

**Schedule A to the  
NATIONAL SERVICE AND MAINTENANCE AGREEMENT**

Jurisdiction: Local Union 50

In accordance with Article XX, Paragraph 72, this schedule is entered into on behalf of the signatories to the current National Service and Maintenance Agreement dated August 1, 2005 and shall be effective as of December 31, 2008. Expiration will automatically occur upon expiration of the National Service and Maintenance Agreement or October 31, 2012.

**SPECIAL CONDITIONS**

Article IX: Classification of Employees

- 14 Modify Title to read: Mechanical Equipment Service Journeyman (MESJ) / Building Trades Pipefitter Refrigeration (BTPFREF)
- 15 Modified to read: Mechanical Equipment Service Serviceman (MESS) must have practical working experience in the residential and commercial mechanical equipment field. They may be required to pass the UA STAR exam for MESS as to their skills. Their scope of work shall include all work necessary to keep existing residential and unitary systems operating in an efficient manner. For the purpose of further developing their technical skills, MESS may assist MESJ/BTPFREF in the repair of centrifugal and absorption machines, screw chillers and ammonia systems. MESS may attain MESJ status with sufficient training and work experience. A MESS's duties can be modified through an approved Schedule A.
- 16 Modified to read: Mechanical Equipment Service Apprentice (MESA) and modified to include: The apprenticeship standards as revised and promulgated by the Joint Apprenticeship Training Committee (JATC) shall govern the application, selection, processing, employment, advancement, training and all other matters pertaining to apprentices.
- 17 Modified to read: Mechanical Equipment Service Tradesman (MAT) shall be allowed to perform routine maintenance and inspection on all existing systems, including: a) Systems operations under contract with customer, b) Filter changing, c) Oiling and greasing, d) Belt adjusting or replacement, e) Cleaning of cooling towers, coils, evaporator and condenser tubes, f) Water treatment, g) General housekeeping, h) Truck driving including pick-up and delivery of parts or equipment, i) Indoor Air Quality (IAQ) related work, j) Installation and replacement of all residential single unitary heating, air conditioning and, plumbing systems, k) Drain and sewer cleaning. A MAT shall be allowed to change blower motors and condenser fan motors under the direct supervision of a MESJ/BTPFREF or MESS and may also assist a MESJ/BTPFREF or MESS. The assignment of Tradesmen duties, including facility management, may be adjusted to meet local conditions through an approved Schedule A. It is the strong belief of the negotiating committee that the MAT should not be a replacement for apprentices but rather a helper to assist with the rudimentary tasks of the industry.

Article X: Hiring and Use of Employees

- 29 Add: The number of Tradesmen (MAT) shall not exceed the number of apprentices employed by the Employer. If no apprentices are available a maximum of 2 Tradesmen (MAT) may be employed. This number can be changed when mutually agreed between the Local union and employer.
- 30 Substance Abuse Policy established by the Northwest Ohio Great Lakes Construction Alliance shall be the recognized policy under this Agreement.

## Article XII: Wages, Benefits, Hours of Work

- 33 Eight (8) consecutive hours per day shall constitute a standard work day with a flexible starting time between 6:00 a.m. and 10:00 a.m. Forty (40) hours per week, five (5) consecutive days, Monday through Saturday, shall constitute a week's work provided it shall be at the employee's option and agreed to by the Employer and local union. Shift conditions can be modified with agreement between the Local union and the Employer. By mutual agreement between the Employer and the local union, the standard work week can be established to consist of four (4) consecutive ten (10) hour days.
- 35 All overtime Monday through Saturday shall be paid at time and one-half. All time worked on Sunday or on a holiday shall be paid at a rate of double time.
- 36 Modified to include the following:
- Trust Language: The Employer acknowledges, accepts and agrees to be bound by the Northwestern Ohio Plumbers & Pipefitters Health and Welfare Plan Trust, the Northwestern Ohio Plumbers & Pipefitters Retiree Health and Welfare Plan Trust, the Northwestern Ohio Plumbers & Pipefitters Pension Plan and Trust, the Northwestern Ohio Plumbers & Pipefitters Retirement Plan and Trust, Plumbers & Pipefitters National Pension Fund, and Northwest Ohio Piping Industry Labor Management Cooperation Committee (hereinafter the "Plans"), and all documents of the plans. The Employer acknowledges and agrees that copies of the Trust Agreements, and plans and documents of the Plans have been made available to it for its review and inspection prior to the execution of this Agreement and shall be available to it during the term of the Agreement.
  - 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.
  - The Employer hereby accepts the designation of the Employer Trustees of the Plans and any successor Trustees appointed in accordance with the provisions of the Trust Agreements.
  - The Employer acknowledges that the Plans provide coverage and benefits to and the Employer is obligated to make contributions for and on behalf of all its employees who are members of the collective bargaining unit represented by the Union, without regard to membership in the Union.
  - The participating Employers and the Union further acknowledge and agree that the Trustees shall have the sole and exclusive authority to determine the rules of eligibility to participate in said plans and the benefits and coverages to be provided therein. No person shall have a vested right to participate in any Plan nor to receive any benefits or coverages from any Plan except as expressly stated therein.
  - International Training Fund (ITF): Each Employer shall pay to the International Training Fund the sum of \$.10 per hour for each hour worked.
  - Mechanical Contracting Administrative Fund: Each Employer shall pay to the Mechanical Contracting Administrative Fund the sum of \$.28 for each hour worked for all employees covered by this Agreement.
  - Employer shall deduct from the wages of Employees payment current dues and working assessments in the Union from whom the Employee has received a written and executed assignment. All dues and working assessments shall be in force from the date of hire.
  - Plumbers and Pipefitters National Pension Fund: The Employer shall make pension contributions to the National Pension Fund on behalf of those Employees who are covered by the National Pension Fund.
  - Joint Apprenticeship Fund: Each Employer shall pay seventy cents (\$.70) for each hour paid to each Employee.

- NORTHWEST OHIO PIPING INDUSTRY LABOR MANAGEMENT COOPERATION COMMITTEE FUND: Having duly registered the name Piping Professionals and Employers (PIPE) with the Ohio Secretary of State, for terms of clarity PIPE and PIPE Committee shall refer to this fund throughout this agreement. Each Employer shall pay ten cents (\$.10) to the PIPE Fund for each hour paid to each employee of the Employer within the bargaining unit.
  - Such payments by check shall be made payable to The Trust Company of Toledo - Trustee as depository and shall be transmitted to The Trust Company of Toledo - Trustee, FBO Northwestern Ohio Plumbers and Pipefitters Benefit Plans, P.O. Box 936, Toledo, Ohio 43697-0936, no later than the 20th day of the month following the calendar month in which the work was performed. Reporting forms shall be furnished by the Trustees of the respective plans. Delinquent contributors shall be subject to such liquidated damage assessments as the Trustees of the plans may prescribe from time to time as well as this Collective Bargaining Agreement.
  - Any Employer not paying MCAF/Safety, PIPE or any other Fund or Deduction provided for in this Agreement shall pay the equivalent hourly amount(s) as a contribution into the Joint Apprenticeship Fund.
- 37 Holidays for the purpose of this Agreement are: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. When holidays fall on a Sunday, such holiday will be celebrated on the following Monday. When holidays fall on Saturday, such holiday will be celebrated on the preceding Friday. On any of the preceding celebration dates or when the holiday falls during the week, the employee may voluntarily work the Monday, Friday or following Saturday at their standard rate, provided it shall be at the employee's option and there shall be no penalty for refusing to work. There shall be no paid holidays. Double time shall be paid for all mandatory work performed on a recognized holiday or its designated day.
- 39 Mechanical Equipment Service Journeyman (MESJ) / Building Trades Pipefitter Refrigeration (BTPFREF) - Rate of pay, fringes and benefits shall be per the attached Memorandum of Agreement between the Local Union 50 and the Mechanical Contractors Association of Northwestern Ohio, Service Contractors Division.
- 40 Mechanical Equipment Service Serviceman (MESS) - Rate of pay, fringes and benefits shall be per the attached Memorandum of Agreement between the Local Union 50 and the Mechanical Contractors Association of Northwestern Ohio, Service Contractors Division.
- 41 Mechanical Equipment Service Apprentice (MESA) - Rate of pay, fringes and benefits shall be per the attached Memorandum of Agreement between the Local Union 50 and the Mechanical Contractors Association of Northwestern Ohio, Service Contractors Division.
- 42 Mechanical Equipment Service Tradesman (MAT) - Rate of pay, fringes and benefits shall be per the attached Memorandum of Agreement between the Local Union 50 and the Mechanical Contractors Association of Northwestern Ohio, Service Contractors Division. The Employer may carry all such Employees on a health/welfare plan from an alternate source as approved by the Union.

#### Article XIII & XIV: Temporary and Permanent Shift Work Conditions

Modified to include: An Employee, who works through two consecutive shifts or a total of seventeen (17) hours in a 24 hour clock, shall remain at the appropriate overtime rate until he receives a break of a minimum of seven hours prior to the commencing of work on the Employee's normal established shift. If an Employee cannot receive a seven hour work break prior to reporting for the normal established shift, the Employer may instruct the Employee to report to work at a time that satisfies the seven hour work break requirement. Shift conditions can be modified with agreement between the Local union and the Employer.

## Article XVI: Uniforms & Tools

- 56 All Employees shall keep themselves clean and neat. When company uniforms are required by the Employer, the Employer shall supply, launder and maintain such uniforms. The employee must wear them.
- 57 Employees shall keep equipment and company-owned vehicles, within their control, in a neat, clean and safe condition. Employees shall also be responsible when given a new vehicle to conduct on their own time a changing from truck to truck not more than once per 3 years.

### **Memorandum of Understanding**

It is the intent to insure a trained and qualified workforce. Starting with this contract forward a minimum of 6 hours and up to 12 hours of continuing education will be required and shall consist of at least a 4 hour safety refresher course. 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 first 10 hours of the stipend shall be paid by PIPE; the additional cost will be borne by the Employer. The Association or Employer 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 per calendar year.

### **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, NCPWB, 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.

**Oversight Committee and Modifications to Schedule "A"**

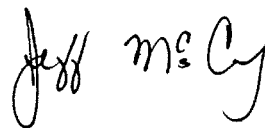
The Oversight Committee will meet on a regular basis to ensure all Employers and Employees working under the Agreement and this Schedule "A" understand its provisions. If issues arise concerning the terms of the Schedule "A," such issues may be referred to the Oversight Committee. If the Oversight Committee determines that modification(s) to the Schedule "A" is appropriate, the matter will be referred promptly to the Joint Committee for resolution.

United Association of Journeymen  
and Apprentices of the Plumbing  
and Pipe Fitting Industry of the  
United States and Canada (UA)



William P. Hite  
General President, UA  
Date: March 31, 2009

Mechanical Service Contractors  
of America (MSCA)



Jeff McCoy  
Chairman, MSCA  
Date: March 31, 2009