This Collective Bargaining Agreement is published by the Mechanical Industries Council Education and Training Fund as a service to the Piping Industry as represented by Local Union No. 72, the Mechanical Contractors Association of Georgia, Inc. and contributors to the Mechanical Industries Council Education and Training Fund.

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EMPLOYER REPRESENTATIVES

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THIS IS AN AGREEMENT entered into between Mechanical Contractors Association of Georgia, Inc., hereinafter referred to as the “Association” (as agent of all employers described below that have authorized, or during the term of this Agreement authorize, the Association to negotiate and enter into this agreement on their behalf), and United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local Union No. 72, of Atlanta, Georgia, hereinafter referred to as the “Union”.

The employers on whose behalf the Association has negotiated and entered into this Agreement, all of which are bound to the terms of this Agreement, are:

• All contractor-members of the Association (all of which have agreed as a condition of membership in the Association that the Association shall be their representative for bargaining with the Union); and,

• All employers that separately enter into a written document (such as a participation agreement to contribute to the benefit funds referenced in this Agreement, a letter of assent to be bound to the terms of this Agreement, or any other document) by which they agree, among other things, that the Association is their representative for bargaining with the Union.

The Association shall remain the representative of each such employer for bargaining with the Union unless and until the employer terminates the Association’s role as such representative in the manner specified in the document through which the employer authorized the Association to act on its behalf.

WITNESSETH:

For and in consideration of the mutual covenants herein contained it is agreed that:
ARTICLE ONE

Recognition and Purpose

SECTION 1. The Association recognizes the Union as the sole and exclusive bargaining representative for all journeymen, intern journeymen, apprentices, tradesmen and helpers in the employ of the employer with respect to wages, hours and other terms and conditions of employment, and to any and all work covered by this Contract; and likewise, the Union so recognizes the Association.

SECTION 2. Those employers to whom the Union has not yet demonstrated its majority status agree to recognize the Union as a bargaining representative for those employees referred, or should have been referred by Local No. 72.

SECTION 3. The Mechanical Contractors Association of Georgia agrees to keep Local No. 72 informed of the name of any contractor that withdraws bargaining rights from the Association.

SECTION 4. The Local Union No. 72 agrees to keep the Association informed of the name of any contractor that signs the CBA or letter of assent.

ARTICLE TWO

Trade or Work Jurisdiction

SECTION 1(a). This Agreement covers the rates of pay, rules and working conditions of all journeymen, intern journeymen, apprentices, tradesmen and helpers engaged in the installation of all plumbing and/or pipe fitting systems and component parts thereof, including fabrication, assembling, erection, installation, dismantling, handling, unloading, distributing, reloading, tie-on and hoisting of all piping materials, appurtenances and equipment, by any method, including all hangers and support of every description, and bath room accessories (except those excluded as set forth in the “Agreement and Decisions Rendered Affecting the Building Industry” - Green Book) and such other work as is included in the trade jurisdiction of the United Association as contained in 2001 U. A. Constitution, pages 165 through 172.
(b). It is understood that the assignment of work and the settlement of
jurisdictional disputes with other building trades organizations shall be
adjusted in accordance with the procedure established by The Plan for
Settlement of Jurisdictional Disputes in the Construction Industry, or any
successor agency of the Building Trades Department.
(c). As to the rates of pay, rules and working conditions for the servicing
of air conditioning, refrigeration, plumbing and similar equipment, this
is the subject of a Service Supplement for Plumbing and Mechanical
Equipment Service which is made a part of this Collective Bargaining
Agreement effective September 8, 2014.
(d). As to the rates of pay, rules and working conditions for Commercial
and Institutional projects, this is the subject of a Special Supplement
which is made a part of this Collective Bargaining Agreement effective
September 8, 2014.
(e). As to the rates of pay, rules and working conditions for the Albany
area, this is the subject of an Albany Supplement which is made a part
of this Collective Bargaining Agreement effective September 8, 2014.
(f). As to the rates of pay, rules and working conditions for the Macon
area, this is the subject of a Macon Supplement which is made a part
of this Collective Bargaining Agreement effective September 8, 2014.
(g). As to the rates of pay, rules and working conditions for the Rome
area, this is the subject of a Rome Supplement which is made a part
of this Collective Bargaining Agreement effective September 8, 2014.

SECTION 2. There shall be no work stoppage because of jurisdictional
disputes.

SECTION 3. Journeymen shall install sanitary sewers from a single
building on a piece of property to the property line or septic tank. Where
two or more buildings are built on a single piece of property, journeymen
shall install sewers from each building to the main or trunk sewer.
All storm drainage systems, including roof drains, area drains, sub-
drainage systems, from the building to the first drainage structure or to
the property line shall be done by journeymen.
Journeymen shall do all water mains from the
property lines.

All gas lines, and all piping, for power or heating, refrigeration, air
conditioning and process piping purposes, either by water, air, steam,
gas, oil, chemicals or any other method shall be installed by journeymen.
None of the above work is to be done under the metal trades agreement
SECTION 4. The Union agrees that the employer may subcontract or sublet work, but the employer agrees not to sublet or contract work covered herein which is substantiated as work belonging to the Union by decisions of the former Impartial Jurisdictional Disputes Board, unless the employees of the contractor to whom the work is subcontracted or sublet are paid the wages & fringes established in this Agreement.

ARTICLE THREE

Area Jurisdiction and General

SECTION 1. The area covered by this Agreement is the geographical area recognized to be within the jurisdiction of the Union bounded as follows: the Counties of Banks, Barrow, Butts, Carroll, Clarke, Clayton, Cobb, Coweta, Dawson, DeKalb, Douglas, Elbert, Fannin, Fayette, Forsyth, Franklin, Fulton, Greene, Gwinnett, Habersham, Hall, Hancock, Haralson, Hart, Heard, Henry, Jackson, Jasper, Lamar, Lumpkin, Madison, Monroe, Morgan, Newton, Oconee, Oglethorpe, Paulding, Pike, Putnam, Rabun, Rockdale, Spalding, Stephens, Towns, Union, Walton and White. In addition to the above Counties, jurisdiction includes Bartow County south of the northerly city limits of the City of Cartersville, portions of Troup County north of the southerly city limits of LaGrange and portions of Meriwether County north of the southerly city limits of the City of Greenville. Also, Atkinson, Baker, Ben Hill, Berrien, Brooks, Calhoun, Coffee, Colquitt, Cook, Crisp, Decatur, Dougherty, Early, Grady, Irwin, Lanier, Lee, Lowndes, Miller, Mitchell, Randolph, Seminole, Terrell, Thomas, Tift, Turner and Worth, as indicated in the Albany supplement to this Agreement. Also, Baldwin, Bibb, Bleckley, Crawford, Dodge, Dooley, Houston, Johnson, Jones, Laurens, Macon, Peach, Pulaski, Sumter, Taylor, Telfair, Twiggs, Upson, Washington, Wilcox and Wilkerson, as indicated in the Macon supplement to this Agreement. Also, Chattooga, Cherokee, Floyd, Gilmer, Gordon, Murray, Pickens, Polk and Bartow, north of the Cartersville City Limits, as indicated in the Rome supplement to this Agreement.

SECTION 2. Union members shall not work for other than contractors fully qualified under State, County or City laws governing plumbing, heating, air conditioning or piping contractors who are parties to this Agreement (or an identical agreement) with the Union. This Agreement
supersedes all other agreements with the Union. This Section, however, does not apply to regular maintenance, municipal or government work, which is done by the employer. Also this Section does not apply to work brought about by signed agreements between the United Association and other international unions pertaining to trade jurisdictions, as defined by the United Association, whereby other than plumbing, heating, air conditioning and piping contractors secure work thus rightfully belonging to the United Association. All journeymen must comply with the City and County laws governing plumbing and heating in the area where the work is being done.

SECTION 3. Journeymen of the Union shall not permit (license) work for the signatories to this Agreement or for holders of any other agreement with the United Association. Union members carrying active union cards shall not contract for or use their licenses for contractors in the plumbing, heating or air conditioning business. Members shall be required to take a withdrawal card before permitting or licensing contractors for plumbing, heating or air conditioning work, it being understood that above acts constitute intent of a member of labor to enter the classification of an employer. Nothing in this Section shall be construed to prevent a journeyman from entering into business as an employer.

SECTION 4. Employers shall not be permitted to work with tools.

SECTION 5. At least one journeyman shall be regularly employed by an employer to keep this Contract and Agreement in full force and effect.

ARTICLE FOUR

Hiring of Employees

SECTION 1. In hiring of employees the employer shall be the sole judge of the number of employees required.

SECTION 2. The employer shall have the right to determine the competency and qualifications of employees including job steward referred by the Union and the right to hire and discharge accordingly, provided however, that such rights shall be exercised on a non-discriminatory basis and such decisions shall not be based on, or be in any way affected by race, religion, color, national origin, ancestry, sex,
union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of union membership, policies or requirements.

SECTION 3. The Union agrees at all times to furnish to the employer duly qualified journeymen, apprentices and helpers in sufficient number as may be necessary to properly execute work contracted for by the employer in the manner and under the conditions specified in this Agreement.

SECTION 4. If upon request, the Union or the United Association is unable to supply journeymen with special skills within forty-eight (48) hours, the employer may secure journeymen from other sources. Journeymen with special skills shall perform any work coming within the coverage of this Agreement.

SECTION 5. The Union will consider and furnish applicants for jobs on a non-discriminatory basis and such decisions shall not be based on, or be in any way affected by race, religion, color, national origin, ancestry, sex, union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of union membership, policies or requirements. Referrals shall contain member’s craft, classification, rate of pay, certifications, completed training and if in compliance of continuing training requirements.

SECTION 6. Any applicant for employment or any employee covered by this Agreement seeking continuance of employment, who feels illegally discriminated against in referral or discharge, either by the Union or by the employer, or both, must within five (5) consecutive calendar days file all grounds of the grievance in writing with the Joint Conference Committee. (See Article Fourteen)

The said grievance shall be received by the Committee at its next meeting at which time a Labor/Management Sub-Committee will be appointed to investigate the matter and submit a written report of the circumstance occasioning the grievance. Upon receiving the Sub-Committee report, the full Committee will make a determination, or if necessary, schedule a hearing, it being understood that all parties to said grievance shall be given equal opportunities to address the circumstances, including the right to appeal (limited to one). The process shall proceed in a timely manner and the full Committee’s determination
shall be final and binding upon the parties to this Agreement.

SECTION 7. The Union referral form will indicate that there is an I-9 citizenship verification form on file.

SECTION 8. Employer may call for by letter 100% of employees by name that have been unemployed fifteen (15) calendar days or more and are available for work.

SECTION 9. The employer has the right to recall employees laid off not already assigned to another Local No. 72 employer within ninety (90) calendar days. Employer shall notify Local No. 72 of recall, and employee report to Local No. 72.

SECTION 10. The employer, in notifying the Union of opportunities for employment to refer qualified applicants for such employment, will state the location of the job, the starting time, the approximate duration of the job, the type of work to be performed and the number of employees needed, in order that the Business Manager, as dispatcher, or designee, may comply. The Business Manager, or designee, shall be notified forty-eight (48) hours before lay-offs involving five (5) or more employees, or less when practical.

SECTION 11. The following procedure shall be used when employees are separated: The employer shall complete a six (6) part Separation Notice Form showing the reason for termination. The designed copies shall be send as follow: The employer shall send one (1) electronic copy to the office of the Union, one (1) electronic copy to the office of the Association (MCAG) and, if employee is an apprentice, one (1) electronic copy to the office of the Joint Apprenticeship and Training Trust (JATT). The employer shall give two (2) copies to the employee. The employer shall retain one (1) copy. The employer can file the separation procedure electronically. Before being referred to a new employer, the employee shall give one (1) copy of the Separation Notice to the Union and sign the applicable out of work list.

Should the employer fail to give the employee a properly completed Separation Notice, the employee shall be entitled to receive two (2) hours pay based upon the applicable straight time pay rate. Should the employee wish to quit or terminate employment with the
employer, the employee shall give notice to the employer of not less than two (2) hours prior to the regular quitting time for the project and shall obtain a properly completed Separation Notice. Any employee having three (3) unsatisfactory separations within a twelve (12) month period shall be suspended from being referred to any signatory employer for sixty (60) days.

SECTION 12. The standards for qualified journeymen are understood to be journeymen plumbers, pipe fitters and/or refrigeration fitters who have first had at least five (5) years actual and practical experience working at the trade, as described in Article Two of this Agreement or have successfully served an apprenticeship at the trade under an apprenticeship training program approved by the Bureau of Apprenticeship and Training, U. S. Department of Labor, and in addition, who either:

(a). Have successfully passed examinations given for journeymen by a local union of the United Association and, in the case of plumbers, successfully passed the required journeyman plumbers examination given by the State Construction Industry Licensing Board of the State of Georgia and, in the case of pipe fitters and refrigeration fitters passed examinations of Plumbers and Pipe Fitters Local No. 72 and requirements of the Joint Apprenticeship Trustees; or

(b). Have had previous employment as a journeyman plumber, pipe fitter or refrigeration fitter with an employer signatory to this Agreement; or

(c). As a minimum requirement, have successfully passed the required plumbers, refrigeration fitters and/or pipe fitters examination in the county or municipality in the place where the job is located and is properly certified by the respective local governing body; it being understood, however, that opportunities for employment may be based upon length of service with an employer in the industry or in the particular geographical area.

SECTION 13. The Union and the employers shall post in places where notices to all employees and applicants for employment are customarily posted, all provisions relating to the functioning of the hiring arrangement, including the safeguards herein listed. This means all provisions of Article Four of this Contract shall be so posted. Mechanical Industries Council Education and Training Fund shall provide these.
ARTICLE FIVE

Union and Employer Responsibilities

SECTION 1. There shall be no work stoppage due to unauthorized or illegal strikes, lockouts, disputes or grievances. In the event any picketing occurs, the Union and employees will refuse to honor any such action by continuing to work.

SECTION 2. The contractors shall have the responsibility to efficiently manage their portion of the job including the supplying of sufficient tools and equipment with which to carry out the needed installation and the scheduling of an adequate number of workers to meet job requirements and conditions. The direction of the working force, the right to hire, to plan, direct, control and schedule all operations, in cooperation with other trades and specified requirements of the user, shall be the responsibility of the contractor, including the right to establish, eliminate, change or introduce new or improved methods, machinery or techniques to efficiently perform all tasks.

SECTION 3. There shall be no limitations on the productivity of workers or on full use of tools of the trade and construction equipment.

SECTION 4. A form will be developed and furnished by Local #72 identifying workers’ special skills and/or training.

SECTION 5(a). Every effort shall be made by the parties to insure the highest level of productivity and the expeditious performance of the work with the pledge of “eight hours work for eight hours pay”. When working an eight (8) hour day there shall be one (1) break in the a.m. not to exceed twenty (20) minutes. When working more than an eight (8) hour day there shall be a break in the a.m. not to exceed twenty (20) minutes and one (1) break after the eighth (8th) hour in the p.m. not to exceed 10 minutes; however, it is expected that at least one hour’s work shall be performed after a break. Breaks to be taken in place. Leaving job early for failure to take break(s) will not be permitted. Loafing, excessive tardiness and unexcused absenteeism will not be tolerated. If employee must be transported to work station from a designated staging area, it shall be in a covered vehicle. Employers do not have the option of allowing workers to leave early or be transported to or from work area on employers’ time.
(b). The UA Standard for Excellence is made a part of this Collective Bargaining Agreement and is presented as an addendum to the CBA.

SECTION 6(a). To insure a sufficient number of skilled craftsmen to meet the needs of the industry, the parties will continue to expand and improve their presently recognized apprenticeship and journeyman training programs.

(b). Every LU 72 member shall complete the OSHA 30 requirement, within an 18-month period in which to complete the class. All members who do not complete the “OSHA Thirty (30) requirement” no later than February 08, 2016 will not receive scheduled wage increases thereafter until completion of the “OSHA Thirty (30) requirement.” Increases will not be retroactive. Fringe contribution increases are not exempt from being paid on LU 72 members who become ineligible for wage increases. The JATT shall provide documentation of the completion of all training for each local union member. All training will be provided to every journeyman. Every journeyman and above will take said training on their own time.

(c). Mandatory Continuing Education (MCE) is required for all journeymen and above. Local Union 72 shall provide documentation of the completion of all training for each local union member. The MCE requirement for all journeymen and above is the equivalent to Georgia State License requirement. All journeymen and above who do not complete the MCE requirement will not receive scheduled wage increases after August 1, 2015 until completion of the MCE requirement. Increases will not be retroactive. Fringe contribution increases are not exempt from being paid on journeymen and above who become ineligible for wage increases. Every journeyman and above will take said training on their own time. Training will be at no cost to the employer(s).

The JATT is to develop a process to be put in place to track LU 72 members MCEs and JATT apprenticeship compliance and demographics.

SECTION 7. The project safety rules and the rules and regulations of the Occupational Safety & Health Act shall apply and be abided by during the construction of a project. Each contractor and union shall be responsible for such rules insofar as they apply to their work.

SECTION 8. To insure a safe work atmosphere, the parties agree to adopt measures to insure a drug free work environment. Random testing shall be administered by a third party or shall be through a pre-
approved statistical computer program.

SECTION 9. Sufficient numbers of journeymen, apprentices, tradesmen and helpers will be made available for a project in order that working of overtime will be unnecessary except under extra-ordinary circumstances. Shift work may be utilized in order to expedite the job and meet completion schedules.

SECTION 10. It is understood that the user of construction services is concerned with the total project being completed and delivered on time without unnecessary or undue delay created by the involved contractors. Full cooperation and coordination of the efforts of all contractors, their workers and supervisory personnel is required. The parties hereto pledge to be responsible members of the construction team regardless of their affiliation or lack of affiliation with established trade unions or associations.

SECTION 11. The requirements of the user with respect to security conditions, safety, maintenance of production, parking and use of vehicles and other regulations will be upheld. The contractors will inform themselves of such requirements and in turn inform their work force.

SECTION 12. Under no circumstances will there be a work stoppage or slow down as a result of a work assignment or jurisdictional dispute. Settlement of work assignment shall be as follows:
(a). Rules and procedures of The Plan for Settlement of Jurisdictional Disputes in the Construction Industry shall govern the parties to this Agreement.
(b). Pre-Assignment conferences with the contractors and business representatives of the Union shall be held well in advance of actual work performance for the purpose of making a positive determination, if there is thought to be a difference of opinion.

Area practice, prior agreements and decisions of record shall be taken into account; however, in the event a unanimous agreement is not reached, the contractor who has responsibility for the performance and installation shall make a specific assignment of the work in accordance with the procedural rules of The Plan for Settlement of Jurisdictional Disputes in the Construction Industry, which shall be binding on all parties for the duration of the job in question. Any jurisdictional disputes occurring during the course of the job shall be
handled in the same manner.

SECTION 13. Parties to this Agreement shall not discriminate against, harass or intimidate any employee because of race, color, religion, sex, national origin or age. The parties will comply with established minority employment plans as required.

SECTION 14. Labor will participate with management in a joint study committee for the purpose of meeting the OSHA Communications Standards and by mutual consent of both parties take whatever action is required to meet the education and record keeping requirements of the Act. A hazardous material training course shall be developed and given to all workers referred.

ARTICLE SIX

Hours of Work, Overtime, Shift Work

SECTION 1. Hours of Work. Any consecutive eight (8) hours between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday, inclusive, shall constitute a day’s work. Since efficiency and economy are of prime concern to the parties, the employer, at its discretion, may begin the regular day at any time between 6:00 a.m. and 9:00 a.m. A thirty (30) minute meal break shall be allowed for which employee shall not be paid. At the employer’s option, the workday may be expanded to accommodate four (4) ten (10) hour days, as the workweek, at regular time. The day shift workweek shall be forty (40) hours beginning after starting time. The workweek and the second shift and third shift shall be established in paragraphs below of this Article.

SECTION 2. Overtime.
(a). New Construction - Five (5) Eights (8). Overtime on new construction will be paid at one and one-half (1 ½) times the straight-time rate on all work except for that work performed on Sundays and holidays will be paid at double the straight-time rate. A Saturday make-up day at the regular rate of pay may be worked to make-up time lost during the normal workweek when time is lost for reasons beyond contractor’s control. There will be no make-up days for Holidays.
(b). Occupied Structure. All overtime performed on remodeling of occupied structures shall be at one and one-half (1 1/2) times the straight time rate, except holidays, as shown in Article Six, Section 3,
shall be double time. A Saturday make-up day at the regular rate of pay may be worked to make-up time lost during the normal workweek when time is lost for reasons beyond contractor’s control. There will be no make-up days for Holidays.

(c) New Construction - Four (4) tens (10). If four (4) ten (10) hour days are worked, the hours worked after ten (10) hours shall be worked at time and one-half (1 1/2) times the straight time rate. In the event a four (4) day, ten (10) hour day workweek is elected, either Friday or Saturday may be used as a make-up day, Saturday being permitted when conditions beyond the employer’s control preclude Friday being worked, or the workweek commencing later than Monday. There will be no make-up days for Holidays.

Any employee working more than ten (10) hours will be given reasonable time for supper not to exceed thirty (30) minutes; however, it is expected that at least one hour’s work shall be performed after a break for supper. An individual working any combination of regular time and overtime for a total of sixteen (16) hours shall remain on overtime until they have had six (6) hours off.

(d) Mandatory-Eight Straight-Time Attendance Policy for Scheduled Overtime. A mandatory-eight policy of required straight-time work attendance is established as follows for the purpose of curtailing absenteeism and tardiness and shall not penalize individuals under these circumstances. It is not intended to make-up straight-time hours missed due to weather interruptions or interruptions due to job-site circumstances, holidays or excused absences that caused the lost time. Without a twenty-four (24) hour notice and written official documentation from source of appointment, absence will be unexcused.

Eight (8) hours per day Monday through Friday shall constitute a straight time pay rate. Eight (8) hours per day Monday through Friday shall be worked before receiving overtime rates for Saturday and Sunday. Straight-time hours missed can only be made up within the same pay period for which they were lost, whereas, straight-time hours missed shall not carry over from one pay period to the next.

If the worker misses any of the mandatory straight time hours, the worker will work the next scheduled overtime hours at straight time until the hours missed are made up. In the event that hours performed include double (2) time hours, it shall be understood that one and one-half (1 1/2) time hours will always be exchanged first for straight time hours missed.

SECTION 3. Holidays. The following only shall be recognized as the
six (6) holidays: New Year’s Day, Memorial Day (Last Monday in May), July 4, Labor Day, Thanksgiving Day and Christmas. Holidays falling on Saturday shall be observed the previous Friday. Holidays falling on Sunday shall be observed the following Monday.

SECTION 4. Shifts. Shift work may be performed at the option of the employer, but when performed it must continue for a period of not less than five (5) consecutive workdays. Saturday and Sunday, if worked, can be used for establishing the five (5) day minimum shift work period. The work week for straight time shift purposes shall be considered to start with the beginning of the day shift on Monday and end with the completion of the second shift beginning on Friday if only two shifts are worked.

The first or day shift shall work a regular eight (8) hour shift as outlined in Section 1 of this Article. If two shifts are worked, the second shift shall be eight (8) hours for which each employee shall receive pay for the hours worked, plus fifteen percent (15%). Work in excess of eight (8) hours per shift shall be paid at overtime rates, including the shift premium rate, in accordance with Section 2 of this Article.

Night work performed in occupied structures continuing five (5) or more days may be worked at a shift rate of fifteen percent (15%) greater than regular rate even though no other shift is worked.

If three shifts are worked, the employer and the Union shall establish mutually acceptable hours and pay for shift work considering among other things the schedule of shift work of the related crafts in the local building trades area in which the job is located. Wherever the local union collective bargaining agreement provides for less than eight (8) hour workday, shifts shall be established in conformity therewith.

ARTICLE SEVEN

Wages

SECTION 1: Wages and Fringes are shown for all classifications on an addendum to the CBA (if a % is shown the % refers to a % of the Journeyman wage scale). The Jt. Conference Committee can elect to allocate any part of any increases. This process is applicable to all supplements to the CBA.
The agreed to monetary settlement is as follows:
Effective September 8, 2014, the Defined Contribution is increased by fifty-cents ($0.50). The fifty-cents is a combination of thirty-seven cents ($0.37) taken from the JATT contribution with thirteen cents ($0.13) added by employers.

Effective August 1, 2015, the wage will increase by eighty-eight cents ($0.88).

Effective August 1, 2016, the wage will increase by eighty-eight cents ($0.88).

Effective August 1, 2017, the wage will increase by eighty-nine cents ($0.89).

SECTION 2. Apprentices shall work as intern journeymen for the fifth year.

SECTION 3. All Apprentice wage scales shall be based off the Atlanta pay scale.
· Meaning: Apprentices from the Albany, Macon and Rome area will be paid the Atlanta apprenticeship wage and fringe scales.

Apprentice scales to be rounded to the nearest nickel.

Section 4. (a). Class “A” Pipe Tradesman (PT) wage shall be calculated at 65% of journeyman rate (to the nearest nickel).
(b). Class “B” Pipe Tradesman (PT) wage shall be calculated at 45% of journeyman rate (to the nearest nickel).

Section 5. Provisional Journeyman classification paid at 80% of the journeyman rate. (Rounded to the nearest nickel). Fringes to be paid the same as 2nd through 5th year apprentices receive.

SECTION 6. On jobs of 10 or more, stewards will receive $0.75 per hour above the journeyman rate. For stewards to receive $0.75 per hour above the journeyman rate, stewards shall be provided with certified steward training and specialized training as described by the UA Standard for Excellence. Training will be at no cost to the employer(s).

SECTION 7. Employees after being hired and reporting for work at the
regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the regular rate of wage, unless notified before leaving home not to report, and employees who reported for work and for whom work is provided shall receive not less than four (4) hours pay and if more than four (4) hours are worked in any one day, they shall receive not less than a full day’s pay. However, the exceptions shall be when inclement weather or strike conditions make it impossible to put such employees to work, or when stoppage of work is occasioned thereby, or when employees leave work of their own accord or fail to report for work at the regular starting time.

SECTION 8.  Payday shall be once each week, on a regular working day, Monday through Thursday, and before quitting time. Pay may be in check or cash at the employer’s election. Voluntary direct deposit may be implemented. Four (4) days shall be the maximum hold back time for payroll determination, Saturdays and Sundays excluded. All paychecks shall have a stub attached showing the company’s name, total hours worked and amounts withheld for Social Security, State and Federal taxes. When payment is in cash, pay envelopes shall bear the same information as above. When the regular payday falls on a holiday, payday shall be the next regular working day, or at the discretion of management, the day proceeding, Sunday excluded. All employers shall have a local checking account for payroll purposes.

SECTION 9.  If an employee is discharged or laid off, all accrued wages shall be due and payable.

SECTION 10.  A two percent (2%) dues check off of gross wages shall be deducted from all LU 72 employees’ wages, with an additional two percent (2%) IAP Assessment (Target Market Fund) deducted from journeymen and above on straight time wages only. Employers will be responsible to forward the collections to the third party administrator for disbursement to Local Union No. 72. If the employers fail to collect the two percent (2%) dues check off of gross wages and/or the two percent (2%) IAP Assessment, the employers will be responsible to pay the LU 72 what should have been collected.

SECTION 11.  In addition to other compensation required by the terms of this Agreement, the employer agrees to remit fifty-cents $0.50 per hour, on journeymen and above only, to the Plumbers, Pipefitters and Service Technicians Local 72 Piping Industry Promotional &
Employment Fund (P.I.P.E) (Name modified and amount increased by five cents on July 1, 2013) established in accordance with the Labor-Management Cooperation Act of 1978 and Section 302(c) (9) of the Labor-Management Relations Act, 29 USC section 186(c) (9).

SECTION 12. All foremen shall receive UA foreman certification to receive future pay increases effective February 1, 2011.

SECTION 13. Mandatory, journeyman plumbers shall have State license to receive journeyman scale, if not, they will receive provisional journeyman scale [80% of journeyman scale] effective August 1, 2010, starting with graduating apprenticeship class of August 1, 2010.

ARTICLE EIGHT

Trust Funds

SECTION 1(a). In addition to all other compensation required by the terms of this Agreement, the employer agrees to remit the amount which the employer is obligated to pay to the employees in this bargaining unit as designated in the wage section of the CBA for each hour actually worked by all employees covered by this Agreement to Plumbers and Pipe Fitters Local No. 72 Benefit Funds for purposes as hereinafter described.

(b). The employer shall contribute and forward monthly the amount which the employer is obligated to pay to the employees in this bargaining unit as designated in the wage section of the CBA to the Atlanta Plumbers and Steamfitters Health and Welfare Fund. The Agreement and Declaration of Trust, dated January 1, 1997, as amended, establishing the Atlanta Plumbers and Steamfitters Health and Welfare Fund is hereby made a part of this Agreement by reference and the employers, signatory to this Agreement, hereby agree to abide by the terms and provisions of said Declaration of Trust.

The benefits described under the Atlanta Plumbers and Steamfitters Health and Welfare Fund shall be limited to those benefits which can be based on the employers’ contributions stipulated herein. In the event of a deficiency, the Trustees of the referenced fund are directed to amend the plan to eliminate such deficiency. If, in the opinion of the Trustees, the Atlanta Plumbers and Steamfitters Health and Welfare Fund is sufficiently funded, any increases in the Health & Welfare Contributions can be reassigned to wages.
(c). The employer shall contribute and forward monthly the amount which the employer is obligated to pay to the employees in this bargaining unit as designated in the wage section of the CBA to the Atlanta Plumbers and Steamfitters Supplemental Pension Fund (except no pension contribution shall be made on helpers, pipe tradesmen A & B and 1st year apprentices) as established and jointly administered in accordance with the applicable provision of the Labor-Management Relations Act and other Federal and State laws. The Agreement and Declaration of Trust, dated January 1, 1997, establishing the Atlanta Plumbers and Steamfitters Supplemental Pension Fund is hereby made a part of this Agreement by reference and the employers, signatory to this Agreement, hereby agree to abide by the terms and provisions of said Declaration of Trust.

The benefits described under the Atlanta Plumbers and Steamfitters Supplemental Pension Fund shall be limited to those benefits, which can be based actuarially on the employer contributions stipulated herein. In the event of an actuarial deficiency, the Trustees of the referenced fund are directed to amend the plan of benefits to eliminate such deficiency.

(d). The employer shall contribute and forward monthly, on journeymen and above only, the amount which the employer is obligated to pay to the employees in this bargaining unit as designated in the wage section of the CBA to the Plumbers and Steamfitters Local #72 Defined Contribution Fund (except no Defined Contribution shall be made on helpers, apprentices, provisional & intern journeymen and service tradesmen A & B) as established and jointly administered in accordance with the applicable provision of the Labor-Management Relations Act and other Federal and State laws. The Agreement and Declaration of Trust, dated August 1, 2001 and effective August 1, 2001, as amended, establishing the Plumbers and Steamfitters Local No. 72 Defined Contribution Fund is hereby made a part of this Agreement by reference and the employers, signatory to this Agreement, hereby agree to abide by the terms and provision of said Declaration of Trust.

(e). The employer shall contribute and forward monthly the amount which the employer is obligated to pay as designated in the wage section of the CBA to the Joint Apprenticeship and Training Trust as established and jointly administered in accordance with the applicable provisions of the Labor-Management Relations Act and other Federal and State laws. The Declaration of Trust dated May 7, 1956, as amended, establishing the Joint Apprenticeship and Training Trust is hereby made a part of this Agreement, by reference, and the employers, signatory to this Agreement, hereby agree to abide by the terms and provisions of said
Declaration of Trust.

(f). The employer shall contribute and forward monthly the amount which the employer is obligated to pay as designated in the wage section of the CBA to the International Training Fund (ITF). At anytime, in the opinion of the Joint Conference Committee, any or all contributions to the ITF can be reassigned to the JATT.

(g). Each employer shall pay to and forward monthly the amount to the Mechanical Industries Council Education and Training Fund (MICETF) which the employer is obligated to pay as designated in the wage section of the CBA for each hour worked by each employee of the employer within the bargaining unit. The Declaration of Trust, originally dated August 31, 1964, as amended, and as it may hereafter be amended in accordance with the provisions thereof, establishing the MICETF (formerly known as the Mechanical Industries Council Trust Fund) is hereby made a part of this Agreement by reference (MICETF Trust Agreement), and employers signatory to this Agreement, hereby agree to abide by the terms and provisions of the MICETF Trust Agreement. The Mechanical Industries Council (MIC), previously established consisting of five (5) Employer Trustees selected as provided in the MICETF Trust Agreement, shall be solely responsible for the administration of MICETF. Delinquent contributors shall be subject to such liquidated damages as the Trustees of the Fund may prescribe from time to time.

In no event shall the foregoing provisions of this Section be subject to or suitable for grievance and arbitration, under this Agreement.

The Trustees of the Mechanical Industries Council Education and Training Fund shall comply with all present and future Federal laws governing the same.

Contributors have no rights in the assets (cash or otherwise) of the MICETF. Their rights and responsibilities are confined to those as enumerated in the controlling documents and in the enforcement of them as against those that are given the responsibility to carry them out, namely, the Board of Trustees.

Increases to the MICETF contribution shall be determined through collective bargaining negotiations.

The Union shall have no participation or control of any kind or degree whatever, nor shall the Union be connected in any way with the Mechanical Industries Council Education and Training Fund.

The Employer Associations, party to this Agreement agree to defend, indemnify and hold harmless the Union from any and all claims made against it arising out of the establishment and existence of the Fund.
(h). As part of the compensation due employees for work performed under this Agreement, the Employer shall make payments to the Atlanta Plumbers and Steamfitters Local No. 72 benefit funds: Defined Contribution, Supplemental Pension, Health and Welfare, Joint Apprenticeship and Training Trust, and the Mechanical Industries Council Education and Training Fund for each hour worked by each employee whose work is covered by this Agreement in the amounts specified in the wage & fringe addendum and/or any addendums to this Agreement, which are deducted from current wages/benefits regarding rates for respective funds, and/or deducted from net and/or gross pay. Notwithstanding the foregoing, in the event the Trustees of the Funds determine the need for an increase in the hourly contribution to the Funds and the Local No. 72 elects to allocate any part of the increase to the fringe funds, such Funds will be deducted from current wages/ benefits or from members’ net and/or gross pay.

SECTION 2. Payment to the Trust Funds as described in Section 1 of this Article shall be made monthly, by mailing or delivering one check for same to the Bank Depository or Administrator of record of the Plumbers and Steamfitters Local No. 72 Benefit Funds. The Administrator of the Plumbers and Steamfitters Local No. 72 Benefit Funds shall allocate the monies received to the applicable Trust Funds in accordance with the governing Declarations of Trust as directed by the governing Board of Trustees.

SECTION 3. The employer shall prepare and transmit with each payment made pursuant to this Article, a report showing the number of hours worked by each employee and the number of employees worked in each classification referenced in Article Seven during the period covered by the report, together with the name and social security number of each employee. The report shall be in such form as shall be prescribed by the Trustees of the respective funds. The office of the Union and the Association shall receive a copy of the report.

SECTION 4. The payment and report required by this Article shall be due on or before the 10th day of each calendar month and deemed delinquent if not made on or before the 20th day of each calendar month for all work performed during the payroll periods ending in the preceding calendar month.
SECTION 5(a). The Board of Trustees of the respective Funds may establish, from time to time, rules and regulations which provide for a reasonable penalty to be added to any delinquent contributions and are empowered to take such legal action as in their discretion may be necessary to collect contributions and penalties assessed by the respective Trustees and to recover from any delinquent employer on behalf of the Funds all costs and reasonable attorney fees incurred in connection therewith. Habitual delinquency on the part of any individual employer may be cause for cancellation of this Agreement insofar as such individual employer is concerned, if so recommended by the Board of Trustees of the respective Funds, however, such cancellation shall not affect the contractual obligations of any other employer.

(b). If an Employer becomes delinquent in his payments to the trust funds, the Union may remove the Employees subject to this Agreement from employment with the delinquent Employer, provided that the Union notifies such delinquent Employer in writing at least 24 hours in advance of such action. Such action by the Union shall not constitute a cancellation of this Agreement, and the delinquent Employer shall remain bound by the terms and conditions of this Agreement. The Union shall cause the Employees to return to the employment of the delinquent Employer when the Administrative Office of the Trust Funds verifies that the Employer is no longer delinquent in contributions, liquidated damages, or any attorneys’ fees incurred in attempting to collect the delinquent contributions.

(b.1) The Trustees may agree to cancel credits for Health & Welfare eligibility of the Employees. Such a cancellation should include a notice to the Employees of the cancellation.

(c). Any employer that becomes delinquent in making fringe benefit contributions and any new employer shall provide a bond or cash deposit in favor of the Atlanta Plumbers & Steamfitters Fringe Benefit Funds in an amount set forth below to secure the payment of fringe benefit contributions required by this Agreement:
If a new or a delinquent Employer avoids being delinquent in paying fringe benefit contributions for a period of twenty-four (24) consecutive months, the requirement to post a bond or cash shall cease and any bond or cash previously provided by the Employer shall be returned to the Employer. The Trustees shall have the authority to increase additional bond requirements of any delinquent Employer to insure anticipated contributions required for the number of Employees to be employed. The Trustees shall have the authority to impose Delinquent status on any Employer who employs any person having a history of delinquency with a company where said employee was a principal.

SECTION 6. If any employer temporarily discontinues paying wages he must, nevertheless, file a return, monthly. If an employer no longer expects to pay wages subject to this Agreement, he must file a “Final Report”. If the business is sold or transferred by one employer to another, both old and new employer must file a return but neither should report wages paid by the other.

SECTION 7. It is the intent of the parties that Article Fourteen relating to settlement of disputes shall not prevent the continuance of the foregoing provisions from being effective, and respective Trustees are authorized and empowered to distribute such contributions received after July 31, 2014, in accordance with the foregoing until the parties execute a new Collective Bargaining Agreement. The respective Trustees shall not withhold distribution under such conditions and shall not be held liable for any such distributions made in accordance with the foregoing. Article Fourteen does not apply to the wording of the various documents and Trust Agreements heretofore entered into between the parties.
ARTICLE NINE

Supervision

SECTION 1. On jobs employing three (3) plumber journeymen or three (3) pipe fitter journeymen, one of them shall be designated foreman for their craft. When the number of plumber or pipe fitter journeymen on any one job exceeds ten (10), a second foreman will be designated for their craft. This same formula will prevail for any job no matter how large the number of journeymen. A plumber or fitter general foreman need not be designated until the number of foremen in that craft reaches three (3). There shall be no limit to the number of foremen that a general foreman supervises. The general foreman shall not supervise the journeymen. All foremen shall be members of Local Union No. 72.

SECTION 2. The selection and appointment of both foremen and general foremen is the sole responsibility of the employer in keeping with this Agreement. The employer may call for supervision by name, provided there is an accompanying letter to the Union.

SECTION 3. There can be designated a crew foreman who can work up to four (4) employees (Journeymen, Apprentices, Helpers or Tradesmen). Crew foremen must work under the job supervision of a foreman.

ARTICLE TEN

Fabrication

SECTION 1. All piping, including hanger assemblies, may be fabricated either at the shop or on the job site, at the discretion of the employer. The employees covered by this Agreement shall perform all work required in connection with fabrication under the terms of this Agreement, regardless of method, including handling, distribution and erection of all piping material and equipment being fabricated under this Agreement, without exception.

SECTION 2. Where the word “shop” is used in this Article, it shall be defined as a shop under the direct control of a Local No. 72 employer being in the territorial jurisdiction of Local No. 72.
SECTION 3. Any violation of this Article shall subject the employer to the payment of such penalty as may be determined by the Joint Conference Committee.

SECTION 4. The Union reserves the right to refuse to handle, erect or install fabricated piping, sent to the job that has not been fabricated as above set out.

SECTION 5. Use of all catalogue items such as all-thread rods, lead stubs, etc. from a current nationally recognized manufacturer of materials used in this industry such as, but not limited to, Josam, Grinnell and Crane shall be considered as acceptable under this Agreement, at the option of the employer.

ARTICLE ELEVEN

Working Rules and Conditions

SECTION 1. It is understood and agreed that each person shall arrive at the job in sufficient time to change clothes before starting time. Workers shall be on the job at their regular place of work at the designated starting time and shall remain at their place of work until the designated/established quitting time having secured the employers’ tools prior to departure.

SECTION 2. The loss of clothes or other wearing apparel suffered by employees on the job, due to acids or other similar unnatural hazards, will be refunded by the employer; provided, however, the loss was not caused by negligence on the part of the employee.

SECTION 3. Journeymen, intern journeymen, apprentices, tradesmen or helpers are not permitted to rent or lease their personal vehicles to the employer.

SECTION 4. All tools are to be furnished by the employer. Workers shall be responsible for employer’s tools and equipment when the employer furnishes a toolbox, with proper lock, or some other safe place for storage of such tools and equipment. Workers shall sign receipt for hard hats, channel locks, crescent wrenches, pocket levels and six-foot rules. Appropriate adjustment at established market value, to employee’s final wages may be made to compensate the employer for items missing
for which employee signed receipt. All provisions of the wage & fringe addendum shall be applicable.

SECTION 5. A journeyman, intern journeyman, apprentice, tradesman or helper shall not remain around the shop or job later than fifteen (15) minutes after quitting time or arrive at shop or job earlier than fifteen (15) minutes before beginning time, except for special meetings and training courses.

SECTION 6. The foreman on each job shall be responsible for time and tools. Except as to tools, there need be no checking out by brass numbers or time clocks.

SECTION 7. When an employer requires a certification for a welder other than a UA certification, the employer shall bear the expense of such certification.

SECTION 8. When UA pipe welds are being gamma rayed or picture taken and the employer deems assistance necessary, Local No. 72 members will assist in this work.

SECTION 9. Where free parking is not available within three blocks of the job or project, the employer shall reimburse the employees at a fixed rate of $4.00 per day.

SECTION 10. When the employer has installed a permanent heating or cooling system and temporary operation is required of same, the employer shall have the option of operating said system with or without maintenance, either full time or with periodic checking, but either option shall be exercised with the work being performed by a journeyman.

ARTICLE TWELVE

Intern Journeymen, Apprentices, Helpers, Pipe Tradesmen

SECTION 1. In no case shall an apprentice be allowed on a job without a journeyman or be set up as a journeyman, with the exception that apprentices will be allowed to perform work under the mentorship of a journeyman.
SECTION 2(a). A Union apprentice shall work as an intern journeyman the fifth year and upon completing the full five (5) year minimum apprenticeship program and meeting the requirements of the Joint Apprenticeship and Training Trustee, shall be classified as a journeyman and shall be entitled to receive the regular wages for such journeyman.

(b). Each employer is required to pay apprentices under its employ for time spent attending the apprentice day school. It is expressly agreed that such costs are a required part of the training costs and shall be job costs for all federal, state, and private work. JATT shall provide apprentices’ attendance records on web site.

SECTION 3. The assignment of apprentices shall be the responsibility of the Business Manager, or designee, in accordance with the rules and procedures as established by the Joint Apprenticeship and Training Trustees.

SECTION 4. There shall be a journeyman’s helper. Helpers may do anything they are capable of doing under the supervision of a journeyman. Helpers are not required to advance to the apprenticeship program.

SECTION 5. Helpers will not be permitted on a job if a journeyman is not present. Work under the helper classification will be closely coordinated with the Joint Apprenticeship and Training Trust in order to not interfere with established apprenticeship programs.

SECTION 6. Ratios: One (1) Journeyman, One (1) Apprentice, and One (1) Helper or Tradesman

The source for the helper pool shall be those persons referred to the employer by Local Union No. 72. Nothing contained herein shall imply that the ratios established shall prohibit the employer from drawing from other projects, helpers to assist in loading and unloading, so long as it is for no more than one day’s duration. One apprentice may be employed in each shop where a journeyman is regularly employed. “A” & “B” Pipe Tradesman Ratio: One may be employed in each shop where a journeyman is regularly employed.

SECTION 7. Unless otherwise stipulated, all Sections of the regular Collective Bargaining Agreement will apply to the helper category,
except no pension, defined contribution or Bldg. Trades/organization fund contributions shall be made.

ARTICLE THIRTEEN

Miscellaneous Contract Terms

SECTION 1. When working or installing any work within the jurisdiction covered by Local Union No. 72, if employees with permanent residence within the jurisdiction hereto are available, any employer hereunder shall employ no more than one (1) journeyman whose permanent residence is outside the jurisdiction covered by Local Union No. 72.

SECTION 2. The employer and all employees, covered by the terms of this Agreement, do hereby mutually agree, and said employer and all employees separately and severally voluntarily elect to be bound by the provisions of the Workers’ Compensation Law. The Union shall not furnish an employee to any employer who does not carry Workers’ Compensation Insurance. All employers shall furnish the Union with evidence of such insurance being procured.

SECTION 3. Authorized representatives of the Union shall have reasonable access to jobs where employees covered by this Agreement are employed, provided 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 4. A steward shall be a working journeyman appointed by the Business Manager of the Union who shall, in addition to work as a journeyman, be permitted to perform, during working hours, such union duties as cannot be performed at other times. 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. It is understood and agreed that the steward’s duties shall not include any matter relating to the referral, hiring or termination of applicants or employees. In the event of any violation of this Section by either party, the violating party is subject to appear before the Joint Conference Committee. The steward is subject to the provisions of Article Four, Section 2. The steward shall report to the foreman upon leaving assigned work to perform Union duties.
SECTION 5. It shall not be a violation of this Agreement or of the no-strike clause if members of the United Association refuse to cross a legal picket line, and one established in accordance with the rules of the Building and Construction Trades Department.

ARTICLE FOURTEEN

Joint Conference Committee

SECTION 1. There shall be a Joint Conference Committee whose purpose is:
(a). To take under advisement and study any of the terms and conditions of this Agreement requiring interpretation, modification or clarification;
(b). To review complaints arising through any violation or breach of this Agreement;
(c). To consider any other questions or suggestions that may prove beneficial to the industry as a whole;
(d). And, to act as a Joint Negotiating Committee.

SECTION 2. The Committee shall consist of ten (10) persons. Five (5) shall be selected by the employer from legitimate plumbing, heating and piping contractors complying with this Agreement, and five (5) shall be selected by the Union.
(a) The Committee shall meet at least quarterly of each year.

SECTION 3. The Committee may adopt such policies and procedures, as it deems necessary to conduct and carry out its business in an orderly manner.

SECTION 4 Arbitration Clause.

1. Either party desiring to change or terminate this Agreement must provide written notification at least one hundred twenty (120) days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.
2. The existing provisions of this Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.
3. If by the expiration date of this Agreement, the parties have not reached a new agreement, either party may request that the parties participate in mediation for the purpose of attempting to mediate a
resolution to the issues in dispute; the mediator selected shall have no authority to compel either party to agree to any proposed resolution. Such mediation process must be invoked within five (5) working days of the expiration date; if the process is not invoked within that time, the parties will proceed immediately to the arbitration procedure set forth below.

a. The parties agree that the mediator will be C. Richard Barnes (of C. Richard Barnes and Associates, LLC, P.O. Box 490243, Lawrenceville, GA 30049), provided that he is available to conduct the mediation within forty-five (45) calendar days of the invocation of the mediation process; if he is not available within that time frame, the parties will proceed directly to arbitration as described below.

b. Only the issues not previously resolved on a tentative basis will be addressed by the parties and the mediator.

c. Mediation will take place over no more than two (2) days and each day shall consist of a minimum of eight hours each, which shall be consecutive. Each of the parties shall bear its own expenses in connection with the mediation, but the fees and expenses of the mediator will be paid equally by the parties.

d. Prior to the conclusion of the two (2) days, the mediator will propose a recommended settlement to the parties.

e. The parties’ representatives will vote on the mediator’s proposal. The mediator’s proposal will complete and conclude the new Agreement if the proposal is approved by majority vote of each party’s representatives. If it is not so approved, the parties will proceed immediately to the arbitration procedure set forth below. In the absence of members of either committee, the chairman of that committee will cast the votes of the absent members.

4. If the mediation process is not invoked, or does not result in a settlement of the unresolved issues, the parties will submit all unresolved changes for final and binding resolution and determination by arbitration as follows, within five (5) working days of the expiration date or of the end of the mediation process, whichever is applicable: The party desiring arbitration shall give written notice to the other party and make a written application to the American Arbitration Association (AAA) (at 2200 Century Parkway, Suite 300 Atlanta, GA or BeyeaL@adr.org) to submit to the Union and the Employer the names and addresses of seven (7) persons, all of whom are labor arbitrators and members of the National Academy of Arbitrators, and all of whom have business addresses in the Southeastern United States (defined as the states of Georgia, Alabama, Mississippi, Florida, Tennessee, North Carolina, and
South Carolina) as prospective arbitrators. Within ten (10) business days after receipt of such names, the Union and the Employer shall then choose an arbitrator by the rules of AAA then in effect and he/she shall be the arbitrator chosen by the parties, empowered to hold a hearing, to arbitrate the resolution of all unresolved changes, and to render a final and binding written award with respect to all unresolved changes, including the substance of any such changes. Each of the parties shall bear its own expenses in connection with the arbitration, but the fees and expenses of the arbitrator will be paid equally by the parties.

5. When unresolved changes have been submitted to the arbitrator, it shall be the responsibility of both parties to continue to meet weekly in an effort to reach settlement prior to the arbitration hearing.

6. Utilizing the procedure set forth in ¶7 below, each party shall submit to the arbitrator its final offer for a new Agreement (including in such final offer all agreements concerning issues that have previously been settled tentatively by the parties, which issues shall remain resolved on that tentative basis— the arbitrator shall have no power to modify such tentative agreements). The arbitrator’s jurisdiction shall be limited to selection of one party’s final offer as the new Agreement.

7. The procedure for the arbitration shall be as follows:
   a. Each party is to submit its positions and proposals on the issues the parties have agreed remain unresolved in writing to the arbitrator at least two (2) weeks prior to the agreed hearing date so that the arbitrator can review them ahead of time.
      i. To facilitate the arbitrator’s exchange of the submissions, each party’s must provide the arbitrator with at least two (2) written copies of its submission or provide its submission in electronic form (as a pdf).
      ii. Each party’s submission should contain documentation and/or commentary supporting the positions and proposals set forth in its final offer.
      iii. Each party’s written submission should contain anything about the bargaining history of the parties’ negotiations that the party believes the arbitrator should know.
   b. The arbitrator will exchange the parties’ submissions by sending a copy to the opposing party after the arbitrator has received both of them. Upon exchange of the parties’ initial submissions by the arbitrator, each party shall have one (1) week to submit information in response to the other party’s submission; any such additional information submitted by either party shall also be sent immediately by the arbitrator to the
opposing party. After such initial submissions and responses no additional information may be submitted to the arbitrator by either party prior to, or at, the hearing.

c. At the hearing, each party should come prepared to:
   i. discuss its proposals; and
   ii. answer any questions that the arbitrator or the other party has about its proposals.

d. At the conclusion of that process, the arbitrator will advise the parties whether the arbitrator requests any additional post-hearing written submission as an aid to the arbitrator’s decision-making.

8. The arbitrator’s written decision is to be issued to the parties within thirty (30) days of the hearing, or of the post-hearing written submission if one is requested by the arbitrator.

SECTION 5. No employer or employee from a shop or job where dispute arises shall sit on the Joint Conference Committee.

SECTION 6. The propriety of a retirement made pursuant to the Atlanta Plumbers and Pipe Fitters Retirement Trust and Plan shall not be subject to arbitration.

ARTICLE FIFTEEN

General

SECTION 1. This Agreement shall automatically be renewed from year to year, unless the Association or the Union shall furnish notice in writing to the other that a change or changes are desired which must be stated in writing and furnished to the other one hundred twenty (120) days prior to the expiration of this Contract and, during one hundred twenty (120) days, work shall not stop and wages shall not be changed. In the event such changes are not agreed upon prior to June 1, of such applicable year, through the process of collective bargaining, then such proposed changes not agreed upon, shall be determined before July 31, next, by the Joint Conference Committee in accordance with the procedure and all the terms and conditions set out in Article Fourteen above, and the Contract as thus amended, extended.

SECTION 2. This Agreement comprises the entire Agreement between the parties and no oral agreement can vary or alter the terms of this Agreement. This Agreement shall be subject to change or supplement
at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing and signed by both parties hereto.

SECTION 3. The parties hereto agree that if any provision of the foregoing Agreement is deemed to be contrary to the laws and regulations of the United States or the State of Georgia, each will appoint legal counsel for the purpose of meeting with counsel of the other party in an effort to effect an amendment hereto to bring this Contract into compliance with the law. The two representatives, after conference, will make recommendations to the parties which, if accepted by the parties hereto, will be incorporated as an amendment to this Contract and will become a part of this Contract as if originally set out herein.

SECTION 4. This Agreement shall be in effect from midnight, September 8, 2014, until midnight of July 31, 2018, or as the same if thereafter renewed or extended from year to year by action of the parties or in accordance with Section 1 above of this Article.

The Service Supplement to the Collective Bargaining Agreement

ARTICLE ONE

Recognition and Purpose

SECTION 1. Where this Agreement is silent, the conditions of the Basic Agreement shall govern.

ARTICLE TWO

Trade or Work Jurisdiction

SECTION 1. This Agreement covers the rates of pay, rules and working conditions of all mechanical service journeymen, intern journeymen, apprentices and tradesmen engaged in the servicing of all plumbing and/or pipe fitting systems and component parts thereof, and such other service work as is included in the trade jurisdiction of the United Association. It is understood that service employees will be limited to start-up and service of any new installation.

SECTION 2. Mechanical service journeymen may install one (1) unit
of ten (10) tons or less, but only on jobs of no more than one (1) unit.

SECTION 3. Controls for automatic control for building HVAC systems, including electronic and digital controls, computer monitoring, hook-up, installation, including low voltage wiring, to be specified under the jurisdiction of mechanical service where applicable to service and retrofit, but not conflicting with construction agreement.

ARTICLE THREE

Area Jurisdiction and General

SECTION 1. The area covered by this Agreement shall be the entire state of Georgia except the following counties: Bryan, Chandler, Chatham, Effingham, Evans, Liberty, Long, Montgomery, Screven, Tattnall, Toombs, Treutlen and Wheeler. The area covered by this Agreement includes the South Carolina counties of Aiken, Barnwell, Edgefield and McCormick.

ARTICLE FOUR

Hiring of Employees

SECTION 1. The Union agrees at all times to furnish to the service employer duly qualified mechanical service journeymen, apprentices and tradesmen in sufficient number as may be necessary to properly execute work contracted for by the service employer in the manner and under the conditions specified in this Agreement.

ARTICLE FIVE

Union and Employer Responsibilities

SECTION 1. Specific Joint Conference Committee forms may be signed to allow:
A. Employee leaving employer within twelve months receiving specialized training at employer’s expense agrees to reimburse employer for employer paid tuition expenses.
B. Acknowledging understanding that software and/or printed matter, the exclusive property of the employer, is not to be duplicated or removed upon employee’s separation from employer.
C. Acknowledging awareness of all restrictions against deliberate venting of CFC’s. Copies of form(s) appear on last page of this Supplement.

SECTION 2. Eight hours of Mandatory Continuing Education (MCE) is required of each mechanical service journeyman, on their own time, annually in classes to upgrade their skills to receive wage increase.

A. It is expected that Journeymen are to continue to get general training on their own such as safety courses, such considered as general training and will not comply for technical training

B. Establish a labor-management committee to establish curricula.
   i. Contractors to encourage vendors to provide training
   ii. Need a minimum of a half dozen classes
   iii. Courses to be taught at the JATT
       a. Training can be attained through on-line classes provided by the JATT
   iv. Employers will be encouraged to provide technical education classes for their employees that will support and compliment the technical education initiative

C. Effective September 2010

ARTICLE SIX

Service Contractor

SECTION 1. A “Mechanical Equipment Service Contractor” shall mean any person, firm, corporation, partnership, association, trust or trustee who:

(a). Does a plumbing, heating, refrigeration and/or air conditioning service business.

(b). Possesses the general qualifications by technical training and experience in the service industry to properly direct the servicing of plumbing, heating, refrigeration and/or air conditioning systems or parts thereof; and

(c). Is regularly engaged in selling and servicing systems and parts thereof for plumbing, heating, refrigeration and/or air conditioning.

(d). For the purpose of conducting the service business described in the preceding Sections, has an established place of business with facilities for properly servicing the work described herein.
ARTICLE SEVEN

Intra Union Relationships

SECTION 1. Mechanical service journeymen will not be accepted as a plumber, steamfitter or pipe fitter journeyman unless qualified under all the apprenticeship training requirements of JATT for each of these specialties and so certified by the JATT Committee.

ARTICLE EIGHT

Hours and Overtime

SECTION 1. Hours. The standard work day shall be eight (8) consecutive hours between 6:00 a.m. and 8:00 p.m., except that employee shall be notified twelve (12) hours in advance if required to work hours other than those normally worked. Since efficiency and economy are of prime concern to the parties, the employer, at its discretion, may begin the regular day at any time between 6:00 a.m. and 9:00 a.m. At the employers’ option, the work day may be expanded to accommodate four (4) ten (10) hour days, as the work week, at regular time.

SECTION 2. If an employee is requested to be on standby other than regularly scheduled work time, the employee shall receive one (1) hour’s pay at the prevailing rate for each day or part thereof on standby in addition to any hours worked. Standby pay for weekends and holidays shall be two (2) hours per day. Any hours worked will be paid at the appropriate rate.

SECTION 3. Service Overtime. Time and one-half (1 1/2) shall be paid to service employees for service work done in excess of eight (8) hours per day (except when four (4) ten (10) hour days are selected as a workweek). An individual working any combination of regular time and overtime for a total of sixteen (16) hours shall remain on overtime until they have had six (6) hours off. It is agreed that any start up of new construction and any changes in the piping system, within the one (1) year warranty, shall be according to the construction agreement, with regard to overtime. Should a service employee be the working partner of an employee normally working under the construction agreement and performing work falling under the conditions of the construction agreement the overtime provisions of the construction agreement will
prevail. Saturday and Sunday shall be overtime and double time shall be paid for work performed on holidays.

SECTION 4. Any combination of travel time and the normal work day in excess of ten (10) hours shall be paid at time and one half (1 1/2), except when a ten (10) hour four (4) day work week is elected, in such event, any combination of travel time and the normal work day in excess of twelve (12) hours shall be paid at time and one half (1 1/2). Any hours worked shall be paid at the appropriate rate.

ARTICLE NINE

Working Conditions

SECTION 1. Any service employee after being hired and reporting for work at the regular starting time and for whom no work is provided shall receive pay for two (2) hours at the regular rate of wage, unless notified before leaving home not to report.

SECTION 2. Any employee called out on service work outside of the regular working hours shall receive two (2) hours minimum at the applicable rate.

SECTION 3(a). Employees referred to jobs shall report to a location designated by the employer. When requested to stay away from home overnight, the employees shall be reimbursed for receipts will substantiate meals and lodging at reasonable rates, which when not previously established. Employees covered by this Agreement are permitted to use their personal automobiles for transportation from home location to job and from one job to another during the workday and may transport tools and materials. Under such circumstances, employees shall receive the Standard Mileage Rate published by the Internal Revenue Service (IRS). Further changes shall be based upon this index and shall become effective at the beginning of the next pay period. There will be no discrimination against those who do not wish to use their personal automobiles. At the employer’s discretion a vehicle may be supplied for such purposes. All travel time, in excess of reasonable commuting time, before and after an employee’s normal work hours shall be paid according to Article Eight, Section 1, and such travel shall not be considered hours worked and the pay therefore shall
not be considered as pay for hours worked. Nothing attained herein is intended to prevent an employee a regular day’s fringe benefit. Reasonable commuting time shall be that time required for the employee to travel to and from job assignments within a fifty (50) mile radius of established residence (normally the employer’s local office or a designated point to which the employee is permanently assigned).

(b). Mechanical equipment service employees, while living away from home, shall be given travel expenses before leaving town. Out of town travel and living expenses will comply with IRS requirements.

SECTION 4. At no time will it be required for mechanical equipment service employees to pay for parts or materials from personal funds, except under emergency conditions. Company vehicle expenses shall not be paid from personal funds, except under emergency conditions.

SECTION 5. If the nature of the contractor’s business requires the contractor to run a criminal and/or a background check on employees, the contractor may do so. The information obtained on such checks shall be securely kept in the contractor’s office and available for viewing on the contractor’s premises by clients of the contractor, only if agreed to by the employee. Only pass/fail information may be transmitted to any third party unless the employee agrees otherwise.

ARTICLE TEN

Uniforms and Apparel

SECTION 1. If the service employee volunteers to wear uniforms, the service employer will pay 1/2 the cost and the service employee will pay 1/2 the cost of uniform and the employee’s share to be deducted from wages. Uniforms are to be turned in upon termination of employment or to obtain replacement uniforms. If wearing of uniforms is compulsory, the employer shall bear all cost.

ARTICLE ELEVEN

Working Rules

SECTION 1. In case of emergency, necessary arrangements may be made between employer and employee for transportation.
SECTION 2. The determination of who drives a service truck is the sole prerogative of the service employer.

SECTION 3. All service journeymen must comply with the City and County laws governing plumbing and heating in the area where the work is being done.

ARTICLE TWELVE

Wages

SECTION 1: Wages and Fringes are shown for all classifications on an addendum to the CBA.

SECTION 2. Apprentices shall work as intern journeymen for the fifth year.

SECTION 3. Apprentices

The Apprentice wage scales & fringes shall be that of the basic agreement (See Article 7, Section 3).

SECTION 4. Mechanical Equipment Serviceman (MES) journeyman wage shall be calculated at 80% of journeyman rate (to the nearest nickel).

The Defined Contribution is not paid on the MES.

SECTION 5(a). Class “A” Mechanical Equipment Tradesman (MET) wage shall be calculated at 65% of journeyman rate (to the nearest nickel).

(b). Class “B” Mechanical Equipment Tradesman (MET) wage shall be calculated at 45% of journeyman rate (to the nearest nickel).

(c). Fringes on the Class A & Class B Mechanical Equipment Tradesmen are the same as the fringes for the 2nd through 5th year apprentices.
ARTICLE THIRTEEN

Trust Funds

SECTION 1. In addition to all other compensation required by the terms of this Agreement, the individual Employer hereby accepts, and agrees to be bound by the Fund agreements as established and jointly administered in accordance with the collective bargaining agreement, applicable provisions of the Labor-Management Relations Act and other Federal and State laws.

ARTICLE FOURTEEN

Journeymen, Intern Journeymen, Apprentices, Tradesmen

SECTION 1. Mechanical Service Journeyman - Heating, Refrigeration and/or Air Conditioning.
A service journeyman shall mean a mechanic who has been actively engaged in learning and working at the trade of servicing mechanical equipment, which includes heating, domestic, commercial and industrial refrigeration and/or air conditioning systems, thermostatic controls, pumps, compressors, stokers, oil burners, oilers, furnaces, ovens, auxiliary power units, including all accessories and appurtenances thereof, for a period of five (5) years or more and who has proven ability to perform requisite service mechanical work, and has satisfactorily passed the same examinations as required of the service journeyman. The scope of work shall not include any type of new construction, installation or piping, except start up, test, adjust and balance.

SECTION 2. Mechanical Equipment Serviceman (MES) journeyman must have practical working experience in the residential and commercial mechanical equipment field. 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, Servicemen may assist Journeymen in the repair of centrifugal and absorption machines, screw chillers and ammonia systems. Servicemen may attain Journeyman status with sufficient training and work experience.

SECTION 3. Mechanical Service Apprentice - Heating, Refrigeration and/or Air Conditioning.
A service apprentice shall mean a person who is engaged in learning and assisting in the trade of servicing all types of mechanical equipment under the apprenticeship program, and who does not qualify as a journeyman. No service apprentice shall be allowed to work during apprentice school hours. The scope of work shall not include any type of new construction, installation of piping, except start up, test, adjust and balance.

SECTION 4. Mechanical Service Journeyman - Plumbing. A service journeyman shall mean a mechanic who has been actively engaged in learning and working at the trade of servicing, repairing and/or replacing any part of the plumbing system for a period of five (5) years or more and who has proven ability to perform requisite service plumbing work, and has satisfactorily passed the same examinations as required of the service journeyman, but this scope of work shall not include any type of new construction. Replacing of a single fixture where it cannot be repaired, will come under the jurisdiction of the Mechanical Service Journeyman - Plumbing.

SECTION 5. Mechanical Service Apprentice - Plumbing. A service apprentice shall mean a person who is engaged in learning and assisting in the trade of servicing, repairing and/or replacing any part of the plumbing system under the apprenticeship program and who does not qualify as a journeyman. No service apprentice shall be allowed to work during apprentice school hours. The scope of work shall not include any type of new construction. Replacing of a single fixture, where it cannot be repaired, will come under the jurisdiction of the Mechanical Equipment Service Apprentice - Plumbing.

SECTION 6. One service apprentice may be employed in each shop where a service journeyman is regularly employed; and the ratio of service apprentices to service journeymen may be one to one (1 to 1). This ratio may be reviewed at the termination of this Agreement.

SECTION 7. Service apprentices shall serve a training period of five (5) years and shall be identified, by title, and by the semester or year in which they are serving, that is First Year Apprentice through Fifth Year Apprentice.

SECTION 8. The Joint Apprenticeship and Training Trust shall establish the heating and refrigeration courses for the apprenticeship training
program, but the First Year Apprentice shall be required to successfully complete a course in Refrigeration Theory and whatever other training is established by the JATT.

SECTION 9. For the purpose of classification, the service employer and the business agent will recommend whether a new service employee is qualified for entrance as a service journeyman or at what point in the service apprentice program the new service employee shall start employment. This decision will be based upon their opinion of the new service employee’s experience and ability and physical fitness, as determined by interview, investigation or references and a trial working period.

If the service employee, the Union and the service employer are in agreement with the recommendation, the service employee will be so classified. If there is disagreement regarding such classification, then this matter shall be referred to the JATT. The JATT, after thorough investigation to determine the service employee’s qualifications, knowledge and ability, shall then establish the service employee’s classification and their decision shall be final.

SECTION 10. All duly qualified service apprentices shall be under the supervision and control of the JATT. The JATT shall formulate and make operative such rules and regulations as it deems necessary and which do not conflict with the specific terms of this Agreement to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified service apprentices and the operation of the adequate service apprentice system to meet the needs and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as a part of this Agreement and are to be followed by the Business Agent in assigning apprentices.

SECTION 11. A source of new employees shall be the area technical schools whose students shall be given credit toward apprentice qualification for the school training.

SECTION 12. Mechanical equipment tradesmen must be qualified to perform and shall be allowed to perform the work listed below:
Class “A” Tradesmen - All routine maintenance inspections regardless of size or location of the mechanical equipment system being inspected or maintained, where this work is done as a periodic routine service, inspection and maintenance procedure by the employer.
Class “B” Tradesmen -
(1). Filter changing and maintenance thereof.
(2). Oil and greasing.
(3). Belt adjusting or replacement.
(5). General housekeeping.
(6). Delivery and truck driving of parts or equipment truck.
(7). System monitoring under contract with customer.
(8). Sewer cleaning equipment.

SECTION 13. Mechanical tradesmen shall be limited to a ratio of one (1) tradesman to one (1) journeyman and apprentice.

ARTICLE FIFTEEN

General Provisions

SECTION 1. Emergency service will be provided when necessary to prevent loss of life, property or health, upon authorization by the Business Manager or designee. Service may be provided when deemed in the best interest of the Union and the employer.

SECTION 2. Should employees be required to report to shop at work time, time will commence and continue until a required return to shop at the end of the day.

ARTICLE SIXTEEN

Settlement of Disputes

SECTION 1. All disputes arising between the parties shall be referred to the Joint Conference Committee. The committee shall consist of ten (10) persons, five (5) selected by the Association from legitimate contractors complying with the Agreement and five (5) journeymen selected from Local Union No. 72. The committee will include one (1) service employer member that employs service journeymen and one (1) journeyman shall be a service journeyman.

SECTION 2. Any applicant for employment or any service employee covered by this Agreement seeking continuance of employment, who
feels illegally discriminated against in referral or discharge, either by
the Union or by the employer, or both, must within five (5) days file
all grounds of the grievance in writing with the Joint Conference
Committee.

ARTICLE SEVENTEEN

General

SECTION 1. A labor-management study committee to specifically
review issues associated with service technicians will be established.
Form LMJC-1.

Recognizing the Employer’s,______________________________, investment by my attending outside classes a t / i n ________________, I agree to remain in the above named company’s employment, at a rate no less than I am currently being paid, for a period of one year, unless discharged, or I agree to reimburse for their tuition costs.

Signed: _______________________________________

Date: _________________________________________

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Form LMJC-2.

Recognizing that all software and/or printed material issued to me by________________________is their exclusive property, I understand it is not to be duplicated or removed by me upon my separation from .

Signed: _______________________________________

Date: _________________________________________

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Form LMJC-3.

The undersigned states his/her awareness of federal and local restrictions prohibiting the voluntary venting of CFC’s.

Signed: _______________________________________

Date: _________________________________________
ARTICLE ONE
Scope of Work

SECTION 1. The following types of work may be performed under this Agreement.
(a) Commercial and institutional projects 250,000 square feet and under, except work for a pre-determined Davis-Bacon rate.
(b) Such other work, except industrial, by the mutual consent of both parties.

SECTION 2. Where this Agreement is silent, the conditions of the Basic Agreement shall govern.

ARTICLE TWO
Jurisdiction

SECTION 1. The area covered by this Agreement is the geographical area recognized to be within the jurisdiction of the Union bounded as follows: the Counties of Banks, Barrow, Butts, Carroll, Clarke, Clayton, Cobb, Coweta, Dawson, DeKalb, Douglas, Elbert, Fannin, Fayette, Forsyth, Franklin, Fulton, Greene, Gwinnett, Habersham, Hall, Hancock, Haralson, Hart, Heard, Henry, Jackson, Jasper, Lamar, Lumpkin, Madison, Monroe, Morgan, Newton, Oconee, Oglethorpe, Paulding, Pike, Putnam, Rabun, Rockdale, Spalding, Stephens, Towns, Union, Walton and White. In addition to the above counties, jurisdiction includes Bartow County south of the northerly city limits of the City of Cartersville, portions of Troup County north of the southerly city limits of LaGrange and portions of Meriwether County north of the southerly city limits of City of Greenville.

ARTICLE THREE
Disputes

SECTION 1. The Union, and its members, agree that they will not cause, permit or participate in any strike, picketing, slow down, refusal to cross a picket line to perform assigned work or other cessation or
interruption of work of any kind during the term of this Agreement. The Union agrees to take affirmative steps to prevent or halt any strike which violates this Section, including referring replacements upon the employer’s request for plumbers and pipe fitters that violate this Section.

ARTICLE FOUR

 Helpers

SECTION 1. Each journeyman may be assisted by a journeyman helper. Helpers will be under the direct supervision of the journeyman and will not be allowed on jobs where a journeyman is not normally present.

SECTION 2. Helpers may apply to the Joint Apprenticeship and Training Trust to become an apprentice. Their job experience and performance shall be considered in determining their qualifications for admission to the Apprenticeship Program.

ARTICLE FIVE

Union and Employer Rights and Responsibilities

SECTION 1. No individual connected with an employing concern, as owner, manager, partner, officer or member of a board of directors, after first year, shall perform any manual mechanical work. However, nothing in this rule shall be construed as preventing any individual from making a temporary repair or adjustment where an emergency exists involving a hazard to life or property.

SECTION 2. Certain qualifications, knowledge, experience and financial responsibilities are required of everyone desiring to be an employer in the mechanical industry. Therefore, an employer who contracts for mechanical work is a person, firm or corporation having

these qualifications and maintaining a permanent place of business, suitable status to meet payroll requirements and maintains a master plumbing and/or heating qualification certificate.

SECTION 3. The Union reserves the right to discipline its members for violation of its laws, rules and agreements.
ARTICLE SIX

Hiring of Employees

SECTION 1. Standards for qualified journeymen are understood to be journeymen plumbers, pipe fitters and/or refrigeration fitters who hold a license in the State, County or City in which they work or in lieu of the above, successfully passes an examination given by the Union consisting of written or oral and/or practical examination. It is agreed that the Examination Board shall have experience in the classification of work covered under this Agreement. The Examination Board will be appointed by the Business Manager.

SECTION 2. Helpers shall be hired in accordance with the provisions of the Agreement between the parties, and the referral slips shall indicate proper classification.

ARTICLE SEVEN

Hours, Wage Payments

SECTION 1. All work performed on Saturday shall be at one and one-half (1 1/2) times the regular straight time rate of pay except when weather conditions would not permit work to be performed on a regular week day, in the event a four (4) day, ten (10) hour day work week is elected, either Friday or Saturday may be used as a make-up day, Saturday being permitted when conditions beyond the employer’s control preclude Friday being worked, or the work week commencing later than Monday. The employee may work on Saturday at the straight time rate, but cannot be transferred from a weathered out job to another job for the purpose of makeup time.

SECTION 2. All work performed outside of the regularly scheduled working hours, as indicated above, and holidays shall be paid for at time and one-half (1 1/2) the regular rate of pay. An individual working any combination of regular time and overtime for a total of sixteen (16) hours shall remain on overtime until they have had six (6) hours off.

SECTION 3. No work shall be performed on Labor Day except in case
of emergency and then only after permission is granted by the Business Manager, or designee, of the Union.

SECTION 4. Wages and Fringes are shown for all classifications on an addendum to the CBA.

Wages for the Special Agreement will be based on 84% of the basic wage per 1995 IRC decision. Exception to the basic agreement: there is no crew foreman classification.

SECTION 5. The special helper wage & fringes shall be that of the basic agreement.

ARTICLE EIGHT

Trust Funds

SECTION 1. In addition to all other compensation required by the terms of this Agreement, the individual Employer hereby accepts, and agrees to be bound by the Fund agreements as established and jointly administered in accordance with the collective bargaining agreement, applicable provisions of the Labor-Management Relations Act and other Federal and State laws.

ARTICLE NINE

Supervision

SECTION 1. On all jobs requiring five (5) or more employees, one (1) shall be designated as the foreman. On all jobs requiring a foreman, the foreman shall not at the same time perform or supervise work on any other job. Additional supervision shall be at the option of the employer.

SECTION 2. Journeymen shall install all mechanical work in a safe and skilled manner and in accordance with applicable code rules and contract specifications.

SECTION 3. No employer shall enter into any private agreement for the use of any equipment, vehicle or otherwise belonging to the employee, nor shall the employer bargain with said employee relative to hours, conditions, wage rates, bonuses or any other profit sharing agreement
ARTICLE TEN

Lawn Sprinkler Contractors

SECTION 1. Employers signing this Agreement as “Lawn Sprinkler and Irrigation”, shall be limited to lawn sprinkler, irrigation work and all preparation on job site allied directly thereto including fabrication, replacement, maintenance, repair and service of such installations until such time as they qualify with a proper license and meet all other conditions of this Agreement.

The Albany Supplement to the Collective Bargaining Agreement

ARTICLE ONE

Recognition and Purpose

SECTION 1. This Agreement is a supplement to the Basic Collective Bargaining Agreement as negotiated by Plumbers and Pipe Fitters Local Union No. 72 and the Mechanical Contractors Association of Georgia. Where this Agreement is silent, the conditions of the Basic Agreement shall govern.

ARTICLE TWO

Jurisdiction

SECTION 1. The area covered by this Agreement is the geographical area recognized to be within the jurisdiction of the Union bounded as follows: The Counties of Atkinson, Baker, Ben Hill, Berrien, Brooks, Calhoun, Coffee, Colquitt, Cook, Crisp, Decatur, Dougherty, Early, Grady, Irwin, Lanier, Lee, Lowndes, Miller, Mitchell, Randolph, Seminole, Terrell, Thomas, Tift, Turner and Worth.

ARTICLE THREE

Wages and Fringes

SECTION 1. Wages and Fringes are shown for all classifications on an
addendum to the CBA.

SECTION 2. The Albany apprentice wage scales & fringes shall be that of the basic agreement.

SECTION 3. The helper wage & fringes shall be that of the

ARTICLE FOUR

Overtime

SECTION 1. All overtime shall be paid at one and one half (1 1/2) times the straight time rate.

ARTICLE FIVE

Breaks

SECTION 1. One unorganized break per day, but with a second break allowed after eight hours.

The Macon Supplement to the Collective Bargaining Agreement

ARTICLE ONE

Recognition and Purpose

SECTION 1. This Agreement is a supplement to the Basic Collective Bargaining Agreement as negotiated by Plumbers and Pipe Fitters Local Union No. 72 and the Mechanical Contractors Association of Georgia. Where this Agreement is silent, the conditions of the Basic Agreement shall govern.

ARTICLE TWO

Jurisdiction

SECTION 1. The area covered by this Agreement is the geographical area recognized to be within the jurisdiction of the Union bounded as follows: The Counties of Baldwin, Bibb, Bleckley, Crawford, Dodge,
Dooley, Houston, Johnson, Jones, Laurens, Macon, Peach, Pukaski, Sumter, Taylor, Telfair, Twiggs, Upson, Washington, Wilcox and Wilkerson.

ARTICLE THREE

Wages and Fringes

SECTION 1. Wages and Fringes are shown for all classifications on an addendum to the CBA.

SECTION 2. The Macon apprentice wage scales & fringes shall be that of the basic agreement.

SECTION 3. The helper wage & fringes shall be that of the

ARTICLE FOUR

Overtime

SECTION 1. All overtime shall be paid at one and one half (1 1/2) times the straight time rate.

The Rome Supplement to the Collective Bargaining Agreement

ARTICLE ONE

Recognition and Purpose

SECTION 1. This Agreement is a supplement to the Basic Collective Bargaining Agreement as negotiated by Plumbers and Pipe Fitters Local Union No. 72 and the Mechanical Contractors Association of Georgia. Where this Agreement is silent, the conditions of the Basic Agreement shall govern.

ARTICLE TWO

Jurisdiction

SECTION 1. The area covered by this Agreement is the geographical
area recognized to be within the jurisdiction of the Union bounded as follows: The Counties of Chattooga, Cherokee, Floyd, Gilmer, Gordon, Murray, Pickens, Polk and Bartow, north of the Cartersville City Limits.

ARTICLE THREE

Wages and Fringes

SECTION 1. Wages and Fringes are shown for all classifications on an addendum to the CBA.

SECTION 2. The Rome apprentice wage scales & fringes shall be that of the basic agreement.

SECTION 3. The helper wage & fringes shall be that of the basic agreement.

SECTION 4 (a). Class “A” Pipe Tradesman wage shall be calculated at 65% of journeyman rate (to the nearest nickel).

SECTION 6. The Rome rate includes the hourly rates of pay of the journeymen, foremen and general foremen for that work being performed in the Anheuser Busch Plant, Birmingham Steel, International Paper-(Board & Chip Plants), Metal Container, Unilever, Georgia Power Plants: Bowen & Hammond and any other industrial project mutually agreed upon between MCAG and LU 72 in Bartow and Floyd Counties will be identical to these rates and fringes.

SECTION 7. Commercial wage rate to be 80% of scale. Or Work that was being performed under the lower Rome rate from the 2007-2010 CBA shall be based on 84% of the journeyman scale from basic agreement
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 crafts 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, journey workers 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 material are readily available in a timely manner
- Provide proper storage for contractor and employee tools
- Provide the necessary leadership and problem-solving skills to jobsite Supervision
- 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 contactors, 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 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.