

AGREEMENT

between

The Mechanical Contractors
Association of
Akron, Ohio, Inc.

and

U. A. OF J. & A.
Plumbing & Pipe
Fitting Industry
Local Union No. 219

Effective
June 1, 2020 thru May 31, 2023

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AGREEMENT

Pursuant to section 9(a) of the National Labor Relations Act, this AGREEMENT is made and concluded at Akron, Ohio, this 1st day of June 2020, by and between THE MECHANICAL CONTRACTORS ASSOCIATION OF AKRON, OHIO, INC., (hereinafter referred to as the "Association") and the UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY, LOCAL UNION #219, of the United States and Canada, AFL-CIO (hereinafter referred to as the "Union").

WITNESSETH:

The purpose of this Agreement is to stabilize employment in the Plumbing and Pipe Fitting Industry, agree upon wage rates, hours and conditions of employment and eliminate strikes, boycotts, lockouts and stoppages of work.

The Union has claimed, and the Employer is satisfied, and acknowledges, that the Union represents a majority of the Employer's employees in the bargaining unit described in the current collective bargaining Agreement between the Union and the Employer. The Employer agrees to recognize, and does hereby recognize, the Union, its agents, representatives or successors as the exclusive collective bargaining agent under Section 9 (a) of the National Labor Relations Act for all Employees performing work within the Union's trade jurisdiction on all present and future job sites within the Union's geographical jurisdiction.

This contract shall become effective as of June 1, 2020, and remain in full force and effect until May 31, 2023, Midnight.

GEOGRAPHICAL AREA

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

PORTAGE COUNTY – All of Portage County.

Definitions:

Union: The term “Union” as used shall mean the United Association of Journeyman and Apprentices of the Plumbing and Pipe Fitting Industry, Local Union No. 219 and any successor thereto. It shall also refer to Union Officers, agents, and members.

Association: The term “Association” as used shall mean The Mechanical Contractors Association of Akron, Ohio, Inc. and any successor thereto. It shall also refer to Association officers, staff, and contractor members.

Member: The term “Member” as used shall mean any Journeyman, Apprentice, or Unindentured Trainee who recognizes UA Local No. 219 as his/her sole and exclusive collective bargaining representative.

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

Employer: The term “Employer” as used shall mean any individual, firm, association, partnership or corporation who is a member of the “Association” and/or any individual, firm, association, partnership or corporation who is not a member of the “Association” at the time of the execution of this Agreement but who employs journeyman and apprentices on work coming within the trade, craft, or geographical area jurisdiction of the Union and by separate understanding in writing agrees to be bound by the terms and conditions of this Agreement.

Section 1. Work Day Definition:

Eight (8) consecutive hours shall constitute a day’s work between the hours of 6:00 a.m. and 4:30 p.m., starting time will be agreed upon by both the Employer and the Employees.

Employees are permitted to have one fifteen (15) minute morning break at the Employee’s work station, when possible. Morning break schedule shall be set by the foreman and/or the job steward.

Section 1a. Optional Work Day Definition:

At the option of the Employer, and with prior notification to the Union, ten (10)

consecutive hours shall constitute a day's work between the hours of 6:00 a.m. and 6:00 p.m., which must continue for at least four (4) days, Monday through Friday. Pay day shall coincide with the last day worked Monday through Friday. If a holiday should occur during the work week, ten (10) consecutive hours shall constitute a day's work between the hours of 6:00am and 6:00pm, any four (4) days between Monday and Friday.

Section 1b. Shift Work Definition:

Shift work may be performed at the option of the Employer and the Employee. However, when shift work is performed, it must continue for a period of not less than four (4) consecutive work days. A day shift is not required to work the 2nd or 3rd shift, site specific. Shift work can begin on Sunday evening at 15% premium.

Section 2. Premium Time Definition:

Sunday and the following holidays – New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Veteran's Day, Christmas and such days as may be deemed legally designated as holidays, shall be paid for at two (2) times the hourly rate, except service work and maintenance as defined herein. 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 Sunday, then Monday will be the legally designated holiday. All work performed during the ninth (9th) and tenth (10th) consecutive hours, Monday through Friday, and during the normal eight (8) consecutive hours on Saturday, shall be paid at the rate of time and one-half (1 1/2). Any additional hours shall be paid for at two (2) times the hourly rate.

Section 2a. Service/Maintenance Definition:

All overtime on service work and maintenance to be paid at the rate of one and one-half (1 1/2) times the hourly rate until Midnight on Saturday. Overtime on service work and maintenance to be paid at the rate of two (2) times the hourly rate from 12:00a.m. Sunday until 6:00 a.m. Monday. Holidays shall be paid for at two (2) times the hourly rate starting at 12:00a.m. and extending until 6:00a.m. the following day.

Service:

The restoration of a facility to a condition substantially equivalent to its original or designed capacity and efficiency, by replacement, overhaul or reprocessing of constituent parts or materials.

Maintenance, Repair and Renovation Defined:

- a. Maintenance shall be any work performed of a renovation, repair or maintenance character.
- b. Maintenance work that the Employer performs involves maintaining operating

units that in almost all cases must be kept running. This situation means that much of the work is of an emergency nature.

c. The word “repair” used within the terms of this Agreement and in accordance with maintenance is work required to restore by replacement of parts existing facilities to efficient operating condition.

d. The word “renovation” used within the terms of this Agreement and in connection with maintenance is work required to restore by replacement or by revamp of parts, existing facilities to efficient operating conditions. The scope of this maintenance category does not cover work performed by the Employer of a new construction nature, which for the purpose of this Agreement is work required to erect new complete facilities.

Section 3. Wages:

The wages of Employees shall be Thirty-Nine Dollars and Thirty-Two Cents (\$39.32) per hour; as of June 1, 2020, and shall remain in effect until May 31, 2021, Midnight. After Social Security and withholding taxes have been calculated, One Dollar and Twenty-Five Cents (\$ 1.25) per hour for each PAID hour shall be withheld from the pay envelope, IF AUTHORIZED BY THE EMPLOYEE, and deposited in the Voluntary Savings Fund. (The plan explained under Section 21d.)

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 new allocations.

Changes in Wages and Fringes go into effect on the nearest Monday.

Section 3a. Wage Increases:

June 1, 2020	\$1.50
June 1, 2021	\$1.60
June 1, 2022	\$1.40

Section 4. Wage Rate- Foreman:

Job Foreman to receive not less than seven percent (7%) above the Journeyman scale. General Foreman shall receive not less than ten percent (10%) per hour above the Journeyman scale.

WAGES June 1, 2020

PLUMBING & PIPEFITTING INDUSTRY, LOCAL UNION #219
1655 BRITTAIN ROAD, AKRON OH 44310
May 31, 2021

TO: PLUMBING, HEATING & COOLING CONTRACTORS WHO EMPLOY JOURNEYMEN AND APPRENTICES
UNDER THE JURISDICTION OF LOCAL UNION #219

WAGE RATES, FRINGE BENEFITS, ETC., EFFECTIVE JUNE 1, 2020 THROUGH MAY 31, 2021, MIDNIGHT

Journeyman	Straight Time Rate:	Time & One-Half Rate:	Double Time Rate:	Shift Work Rate:
Wage Rate:	39.32	58.98	78.64	45.22
Add - Health & Welfare: (Based on hours paid)	7.81	11.72	15.62	8.98
Add - H.R.A.: (Based on hours paid)	0.50	0.75	1.00	0.58
Add - Pension Fund: (Based on hours paid)	11.75	17.63	23.50	13.51
Add - Annuity Fund: (Based on hours paid)	4.00	6.00	8.00	4.60
Add - Industry Fund:	0.59	0.59	0.59	0.59
Add - CIDB:	0.16	0.16	0.16	0.16
Add - I.T.F.	0.10	0.10	0.10	0.10
Add - UA PCE Fund:	0.05	0.05	0.05	0.05
Add - #219 Activity Fund	0.07	0.07	0.07	0.07
Add - Journeyman Training	0.55	0.55	0.55	0.55
Add - JATC Fund:	0.83	0.83	0.83	0.83
Add - Organizing Fund:	0.10	0.10	0.10	0.10
Totals:	65.83	97.53	129.21	75.34
Foreman (Journeyman base wage rate plus 7%):	42.07	63.11	84.14	48.39
Totals:	68.58	101.66	134.71	78.51
General Foreman (Journeyman base rate wage plus 10%):	43.25	64.88	86.50	49.74
Totals:	69.76	103.43	137.07	79.86
Deduct - Union Dues (Based on Gross Wages):	5 1/2%	5 1/2%	5 1/2%	5 1/2%
Deduct - Bldg. Fund: (Based on hours paid)	0.60	0.90	1.20	0.69
Deduct - MKT. Recovery Fund: (Based on hours paid)	0.50	0.75	1.00	0.58
Deduct - Voluntary Savings: (Based on hours paid)	1.25	1.25	1.25	1.25
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.

UNITED ASSOCIATION OF JOURNEYMEN
& APPRENTICES OF THE PLUMBING &
PIPEFITTING INDUSTRY, LOCAL #219

THE MECHANICAL CONTRACTORS
ASSOCIATION OF AKRON,
OHIO, INC.

WAGES June 1, 2020

PLUMBING & PIPEFITTING INDUSTRY, LOCAL UNION #219
1655 BRITTAIN ROAD, AKRON OH 44310
May 31, 2020

TO: PLUMBING, HEATING & COOLING CONTRACTORS WHO EMPLOY JOURNEYMEN AND APPRENTICES UNDER THE JURISDICTION OF LOCAL UNION #219 **LIGHT COMMERCIAL**

WAGE RATES, FRINGE BENEFITS, ETC., EFFECTIVE JUNE 1, 2020 THROUGH MAY 31, 2021, MIDNIGHT

Journeyman	Straight Time Rate:	Time & One-Half Rate:	Double Time Rate:
Wage Rate:	31.90	47.85	63.80
Add - Health & Welfare: (Based on hours paid)	7.81	11.72	15.62
Add - H.R.A.: (Based on hours paid)	0.50	0.75	1.00
Add - Annuity Fund: (Based on hours paid)	5.20	7.80	10.40
Add - Industry Fund:	0.48	0.48	0.48
Add - CIDB:	0.16	0.16	0.16
Add - I.T.F.	0.10	0.10	0.10
Add - UA PCE Fund:	0.05	0.05	0.05
Add - Activity Fund	0.07	0.07	0.07
Add - Journeyman Training	0.55	0.55	0.55
Add - JATC Fund:	0.83	0.83	0.83
Add - Organizing Fund:	0.10	0.10	0.10
Totals:	47.75	70.46	93.16
Foreman (Journeyman base wage rate plus 7%):	34.13	51.20	68.27
Totals:	49.98	73.81	97.63
Deduct - Union Dues (Based on Gross Wages):	5 1/2%	5 1/2%	5 1/2%
Deduct - Bldg. Fund (Based on Hours Paid):	0.60	0.90	1.20
Deduct -Mkt. Recovery Fund: (Based on hours paid)	0.50	0.75	1.00

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

UNITED ASSOCIATION OF JOURNEYMEN
& APPRENTICES OF THE PLUMBING &
PIPEFITTING INDUSTRY, LOCAL #219

THE MECHANICAL CONTRACTORS
ASSOCIATION OF AKRON,
OHIO, INC.

WAGES June 1, 2020

BUILDING TRADES APPRENTICE WAGE RATES PLUMBING & PIPEFITTING INDUSTRY, LOCAL UNION #219

16855 BRITTAIN ROAD
AKRON OHIO 44310

TO: PLUMBING, HEATING & COOLING CONTRACTORS WHO EMPLOY APPRENTICES IN THE JURISDICTION OF LOCAL #219
SUBJECT: WAGE RATES FOR B. T. APPRENTICES BASED ON LEVEL OF COMPLETION (FROM 6/01/19 THROUGH 5/31/20)

LEVEL OF COMPLETION	%	WAGE RATE	WAGES (PER STRAIGHT TIME HOUR)					TOTAL	DUES 5.5%	DEDUCTIONS (PER STRAIGHT TIME HOUR)			
			H & W	H.R.A	PENSION	ANNUITY	OTHER*			BLDG. FUND	MARKET RECOVERY	VOLUNTARY ANNUITY	
1st 6 MONTHS	40	\$15.73	\$7.81	\$0.50	\$0.00	\$1.50	\$2.45	\$27.99	\$0.87	\$0.60	\$0.50	\$2.00 or \$4.00	
2nd 6 MONTHS	45	\$17.09	\$7.81	\$0.50	\$0.00	\$1.50	\$2.45	\$29.95	\$0.97	\$0.60	\$0.50	\$2.00 or \$4.00	
3rd 6 MONTHS	50	\$19.06	\$7.81	\$0.50	\$11.75	\$4.00	\$2.45	\$46.17	\$1.08	\$0.60	\$0.50	\$2.00 or \$4.00	
4th 6 MONTHS	55	\$21.63	\$7.81	\$0.50	\$11.75	\$4.00	\$2.45	\$48.14	\$1.19	\$0.60	\$0.50	\$2.00 or \$4.00	
5th 6 MONTHS	60	\$23.59	\$7.81	\$0.50	\$11.75	\$4.00	\$2.45	\$50.10	\$1.30	\$0.60	\$0.50	\$2.00 or \$4.00	
6th 6 MONTHS	65	\$25.56	\$7.81	\$0.50	\$11.75	\$4.00	\$2.45	\$52.07	\$1.41	\$0.60	\$0.50	\$2.00 or \$4.00	
7th 6 MONTHS	70	\$27.52	\$7.81	\$0.50	\$11.75	\$4.00	\$2.45	\$54.03	\$1.51	\$0.60	\$0.50	\$2.00 or \$4.00	
8th 6 MONTHS	75	\$29.49	\$7.81	\$0.50	\$11.75	\$4.00	\$2.45	\$56.00	\$1.62	\$0.60	\$0.50	\$2.00 or \$4.00	
9th 6 MONTHS	80	\$31.46	\$7.81	\$0.50	\$11.75	\$4.00	\$2.45	\$57.97	\$1.73	\$0.60	\$0.50	\$2.00 or \$4.00	
10th 6 MONTHS	85	\$33.42	\$7.81	\$0.50	\$11.75	\$4.00	\$2.45	\$59.93	\$1.84	\$0.60	\$0.50	\$2.00 or \$4.00	
JOURNEYMAN	100	\$39.32	\$7.81	\$0.50	\$11.75	\$4.00	\$2.45	\$65.83	\$2.16	\$0.60	\$0.50	\$2.00 or \$4.00	

*OTHER FRINGES INCLUDE	IND	FUND	\$0.59
	CIDB		\$0.16
	ITF		\$0.10
	PCE		\$0.05
ACTIVITY FUND			\$0.07
	JT		\$0.55
	JATC		\$0.83
ORGANIZING FUND			\$0.10

*Unless otherwise noted on the Journeyman Wage Rate Sheet, all fringes are based on hours worked.

WAGES June 1, 2020

PLUMBING & PIPEFITTING INDUSTRY, LOCAL UNION #219

1655 BRITAIN ROAD, AKRON OH 44310

May 31, 2021

TO: PLUMBING, HEATING & COOLING CONTRACTORS WHO EMPLOY JOURNEYMEN AND APPRENTICES
UNDER THE JURISDICTION OF LOCAL UNION #219

UT Classification (Helper)

WAGE RATES, FRINGE BENEFITS, ETC., EFFECTIVE JUNE 1, 2020 THROUGH MAY 31, 2021, MIDNIGHT

Journeyman	Straight Time Rate:	Time & One-Half Rate:	Double Time Rate:	Shift Work Rate:
Wage Rate:	11.80	17.70	23.60	13.57
Add - Health & Welfare: (Based on hours paid)	7.81	11.72	15.62	8.98
Add - H.R.A.: (Based on hours paid)	0.50	0.75	1.00	0.58
Totals:	20.11	30.17	40.22	23.13
Deduct - Union Dues (Based on Gross Wages):	3 1/2%	3 1/2%	3 1/2%	3 1/2%
Deduct - Voluntary Savings: (Based on hours paid)	1.25	1.25	1.25	1.25

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

UNITED ASSOCIATION OF JOURNEYMEN
& APPRENTICES OF THE PLUMBING &
PIPEFITTING INDUSTRY, LOCAL #219

THE MECHANICAL CONTRACTORS
ASSOCIATION OF AKRON,
OHIO, INC.

Section 5. Payroll Requirements:

Wages shall be due and payable in cash or check at the discretion of the Employer, during working hours, each Friday. All wages paid by check must be on a bona fide payroll check. The paycheck or pay slip must clearly indicate all wages and itemize all deductions separately from gross wages. Weekly pay period shall end on Sunday Midnight with one week hold back pay. Employees shall be paid in full at time of layoff or discharge. In the event the Employer defaults in payment of wages, they may be required to pay cash from that date. Automatic deposit at the option of the Employer and with the Employee's written consent, Employees may be paid by electronic or automatic deposit.

Section 6. Payroll Penalty:

In the event the Employees are required to wait after normal quitting time for payment of their wages, or there are insufficient funds, they shall be paid the one and one-half (1 ½) time rate, not to exceed four (4) hours. Employees must receive the pay by the end of the next business day or an additional four (4) hours of pay at one and one-half (1 ½) times rate for each day the payment is delayed.

Section 6a. Termination Requirement:

When an Employee is terminated, they shall be given a termination slip stating reason for termination, no later than one (1) hour before quitting time. In the event of termination, payment shall be made one hour before quitting time, allowing one (1) paid hour for the Employee to report to the Union Hall before closing.

Section 6b. Long Term Employees:

No long-term Employees shall be laid off as long as short-term employees remain on the Employer's payroll.

Section 6c. Just Cause:

Employees may only be fired for just cause.

Section 7. Show Up:

1. An Employee, after being hired and reporting for work at the regular starting time and for whom no work is available, shall receive pay for two (2) hours at the basic straight time hourly rate of wages, unless he has been notified before leaving his home not to report, and an Employee who reports for work, and for whom work is available shall receive not less than four (4) hours pay and, if more than four (4) hours are worked in any one day, he shall receive not less than a full day's pay. Exceptions, however, shall be when strike conditions make it impossible to put such an Employee to work, or when stoppage of work is occasioned thereby, or when an Employee leaves work of his own accord. When the conditions set forth in this paragraph occur on an over-time day, the premium rate shall be paid.
2. An Employee reporting for work at the regular starting time at a shop or job and for whom no work is available due to weather conditions, will receive two (2) hours pay for reporting time. To be eligible to receive such reporting pay, the Employee must check in at the job or shop at the regular starting time and remain there for two (2) hours. In order to qualify for the pay provided for in this Article, the employee must remain on the job available for work during the period of time for which he receives pay unless released sooner by the Employer's principal supervisor. After starting to work and work is stopped because of weather conditions, the Employee shall receive pay for the actual time on the job but, in no event, less than two (2) hours. The Employer shall have the sole responsibility to determine availability of work due to weather conditions. When the conditions set forth in this paragraph occur on an overtime day, or on shift work, the premium rate shall be paid.
3. When an Employer considers it necessary to shut down a job to avoid the possible loss of human life, because of an emergency situation that could endanger the life

and safety of an Employee, in such cases Employees will be compensated only for the actual time worked. The terms and conditions of the show-up time clause shall not apply to service and maintenance work.

Section 8. Temporary Heat:

It is optional with the owner or Employer to provide temporary heat and to decide the number of hours it shall be in operation, so long as all phases of the maintenance are recognized as work of the Union. A member of the Union will be in attendance during operational periods until general tests are completed and the mechanical installation is accepted and documented by the owner.

When operational labor is performed, it shall be on a straight time basis, Monday through Friday.

Operational labor time exceeding forty (40) hours per week shall be paid for at one and one-half (1-1/2) times the hourly rate.

Section 9. Dues Check Off:

It is hereby agreed between the parties that the proper dues amount, in accordance with the Union's Constitution and Bylaws, be deducted by the Employer from Employees. It is further agreed that the weekly deduction of dues by the Employer shall be paid and remitted by the proper remittance date to the Combined Funds at the address listed in Section 20a.

Section 10. Starting rates of apprentices:

For the 1st 6 -month pay period.....	40% of scale
For the 2nd 6 -month pay period.....	45% of scale
For the 3rd 6 -month pay period.....	50% of scale
For the 4th 6 -month pay period.....	55% of scale
For the 5th 6 -month pay period.....	60% of scale
For the 6th 6 -month pay period.....	65% of scale
For the 7th 6 -month pay period.....	70% of scale
For the 8th 6 -month pay period.....	75% of scale
For the 9th 6 -month pay period.....	80% of scale
For the 10th 6 -month pay period.....	85% of scale

The probationary period shall be one (1) year and the apprentices shall not receive pension during their probationary period. During their probationary period, apprentices will receive a flat \$1.50 paid into the annuity fund. The pay increase shall take effect on December 1st and June 1st of each year, on the nearest Monday.

Section 11. Apprentice Educational Fund and UA Training Fund:

An Educational Trust Fund has been established. There has been created a Board of Trustees known as the Apprenticeship Committee consisting of eight (8) members. Four (4) appointed by the Association, and four (4) appointed by the Union. Two (2) total trustees shall be affiliated with the MES (Mechanical Equipment Service Agreement), one (1) appointed by the Association, and one (1) appointed by the Union.

The parties signatory to the Agreement shall, by reference herein, be bound to the Apprenticeship Standards, rules and regulations, assignments of apprentices to Employers and all other decisions and policies adopted by the Joint Apprenticeship Committee.

All contributions shall be paid at the rate covered in Section 4, and shall be paid and

remitted by the proper remittance date to the Combined Funds at the address listed in Section 20a.

In order to provide diversity of training, the Apprenticeship Committee shall initiate a rotation program which shall commence with the next first year class. This plan of rotation shall be dependent upon the employment of a Training Director who shall be responsible for the operation of the training and educational program and the rotation plan.

A yearly financial report of receipts and disbursements shall be presented to the Union and the Association. This report to be presented to both bodies not 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 the Union 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.

	Apprentice Ratio	
Steadily Employed Journeyman	Apprentices Allowed	Notes
1	1	optional
2	1	optional
3	1	1st apprentice mandatory
4	2	optional
5	2	optional
6	3	optional
7	4	optional
8	4	optional
9	4	optional
10	4	optional
11	5	optional
12	5	optional
13	6	2nd apprentice mandatory
14	6	optional
15	7	optional
16	7	optional
17	8	optional
18	9	optional
19	10	optional
20	10	optional

Mandatory Apprentices must be filled by Akron JATC Apprentices, if available.

If Apprentices are used on Prevailing Wage jobs, the Employer shall adhere to the apprenticeship ratio chart.

Section 11a. Non-Prevailing Wage Ratio:

Employers shall be permitted a 1 to 1 ratio of journeymen to apprentices on all public non-prevailing wage school work.

Section 11b. 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 and curriculum to be decided by the JATC committee and the Joint Labor Committee.

Section 12. Unindentured Trainee (U.T.) Clause:

There shall be a Unindentured Trainee (U.T.) category. U.T.s may perform the following work under the supervision of a journeyman.

1. Site cleaning
2. Demolition with a journeyman
3. Core Drilling Assistant
4. Fire Watch
5. Confined Space Attendant
(trained per OSHA 29 CFR 1910.146)
6. Truck Driver
7. Unload material, equipment and tools on site
8. Distribute material, equipment and tools on site
9. Pick-up material, equipment and tools on site

U.T. will not be permitted on a job if a journeyman is not present. Work under the U.T. classification will be closely coordinated with the Joint Apprentice Training Committee in order not to interfere with the established apprenticeship program. The source for the U.T. pool shall be those persons referred to the Employer by the Union, having fulfilled the necessary application requirements for the JATC program or others who may be suitable for training as determined by the Union. If the Union fails to provide a U.T. within fourteen (14) calendar days of a written request, the Employer may hire an individual for this position and notify the Union of this individual's employment information within five (5) calendar days of hiring. The number of U.T.s shall be limited to one (1) U.T. per Employer employing minimum of one (1) journeyman and one (1) apprentice (when available) or two (2) journeymen (if an apprentice is not available), and an additional U.T. for every eleven (11) additional journeymen/apprentices thereafter. A third U.T. may be added after twenty (20) journeymen/apprentices are employed. Each Employer shall be limited to three (3) U.T.s. Nothing contained herein shall imply that the ratios established shall prohibit the Employer from drawing from other projects for U.T.s to assist on one (1) project, so long as it is for no more than one week's duration. U.T.s can be utilized on a ratio of one (1) U.T. for every one (1) journeyman/apprentice for projects involving exterior site utilities or water/waste water treatment plants. There shall not be any restriction regarding the work U.T.s may perform or the quantity of U.T.s on these specific projects. Unless otherwise stipulated, all sections of the regular Collective Bargaining Agreement will apply to the U.T. category, except no pension, annuity, industry fund, CIDB, UA training, UA PCE or apprentice education. The U.T. shall be paid at the rate of 30% of the base rate. U.T.s shall pay Union Dues in the amount of three and one-half percent (3 1/2 %). All contributions shall be paid at the rate covered in Section 4, and shall be paid and remitted by the proper remittance date to the Combined Funds at the address listed in Section 20a.

U.T.s shall receive safety orientation training provided by the JATC. A contractor may not lay off an apprentice in lieu of a U.T. Employers found guilty of abusing the accepted duties of this category of workers via the grievance process shall be subject to fines of \$1,000.00 and will have all U.T.s removed from their firm for a duration established by the Joint Labor Committee.

Section 13. Conditions of Employment:

The Employer hereby recognizes the Union, who is signatory hereto, as the sole and exclusive collective bargaining representative, pursuant to Section 9 (a) of the National Labor Relations Act. 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 eighth (8th) day following the dates of their employment or the effective date of the Agreement, whichever is later.

(a) The parties agree that during the life of this Agreement no Employee shall work for any Employer for wages less than the rate established by the contract, nor shall Employees, while employed by the Employer, perform any plumbing and pipe fitting work other than that assigned by the Employer.

(b) 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 shall be paid for by the immediate Employer. All fringe benefits to be paid for by the immediate Employer to the Union for Employees sent outside the jurisdictional boundaries of the Union except where reciprocal agreements apply. In such event of reciprocal agreements, the Employer will pay the excess, if any, contributions due to the Union. Any such excess amount of contribution shall be paid to the applicable benefit trust fund. Where reciprocal agreements exist between Local Union #219 and other jurisdictions, if the contribution of the reciprocal fund is equal to or in excess of Local Union #219's fund, no additional contributions shall be paid.

(c) Any Employer performing new work (over eight (8) hours duration) in the geographical jurisdiction of the Union must employ at least one (1) journeyman from Local Union #219 from the inception to the completion of the job.

(d) When three (3) or more men are employed through the collective bargaining Agreement on a project through the Union one (1) Local Union #219 journeyman shall be paid foreman's rate.

(e) 1. The appointment of foreman is to be made by the Employer in keeping with the terms of the Agreement, except when the Employer requests a foreman from the Union. The Union is to be notified of the appointment. 2.No foreman shall supervise more than ten (10) men. When a foreman is in charge of ten (10) men, he shall not work with the tools. 3. When there are three (3) foremen on a job, they shall be responsible to a general foreman who shall be a Member of the Union. 4. No foreman or general foreman shall run more than one (1) job at a time unless on the same project site.

(f) This Agreement covers the installation of all plumbing, and/or pipe fitting systems and component parts thereof, including fabrication, assembling, erection, installation, dismantling, repairing, reconditioning, adjusting, altering, servicing, handling, unloading, distributing, reloading, tying-on and hoisting of all piping materials, appurtenances and equipment, by any method, including all hangers and supports of every description, job cleanup and all other work included in the trade jurisdiction claims of the United Association.

(g) The Employer agrees to adopt the Federal Occupational Safety and Health Act of 1970. This is to apply to all construction work. The parties signatory to this Agreement reserve the right to work only on projects which comply with the above code.

(h) The Employer agrees to furnish a warm, well lighted, dry place to change clothes and eat lunch, also dry, sanitarily maintained toilet facilities and sanitary cool drinking water and cups.

(i) The Employer shall provide transportation when Employees move from shop to job, job to job, and from job to shop. If transportation is not provided, the Employee shall receive IRS allowable mileage reimbursement per mile exceeding a five (5) mile radius limited to one move per working day. Personnel ordered to work on a job by the Employer shall be on the job, ready to begin work at the regular starting time and put in their entire time on the job, unless they are required at the shop for consultation.

(j) The Employer shall pay for or provide parking within a reasonable distance of the job site.

(k) The following protective clothing or apparel needed for the safety of the employee in the performance of his duties shall be furnished by the Employer: (1) Hard hat (with lining when needed); (2) Rubber boots (hip type when needed); (3) Raincoats and rain pants; (4) Welding gloves equal to Guardwell E (for welders only); (5) Bib type leather sleeves or leather jackets (for welders only); (6) All other safety clothing or equipment required with the exception of safety shoes; (7) All clothing, apparel or equipment described in this Section shall be new (welding gloves) or sanitarily cleaned before it is issued to any one man.

(l) All tools of the trade shall be furnished by the Employer. The tools and apparel are the property of the Employer, and the Employee shall return all of these items to the Employer upon layoff.

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

(n) All Employers signatory to this Agreement shall be required to permanently identify their vehicles and equipment with legible lettering.

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

(p) Employees injured on the job or in the shop will be furnished transportation by the Employer for the current injury to a treatment facility. If an Employee is injured on the job or in the shop, the Employee shall immediately contact the Employer or job site representative if available (steward or foreman). The Employee is required to complete a written report to the Employer within 24 hours of the injury if physically possible. The injury must be reported to the job site representative, steward or foreman. A written report by the job site representative, steward or foreman must be completed immediately and filed with the Employer.

(q) Superintendents, general foremen and foremen shall issue orders through a chain of command so that the journeymen will not receive conflicting orders.

(r) All Employees will be given sufficient time to pick up tools before quitting time.

(s) The Employer shall not loan or cause to be loaned workmen in his employ, to any other Employer signatory to this Agreement.

(t) All Employees shall complete 10 hours of continuing education annually (between June 1st and May 31st), courses are to be approved by the JATC.

(u) All Employees shall have an OSHA 10 card prior to July 1, 2009. All Local 219 foreman/general foreman and supervision shall have an OSHA 30 card prior to July 1, 2009. Any new hires or apprentices will have a six (6) month window, from their date of hire to obtain the proper OSHA training, any new foreman/general foreman or supervision will have a six (6) month window, from the date of their new classification, to obtain the OSHA 30 card.

Section 14. Union Representation and Access to Jobs:

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

Section 15. Steward Regulations:

A steward shall be a working journeyman, appointed by the Business Manager or Business Agent of the Union who shall, in addition to their work as a journeyman, be permitted to perform during working hours such of his union duties as cannot be performed at other times which consists of those duties assigned to him/her 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. Steward's duties shall include accompanying all injured personnel to the hospital during working hours. The Steward shall be notified of any layoff(s) as soon as possible. A Steward shall be the next to the last person on a project, if he/she possesses the qualifications to perform the remaining work. With agreement between the Union and the Employer, a Steward may be shifted to another site prior to the completion of that project he/ she is on if he/she doesn't possess the skills to remain on that job. The Business Manager shall be contacted when a Steward is being removed from the project. Every Steward should be current with OSHA Ten (10) hour course, CPR and First Aid Training. Training for the above courses shall be provided under Journeyman Training.

Section 16. Travel Rates:

Zone one (1) shall be the free zone of travel which covers a radius of twenty (20) miles or under. The Employers shall pay their Employees the rates as prescribed by zones listed below. Starting point shall be Main and Market Streets, Akron, Ohio. Gross travel allowance to be added to Net Pay.

Zone 2: 20 to 30 miles.....	\$4.00 a day
Zone 3: 30 to 40 miles.....	\$5.00 a day

If any single owner project is in two (2) travel zones, the highest travel zone shall apply for the project.

Established Employers located in such outlying areas as Kent, Ravenna, Seville, Barberton, etc., will pay travel rates from the center of their respective towns on the above basis.

Section 17. Subcontracting:

The Employer agrees not to sublet or contract out any work covered herein (Jurisdiction of Work) 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. Where the Employer has the right of control of assignment of work to the manufacturer or to the Union, he shall assign the work to the Union.

Section 18. Jurisdiction of Work:

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

Section 19. Workers 'Compensation- Social Security- State Unemployment

The Union will not furnish journeymen or apprentices to Employers who fail to carry Workers' Compensation Insurance, Social Security and 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 personnel, certificates must be furnished stating the employer 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 signed Agreement and bond.

Section 20. Fringe Benefits:

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

Section 20a. 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 33 Fitch Blvd., Austintown, OH 44515.

Section 20b. Fringe Remittance Date and Address:

Beginning June 1, 2017 Fringe reports and payments may be made via electronic remittance through the third-party administrator. The Association will assist with training on electronic remittance. Beginning January 1, 2018, it will be mandatory for all Employers to remit their fringe reports and payments electronically. Following January 1, 2018, the third-party administrator will no longer accept mailed reports or payments, any mailed report and/or payment will be considered delinquent and subject to penalties.

Fringe benefits shall be paid and remitted to the Combined Funds prior to the 15th day 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 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 4, wage rates, and that such contributions shall be paid and remitted to (except Voluntary Savings Plan):

Local #219 Combined Funds
C/O Local #219 Combined Funds
33 Fitch Blvd.
Austintown, OH 44515

Voluntary Savings Plan Remittance Address:
BFG Federal Credit Union
Attn: Payroll Department
445 South Main Street
Akron, OH 44311

Section 20c. Audits:

The Combined Funds shall engage the services of a certified public accountant to perform random payroll audits of various contributing employers on an annual basis. Other audits may be performed if deemed appropriate or as directed by the Combined Funds or the various other fringe fund committees.

Section 21a. Health & Welfare:

The Parties agree there shall be a jointly administered fund, operated by the Trustees of the Health and Welfare Fund, as provided for in the Trust Agreement covering this subject matter. All contributions to the Fund shall be paid at the rate covered in Section 4, and shall be paid and remitted by the proper remittance date to the Combined Funds at the address listed in Section 20a.

Section 21b. Pension Plan:

The Parties agree there shall be a jointly administered fund, operated by the Trustees of the Pension and Annuity Fund, as provided for in the Trust Agreement covering this subject matter. All contributions shall be paid at the rate covered in Section 4, and shall be paid and remitted by the proper remittance date to the Combined Funds at the address listed in Section 20a.

Pension Funding Improvement Plan, see appendix E

Section 21c. Annuity Plan:

The Parties agree there shall be a jointly administered fund, operated by the Trustees of the Pension and Annuity Fund, as provided for in the Trust Agreement covering this subject matter. All contributions shall be paid at the rate covered in Section 4, and shall be paid and remitted by the proper remittance date to the Combined Funds at the address listed in Section 20a. The Employers agree to deduct and remit Employee elective deferrals as permitted by the affiliated Annuity Trust Fund's governing plan documents.

Section 21d. Voluntary Savings Plan:

It is hereby agreed that, upon receipt of a signed "Authorization to Deduct" form, the Employer will withhold, AFTER TAXES, at the rate described under Section 4, Wages, and will forward said deduction to: **BFG FEDERAL CREDIT UNION, Attn: Payroll Department, 445 South Main Street, Akron, OH 44311.**

Section 21e. Industry Fund:

The Parties agree as a condition of employment that the Employer shall contributed to the Industry Fund, for each hour worked, for all Employees covered by this agreement. The rate is set by the Industry Fund committee annually, at one and a half percent (1-1/2%) of the base journeyman wage. The Industry Fund shall be administered solely by the Association for activities designated to promote and improve the industry and the Agreement and Declaration of Trust under which the Mechanical Contractors Association of Akron, Industry Fund has been created. All contributions shall be paid and remitted by the proper remittance date to the Combined Funds at the address listed in Section 20a. Any Employer who strikes the Industry Fund will contribute the amount of contributions to the Apprentice Educational Fund. The intent of this clause is to maintain economic competitiveness.

Section 21f. Construction Industry Development Board, (CIDB):

The Parties agree as a condition of employment that the Employer shall contribute to the CIDB, for each hour worked, for all Employees covered by this CBA. 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. All contributions shall be paid at the rate in Section 4, and remitted by the proper remittance date to the Combined Funds at the address listed in Section 20a. Any Employer who strikes the Construction Industry Development Board (CIDB) will contribute the amount of contributions to the Apprentice Educational Fund. The intent of this clause is to maintain economic competitiveness.

Section 22. Bonding:

It is further agreed by and between the parties that to insure the orderly process of payment of **WAGES, HEALTH AND WELFARE, PENSION PLAN, ANNUITY PLAN, VOLUNTARY SAVINGS PLAN, UNION DUES DEDUCTION, BUILDING FUND DEDUCTION, UA TRAINING FUND, APPRENTICESHIP PLAN, INDUSTRY FUND AND THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD**, that all Employers shall simultaneously with the execution of this Agreement post a surety bond in the amount as required in the following schedule:

- 0 to 5 Employees - \$15,000 bond shall be posted
- 6 to 10 Employees - \$30,000 bond shall be posted
- 10 to 16 Employees - \$45,000 bond shall be posted
- 16 to 20 Employees - \$60,000 bond shall be posted

(An additional \$15,000 bond shall be posted for each additional 5 Employees, or part thereof.) Bonds must be issued by surety companies licensed and approved by the Superintendent of Insurance to execute such bonds in the State of Ohio. Sureties must hold a current Certificate of Authority as an acceptable surety and be listed in the Federal Register.

Said bond shall be posted to secure payments as required for the above-mentioned wages and plans, unless the Employer has been signatory to this Agreement for three (3) consecutive years. It is further agreed that any Employer who has on any 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 Employer 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 Union office, with a copy sent to the Association office, before Members will be dispatched. This bond to be furnished in duplicate. Should the Trustees of the Combined Funds find it necessary to enforce the bond in order to collect said fringe benefits, the Employer involved will be responsible for legal fees involved in collection of the above-mentioned funds.

It is further agreed between the parties that the non-payment 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 rights 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.

When a contractor signs the local Collective Bargaining Agreement, Local #219 must notify the MCA of Akron within 10 business days (in writing). Local #219 must provide the contractors name and all contact information along with the notification.

Section 23. Fringe Benefits - Penalty

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 Joint Conference Board.

Section 24. Joint Conference Board:

There shall be a Joint Conference Board consisting of three (3) representatives of the Union and three (3) representatives of the Association. This Board may meet weekly between April 1st and June 1st for the purpose of considering any changes or revisions to the Agreement. Meetings shall be held as required and as provided for herein to resolve any dispute or disagreements arising under this Agreement. Meetings of the Joint Conference Board 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 Employer and two (2) representing the Union, shall be a quorum. The Employer representatives shall select a chairman of the Employer representatives to the Joint Conference Board. The Union representatives shall select a chairman of the Union representatives to the Joint Conference Board. 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.

Section 25. Grievance and Arbitration:

Any grievance by Union Management or an individual employee must be filed with the Union Chairman of the Joint Conference Board and the Association Office, in writing, within seven (7) calendar days of the occurrence.

Any grievance filed by an Employer or an individual Employer firm must be filed with the Union Chairman of the Joint Conference Board and the Association office, in writing, within seven (7) calendar days of the occurrence. Said Grievances can only be filed against the Union management.

Step 1: In the event that differences arise during the term of this Agreement, there shall be no stoppages of work, and an earnest effort shall be made to settle such differences first between the Association, the Union and its members involved in the dispute.

Step 2: In the event of failure of the parties to reach a satisfactory settlement at this stage, a Business Representative or an official of the Union shall notify the Employer and the Director of the Association, in writing, of the Union's intention of referring the grievance to the Joint Conference Board and Board shall meet within seven (7) days from receipt of the request to consider the matter. Its decision thereon by a majority vote shall be final and binding.

Step 3: Should a definite settlement of any controversy not be arrived at by the Joint Conference Board within seven (7) days after its submission to such Board, 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 dispute at issue. The question of hourly wage rates shall not be subject to arbitration in such fashion. All wage rates shall, under this Agreement and any ensuing agreements, be fixed in accordance with the procedure established in the above paragraph, Joint Conference Board, of this Agreement.

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.

Section 26, Standard for Excellence:

Refer to appendix C regarding the United Association's Standard for Excellence Policy.

Section 27. Strike, Work Stoppage, Lockout:

It is further agreed that the Union may engage in a strike and work stoppage in the event the Employer fails to pay contributions for fringe benefits when due, when an Employer issues a not-sufficient funds check for wages, or non-payment of wages, or when an Employer fails or refuses to abide by a decision of the Joint Conference Board or arbitrator. The Employer shall agree not to lock out the employees during the term of this Agreement. In any event, both parties to the Agreement agree to abide by the decision of the designated arbitrator of any dispute.

Section 28. Referral and Hiring Procedure:

The Employer signatory to this Agreement recognizes the Union as the sole and exclusive source for the purpose of referral of Members covered under the terms of this Agreement.

DISPATCHING OF PERSONNEL: Upon request of an Employer for Members the Union Business Manager or Business Agent shall immediately dispatch qualified and competent Members 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) Fifty percent (50%) of the requests for Members by any Employer may be called by name without regard to the requested Member's position on the out-of-work list.

Every other Member (alternately) shall come from the out-of-work list in their proper order according to classification. Any foreman or general foreman requested by the Employer must remain at the pay rate during their employment with that Employer.

(2) Member quitting a job under the jurisdiction of the collective bargaining agreement cannot be requested for thirty (30) days.

(3) All other journeymen shall be dispatched in successive order as their names appear 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 special 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) A thirty (30) day (short-term) referral may remain on the job up to seven (7) additional working days if the job can be completed during that period. The union office will be notified by the Employer when this condition exists, and the Union shall have the right to verify and approve prior to extension.

(c) It is understood and agreed that the Union shall verify the employment eligibility of all employees who are covered by this Agreement, in accordance with the provisions of the Immigration Reform and Control Act. The Union further agrees it shall maintain all records required by the Act.

(5) A (6) six month recall from the last Employer of all members in good standing. Said Employer shall be permitted to recall all members for up to six months from their termination date, provided the Employee worked for (31) thirty-one of the available working days, and is currently on the out-of-worklist.

(6) Non-discrimination /Indemnification Clause. The Union acknowledges that the operation of the hiring hall/referral function is governed by a variety of Federal and State labor and non-discrimination and affirmative action requirements and hereby affirms its responsibility to comply fully with those requirements. Any change in those requirements during the term of this agreement, in general public law or in response to specific project requirements, will automatically be adopted and included in this document by amendment if necessary. It is understood the Exclusive Hiring Hall is operated solely by the Union. The operations of the hiring hall must be within the limits of all Local, State, and Federal laws.

(7) Each Employer retains the right to reject any job applicants referred by the Union for just cause.

(8) The out of work list shall be made available to the Employer upon request.

Section 29. Drug Testing:

It is understood that a drug testing program is implemented solely between the Union

and the Association. See Appendix B of this Agreement for details.

Section 30. Management Rights:

- (a) The Employer retains all rights and authority not expressly excluded or limited by this Agreement including, but not limited to: 1) the exclusive right to hire, promote, demote, transfer, discharge, or decrease the work force. 2) Decide the number of Employees required with due consideration to safety and the proper craft classifications. 3) Hire Employees from the Union Hall and lay off Employees as the Employer feels appropriate to meet work requirements and/or skills required. 4) Transfer Employees from job to job without limitations or restrictions. 5) The selection of all supervision shall be at the discretion of the Employer. Any of the rights, powers, or authority the Employer has prior to the signing of this Agreement is retained by the Employer, except those specifically abridged, delegated or modified by this Agreement.

(b) Officer Working with the Tools:

Only one (1) officer of a signatory contractor firm shall be permitted to work with the tools. No other Employees except United Association members covered under this collective bargaining agreement shall be permitted to work with the tools. Rules regarding Officer working with the tools:

- (a) Before the officer may work with the tools, a corporate resolution stating the officer's name and position within the company shall be provided to both the Union and the Association annually. If at any time the officer changes, the company shall update the corporate resolution immediately and provide a copy to both the Union and the Association, before the new officer may work with the tools.
- (b) The Officer working with the tools shall only be used within the Jurisdiction of the Collective Bargaining Agreement for UA Local #219 and is not permitted outside of the jurisdiction or under the UA Portability Agreement, no exceptions.
- (c) No officer of the firm shall work on new work unless they employ at least one (1) UA Local #219 Journeyman, from the inception to the completion of that job.
- (d) Repair work of eight (8) hours duration shall be classified as new work.
- (e) Any officer of a firm who works with the tools shall confine themselves to the same hours as their Journeyman.
- (f) Any violation will be brought in front of the Joint Conference Board.

Section 31. Required Contractor Documentation

- (1) **UA Craft Work Assignments:** for the purpose of accurately documenting jurisdiction, the Employer agrees to provide the Union with written evidence of assignment for specified items of work to be performed at a jobsite. Such written evidence shall be provided on the Employer's letterhead prior to the commencement of the work at the site.
 - a. Letter should include: Length of time in business, general nature of employer's business, a statement that this work is consistently assigned to Local 219, a statement that Local 219 has performed this work skillfully and effectively, a list of other jobs that this

work has been assigned to Local 219 in the past (preferable in the last 10 years).

- (2) **Employer Contact Update:** Employers will complete and forward a copy of the “Employer Contact Update” form on an annual basis, due June 1st of each contract year. All new Employers entering our jurisdiction will be required to fill out the form before beginning work. The form can be found on the association website or by calling the Union, the form shall be forwarded to the email address listed on the form. This information will be used for the fringe funds, agreement changes, drug testing etc...

Section 32. Savings Clause:

If any provision of this 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 Joint Conference Board 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.

Section 33. Duration:

This Agreement shall be in full force and effect from June 1, 2020, to and including May 31, 2023, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration. When no such cancellation or termination notice is served by the Employer, the Employer agrees to be bound by the terms and conditions of subsequent agreements entered into between The Mechanical Contractors Association of Akron, Ohio, Inc., and the United Association of Journeymen and Apprentices of the Plumbing & Pipe Fitting Industry, Local Union #219.

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.**

John H. Kerr

Steven A. Comunale

Aaron R. Hall

**United Association
Of Journeymen and Apprentices
Of the
Plumbing and Pipe Fitting Industry
Of the**

United States and Canada, AFL-CIO Local Union #219

Timothy R. Stem

Brett K. Bozak

William L. Nicholson II

APPENDIX TO AGREEMENT

Appendix A: Jurisdiction of Work

The following is the jurisdiction of work claimed by the Union pursuant to Section 18:

1. All piping, valves, computerized global positions systems, for plumbing, water, waste, floor drains, drain gates supply leader, soil pipe, grease traps, sewage and vent lines.
2. All piping for water filters, water softeners, water meters and the setting of same.
3. All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above-mentioned equipment.
4. All water service from mains to building, including water meters and water meter foundations.
5. All water mains from whatever source, including branches and fire hydrants, etc.
6. All downspouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, gray water, rain water and reclaimed water collection of every type and description used for plumbing and pipefitting systems, etc.
7. All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and washrooms, shower stalls, etc.
8. All bathroom, toilet room and shower room accessories, i.e., towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.
9. All lawn sprinkler work, including piping, fittings, and lawn sprinkler heads.
10. All sheet lead and copper lining for X-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipe fitting industry.
11. All fire stand pipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories and all piping for sprinkler work of every description.
12. All block tin coils, carbonic gas piping, for soda fountains and bars, etc.

Appendix A: Jurisdiction of Work (cont.)

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

14. All piping for pneumatic vacuum cleaning systems of every description.

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

16. All marine piping, and all piping used in connection with ship building and ship yards.

17. All power plant piping of every description.

18. The handling, assembling and erecting of all economizers, super heaters, regardless of the mode or method of making joints, hangers, and erection of same.

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

20. All soot blowers and soot collecting piping systems.

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

22. The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards, and other controls used in connection with power, heating, refrigeration, air conditioning, manufacturing, mining and industrial work.

23. The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers, and all piping for same in power houses, distributing and boosting stations, refrigeration, bottling, distilling, and brewing plants, heating, ventilating and air conditioning systems.

24. All piping for artificial gases, natural gases, and holders and equipment for same, chemicals, minerals and by-products and refining of same, for any and all purposes, as well as all radon piping and all methane recovery systems.

25. All setting and erecting of all underfeed stokers, fuel burners, and piping, including gas, oil, powder fuel, hot and cold air piping, and all accessories and parts of burners and stokers, etc.

26. All ash collecting and conveyor piping systems, including all air washing and

Appendix A: Jurisdiction of Work (cont.)

dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.

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

28. The setting, erecting and piping of all cooling units, pumps, reclaiming systems and appurtenances, in connection with transformers, and piping to switches of every description.

29. All fire extinguishing systems, and piping, valves, computerized global positioning systems, whether by water, steam, gas, or chemical, fire alarm piping and control tubing, etc.

30. All piping for sterilizing, chemical treatment, deodorizing, and all cleaning systems of every description, and laundries for all purposes.

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

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

33. All piping, setting and hanging of all units and fixtures for air- conditioning, cooling, heating, roof cooling, refrigerating, ice making, humidifying, dehumidifying, dehydrating, by any method, and the charging, testing, and servicing of all work after completion.

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

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

36. All piping in connection with central distributing filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, setting basins, and aeration basins.

37. All process piping, valves, computerized global positioning systems, for refining, manufacturing, industrial and shipping purposes, of every character and description.

38. All air piping of every description.

Appendix A: Jurisdiction of Work (cont.)

39. All temporary piping of every description in connection with building and construction work, excavating and underground construction.

40. The laying out of piping systems by any mode or method (including computerized global positioning systems) and cutting of all holes, chases and channels, the setting and erection of bolts, helical piers, inserts, stands, brackets, supports, sleeves, thimbles, hangers (including all seismic hangers), conduit and boxes, used in connection with the pipe fitting industry.

41. The handling and setting of boilers, setting of fronts, setting of soot blowers, and attaching of all boiler trimming.

42. All pipe transportation lines for gas, oil, gasoline, fluids, and liquids, water aqueducts and water lines, and booster stations of every description.

43. All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints, or any other mode or method of making joints in connection with the pipe fitting industry.

44. Laying out (including any computerized global positioning systems used in the fabrication process), cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.

45. All methods of stress relieving of all pipe joints made by every mode or method.

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

47. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipe fitting industry.

48. The operation, maintenance, repairing, servicing, inspecting, testing, commissioning, renovation, upgrading, modernization, replacement and dismantling of all work installed by journeymen members of the United Association.

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

50. 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

pipe fitting industry, regardless of size or shapes.

Appendix B: Drug Testing:

See separate policy available from the Union or the Association As amended July 12, 2011.

Appendix C: 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, every day on time (Absenteeism and Tardiness will not be tolerated).
- Adhere to the contractual starting and quitting times, including lunch and break periods (Personal cell phones will not be used during the workday with the exception of lunch and break periods).
- Meet their responsibility as highly skilled crafts workers by providing the required tools as stipulated under the local Collective Bargaining Agreement while respecting those tools and equipment supplied by the employer.
- Use and promote the local union and international training and certification systems to the membership so they may continue on the road of life-long learning thus insuring UA crafts workers 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 job site

Supervision.

- Insure job site leadership takes the necessary ownership of mistakes created by management decisions.
- Promote to owners and clients the UA/Contractor Associations partnerships and avoid fingerpointing 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.

Appendix C: Standard for Excellence: (cont.)

- 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 workprocess.
- 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 Joint Conference Board shall recommend disciplinary action to the Local 219 Executive Board. The Local 219 Executive Board shall report back to the Joint Conference Board 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 Joint Conference Board. A violation hearing with the Joint Conference Board 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 Joint Conference Board shall recommend appropriate action to the Local 219 Executive Board. The Local 219 Executive Board shall report back to the Joint Conference Board concerning any action taken.

Appendix D: Light Commercial Agreement:

Light Commercial Schedule A to the National RES Agreement; Revised June 1, 2014. This article covers the rates of pay and working conditions of all Employees of Employers engaged in Light Commercial work which comes within the work jurisdiction of the Union. Project Labor Agreements and Prevailing Wage Projects will be excluded from this Article.

Scope of work:

1. For the purpose of this agreement light commercial shall include the following:

- a. Office Building, up to 3 stories, no more than 15,500 sq ft
- b. Medical/dental buildings, up to 3 stories, no more than 15,500 sq ft
- c. Banks, retail stores (except entire mall complex i.e. Summit Mall, tenant build outs are ok) and outlets (free standing and multiple vendor), strip malls, service centers and parts stores, motels/hotels (up to 4 stories), pharmacy's, grocery (remodel/renovation of existing facilities only) and convenience stores, bars and restaurants, churches, movie theaters, bowling alleys, hardware stores, and community centers. Limit of 720 Fixture units including floor drains on nursing homes, assisted living facilities, and retirement homes, up to 4 stories. If there is non-union competition bidding a given project the Business Manager can request, through the UA International Representative of Ohio, permission to use a lower residential rate.

2. Following projects need prior approval from the UA International Representative before bidding work at light commercial rate: home improvement outlets (i.e. Lowes, Home Depot), Auto Dealerships, Warehouses, Party Centers, and Recreation Centers.

- Geographical jurisdiction, refer to Local 219 BTJ contract
- UA/MCAA Drug Testing program, refer to BTJ contract
- OSHA 10/OSHA 30, refer to BTJ contract (employees have a six month window to obtain the proper OSHA Certification)
- Unindentured trainee, refer to BTJ Contract for working rules
- Use of Building Trades apprentices, refer to BTJ contract.

Current Local 219 Building Trades members who work under this agreement must sign an agreement form with Local 219 to work under this classification at this lower wage package prior to dispatch, a copy of the agreement shall be provided to the contractor with dispatch. Upon termination of work in this classification, Local 219 must be immediately notified.

All persons working under the Schedule A Light Commercial agreement must either be an initiated member or be put on application for membership with Local Union #219 with one year probationary period.

It is agreed there shall be a Metal Trades Journeyman classification added for use on this type of work. The Metal Trades Journeyman must remain in this classification for no less than three (3) years.

All wages and fringes shall be paid at the rate covered in Section 4 (Light Commercial), and shall be paid and remitted by the proper remittance date to the Combined Funds at the address listed in Section 20a.

As of June 1, 2017, the Light Commercial wage will remain the same for a three year period. Light Commercial will have the same rate for health and welfare as building trades. Light Commercial annuity will increase if the building trades pension increases.

It is hereby agreed between the parties that the proper dues amount, in accordance with the Local Union #219 Constitution and Bylaws, be deducted by the Employer from all journeymen, metal trades and apprentices.

- The Local 219 JATC shall determine all education requirements for the Light Commercial Agreement.
- Unindentured Trainee 30% of base Building Trades Journeyman wage rate

- Apprentices are at full wage rate per building trades collective bargaining agreement

Grievances shall be processed under Article XV of said agreement.

Appendix E: Pension Rehabilitation Plan:

It is agreed by both parties that if the Local Union #219 Pension Trust Fund is currently operating under a Funding Improvement or Rehabilitation Plan, this Plan shall be approved and adopted by the Joint Conference Board, and inserted into this agreement after the annual review and recommendation from the Pension Trustees.

Funding Improvement Plan Contribution

June 1, 2020	.20¢
June 1, 2021	.20¢
June 1, 2022	.20¢

Appendix F: Rig Welding:

See the separate addendum from either the Union or the Association. The addendum was last negotiated May 31, 2017

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Notes

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