Agreement agree that this Industry requires the services of highly skilled Journeymen. Technical advances in the Industry make it essential that all classifications continuously keep themselves abreast of the Industry through study and education. Without fully trained and competent employees, neither the Employer nor the Union will be able to maintain the working conditions provided for in this Agreement. The Union and the Association agree to collect and maintain a Journeyman Training fund, operated by the JATC for the purposes of Education for the Journeyman working under this agreement.

All Service Journeyman and Journeyman shall have a current OSHA 30 card. All Journeyman will have a one-year period to successfully complete the OSHA 30 training, beginning on June 1, 2016. All apprentices are required to complete the OSHA 30 as part of their Apprenticeship training as offered by the JATC. OSHA 30 will be included as part of the advancement program.

International Training Fund (ITF):

The Company shall pay contribution listed on the current wage and fringe schedule per hour for all hours worked by all employees whose wages are covered by this Collective Bargaining Agreement.

Training Voucher Program:

The Union and the Association recognize the need for continuous training to maintain a fully qualified workforce and therefore the JATC is directed to establish a Training Voucher Program for Local 219 Apprentices/Service Journeymen/Journeymen. The training voucher program is to enable the Employers to receive periodic training vouchers in direct relationship to the amount of annual contributions paid. Training Vouchers will be used for the cost of training classes as provided by the Employer that have a direct relationship to the industry and the Employer. The Training Voucher Program shall be used for training costs only, no wages, fringes, or travel costs shall be included.

ARTICLE XIV

PROCEDURE FOR ADVANCEMENT OF SERVICE JOURNEYMAN TO JOURNEYMAN

Service Journeyman must comply with the following procedures:

1. The program must be completed over a minimum of three (3) years.
2. Must complete a total of three hundred (300) hours of accredited classroom training.
 - a. One hundred (100) hours minimum per year.
3. An application shall be filled out and filed with the JATC prior to entrance into the program.
4. An entrance exam, as prepared by the JATC and approved by the Labor Management Committee shall be taken, this test shall be used as a barometer for the training needed.
5. Service Journeyman will also be required to pass the UA Star Exam to complete the program.
6. Pay advances shall be set upon completion of each of the three years, pay will be set as follows:

- a. Completion of first year: \$1.16
 - b. Completion of second year: \$1.17
 - c. Completion of third year: \$1.17
7. Pay advances will take effect on June 1st following completion of each accredited training year.
8. Training program, curriculum and selection of instructors shall be set up and managed by the JATC with approval from the Labor Management Committee.

ARTICLE XV

HOURS OF WORK - OVERTIME

SECTION 1. The provisions of this Article are intended merely to provide for normal hours of work and to provide a basis for determining the number of hours of work for which an employee shall be paid at overtime rates, and nothing herein shall be construed as a guarantee by the Company of any specified number of hours of work per day or per week or as a limitation on the hours of work per day or per week.

SECTION 2. Eight (8) consecutive hours, exclusive of lunch periods, shall constitute a shift's work; forty (40) hours shall constitute a week's work. Normal work day shall fall between the hours of 7:00 a.m. and 5:30 p.m.

SECTION 3. An employee will be paid time and one-half his regular straight time hourly wage rate for all hours worked in excess of eight (8) hours per day; all hours worked on Saturdays, Sundays and Holidays.

SECTION 4. No overtime shall be worked by any employee unless it is authorized by his foreman or the customer.

SECTION 5. Holidays shall not be counted as days worked in computing premium pay unless the employee actually works on such holiday and completes his work scheduled for the week.

SECTION 6. Overtime or premium pay shall be paid only for actual time worked.

SECTION 7. At the option of the Employer, ten (10) consecutive hours shall constitute a day's work between the hours of 7:00 a.m. and 6:30 p.m. which must continue for at least four (4) days, Monday through Friday. To be paid on the next regular weekly payroll period.

SECTION 8. When an employee is on 24 hour on call coverage, he shall receive a one dollar (\$1.00) per hour bonus for each hour worked during the week and two dollars (\$2.00) per hour bonus for each hour worked on Saturday and Sunday. Such employee shall not be required to work more than sixteen (16) hours during a twenty-four (24) hour period. For safety reasons, on call employees shall be furnished with a cellular phone for emergency and business use only.

SECTION 9. SHIFT WORK - Shift work other than normal shop working hours, shall be paid at a rate of fifteen percent (15%) over the hourly rate. This shall apply only to hours worked outside the shop's normal shift. Total shift hours shall not be less than regular shift hours.

ARTICLE XVI

CONDITIONS OF EMPLOYMENT

The Employer hereby recognizes the Union, who is signatory hereto, as the sole and exclusive collective bargaining representative. All employees who are members of the Union on the effective date of this Agreement shall be required to remain members in good standing of the Union as a condition of employment during the term of this Agreement. New employees shall be required to become and remain members in good standing of the Union as a condition of employment from and after the thirtieth (30th) day following the dates of their employment or the effective date of this Agreement, whichever is later.

SECTION 1. The parties agree that during the life of this Agreement no workman shall work for any Employer for wages less than the rate established by the contract, nor shall workmen, while employed by the Employer, perform any work other than that assigned by the Employer.

SECTION 2. When employees are sent to a job outside the jurisdictional boundaries of the Union and remain on such job until the same is completed, transportation to and from such job, together with board and lodging, if required to stay overnight, shall be paid for by the Employer. All fringe benefits will be paid for by the Employer in compliance with this Agreement for employees sent outside the jurisdictional boundaries of the Union.

SECTION 3. The Employer agrees to adopt the Federal Occupational Safety and Health Act of 1970. This is to apply to all construction work.

SECTION 4. No journeyman shall work alone when welding or cutting in the air, on scaffold or ladder, below ground level or in any other place where the hazards are great enough to endanger life or limb.

SECTION 5. When it is necessary to work more than two (2) hours overtime [ten (10) consecutive hours], a thirty (30) minute unpaid meal period shall be granted at the end of the first two (2) hours overtime and every four (4) hours thereafter.

SECTION 6. Employees injured on the job or in the shop will be furnished transportation by the employer for the current injury to a treatment facility.

SECTION 7. Only union personnel shall work with the tools except for one salaried person designated by Management. This section shall be available only to those signatory employers who have at least one (1) M.E.S. journeyman in their employ.

ARTICLE XVII

WORKER'S COMPENSATION – SOCIAL SECURITY – STATE UNEMPLOYMENT

The Union will not furnish Journeymen, Service Journeymen or Apprentices to Employers who fail to carry Workers' Compensation Insurance, Social Security or Unemployment Insurance or to comply with the provisions set up in the standard code of safety requirements and adopt the Federal OCCUPATIONAL SAFETY AND HEALTH ACT of 1970. If the Employer is to be furnished men, certificates must be furnished stating that he has Workers' Compensation Insurance, Social Security and Unemployment Insurance. Failure to comply with the provisions of this section shall constitute a violation of the Agreement.

Workers Compensation and Ohio State Unemployment Compensation risk numbers must be sent to the Union office along with the signed Agreement.

ARTICLE XVIII

HIRING PRACTICES

Upon request of an Employer for men, the Union shall immediately dispatch qualified and competent registrants to that Employer in sufficient number required by the employer in the manner and under the conditions specified in this Agreement from the appropriate list in the following order:

1. Employers shall have the privilege of requesting former employees who have been on the out-of-work list for a period of not more than six (6) months by name and such requests shall be honored without regard to the requested individual's position on the out-of-work list. (Request to be confirmed in writing.)
2. Fifty percent (50%) of the requirement including supervision for any Employer may be called by name without regard to the requested individual's position on the out-of-work list. Such requests for men by name shall be confirmed in writing by the Employer to the Business Manager of Local #219. Every other man (alternately) shall come from the out-of-work list in their proper order according to their classification.
3. All other Journeymen and Service Journeymen shall be dispatched in successive order as their name appears on the out-of-work list.
4. The only exceptions which shall be allowed in the order of referral are as follows:
 - a. When the Employer states bona fide requirements for specific skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.
 - b. In the event the Union is unable to refer Journeymen or Service Journeymen within forty-eight (48) hours, excluding Saturdays, Sundays and Holidays, the Employer shall be privileged to obtain qualified employees from other sources.

- c. Each Employer retains the right to reject any job applicants referred by the Union for just cause.
- d. The out of work list shall be available at the Union Hall to any Employer between the hours of 8:00 am and 10:00 am, Monday through Friday.

ARTICLE XIX

DRUG TESTING

Employees will be subject to the individual drug policies of their Employers. Each Employer will supply a copy of their current policy to the Union, the Association and each Employee. The Employer shall be responsible for the cost and collection of all drug testing.

ARTICLE XX

UNION REPRESENTATION AND ACCESS TO JOBS

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

SECTION 1. A steward shall be a working Journeyman or Service Journeyman, appointed by the Business Manager or Business Agent of the Local Union who shall, in addition to his work as a Journeyman or Service Journeyman, be permitted to perform during working hours such of his union duties as cannot be performed at other times which consists of those duties assigned to him by the Business Manager or Business Agent. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow the steward a reasonable amount of time for the performance of such duties. Such duties to include those of safety inspector and to cooperate with management in maintaining proper safety programs.

SECTION 2. The steward shall be notified of any layoff(s) as soon as possible. A steward shall be the next to the last man on a project if he possesses the qualifications to perform the remaining work. The Business Manager or Business Agent shall be contacted when a steward is being removed from the project.

ARTICLE XXI

MANAGEMENT RIGHTS

SECTION 1. Except to the extent expressly abridged by a specific provision of this Agreement, the Company reserves and retains, solely and exclusively, all of its normal, inherent and common law rights to manage the business, whether exercised or not, and those rights which are not specifically relinquished or modified by specific provisions of this Agreement are retained by the Company.

SECTION 2. The rights of management which are not abridged by this Agreement shall include, but are not limited to, the following rights:

- a. To establish or continue policies, practices and procedures for the conduct of the business and, from time to time, to change or abolish such policies, practices or procedures.
- b. To determine and, from time to time, to re-determine the methods, processes and materials to be employed.
- c. To discontinue processes or operations of the Company.
- d. To determine the number of hours per day or per week that operations shall be carried on.
- e. To establish work shifts, to set the hours of work and the number of employees for such shifts and, from time to time, to change the shifts and the hours and employees thereof in accordance with the terms of this Agreement.

- f. To determine and to select the equipment to be used in the Company's operations and, from time to time, to change or to discontinue the use of any equipment and to select new equipment for its operations, including equipment for new operation.
- g. To determine the number and type of employees required.
- h. To assign work to such employees in accordance with the requirements determined by management.
- i. To establish and change work schedules and assignments in accordance with the terms of this Agreement.
- j. To transfer, promote, or lay-off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons.
- k. To determine the fact of lack of work.
- l. To make and enforce safety rules and rules governing the conduct of employees and for the maintenance of discipline.
- m. To suspend, discharge or discipline employees for just cause and to take such measures as management may determine to be necessary for the orderly, efficient, profitable operation of its business.

SECTION 3. The Company shall have the right at any time to establish, abolish or alter the practices or customs of coffee breaks and telephone calls by employees, and to limit or restrict such practices or customs as the Company may determine.

ARTICLE XXII

LABOR MANAGEMENT COMMITTEE

There shall be a Labor Management Committee of three (3) representatives of the Union and three (3) representatives of the Association. This Committee may meet weekly between April 1st and June 1st for the purpose of considering any changes or revisions to the Agreement. Meetings of the Labor Management Committee shall be called by written notice or request of either party to this Agreement. Service of such written request stating the time, place and object of

such meeting, upon any officer or agent of the employer, or union, shall be sufficient notice thereof. Four (4) members, two (2) representing the Association and two (2) representing the Union, shall be a quorum. The Association representatives shall select a chairman of the Association representatives to the Labor Management Committee. The Union representatives shall select a chairman of the Union representatives to the Labor Management Committee. Each representative shall be entitled to one (1) vote. Neither side shall cast more votes than the other. A decision shall require a majority of the votes cast.

ARTICLE XXIII

NO STRIKES

SECTION 1. There shall be no strikes during the term of this Agreement (including sympathy, unfair Labor practice or wildcat strikes) sit-downs, slow-downs, work stoppages, boycotts or any other acts that interfere with the Company's operations or the production or sale of its products or services by the Union, its officers, agents and members, or by the employee.

SECTION 2. In the event of any strike or other proscribed activity not authorized, ratified or condoned by the Union, the Union and its officers, agents and representatives will make every effort to end such activity. Such good faith efforts must include, but are in no way limited to the following:

- a. The Union will, by "certified mail, return receipt requested", notify all employees immediately that the activity is unauthorized and in violation of the Agreement, and will send copy of such notice to the Company.
- b. The Union will inform all employees who participate in the strike or other proscribed activity that it is their individual responsibility, and the Union will not defend them against any disciplinary action that the Company may take.
- c. The Union will instruct all employees involved in the strike or other proscribed activity to return to work.

ARTICLE XXIV
NO DISCRIMINATION

SECTION 1. There shall be no discrimination, restraint, intimidations, or coercion by either the Company or its representatives, or the Union or its representatives, against any employee because of his membership in the Union, or because of his participation or refusal to participate in Union membership or activities.

SECTION 2. Neither the Company nor the Union nor its members will interfere with, restrain or coerce by discipline, discharge, fine or otherwise, any employee in the exercise of his rights guaranteed by Section 7 of the National Labor Relations Act, including the right to refrain from any or all of the specified activities.

SECTION 3. There shall be no discrimination by either the Company or the Union against any employee or applicant for employment because of such employee's or applicant's race, color, creed, sex, age or national origin.

SECTION 4. It is understood that wherever in this Agreement employees or jobs are referred to in the masculine gender it shall be recognized as pertaining to both male and female employees.

ARTICLE XXV
SUBCONTRACTING CLAUSE

The Employer agrees not to sublet or contract out any work covered herein (Scope of Agreement) to be performed at the site of construction unless the Employer to whom the work is sublet is signatory to an Agreement with the United Association or Local Union #219.

ARTICLE XXVI

BULLETIN BOARD

SECTION 1. The Company agrees to provide a bulletin board which may be used by the Union for posting notices approved by the Company and restricted to:

- a. Notice of Union meetings.
- b. Notice of Union elections.
- c. Notices of Union appointments and the results of Union elections.
- d. Notices of Union recreational and social affairs.
- e. Other notices concerning bona fide Union activity such as cooperatives, Credit Unions and unemployment compensation information.

SECTION 2. There shall be no other general distribution or posting by employees of any kind of literature upon Company property other than as herein provided or as permitted or required by law.

ARTICLE XXVII

TOOLS

SECTION 1. Employees doing service or maintenance work may be required to furnish their own hand tools. No such tools shall exceed 14 inches in length. Pipe threading and pipe cutting tools, vises, welding torches, power tools and instruments for measuring temperatures, pressure, air velocities, voltage, amperage, etc. shall not be deemed hand tools and shall be furnished by the Employer.

SECTION 2. Tools supplied by the employee to the Employer, which are broken or damaged or stolen, shall be repaired or replaced by the Employer. Employees shall be responsible for tools, equipment, vehicles, instruments, etc.

supplied by the Employer, provided mutual security arrangements are made in the form of locked tool boxes, etc. Establishment of carelessness or negligence on the part of the employee shall make the employee liable for replacement of lost or stolen tools.

ARTICLE XXVIII

GRIEVANCE AND ARBITRATION

SECTION 1. Any grievance or dispute arising between parties to this Agreement shall be promptly adjusted through the following steps of procedure:

- a. Within five (5) working days of the occurrence of the grievance, the aggrieved Employer or Employee shall attempt settlement through the Union Steward.
- b. Failing to settle the dispute, the grievance shall be submitted in writing and shall be heard by the Union Business Representative at a mutually agreed date not more than three (3) working days after the failure to settle the dispute in Section 1a.
- c. Failing to settle the dispute, the grievance shall be submitted in writing to, and heard by, a joint meeting of the Labor Management Committee at a mutually agreeable date not more than five (5) 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.

SECTION 2. Should a definite settlement of any controversy not be arrived at by the Labor Management Committee within seven (7) working days after its submission to such committee, either party may petition the Federal Mediation and Conciliation Service in Washington, D.C. for appointment of an arbitrator to decide with final and binding effect on all parties.

The arbitrator's fee and expenses incident to the arbitration shall be paid in equal shares by the Union and the Employer involved in the subject matter of the arbitration.

ARTICLE XXIX

SAVINGS CLAUSE

If any provision of the Agreement shall be declared invalid or inoperative by any competent authority of the Executive, Judicial or Administrative branch of the Federal or State Government, the Labor Management Committee shall have the authority to suspend the operation of such provision during the period of its invalidity and to substitute in its place and stead a provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the invalid provision. If any section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement or the application of such section to persons or circumstances other than those as to which it has been held invalid, shall not be affected hereby.

ARTICLE XXX
MECHANICAL EQUIPMENT SERVICE AND MAINTENANCE
AGREEMENT
LOCAL UNION #219

EFFECTIVE JUNE 1, 2022-MAY 31, 2025

IN WITNESS WHEREOF, the Parties hereto have here-unto set their names by their respective officers, each of whom is duly authorized in the Premises, the day and year aforesaid.

**The Mechanical Contractors Association
Of Akron, Ohio, Inc.**

Tom Geopfert Jr.

Ted Mumma

Aaron Hall

**United Association
Of Journeymen and Apprentices
Of the
Plumbing and Pipe Fitting Industry
Of the
United States and Canada, AFL-CIO**

Tim Stem

Brett Bozak

Will Nicholson

Tony Lambert

**MECHANICAL EQUIPMENT SERVICE AND MAINTENANCE
AGREEMENT
LOCAL UNION #219
EFFECTIVE JUNE 1, 2022**

MECHANICAL CONTRACTORS
ASSOCIATION OF
AKRON, OHIO, INC.

CANADA,

UNITED ASSOCIATION
OF JOURNEYMEN AND
APPRENTICES OF THE
PLUMBING AND PIPEFITTING
INDUSTRY OF THE
UNITED STATES AND

AFL-CIO
LOCAL UNION #219



Aaron Hall



Tim Stem

June 1, 2022

Date:

June 1, 2022

Date:

APPENDIX A

STANDARD FOR EXCELLENCE

Overview:

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

Member and Local Union Responsibilities:

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

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

Employer and Management Responsibilities:

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

- Replace and return to the referral hall ineffective superintendents, general foremen, foremen, journey workers and apprentices.
- Provide the Union hall with the necessary documentation to support these actions.
- Provide worker recognition for a job well done.
- Insure that all necessary tools and equipment are readily available to employees.

- Minimize workers downtime by insuring blueprints, specifications; job layout instructions and material are readily available in a timely manner.
- Provide proper storage for contractor and employee tools.
- Provide the necessary leadership and problem-solving skills to jobsite Supervision.
- Insure jobsite leadership takes the necessary ownership of mistakes created by management decisions.
- Promote to owners and clients the UA/Contractor Associations partnerships and avoid finger pointing when problems arise.
- Encourage employees but if necessary be fair and consistent with discipline.
- Create and maintain a safe work environment by providing site specific training, proper equipment and following occupational health and safety guidelines.
- Promote and support continued education and training for employees while encouraging career building skills.
- Employ an adequate number of properly trained employees to efficiently perform the work in a safe manner while limiting the number of employees to the work at hand thereby providing the customer with a key performance indicator of the value of the ***UA Standard for Excellence***.
- Treat all employees in a respectful and dignified manner acknowledging their contributions to a successful project.
- Cooperate and communicate with the Job Steward.

Problem Resolution through the UA Standard for Excellence Policy:

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

Member and Local Union Responsibilities:

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

Employer and Management Responsibilities:

- Regular meetings will be held where the management team and UA Supervision will communicate with the Job Steward regarding job progress, work schedules, and other issues affecting the work process.

- The above information will be recorded, action plans will be formulated and the information will be passed on to the local union Business Manager.
- Management will address concerns brought forth by the Steward or UA Supervision in a professional and timely manner.
- A course of action shall be established to allow the job Steward and or UA Supervision to communicate with higher levels of management in the event there is a breakdown with the responsible manager.
- In the event that the employee is unwilling or unable to make the necessary changes, management must make the decision whether the employee is detrimental to the ***UA Standard for Excellence*** platform and make a decision regarding his further employment.

Additional Jointly Supported Methods of Problem Resolution:

- In the event an issue is irresolvable at this level the Local or the Contractor may call for a contractually established Labor Management meeting to resolve the issues.
- Weekly job progress meetings should be conducted with Job Stewards, UA Supervision and Management.
- The Local or the Contractor may involve the customer when their input is prudent in finding a solution.
- Foremen, General Foremen, Superintendents and other management should be educated and certified as leaders in the ***UA Standard for Excellence*** policy.

Standard for Excellence Enforcement Policy:

Employee/219 Member Issues:

- Issues that arise under the Standard for Excellence policy may be worked out between the Employer and the Employee.
- If an employee is discharged from an employer, a discharge hearing with the Joint Conference Board will be held to determine the legitimacy of the discharge under the Standard for Excellence policy. Discharge hearing is to be held within ten (10) business days of the separation.
- Following three (3) confirmed violations of the Standard for Excellence within a three (3) year period, the Labor Management Committee shall recommend disciplinary action to the Local 219 Executive Board. The Local 219 Executive Board shall report back to the Labor Management Committee concerning any action taken.

Contractor Issues:

- Issues that arise under the Standard for Excellence policy involving a contractor may be worked out between the contractor and Local 219.
- If a violation cannot be worked out, Local 219 may report the contractor to the Labor Management Committee. A violation hearing with the Labor Management Committee will be held within ten (10) business days of the violation.
- Following three (3) violations of the Standard for Excellence within a three (3) year period, the Labor Management Committee shall recommend appropriate action to the Local 219 Executive Board. The Local 219 Executive Board shall report back to the Labor Management Committee concerning any action taken.