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5-16-11 / 76-30-14

**NORTHWEST  
OHIO  
RESIDENTIAL  
AGREEMENT**

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This Northwest Ohio Residential Agreement is hereby made by and between  
**PLUMBING CONTRACTORS ASSOCIATION (PCA),**

a division of

the **MECHANICAL CONTRACTORS ASSOCIATION OF NORTHWESTERN OHIO, INC.**  
(hereinafter referred to as "Employer"),

AND

**Local Union No. 50 of the United Association of Journeymen and Apprentices of the  
Plumbing and Pipe Fitting Industry of the United States and Canada AFL-CIO**  
(hereinafter referred to as "Union").

### ARTICLE I

#### Nature Of Work Covered

- 1.01 This Agreement shall apply to all work relating to the installation, dismantling, maintenance, repair, adjustment and correction of all heating, ventilating, air-conditioning (HVAC), plumbing and fire protection fixtures, equipment and systems, including, but not limited to; the unloading, handling by hand, power equipment and installation of all piping or tubing, appurtenances and equipment pertaining thereto, and remodel work of a nature associated with residential type structures, but only when performed on the following structures:
- A. One or two family dwellings;
  - B. All multiple family dwelling units up to 36 units; and
  - C. Townhouses, condominiums, student apartments or similar structures with up to 24 units.
  - D. Motels and Hotels up to 4 stories
  - E. any multi family dwelling unit of wood frame.
- 1.02 This Agreement shall also include any and all residential work or work of a similar nature, within the jurisdiction of the United Association, as mutually agreed to by the parties. On a case by case basis the number of units may be increased by mutual agreement between the MCA Executive Vice President and the UA Local 50 Business Manager.

### ARTICLE II

#### Jurisdiction

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees engaged in the performance of the work set forth in this Agreement in the following Ohio counties: Defiance, Fulton, Hancock, Henry, Lucas, Ottawa, Paulding, Putnam, Sandusky, Seneca, Williams and Wood, provided, however, that should the jurisdiction of the Union be altered by its parent organization, such change shall be reflected in the operative effect of this Agreement.

**ARTICLE III**  
**Classifications**

- 3.01 The classifications of employees which the Employer may employ on work performed under this Agreement, and the general definition of the duties of such classifications, are as follows:
- A. Residential Journeyperson: The term "Residential Journeyperson" shall mean a person qualified by skill and experience to perform residential HVAC, plumbing or fire protection work covered by this Agreement. The duties of persons so qualified shall also include any other functions as assigned including supervision.
  - B. Residential Apprentice: The term "Residential Apprentice" shall mean a person who has agreed to learn and perform residential HVAC, plumbing or fire protection work covered by this Agreement, and who is governed by a written apprenticeship agreement that has been approved by a joint apprenticeship and training committee of a United Association Local Union.
  - C. Residential Intern: The term "Residential Intern" under this Agreement, shall mean a person from a school to work program and/or an entry level employee employed to assist in the performance of all residential HVAC, plumbing or fire protection work covered by this Agreement.

**ARTICLE IV**  
**Union Recognition, Union Security and Management Rights**

- 4.01 The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees covered by this Agreement with respect to wages, hours and other terms and conditions of employment
- 4.02 The Union having demonstrated to the Employer's satisfaction that a majority of the bargaining unit employees covered by this collective bargaining agreement have designated the Union to serve as the collective bargaining representative; and are desirous of maintaining such representation, the Employer hereby agrees voluntarily to recognize the Union as the exclusive bargaining representative for all such employees pursuant to Section 9(a) of the National Labor Relations Act, as amended, for all purposes even as if the Union had been certified by the National Labor Relations Board as the exclusive bargaining representative pursuant to a representation election conducted among employees in the bargaining unit, as that unit is defined elsewhere in this collective bargaining agreement.
- 4.03 All employees covered by this Agreement as a condition of continued employment shall, commencing on the thirty-first (31<sup>st</sup>) day following the beginning of their employment, or the effective date of this Agreement, whichever is later, acquire and, for the duration of their employment, shall remain members in good standing of the Union to the extent provided by law.

- 4.04 Either party to this Agreement shall have the right to reopen negotiations pertaining to this Article, should the federal laws applicable thereto be changed, by giving the other party thirty (30) days written notice.
- 4.05 The Employer shall not discharge an employee for non-membership in the Union if it has reasonable grounds for believing that such membership was not available to the employee on the same terms or conditions generally applicable to other members, or that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.
- 4.06 Upon request of UA Local 50 having jurisdiction of the work being performed, and upon presentation of proper authorization forms executed by the individual employees, the Employer agrees to deduct from the wages of such individual employees, union dues, and shall pay over to UA Local 50 the amount so deducted.
- 4.07 All sums of money withheld by the Employer from the paycheck of employees as union dues shall be transmitted to the UA Local 50 or its designee not later than the 20<sup>th</sup> day of each month following the month for which the deductions are being remitted.
- 4.08 If the Employer fails to transmit all sums of money so withheld within the time specified in paragraph 4.07, it shall be subject to additional payment of 15% of the amount due, but not less than \$100.00, or an amount determined by local practice. If it becomes necessary for the Union to employ an attorney to collect such sums of money withheld by the Employer, the Employer shall also pay all court costs and attorney fees.
- 4.09 The Union shall have the authority to bring suit in a court of competent jurisdiction for the purpose of collecting initiation fees and dues withheld but not transmitted within such thirty (30) day period. The arbitration provisions in Article IX of this Agreement shall not be applicable to the rights and liabilities created by this Article.
- 4.10 The management of the Employer's business including, but not limited to, the direction of the working force, the right to hire, to plan, direct, control and schedule all operations (including the scheduling of the work force), the right to establish, eliminate, change or introduce new or improved methods, machinery, quality standards or facilities is the sole and exclusive prerogative and responsibility of the Employer. The need for, designation of and the determination of the number of Employees and foremen, if any, is solely the responsibility of the Employer. Employer's salaried personnel may handle all dispatching and assignment of duties. All rights not specifically nullified by this Agreement are retained by the employer.
- 4.11 The employer is vested with the right to relieve Employees from duty because of lack of work or other legitimate reasons, to promote, suspend, demote, transfer, discipline, or discharge.

**ARTICLE V**  
**Hiring Procedure**

- 5.01 In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interest of the employees in their employment status within the area, and preventing discrimination in employment because of membership or non-membership in the Union, the Union hereby adopts the following procedures for referral of applicants for employment:
- A. The Employer shall request applicants for employment by calling the Union. Upon request of the Employer, the Union shall use its best efforts to refer applicants. For just cause, the Employer may reject any applicant referred. When the Union is requested but unable to furnish the required employees within forty-eight (48) hours from the time of receiving the Employer's request, Saturdays, Sundays, and holidays excluded, the Employer may hire directly whomever it selects. After hiring an employee, the Employer shall register immediately in writing with the Union providing the employee's name and social security number. The employee shall become a probationary member of Local 50 after 30 days. The new employee shall be paid the Local 50 Residential Journeyman Plumber hourly wage and fringes.
  - B. The Union shall not be held responsible for any tortuous acts of those it refers.
  - C. The need for determination and designation responsibilities of foremen is the sole responsibility of the Employer.

**ARTICLE VI**  
**Wages And Fringe Benefits**

6.01 The Employer shall pay wages and fringe benefits for each hour paid under this Agreement as follows:

**Residential Journeyperson:**

**First full pay period after approval**

Wages (Minimum)	21.12
Health Fund	6.62
UA National Pension	1.65
Retirement Fund	.50
Apprentice Training Fund	.75
MCAF/ Safety	.28
International Training Fund	.10
PIPE Fund	.01
<b>Total</b>	<b>31.03</b>

**Foreperson shall be paid 10% above the Residential Journeyperson's rate.**

**Residential Apprentice [minimum four (4) year program based on percentage of Residential Journeyman's Rate]:**

1st Year - 50%

2<sup>nd</sup> Year - 60%

3<sup>rd</sup> Year - 75%

4<sup>th</sup> Year - 90%

**Residential Intern:**

Junior Year Student

Minimum Wage plus \$.50 (school to work)

Senior Year Student

Minimum Wage plus \$1.00 (school to work)

1<sup>st</sup> Year Intern

Minimum Wage plus \$1.00 plus Health & Welfare

2<sup>nd</sup> Year Intern

Minimum Wage plus \$1.50 plus Health & Welfare

**WORKING ASSESSMENTS SHALL BE 3% OF TAXABLE WAGES + \$.20/Hr.**

6.02 The wage increase shall be as follows:

**Effective July 4, 2011 - \$.75**

**July 2, 2012 = .75**

**July 1, 2013 = .75**

During the life of this agreement any mandated contribution increases to the fringe benefit package shall automatically become full and in effect and shall come off of wages.

6.03 If work covered by this Agreement is performed on public projects and applicable law requires the payment of established prevailing wages and benefits, the Employer shall be required to pay said wages and benefits if they are higher than those specified for this Agreement.

6.04 All wages are due and payable once each week not more than three (3) working days following the close of the work week and not later than one-half (1/2) hour before the regular quitting time. An employee laid off or discharged shall continue to receive his contractual rate of pay until final check is received in full. A layoff slip with the Employer's name, address, phone number, termination date and reason for separation shall be included with the final check.

6.05 In the event an employee's check is issued incorrectly and the amount is greater than \$20.00, beginning from the time the employee notifies the Employer or their representative, the Employer will have until the end of the shift of the next normal working day (Monday through Friday) to correct the amount paid. Failure to comply with these provisions will result in a penalty to the Employer of two (2) hours pay for every normal workday or portion thereof that the check is not corrected, up to a maximum of ten (10) hours.

6.06 Scheduled overtime and regular work week wages shall be payable upon layoff. Layoff on emergency or unscheduled overtime shall be payable the following business day at the Employer's office no later than 12:00 Noon or mailed to the employee at the employee's

discretion. If it is necessary to rewrite a layoff check outside of normal business hours due to an employee's late start or early quit, the check is due the next business day at the Employer's office by 12:00 Noon or mailed to the employee at the employee's discretion. Whenever the check is due the next business day, the employee shall be informed, prior to the end of the shift, of how many hours will be turned in.

- 6.07 Employers whose principal offices are located outside the territorial jurisdiction of the Union must use the Ohio Bureau of Unemployment Compensation and Industrial Commission and Workers' Compensation in order to secure and maintain the employee's benefits there under.
- 6.08 The Employer agrees to be bound by the Declaration of Trust(s) establishing all trust funds to which the Employer is required to contribute under this Agreement, and the Employer agrees to be bound thereby to all amendments made thereto the same as if the Employer was a party to said Declaration of Trust(s). The Employer must sign all trust fund participation agreements.
- 6.09 If the Employer fails to make contributions to the trust funds as required by this Article, the Employer shall be liable for all costs of collecting the payment together with any other fees assessed by the Trustees, including attorney's fees and costs, audit fees, interest, and liquidated damages.
- 6.10 If an Employer fails to make contributions to any of the funds to which contributions are required to be made pursuant to this Article, the Union shall have the right to take whatever steps are required to secure compliance, including removing employees from the Employer provided advance notice of not less than twenty four (24) hours is given for such action to the delinquent Employer. Such removal of employees and cessation of work by employees for such delinquent Employer shall not be a violation of the "no-strike" clause or any other provision of this Agreement, and shall not bar or limit the other remedies allowable under the Agreement, the applicable trust agreements or under the law. The arbitration provisions of this Agreement shall not be applicable to the rights and liabilities created by this Article.
- 6.11 The Employer shall secure and maintain a payment bond from a bonding company licensed to do business in Ohio and approved by the Trustees or their designate according to the following schedule:

<b>Workers Employed</b>	<b>Face Value of Bond</b>
1 Employee	\$1,500.00
Add, per each additional employee	\$1,500.00

- 6.12 If an Employer is unable to obtain a bond in the amount required above or until an Employer is able to obtain additional bonding coverage for additional employees, said Employer may, as an alternative to the bonding requirements, deliver to the Administrative Manager of the Plans a bank check, certified check or cash in the amount of the required bonding coverage. The Administrative Manager shall cause the cash deposit to be placed in an interest bearing account at a commercial bank or savings and loan association in Lucas County, Ohio. The cash deposit and any earnings thereon shall be drawn upon for any deficiency in contributions to the Plans

and/or deduction accounts and/or any assessment of liquidated damages as aforesaid. When an Employer delivers the requisite bond(s) to the Administrative Manager, any cash deposits shall be returned to it with interest accrued thereon less any amounts previously withdrawn in accordance with this section. If an Employer ceases to be a party to this Agreement, or any successor or extension of this Agreement, upon a final payroll audit or twelve (12) months later, whichever shall first occur, the amount of the cash deposit, less any delinquent contributions, deductions of liquidated damages, shall be returned to it.

6.13 The Employer shall also be bound by the terms, provisions and conditions of all rules, regulations, resolutions and amendments thereto promulgated by the Trustees of the Plans in accordance with the aforesaid Trust Agreements, whether currently existing or promulgated during the term of this Agreement.

6.14 In the event that the Employer has not remitted the entire amount of the contributions due and owing to the plan and filed the official report form by the due date as herein provided:

A. The Employer shall be liable to the Trustees of the Plans for liquidated damages in such amount as shall be established by the Trustees of the Plans by a promulgation of Rules and Regulations, in accordance with the Trust Agreements. The Trustees shall notify the Employer of all promulgations of Rules and Regulations establishing and revising the liquidated damage charges, any terms, conditions and provisions thereof in advance of the enforcement thereof; but by acceptance and participation in this Agreement; the Employer shall be bound by such promulgations on and after their effective dates. Provided, however, that in no event shall the liquidated damaged assessment for any single Employer for any single calendar month exceed Six Thousand Dollars (\$6,000.00) and provided further, that the first time an Employer is late in the payment of all fringe benefit amounts in a current calendar year and then not for more than three (3) working days, the liquidated damage assessment shall be waived. In the case of the credit union deduction, the amount of the liquidated damage assessment shall be added to the employees' account; otherwise; said assessment shall become a part of the respective Plans.

6.15 **CREDIT UNION DEDUCTION PAYMENT** --The participating Employers shall deduct an amount (at the employee's option) for deposit in the Local 50 Credit Union for every employee who has signed and provided the Employer a credit union deduction authorization form.

The credit union deduction shall be remitted weekly. Such deductions by check shall be made payable to Local 50 Credit Union and shall be transmitted to the Local 50 Credit Union; Suite C, 7570 Caple Blvd, Northwood, OH 43619-1084, no later than Employer's next following pay day for which deductions are due. If the employer is delinquent, the liquidated damages shall be 2 ½% compounded weekly of the amount unpaid deposited directly into the employee's account, provided the employer may appeal to the PIPE Committee for a review of the circumstances.

**ARTICLE VII**  
**Union Representation And Access To Jobs**

- 7.01 Authorized representatives of the Union shall have access to all jobs covered by this Agreement; provided, however, that such representative shall not unduly interfere with the Employer's employees during working hours.
- 7.02 The Union will closely monitor projects to ensure compliance with this agreement. Abuses of this agreement or misclassification of workers will result in the implementation of the grievance procedure against the employer and filing internal charges against the employee.

**ARTICLE VIII**  
**Work Stoppages**

- 8.01 The Union will not induce, engage or participate, directly or indirectly, in any strike, picketing, slowdown, stoppage or other curtailment or interference with the Employer's operations, or interfere with the flow of business in or out of places where the Employer is doing business; provided, however, the Union may strike where an Employer fails to pay wages in full and on time or when the Employer has been delinquent in payment of fringe benefits or union dues as required by this Agreement.
- 8.02 All questions or disputes pertaining to trade or territorial jurisdiction of a UA Local Union or between two or more UA Local Unions shall be decided by the UA. There shall be no work stoppage because of jurisdictional disputes.

**ARTICLE IX**  
**Grievance Procedure And Arbitration**

- 9.01 Any grievances, disputes or differences of opinion which arise concerning the interpretation or application of this Agreement shall be resolved in accordance with the following procedure:
- A. Any employee who believes he has a grievance shall first take the matter up with his foreperson within five (5) working days from when the incident occurred.
  - B. If the grievance is not settled between the employee and the foreperson within ten (10) working days from when the grievance was first addressed, it will be referred to the Business Manager of the Local Union to whom jurisdiction over the job in question has been assigned for discussions with the Employer's owner or its designee.
  - C. If the grievance is not settled between the Employer's owner or its designee and the Local Union Business Manager within ten (10) working days from when the matter is presented to them, the grievance will be referred to the Residential Manpower Practices Committee (RMPC). If the RMPC is unable to reach a decision or if the RMPC deadlocks, the grievance shall be processed according to section 9.02.
- 9.02 In the event a grievance remains unresolved after exhaustion of the preceding steps, either party may submit the matter, within ten (10) working days, for binding and full resolution to an arbitrator mutually agreed to by the parties. If the parties are unable, within ten (10) working days

of the date the matter is referred to arbitration, to agree on the selection of a neutral arbitrator, either party shall have the right to request a panel of arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties shall thereafter utilize the procedures of the FMCS to strike arbitrators from the panel provided, leaving one arbitrator who shall be designated to hear the dispute. The parties agree that the costs of the arbitrator shall be borne equally. The parties further agree that the arbitrator shall have no authority to modify or change this Agreement in any way. The parties further agree that the decision of arbitrator shall be final and binding on all parties

**ARTICLE X**  
**Overtime, Safety And Working Rules**

10.01 Overtime pay shall be required for all hours in excess of the regularly scheduled workweek, as defined below.

10.02 All overtime will be paid at one and one-half times the straight-time rate, except that work performed on Sundays or the following holidays will be paid at double the straight-time rate:

The six recognized Holidays for the purpose of this agreement shall be:

New Years Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

When holidays fall on Sunday, such holiday will be celebrated on the following Monday. When holidays fall on Saturday, such holiday will be celebrated on the preceding Friday. There shall be no paid holidays.

10.03 The Employer shall have the right to make and revise, from time to time, safety and working rules which are not inconsistent with any of the terms of this Agreement.

10.04 Eight (8) consecutive hours work between the hours of 6:00 A.M. and 9:00 P.M., except for a thirty (30) minute lunch period, shall constitute a regular work day. Five (5) such days, Monday through Saturday inclusive, shall constitute a regular work week, provided it shall be at the employee's option to work on Saturday. The starting and quitting times for each job shall be subject to variance by mutual agreement. There shall be a thirty (30) minute lunch period, which shall begin four (4) hours immediately following the regular starting time.

10.05 A ten (10) minute mid-morning and mid-afternoon break shall be provided for the employee by the Employer at the work station.

10.06 After mutual agreement between the Employer and Union, a ten (10) hour work scheduled between the hours of 6:00 A.M. and 9:00 P.M. shall constitute a day's work when four (4) such

days are scheduled consecutively (Monday through Thursday or Tuesday through Friday), exclusive of Saturday and Sunday.

- 10.07 Strictly in a makeup day scenario, when a jobsite cannot be accessed for work and it is mutually agreed between the employee and the Employer that a makeup day is available to be worked on a strictly voluntary basis, a makeup day or extension of work hours may be utilized with the following stipulations.
- A. A makeup day is defined to be a work day cancelled because of weather or some specific jobsite condition beyond the control of the signatory contractor.
  - B. Overtime will not become applicable Monday through Saturday until twelve (12) hours in one day has been worked or forty (40) hours in one week has been reached, whichever comes first. If twelve (12) hours are worked the employee shall be entitled to a paid lunch, (i.e. 12 hours pay for 11 ½ hours worked.) and an additional ten (10) minute break after 8 hours.

**ARTICLE XI**  
**Residential Apprentices And Interns**

- 11.01 Residential Apprentices and Interns shall be employed by the following ratios:

Journeypersons	Residential Apprentices	Interns
2	2	2
3	3	3
4	4	4
5	5	5

An Employer may hire up to one (1) Residential Apprentice and one (1) Intern for every Journeyman employed. At no time may an Employer employ more Interns than Residential Apprentices except on a temporary basis, the Employer and Business Manager may, by mutual agreement, adjust the Residential Apprentice and Intern ratio as necessary to remain a viable force in the industry.

- 11.02 As a condition of employment, all Residential Apprentices and Interns shall attend training classes when they are provided.
- 11.03 The parties hereto shall establish an Apprenticeship Program with the assistance of the Joint Apprenticeship Committee.

**ARTICLE XII**  
**Subcontracting**

- 12.01 The Employer agrees that it will not subcontract or sublet out any work covered in this Agreement to be performed at the site of construction, repair or alteration unless the Employer to whom the work is subcontracted or sublet is a signatory to this Agreement.

**ARTICLE XIII**  
**Tools and Miscellaneous**

13.01 Employees shall furnish the following tools

1. 10" Channel Lock #430
2. 25 foot tape measure
3. 9" torpedo level
4. 10 in 1 screwdriver
5. 6" crescent wrench
6. 10" crescent wrench
7. Rigid tubing cutter #31632 or equivalent
8. 12" PVC saw
9. PEX cutter, scissor type
10. Claw hammer

Tools supplied by the employee which are damaged or broken shall be replaced by the Employer. Carelessness or negligence on the part of the employee will absolve the Employer of replacement responsibility. Carelessness or negligence on the part of the Employee with regards to the Employer provided tools will result in the Employee attending a hearing before the Standards For Excellence Committee.

- 13.02 Signatories of this Agreement are required to sign any applicable local agreement and shall be required to subscribe in writing to local union trust fund agreements and participation agreements for purposes of making required contributions to said funds.
- 13.03 The parties may at any time during the term of this Agreement agree to re-negotiate its terms and conditions on the sole and exclusive condition that such agreement to re-open and re-negotiate is mutually agreed to in writing by the parties. Additionally, no modification to this Agreement shall be binding or of any force and effect unless and until it is reduced to writing and mutually agreed to by the parties.
- 13.04 There shall be no discrimination against anyone, by either party, for reasons of color, race, religion, national origin, sex, age or disability. Any reference to the male gender in this Agreement shall be deemed to include the female gender.
- 13.05 If any provision of this Agreement is in conflict with the laws or regulations of the United States, or any state in which the work is to be performed, such provision shall be superseded by such law or regulation, but all other provisions of this Agreement shall continue in full force and effect.
- 13.06 On or before May 1 of each year, the Joint Apprenticeship Committee will determine the need for an increase of up to \$.05 per hour to the Apprenticeship Fund for additional management support for journey person and apprenticeship training.

## **ARTICLE XIV**

### **Effective Rate, Renewal And Termination**

- 14.01 This Agreement shall become effective when signed by the parties hereto. This Agreement shall automatically renew itself for an additional period of one (1) year unless either party serves written notice of termination or a written request for modification upon the other party sixty (60) days prior to the Agreements expiration. The other party shall reply to any such notifications at least thirty (30) days prior to the anniversary date of this Agreement.
- 14.02 After a non-association Employer receives notice from the Union of the Union's intent to negotiate pursuant to Section 14.01 of this Article, the Employer shall have thirty (30) days to send written notification to the Union of its intent to negotiate separately. If an Employer does not notify the Union within said thirty (30) days, the Employer shall be deemed and presumed to agree to such terms and conditions of an agreement arrived at in negotiations between the Union and the Association and be bound by the collective bargaining agreement resulting therefrom.

### **Memorandum of Understanding**

#### **United Association Standard For Excellence**

The Union and the Mechanical Contractors Association of Northwestern Ohio, Inc. and/or Employers hereby agree that the United Association's Standard for Excellence Policy is incorporated by reference herein, and made a part hereof this contract.

The Union and the Mechanical Contractors Association of Northwestern Ohio, Inc. and/or the Employers hereby establish a Standard for Excellence Committee (Committee) to consider any complaint from the Union or any Employer arising from or relating to this Standard for Excellence. The Committee shall consist of one member appointed by the Union, one member appointed by the Employer/Association and a Public Member who shall be a neutral party selected and appointed by the Union representative and the Employer/Association representative. The Committee shall have the power to make a final and binding decision on any matter referred to it which shall be complied with by the Union, Employer, the Association, the Applicant/Employee, and any other party affected by the Committee's decision. The Union, Employer, Association, Applicant/Employee, and any party involved in the Committee's decision waive any right to appeal or seek judicial relief of the Committee's decision. The Committee is not authorized to add to, subtract from or modify any provision in the collective bargaining agreement, and its decision shall be in accord with both the letter and spirit of this Agreement.

An Employee or Applicant for Employment who is discharged for cause three (3) times within a rolling 18 month period, or who is engaged in egregious conduct in violation of the Standard for Excellence, shall be referred to the Committee who shall review the Applicant/Employee's record to determine the Applicant's continued eligibility to seek referral or continue to work for Employers. The Committee shall, within fifteen (15) business days, review the qualifications of the Applicant/Employee, the reason for the discharges or other evidence relating to the egregious conduct in violation of the Standard for Excellence. The Committee may, in its sole discretion, issue a final and binding decision providing for, including but not limited to, (a) the Applicant/Employee obtain further training from the JATC or other appropriate source; (b) disqualify the Applicant/Employee for referral or continued employment from any Employer for an appropriate period of time depending on the seriousness of the conduct and/or repetitive nature of the conduct; (c) refer the Applicant/Employee to an employee assistance program, if

available, for evaluation and recommended action; or (d) declare the Applicant/Employee eligible for continued employment pursuant to the collective bargaining agreement or referral procedures of Union. The Committee's decision shall be in writing and sent to the Applicant/Employee, appropriate Employers, Association and Union for implementation.

The Employers are required to abide by the Standard for Excellence and are subject to be brought before the Committee. If an Employer is found in violation, the Committee has the authority to determine an appropriate remedy including, but not limited to, fines.

In keeping with the purposes and intent of the Committee to act quickly, and fairly address matters referred to it, the Committee shall have the power to establish rules pertaining to the conduct before the Committee in order to maintain an orderly and efficient process unencumbered by excessive formality and delay. An Applicant/Employee is permitted to have a member in good standing of the Union or Employer accompany the Applicant/Employee at a proceeding before the Committee provided that the member in good standing is not a full-time, paid representative of the Union. An Employer may have another Employer accompanying it before the Committee. However, the Committee shall exclude attorneys and advocates who are not members of the Union, Association or Employers. The Union and the Mechanical Contractors Association agree to share evenly the cost of the operation of the Committee.

## **UA Standard for Excellence**

### **MEMBER AND LOCAL UNION RESPONSIBILITIES:**

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

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

### **EMPLOYER AND MANAGEMENT RESPONSIBILITIES:**

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

- Replace and return to the referral hall ineffective superintendents, general foremen, foremen, journeypersons and apprentices
- Provide worker recognition for a job well done
- Ensure that all necessary tools and equipment are readily available to employees
- Minimize workers' downtime by ensuring blueprints, specifications, job layout instructions and materials are readily available in a timely manner
- Provide proper storage for contractor and employee tools
- Provide the necessary leadership and problem-solving skills to jobsite supervision
- Ensure jobsite leadership takes the necessary ownership of mistakes created by management decisions
- 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 the **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 about issues affecting work progress.
- The business manager or his delegate 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, which 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.

**EMPLOYER AND MANAGEMENT RESPONSIBILITIES:**

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

**Memorandum of Understanding**  
**Drug Testing and Safety Training**

15.01 Whereas the Mechanical Contractors Association of Northwest Ohio and UA Local 50 recognize the hazards of drugs and alcohol in the construction workplace, and whereas the parties agreed to adopt the GLCA substance abuse program to be implemented on an industry wide basis, the parties now agree to the following terms and conditions.

I. UA Local 50 Member Responsibility

UA Local 50 members are required to participate in the GLCA substance abuse program and comply with training requirements included in the Governor's Executive Order #2002-13T for a drug free workplace, as a condition of referral. Members who test positive for prohibited substances would be subject to the terms of the GLCA policy. Additionally other sites or facilities may have higher requirements or penalties for testing failure.

II. Employer Responsibility

Employers will pay for the cost to obtain the drug test and will reimburse employees a stipend for time required to obtain the test if the employee is required to do so on his/her own time. The

contractor shall also implement, through their own company policy, the GLCA substance abuse program, as a minimum, on all non-bargaining unit employees servicing the piping industry, and working in UA Local 50's jurisdiction.

### III. MCA / Contractor Responsibility

The MCA / Contractor is responsible for documentation and employee receipt for reimbursements from the PIPE Committee. The receipt would be valid for 1 year.

### IV. PIPE Committee Responsibility

The PIPE Committee is responsible for reimbursing the employer for the actual test costs of all drug tests and the stipend for drug testing of their existing bargaining unit employees. In addition the PIPE Committee will reimburse the employer for payments made to new employees referred from the hall that tested while unemployed.

### V. Employee Compensation -- Drug Testing

Employees called to have a regular and/or random test done when the collections are to be done on site or during working hours shall continue to receive wages and fringes from their employer for the time spent to test. The employee shall receive a stipend from their employer at two times the journeyman base rate for each regular test required if outside normal working hours. The stipend would not include benefits and would not be subject to the overtime conditions of the collective bargaining agreement. Employees called to have a random test done when the collections are to be done on the employee's own time off site, shall have 24 hours from the time of notice to complete the test on the employee's own time. The employer shall provide the stipend equal to two times the journeyman base rate payable at the next available payroll date and would not report it on the monthly payroll report. This shall be in lieu of wages and fringe benefit contributions.

Employers, requiring an employee to do post accident, or for cause testing, will continue to pay the employee's wages and fringes. If the employee fails the test after the post accident or for cause screening, wages for the time required for testing shall not be required. In addition any employee who becomes non-current in the program due to a positive test or failure to test shall not be entitled to a stipend for the test in which they became non-current.

#### Scenarios

1. The employer sends its employees to take testing at an on site facility or during working hours. Each employee is entitled to regular wages and fringes per contract for time required. The PIPE Committee will reimburse the contractor for the actual cost of the test and the equivalent of the stipend.
2. The employer informs an employee, a random test is required from a medical laboratory to be performed outside of working hours. The employee has 24 hours to complete test and is entitled to a stipend of 2 hours pay at the journeyman base rate (no fringes) after completion due at the next pay period. The PIPE Committee will reimburse the contractor for the actual cost of the test and the stipend.

3. While on the out of work list, the employee takes a drug test upon hire at a new employer, the employee turns in a receipt for the completed drug test. The employer pays the employee a stipend of 2 hours pay at journeyman base rate (no fringes) for the drug test. The PIPE Committee will reimburse the employer for the cost of the tests and the stipend.

**Memorandum of Understanding**  
**Additional Training**

- 16.01 It is the intent of this memorandum to insure a trained and qualified workforce. Starting with this contract (2005) forward a minimum of 6 hours and up to 8 hours of continuing education will be required and shall consist of at least a 2 hour substance abuse class and a 4 hour safety refresher course. Up to an additional 2 hours of continuing education may be approved by the PIPE Committee. The employee shall complete this training outside of normal hours and shall receive a stipend and/or other compensation as determined by the PIPE Committee. The Association will provide instructors, class materials, and a facility at its expense. Classes will be offered on a regular basis convenient for the member. Members will obtain the required training by July 1 of each year beginning in 2006.

**PCA – UA LOCAL 50 SIGNATURE PAGE**

This Northwest Ohio Residential Agreement is hereby made by and between

**PLUMBING CONTRACTORS ASSOCIATION (PCA),**

a division of

the MECHANICAL CONTRACTORS ASSOCIATION OF NORTHWESTERN OHIO, INC.

(hereinafter referred to as "Employer"),

AND

**Local Union No. 50 of the United Association of Journeymen and Apprentices of  
the Plumbing and Pipe Fitting Industry of the United States and Canada AFL-CIO**

(hereinafter referred to as "Union").

Wage Changes Effective: July 4, 2011 through June 29, 2014

Other Contract Language Effective: May 16, 2011 through June 29, 2014

United Association Local 50  
Jeff Vanderhorst, Business Manager

\_\_\_\_\_ Date \_\_\_\_\_

MCA NW OH, Plumbing Contractors Association  
Mary Gregory, Executive Vice President

\_\_\_\_\_ Date \_\_\_\_\_

**PCA – UA LOCAL 50 SIGNATURE PAGE**

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a division of

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AND


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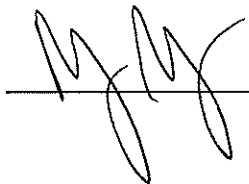
Wage Changes Effective: July 4, 2011 through June 29, 2014

Other Contract Language Effective: May 16, 2011 through June 29, 2014

United Association Local 50  
Jeff Vanderhorst, Business Manager

 Date 6-9-11

MCA NW OH, Plumbing Contractors Association  
Mary Gregory, Executive Vice President

 Date 6-9-11

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**INDIVIDUAL SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have executed this Northwest Ohio Plumbers Residential Agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Local Union No. 50 of the United Association of Journeymen and Apprentices of The Plumbing and Pipefitting Industry of The United States and Canada, AFL-CIO

By: \_\_\_\_\_  
Business Manager

EMPLOYER: \_\_\_\_\_

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

\_\_\_\_\_  
Name of Representative

\_\_\_\_\_  
Title of Representative

\_\_\_\_\_  
\_\_\_\_\_  
Address

