

AGREEMENT

between

**EAST CENTRAL OHIO MECHANICAL CONTRACTORS
ASSOCIATION**

and

**UNITED ASSOCIATION OF PLUMBERS, PIPEFITTERS,
REFRIGERATION LOCAL UNION NO. 94 CANTON, OHIO**

Effective MAY 1, 2021

Expiration Date APRIL 30, 2024

EFFECTIVE MAY 1, 2021
EXPIRATION DATE APRIL 30, 2024

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AGREEMENT

This Agreement made and entered into at Canton, Ohio effective the 1st day of May, 2021 by and between the East Central Ohio Mechanical Contractors Association, Inc., as authorized agent for its employing master plumber members (hereinafter referred to individually and collectively as “Employer”) and United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local 94, (hereinafter referred to as “Union”) as authorized agent for its Journeymen and Apprentices, who are hereafter referred to collectively as “Employees.”

In consideration of the mutual and several promises of the respective parties to this Agreement, the parties hereto agree, as follows:

PURPOSE

This Agreement is made for the purpose of eliminating strikes, boycotts, lockouts and stoppages of work and providing for the standards of hours, wages and conditions of employment in the plumbing, heating, air conditioning, refrigeration and pipefitting industry that are covered by this Agreement.

ARTICLE I: DEFINITIONS

- A. Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine gender in all situations where they would so apply.
1. EMPLOYEE - The term “employee” shall mean a journeyman or apprentice plumber, steamfitter, pipefitter, air conditioning or refrigeration man employed by an Employer and engaged in the work set forth in Article III which is part of this Agreement.
 2. JOURNEYMAN - The term “journeyman” shall mean a plumber, steamfitter, pipefitter, air conditioning or refrigeration man who has been engaged in the work set forth in Article III for five (5) or more years.
 3. APPRENTICE - The term “Apprentice” shall mean a person who has been accepted by the Joint Apprenticeship Committee for training to become a Journeyman Plumber, Pipefitter, Steamfitter, Air Conditioning or Refrigeration man, and who has subscribed to the terms and conditions set forth in the Apprenticeship Standards referred to in Article VII which Standards are a part of this Agreement by reference.
 4. EMPLOYER - The term “Employer” shall mean a) any Contractor engaged in the work set forth in Article III who has authorized the Association to serve as bargaining agent and to sign this Agreement on his behalf; and b) any Contractor engaged in the work set forth in Article III who signs a Memorandum Agreement with the Union agreeing to be bound by this Agreement.

ARTICLE II: RECOGNITION

- A. The employer recognizes the Union as the sole and exclusive bargaining representative as defined in Article I, for all Journeymen and Apprentices in the employ of the Employer with respect to wages, hours and other terms and conditions of employment in the plumbing, heating, air conditioning, refrigeration and pipefitting industry, including the construction, repair and maintenance work, in the Canton, Ohio area and such other territory as comes within the territorial jurisdiction of the Union. The jurisdiction includes Stark and Wayne Counties, along with the following Townships in Carroll County; Ross, Munroe, Union, Lee, Orange, Perry and London.

- B. The Union and the Association agree that the Union may enter into separate contracts with individual Employers for an individual project if the Union believes that a separate contract is in its best interest to compete with other work forces bidding for work on such project. The Union and the Association agree, however, that such separate contracts shall not be offered by the Union to any contractor that is not signatory to or bound to this Agreement. The Union and the Association further agree that any separate agreements issued under this paragraph shall not be deemed a violation of any of the provisions of this Agreement. The issuance of separate contracts by the Union shall be offered unilaterally to all contractors, upon request. The refusal of the Union to issue such separate contracts shall not be deemed a violation of this Agreement, and shall not be open to challenge in any form by the employer.

- C. The parties hereto recognize that individual Contractor members of the Association Employers may hereafter enter into Agreement with Local 94 which provides for individual rate of pay for certain types of residential, mechanical, equipment, service and maintenance work. The parties agree that the making of such separate Agreements is not inconsistent with the obligations and terms of this Agreement.

ARTICLE III: TRADE OR WORK JURISDICTION

- A. The trade or work jurisdiction of the Union shall include all work by any employees, as defined in Article I, Paragraph A(1), who are represented by the Union under this Agreement and who are engaged in the installation of plumbing and/or pipefitting systems and any components thereof. The term "installation", as used herein, shall mean and include all installations of any nature fabrication, assembling, erection, repairing, reconditioning, altering, servicing, handling, unloading at job sites, all tying-on methods (including all hangers, pipe and equipment supports of all descriptions), all temporary piping, all standby work required by any Owner or Employer (or any agent thereof or mechanical contractor) at the start-up of mechanical systems, the dismantling and removal (completely or in part) of any plumbing and/or pipefitting systems and their components (except for scrap which remains after such systems have been completely dismantled and removed to floor level), and all other work included in the trade jurisdiction of the United Association of Plumbers, Pipefitters, and Refrigeration.
- B. In recognition of the above work jurisdictional claims, it is understood that the assignment of work is the prerogative of the Employer and the settlement of jurisdictional disputes with other Building Trades organizations shall be adjusted in accordance with the procedure established by the National Joint Board or any successor agency of the Building Trades Department.
- C. Factory assembled fan coil or package units containing factory manufactured control packages or assemblies (including shut-off valves) when delivered to job site and when located within the confines or attached to a unit, shall be installed as a complete unit when, in the judgment of the Employer, the requirements of the specific job so dictates.
- D. All pipe 2" and under shall be fabricated by Local 94 members. All pipe over 2" not fabricated by members of Local 94 must have a U.A. Union Label. The following is the jurisdiction of work of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada:
- 1) All piping for plumbing, water, waste, floor drains, drain grates, supply, leader, soil pipe, grease traps, sewage and vent lines.
 - 2) All piping for water filters, water softeners, water meters and the setting of same.
 - 3) All cold, hot and circulating waterlines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, whirlpools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above mentioned equipment.
 - 4) All water services from mains to buildings, including water meters and water meter foundations.
 - 5) All water mains from whatever source, including branches and fire hydrants, etc.
 - 6) All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm sewers, septic tanks, cesspools, water storage tanks, etc.
 - 7) All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and washrooms, shower stalls, etc.

- 8) All bathroom, toilet room and shower room accessories, i.e., as towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.
- 9) All lawn sprinkler work, including piping, fitting, and lawn sprinkler heads.
- 10) All sheet lead lining for X-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipefitting industry.
- 11) All fire stand pipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories, and all piping for sprinkler work of every description.
- 12) All block tin coils, carbonic gas piping, for soda fountains and bars, etc.
- 13) All piping for railing work, and racks of every description, whether screwed or welded.
- 14) All piping for pneumatic vacuum cleaning systems of every description.
- 15) All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil or gas used in connection with railway cars, railway motor cars, and railway locomotives.
- 16) All marine piping, and all piping used in connection with ship building and ship yards.
- 17) All power plant piping of every description.
- 18) The handling, assembling, and erecting of all economizers, super-heaters, regardless of the mode or method of making joints, hangers, and erection of same.
- 19) All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc.
- 20) All soot blowers and soot collecting piping
- 21) The setting, erecting and piping for all smoke consuming and smoke washing and regulating devices.
- 22) The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards, and other controls, used in connection with power heating, refrigerating, air conditioning, manufacturing, mining and industrial work.
- 23) The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers, and all piping for same in power houses, distributing and boosting stations, refrigerating, bottling, distilling and brewing plants, heating, ventilating and air conditioning systems.
- 24) All piping for artificial gases, natural gases, and holders and equipment for same, chemicals, mineral, and by-products, and refining of same, for any and all purposes.
- 25) The setting and erecting of all underfed stokers, fuel burners, and piping, including gas, oil, power fuel, hot and cold air piping, and all accessories and parts of burners and stokers, etc.
- 26) All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories, and appurtenances and regulating devices, etc.
- 27) The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, and mixing devices, and piping thereto of every description.
- 28) The setting, erecting and piping of all cooling units, pumps, reclaiming systems and appurtenances in connection with transformers and piping to switches of every description.

- 29) All fire extinguishing systems, and piping, whether by water, steam, gas, or chemical, fire alarm piping and control tubing, etc.
- 30) All piping for sterilizing, chemical treatment, deodorizing and all cleaning systems of every description, and laundries for all purposes.
- 31) All piping for oil, or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.
- 32) All piping for power, or heating purposes, either by water, air, steam, gas, oil, chemicals, or any other method.
- 33) All piping, setting and hanging of all units and fixtures for air-conditioning, cooling, heating, roof cooling, refrigerating, ice making, humidifying, dehumidifying, dehydrating, by any method, and the charging and testing, servicing of all work after completion.
- 34) All pneumatic tube work and all piping for carrying systems by vacuum, compressed air, steam, water, or any other method.
- 35) All piping to stoves, fire grates, blast and heating furnaces, ovens, driers, heaters, oil burners, stokers, and boilers and cooking utensils, etc., of every description.
- 36) All piping in connection with central distributing filtration treatment stations, booster stations, waste and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, and aeration basins.
- 37) All process piping for refining, manufacturing, industrial and shipping purposes of every character and description.
- 38) All air piping of every description.
- 39) All temporary piping of every description in connection with building and construction work, excavating and underground construction.
- 40) The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduits and boxes, used in connection with pipefitting industry.
- 41) The handling and setting of boilers, setting of fronts, setting of soot blowers, and attaching of all boiler trimmings.
- 42) All pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts, and water lines and booster stations of every description.
- 43) All acetylene and arc welding, brazing lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints, or any other mode or method making joints in connection with the pipefitting industry.
- 44) Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.
- 45) All methods of stress relieving of all pipe joints made by every mode or method.
- 46) The assembling and erecting of tanks, used for mechanical, manufacturing, or industrial purposes, to be assembled with bolts, packed, or welded joints.
- 47) The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipefitting industry.
- 48) The operation, maintenance, repairing, servicing and dismantling of all work installed by Journeymen members of the United Association.
- 49) All piping for cataracts, cascades, (i.e., artificial waterfalls), make-up water fountains, captured waters, water towers, cooling towers, and spray ponds, used for

- industrial, manufacturing, commercial, or for any other purposes.
- 50) Piping herein specified means pipe made from metals, tile, glass, rubber, plastic, wood, or any other kind of material, or product manufactured into pipe, usable in the pipefitting industry, regardless of size or shapes.

ARTICLE IV: UNION SECURITY AND REFERRAL

- A. All Employees who are now members of the Union or who hereafter may join the Union shall maintain their membership therein in GOOD STANDING as a condition of employment. All present Employees who are not members of the Union and all new Employees shall become members of the Union not later than the eighth (8th) day following the beginning of their employment, or the signatory date of this Agreement, whichever shall be later, and shall thereafter maintain their membership therein in GOOD STANDING as a condition of their employment for the duration of this Agreement.

UNION CONTRACT CLAUSE

- B. All employers shall first secure applicants for employment as journeymen through the Referral System appearing in Article X of this Agreement. If there are not applicants, the employer shall not be prevented from securing applicants from other sources.
- C. Apprentices shall be employed through this Agreement, but shall be registered and controlled by the Joint Apprenticeship Committee as provided in Article VII, Paragraphs A,B, and C.
- D. The Union agrees to hold each employer and the Association harmless from any money damages or penalties assessed against any of them by the National Labor Relations Board, or otherwise, for any deviation by the Union from the provisions of the referral system. Provided further, that nothing contained in this paragraph shall be construed to obligate the Union to identify any employer or the Association for liability caused, in whole or in part, by any action or inaction of the employer, or the association, with respect to any aspect of the referral system.
- E. Either party of this Agreement shall have the right to re-open negotiations pertaining to Union Security when the Federal Laws applicable thereto have been changed by giving the other party 60 days written notice.

ARTICLE V: WAGES, HOURS, WORKING CONDITIONS

- A. The wage rate and fringe benefits for Journeyman Plumbers, Pipefitters, and Refrigeration Fitters effective May 1, 2021 through April 30, 2022 Midnight, shall be as follows:

\$36.33 per hour Basic Taxable Pay Rate
- 10% of Basic Taxable Pay Rate for Statement Savings
- 4% of Basic Taxable Pay Rate for Dues Check-Off
-.40 per hour for each hour paid for Holiday Fund
-.15 per hour for each hour paid for the Building Fund
-.30 per hour for each hour worked Target Fund
\$6.30 per hour for each hour Paid for 94 Retirement Fund
\$8.83 per hour for each hour Paid for Health and Welfare
\$6.19 per hour for each hour Worked for National Pension
.77 per hour for each hour Worked for Training Fund
.10 per hour for each hour Worked for Int. Training Fund
.09 per hour for each hour Worked for Industry Promotion

\$58.61 Gross Package

The prevailing Supervision Rates are as follows:

Foreman: \$2.50 per hour over and above Basic Journeyman Rate

Area Foreman: \$2.75 per hour over and above Basic Journeyman Rate

Gen. Foreman: \$3.25 per hour over and above Basic Journeyman Rate

2022

Wages of Journeyman Plumbers Pipefitters, and Refrigeration Fitters shall be increased by One Dollar and Thirty Cents (\$1.30) per hour beginning May 1, 2022 and shall remain in effect through April 30, 2023.

2023

Wages of Journeyman Plumbers, Pipefitters, and Refrigeration Fitters shall be increased by One Dollar and Thirty Cents (\$1.30) per hour beginning May 1, 2023 and shall remain in effect through April 30, 2024.

- B. **HOURS:** The regular work day shall consist of eight (8) consecutive hours between 6:00 A.M. and 5:00 P.M. A one-half hour lunch period will be allowed between 10:00 A.M. and 1:00 P.M. If the employer requires work through the regularly scheduled lunch period, the Employee will be paid at the overtime rate with time allowed later for eating lunch, on projects of five (5) men or more. The parties recognize, however, that customer rules may require modifications in starting and quitting times which can be agreed upon by the

Employer and the Business Representative. The regular work week shall consist of forty (40) hours worked, Monday 12:01 A.M. through Friday 12:00 midnight, inclusive, with the exception of Holidays hereinafter provided. The foregoing daily and hourly working schedule shall be the regular work pattern for all Employees.

C. **OVERTIME**

1. Overtime shall consist of time worked in excess of eight (8) hours on any regular work day, or forty (40) hours in any work week, or time worked after 5:00 P.M. when the normal starting time is modified due to customer requirement, with the exception hereinbefore stated. Such overtime work shall be compensated for at time and one-half (1½) the regular rate of pay. Any employee required to work continually in excess of eight (8) hours shall be paid at this overtime rate until relieved. There shall be no pyramiding or duplication of overtime as a result of this provision and/or any other provision of this Agreement giving more than straight time for hours worked.
2. All times worked between Friday 12:00 midnight through Sunday 12:00 midnight shall be paid at the double time rate with the following exception: the first eight (8) hours worked from Saturday, 7:30 a.m. through 4:30 p.m., which shall be paid at time and one-half (1½) the regular rate of pay.

D. **INDUSTRIAL RATE**

1. Effective May 1, 2017, all employees performing work at oil refineries, oil and gas industrial sites, transmission piping, powerhouse sites, scheduled heavy industrial shut downs, and emergency outages that shut down production (these outages include work at foundries, casting plants and steel mills) shall receive \$4.00 per hour in addition to the Building Trades Wage Rate in this contract. For example, effective May 1, 2017, employees performing work at the above sites shall be paid \$39.23 per hour (\$35.23 Basic Taxable Pay Rate + \$4.00 per hour Industrial Rate Premium).
2. The Industrial Wage Rate Premium in this Paragraph D.1 shall not be payable for any service work (as defined in the National Service & Maintenance Agreement) or any work in food processing plants. The Business Manager shall have the discretion to alter the payment of the Industrial Wage Rate Premium for industrial work performed on sites other than those referred to above. Provided, however, the Business Manager must notify the Employer, in writing, and prior to the time such work is bid, of his decision to require the payment of the Industrial Wage Rate Premium on such other industrial site work.

E. **HOLIDAYS**

1. The following days, or the days set aside for their observance, shall be considered as Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day,

Thanksgiving Day and Christmas Day, and any work performed on these days shall be considered as overtime hours and shall receive double time rate of pay. When any of the above Holidays falls on Sunday, the following Monday shall be observed as the Holiday and any hours worked on such Monday shall be paid at double time rate of pay.

2. It is hereby agreed between the parties that all employers doing work within the jurisdiction of Local 94, who are employing employees through Local 94, shall deduct forty cents (\$.40) from the gross taxable wage for each hour paid to Journeymen and Apprentices into the Holiday Fund.
3. Contributions for the Holiday Fund shall be based on hours PAID and overtime hours credited to said fund, i.e., 1 1/2 hours credited service on time and one-half and two (2) hours credited service on double time.
4. It is further agreed that each Employer shall make such payments once each month into such funds to be postmarked not later than the 15th day of the month following the month that the employees worked the hours. If the contribution is not postmarked by the 15th (Monday following if the 15th falls on Saturday or Sunday) of the month following deduction, a ten percent (10%) delinquency assessment will apply. The delinquency assessment shall be paid to the Holiday Fund.

F. **SHIFT WORK**

1. Shift work may be performed at the option of the Employer. However, when shift work is performed, it must continue for a period of not less than five (5) consecutive days. The hourly rate foremen on the second shift shall be fifteen percent (15%) over and above the basic hourly rate. The hourly rate for men on the third shift shall be twenty-five percent (25%) over and above the basic hourly rate. The Employees on the second or third shifts shall not exceed the number on the first shift. When there are three shifts working, such shifts shall be eight (8) hours each and Employees will be paid for a lunch period within eight (8) hour period which will be a maximum of fifteen (15) minutes long.
2. When only two (2) shifts are involved, the starting time on the first shift shall be 7:00 A.M. and conclude at 3:30 P.M. The starting time on the second shift shall be 3:30 P.M. and conclude at 12 midnight. The above supersedes any portion of Paragraph B above. Both shifts shall have an unpaid one-half (1/2) hour allowed for lunch. In the event a second or third shift of any regular work day shall extend into an overtime period, the Employees will be paid at the regular shift rate. Work in excess of eight (8) hours per shift will be paid at overtime rate, including the shift premium rate.
3. In lieu of time and one-half, fifteen percent (15%) shift differential may be paid for those hours other than normal (6:00 A.M. to 5:00 P.M.) Monday through Friday if the following conditions are met prior to the bidding of work:

- a. Employer must have the approval of Local 94 to perform the work.
 - b. Work must be non-industrial related.
 - c. Work must be remodeling of offices or institutional buildings.
 - d. Work must be in an occupied area.
 - e. Work must be an owner requirement.
- G. Employees shall be paid once each week, no later than the regular quitting time on pay day, which in no event shall be later than the Friday following the work week in which such wages are earned. All wages must be paid on a company payroll check. The pay stub shall clearly indicate all wages, hours worked and deductions itemized. Any employee not receiving pay during the working hours on payday, must be paid waiting time of three (3) hours per waiting day.
- H. Employees discharged shall be paid in full at the time of discharge; those leaving work of their own accord shall be paid on the regular payday.
- I. When an Employee's employment is terminated, the employer must notify the Business Manager the reason for termination.
- J. In the event a Contractor defaults on check payment, he will automatically be required to pay in cash from that date.
- K. As an option, both the Employee and Employer must agree to electronic direct deposit of paychecks before it shall be implemented. The Employee shall provide the Employer with the name of the financial institution of his/her choice and his/her account number. The Employer shall mail a paycheck stub to the Employee weekly, clearly indicating all wages, hours worked and itemized deductions. When an Employee is laid off or discharged, that Employee shall be paid in full with a company payroll check at the time of lay-off or discharge. No electronic paycheck shall be issued at time of lay-off or discharge. All other provisions as set forth in paragraph G above shall apply.
- L. **SUPERVISION**
- 1. All supervisors shall be Journeymen members referred by Local 94.
 - 2. The appointment of Journeymen as Foreman, Area Foreman, and General Foreman is the responsibility of the Employer. It is recognized that the following is past practice in the area, and it is further recognized that the actual designation of Foreman and Supervisors is the prerogative of the Employer. Variations from the following schedule, by reason of economic conditions, may be negotiated between the Business Representative and the Employer.
 - 3. The appointment of Journeymen as Foreman, Area Foreman, General Foreman is the responsibility of the Employer. When a Journeyman is requested from the out of work list as a Foreman for the Contractor, he shall be paid Foreman's rate for a

minimum of thirty (30) days or the duration of the job he/she was hired for.

4. On a job requiring three (3) employees, one Journeyman referred by Local 94 shall be designated as the Foreman. A job requiring a crew of three or more, but not to exceed ten (10) employees, shall have a foreman for each crew of ten (10) employees or fraction thereof.
5. A job requiring three (3) Foremen shall have an Area Foreman in charge, and an additional Area Foreman shall be put on for each additional three (3) Foremen or fraction thereof.
6. A job requiring four (4) Foremen shall have two Area Foreman and a General Foreman in charge.
7. A General Foreman shall have charge of no more than three. Area Foremen and nine (9) Foremen. A Foreman may work with the tools.

SUPERVISION CHART

REGULAR TIME:

- Foreman: \$2.50 per hour over Journeyman rate.
- Area Foreman: \$2.75 per hour over Journeymen rate.
- General Foreman: \$3.25 per hour over Journeyman rate.

TIME AND ONE-HALF

- Foreman: \$3.75 per hour over Journeyman rate.
- Area Foreman: \$4.12 per hour over Journeymen rate.
- General Foreman: \$4.88 per hour over Journeyman rate.

DOUBLE TIME

- Foreman: \$5.00 per hour over Journeyman rate.
- Area Foreman: \$5.50 per hour over Journeymen rate.
- General Foreman: \$6.50 per hour over Journeyman rate.

8. No Employer shall be requested or compelled by the Union or by an Employee to pay a higher rate than set forth above, provided, however, that this shall not be construed so as to require any reduction in rate differentials, which are in effect on the date thereof.
9. Payment for the time in travel and reimbursement for expenses incurred by Employees in connection with their work shall be made pursuant to the provisions of Article VI.
10. Whenever the Employer is required under provisions of this Article to reimburse an Employee for expenses, such reimbursements shall be made at least once each week. It is understood that where reference is made herein to use of an Employee's

vehicle, it is intended that such use be for Employee transportation only.

M. OSHA 30 Language

At the request and/or demand of customers and in the interest of a safe and healthy workplace for our employees all Local 94 Building Trades Journeymen and Building Trades Apprentices must satisfactorily complete an approved online or in person OSHA 30 Course to be eligible to work for Local 94s signatory Contractors. This is a jobsite qualification.

This course must be on the members own time (no wages or fringes) but the fee for the in-person OSHA 30 class at the JATC and the online class (competitively priced) will be paid for by ECOMCA and must be completed by April 30, 2023. After this date, Local 94 and the Joint Conference Committee will review the list and all employees who do not have an OSHA 30 card will be terminated or will not be eligible for dispatch as of 4/30/2023.

Each member shall be required to carry their OSHA 30 card which also must be on file at Local 94. Local 94 will be the official record keeper.

Travelers working on projects in Local 94 jurisdiction will be allowed to work up to 30 days on said project without being required to carry an OSHA 30 card.

Any member or members still in employ of an ECOMCA Contractor at the two (2) year deadline may stay in employment at such contractor but to stay in employ such contractor will pay wages and benefits to a member or members of equal number on the list that has met the requirements of the language.

ARTICLE VI: TRAVEL

A. TRAVEL FROM SHOP TO JOB, JOB TO JOB, AND JOB TO SHOP DURING COURSE OF WORK

1. All hours spent in traveling from shop to job, job to job, and job to shop, during the course of the work day, shall be considered as hours worked for all purposes and shall be compensated for. When Employees are required to use their own vehicles in the course of such travel, they shall be compensated at the current IRS mileage allowance for the use of their vehicles. When employees are required to use public transportation in the course of such travel, they shall be reimbursed for expenses so incurred. When public transportation is not available, the Employer shall provide transportation.

B. TRAVEL BETWEEN HOME AND JOB SITES LOCATED OUTSIDE JURISDICTION OF LOCAL 94.

1. When Employees are engaged in work on jobs located outside of the jurisdiction of Local 94, they shall be granted a reasonable allowance as reimbursement for expenses incurred in connection with their work on such jobs. Such allowance shall include reimbursement (at the rates hereinbefore set forth) of expenses incurred by the Employee in traveling from his home to such job site and in returning from such job site to his home or may include a reasonable amount for Room and Board expense when such expense is actually incurred. This amount shall include one (1) round trip at the beginning of and at the completion of the job. (It is understood any additional travel by an Employee when he is being reimbursed for Room and Board shall be at his own expense.) Each separate phase of the job, i.e., roughing and finishing, if not continuous, shall be considered a separate job. Hours spent by an Employee in traveling from his home to such job and returning shall not be considered as hours worked for any purpose and Employees shall not be compensated for mileage as set forth in Paragraph A above.

ARTICLE VII: APPRENTICESHIP

- A. The rate of pay for Apprentices shall be based on the foregoing wage rate for Journeymen, according to the scales set out in Article VII, Paragraphs N and O, which scale shall remain in effect unless changed by the Joint Apprenticeship Committee to comply with Federal and/ or State regulations. The Voluntary Statement Savings Plan provision may apply to Apprentices.
- B. Apprentices hired before 5/1/2017 shall receive a contribution of Fifty Cents (.50 cents) per hour WORKED to the United Association National Pension Fund once they have completed their Probationary Period.
- C. All apprentices hired before 5/1/2017 shall receive an hourly contribution of 5% of the hourly Journeyman Basic Taxable Wage Rate per hour PAID to the Local 94 Retirement (Annuity) Plan.
- D. For all Apprentices accepted into the Apprenticeship Program on or after May 1, 2017, the Employer will contribute an amount to the Plumbers & Pipefitters Local 94 Retirement Fund (“Retirement Fund”) and/or the National Pension Fund (“Pension Fund”) equal to the wage reduction imposed on Apprentices under Article VII, Paragraph N and in accordance with the terms set out in this Article. This Employer contribution rate will be recalculated (at 1750 hrs) on an annual basis through the term of this contract until all apprentices, accepted into the Apprenticeship Program prior to May 1, 2017, have completed the Program. Accordingly, the Employer contribution effective May 1, 2017 shall be \$.88 per hour for apprentices in years 1-3 of the Program and \$2.64 per hour for apprentices in years 4-5 of the Program. These Employer contribution rates shall be in addition to the \$1.76 per hour presently being contributed to the Retirement Fund under Paragraph A.4.
- E. For apprentices hired on or after 5/1/2017 in years 1-3 of the Program, the total employer contribution to the Retirement Fund shall be 50% of the required contribution to the Retirement Fund for Journeymen. If all of the \$.88 per hour, referenced in Paragraph (D) above, is not required to meet this 50% threshold, any excess will be contributed to the Pension Fund in addition to the Employer contribution of \$.50 per hour required by Paragraph B above.
- F. For apprentices hired on or after 5/1/2017 in years 4 and 5 of the Program, the total Employer contribution to the Retirement Fund shall be 75% of the required contribution to the Retirement Fund for Journeymen. If all of the \$2.64 per hour, referenced in Paragraph D above, is not required to meet this 75% threshold, any excess will be contributed to the Pension Fund in addition to the Employer contribution of \$.50 per hour required by Paragraph B above.
- G. If, during any contract year, the apprentice wage rate increases, or the Journeymen contribution rate to the Retirement Fund increases, the Employer contributions required under this Article shall be adjusted accordingly.

- H. The Joint Apprenticeship Committee composed of representatives of the Union and the Association, shall register and control apprentices in accordance with the “Manual of Procedure for Establishing Joint Plumbing Apprenticeship Standards”, as amended from time to time by the parties.
- I. Apprentices shall be properly registered before commencing their apprenticeships and shall, as condition of employment, satisfy the requirements of the Joint Apprenticeship Committee, provided that the Committee shall not have the power to impose a more restrictive form of union security that is set forth in Article IV hereof, or any conditions which are either unlawful or inconsistent with any provisions of the Agreement.
- J. The Employer may employ a total of two (2) Apprentices for the first Journeyman that is steadily employed and working for the Employer. The Employer may employ a total of three (3) Apprentices for four (4) Journeymen that are steadily employed and working for the Employer. The Employer may employ a total of four (4) Apprentices for six (6) Journeymen that are steadily employed and working for the Employer. The Employer may employ a total of five (5) Apprentices for nine (9) Journeymen that are steadily employed and working for the Employer. The Employer may employ a total of six (6) Apprentices for eleven (11) Journeymen that are steadily employed and working for the Employer. Thereafter, the Employer may employ one additional Apprentice for every additional three (3) Journeymen that are steadily employed and working for the Employer.
- K. Apprentices will be under direct Journeyman supervision at all times.
- L. Self-employed contractors shall be eligible to hire two (2) apprentices, who shall be directly supervised by the contractor or a journeyman.
- M. The J.A.T.C. coordinator will receive a referral notice from the Union upon the employment of an Apprentice.
- N. Apprentice wage rates for Apprentices indentured on or after May 1, 2017:

1 st year Apprentice	40% of the applicable Wage Rate
2 nd year Apprentice	50% of the applicable Wage Rate
3 rd year Apprentice	60% of the applicable Wage Rate
4 th year Apprentice	70% of the applicable Wage Rate
5 th year Apprentice	80% of the applicable Wage Rate

- O. Apprentice wage rates for Apprentices indentured prior to May 1, 2017:

First 6 months	40% of the applicable Wage Rate
Second 6 months	45% of the applicable Wage Rate
Third 6 months	50% of the applicable Wage Rate
Fourth 6 months	55% of the applicable Wage Rate
Fifth 6 months	60% of the applicable Wage Rate
Sixth 6 months	65% of the applicable Wage Rate

Seventh 6 months	75% of the applicable Wage Rate
Eighth 6 months	80% of the applicable Wage Rate
Ninth 6 months	85% of the applicable Wage Rate
Tenth 6 months	90% of the applicable Wage Rate

- P. The Joint Apprenticeship Committee shall require the current employer of each apprentice to review the advancement of that apprentice each six (6) month period.

ARTICLE VIII: GRIEVANCE PROCEDURE

- A. There shall be continued by the parties to this Agreement, a Joint Conference Board consisting of six (6) members, three (3) of whom shall be appointed annually by the Union, and three (3) by the East Central Ohio Mechanical Contractors Association, Inc. This Joint Conference Board shall have a minimum of two (2) meetings per year.
- B. In the event that any dispute arises between the Employer and the Employees, or between the Employer and the Union, as to the interpretation or application of the Agreement, or if any grievance arises during the term of this Agreement, there shall be no lockout or strike, or other cessation of work without first submitting any and all grievances to the following grievances procedure.
- C. In the event that the particular grievance relates to the conditions on any job or in a particular shop, the affected Employee or Employees shall first appeal to the Steward of that job who will attempt to dispose of the matter through discussion with the Employer.
- D. Failing to settle the dispute, as outlined in Paragraph C, the grievance shall be considered by the Union Representative and Officer of the Employer who shall attempt to dispose of the matter.
- E. In the event that a grievance arises under this Agreement, and is not disposed of in the preliminary step referred to above, the aggrieved party or parties shall submit such grievance, in writing, to the Joint Conference Board. The President, Secretary or any three members of the Joint conference board, shall call a meeting within twenty-four (24) hours to dispose of the grievance.
- F. The Joint Conference Board shall summon all interested persons to attend such meeting. This twenty-four (24) hour time limitation may be waived by the mutual agreement of the parties. The Joint Conference Board shall hear the grievance and all evidence of the parties to the Grievance wish to present. By a majority vote of the members of the Joint Conference Board that are present to resolve the grievance, the grievance shall be disposed of. If the grievance is sustained in any respect, the award of the Joint Conference Board shall be Effective as of the date the grievance occurred. The decision of the Joint Conference Board with respect to any grievance shall be final and binding on all parties.
- G. In the event that the Joint Conference Board fails by a majority vote of those members present to dispose of any grievance referred to it, the Board, upon the request of any party to the grievance, shall submit the controversy to an impartial arbitrator. Such request for arbitration must be made, in writing to the Joint Conference Board within ten (10) days of the time that it is unable to resolve the grievance. If the Joint Conference Board is unable to agree upon an arbitrator to dispose of the grievance within fifteen (15) days of receiving a request for arbitration, the Joint Conference Board shall then request that an arbitrator familiar with the mechanical contracting industry be supplied by the American Arbitration Association under its rules.

- H. All evidence in the particular controversy shall be submitted to such an arbitrator and his decision shall be final and binding on all parties concerned.
- I. The arbitrator shall render a decision within sixty (60) days after the matter has been submitted to him. The cost of such arbitration shall be shared equally by the Union and the employer or employers that are directly involved. Failure to render a decision within this sixty (60) day period of time will absolve the parties to the grievance of any liability for any fees that may be assessed by the arbitrator.

ARTICLE IX: GENERAL PROVISIONS

- A. The Employer shall furnish all tools and equipment necessary to do a plumbing and/or pipefitting job, with the exceptions in the following subparagraph of this Agreement. The Employer shall furnish all special protective garments such as safety hats, flash goggles, safety glasses, welders' leathers, acid resistant clothing, acid resistant boots, and safety devices required to perform special work. All equipment to comply with OSHA. Raincoats or rain suits, safety hat liner to be furnished in inclement weather when the Employee is instructed to work by the Employer or his representative.
- B. Employees are required to furnish channel lock pliers, six-foot rule, and torpedo level.
- C. It is mutually agreed that the Association and the Union shall abide by all of the laws of the United States and the State of Ohio, and lawful orders thereof, in non-discrimination, and fair employment practices. The Association nor the Union shall discriminate against, nor limit employment opportunities of, any employee, applicant for employment, or applicant for union membership or apprenticeship training because of race, color, religion, sex, national origin, or ancestry. The Employer agrees to adopt the Federal Occupational Safety Health Act of 1970 and as amended from time to time. This is to apply to all Construction work. The parties signatory to this Agreement reserve the right to work only on projects which apply with the above code. Both the Union and the Association agree that it is important for all members to receive the OSHA ten-hour safety training course.
- D. This Agreement is not intended to and shall not be construed as creating or imposing upon the Union any state common law duties or to impose upon the Union any responsibilities for the employer's maintenance of the job safety requirements of this contract.
- E. Journeymen and Apprentices shall have and maintain any licenses necessary for working for the employer, and shall not act in violation of the applicable license laws to the injury of the employer. In instances where county or municipal governments require licenses, the Union shall furnish men only to employers who are licensed in such county or municipality. The Union will also furnish men to recognized Plumbing and Heating contractors where licenses are not required so long as such employer is a legitimate plumbing, heating and cooling contractor. All employers that are bound by the provisions of this Agreement shall provide workers' compensation insurance coverage through the State of Ohio, or through a company authorized to do business in the State of Ohio. Such employers also shall make necessary contributions and premium payments for social security coverage and unemployment compensation coverage for bargaining unit employees. Upon request of the Union, any employer covered by the terms of this Agreement shall furnish all appropriate documentation establishing that the employer is currently in good standing with respect to providing all of these insurance coverages. It is understood that Journeymen and Apprentices will not be furnished to or work for any employer not so qualified.
- F. No by-laws or rules conflicting with the terms of this Agreement shall be passed or enforced by either party hereto during the term of this Agreement.

- G. Whenever Journeymen are available, they shall be employed on all jobs which have traditionally required the services of a Journeyman.
- H. It is expressly understood that Journeymen and Apprentices shall go directly from their homes to their jobs, except when it is necessary to order materials or consult the Employer.
- I. Pursuant to the Employee's duty of loyalty to the Employer, he shall while in the service of the Employer, seek to direct plumbing and pipefitting work to the Employer. A member of Local 94 shall not solicit his own employment.
- J. No member of the United Association shall be permitted to furnish tools and/or equipment, with the exceptions noted in Paragraph B above; and the above same shall not be permitted to transport company tools and/or equipment in "personally owned vehicles." In the event of minor emergency repair, journeymen may transport the necessary small tools from jobsite to job in his private vehicle if there isn't a company vehicle available. This shall be reported to the Steward at the original jobsite. Personal safety equipment, such as welding hoods, sleeves, gloves, hard hats, etc., furnished by the Employer may be moved from job to job by the Employee.
- K. It is recognized by the Employer that the Union as a matter of policy will not furnish Employees to firms or corporations more than one of whose partners or stockholders perform the work covered by this Agreement and without becoming affiliated with the Union in accordance with Federal Law and complying with all lawful working rules of the Union.
- L. Any non-resident Contractor performing new, repair or remodel work (over 8 hours duration) in the geographical jurisdiction of Local 94 must employ at least (1) Journeyman referred by Local 94, from the inception to the completion of the job.
- M. No Employee shall complain of conditions on any job without first appealing to the steward of his respective job.
- N. The Employer recognizes the right of the Union to appoint a working Steward at any shop or job (from among the workmen in the shop or on the job) where five (5) or more workmen are employed under the terms of this Agreement. Steward shall be allowed sufficient time, during working hours to see that the provisions of this Agreement are observed at his shop or job. Under no circumstances shall a Steward be discriminated against by an Employer because of faithful performance of his duties as Steward. Only Journeymen shall be appointed as Stewards.
 - 1. The first Journeyman in each shop/or on each job shall act as Steward, until such time that the Business Manager appoints a permanent Shop/or Job Steward. The Steward shall be the next to the last man on the job or in the shop, if he possesses the qualifications to perform the remaining work, unless removed by the Business Manager and the Contractor. The Business Manager must be notified before a Steward is removed from the job/or shop.

2. The Steward is to be notified of the names of all Employees who are to work overtime before the overtime is worked. The Steward or a member appointed by the Steward shall work all overtime. This does not apply to emergency work. No Journeyman, Apprentice or Foreman will be called in from another job to replace a Journeyman, Apprentice or Foreman on that job for reason of overtime pay unless qualifications are a determining factor.
- O. Whenever an Employee reports for work at the regular starting time but is for any reason not provided with work not having been notified not to report at the conclusion of his last working period, or before leaving home, he shall be paid two (2) hours pay at the rate of pay he would have received had he been allowed to work. Whenever an Employee has commenced work but is ordered by the Employer to cease for any reason, prior to the lunch period as provided for in this Agreement, he shall be paid four (4) hours pay at the rate he would have received had he been allowed to continue working. Whenever an Employee has commenced work after the lunch period but is ordered by the Employer or his representative to cease work, he shall be paid only for the actual hours worked following the lunch period. This provision does not apply to service work. In any of the above instances, the Employee may be required to remain on the job site or at the shop during the period for which he is paid. Any Employee who cannot report for work on any given day shall call his employer, foreman or Supervisor prior to starting time.
 - P. An Employee initially reporting for employment shall receive pay for a full days' work if he reports before 9:00 A.M. providing he works the remainder of the day, except where the Employer's request for referral was made the previous regular work day or specific reporting time is provided by the Employer.
 - Q. The authorized representative of the Union shall have access to jobs where Employees covered by this Agreement are employed, providing he has on file with the employing contractor proof of Workers Compensation, Public Liability and Property Damage Automobile insurances; providing he does not unnecessarily interfere with the Employees or cause them to neglect their work, and further provided the Union Representative complies with customer rules and such access shall be subject to the owner's approval.
 - R. The Employee shall be ready to start work at starting time and shall work until quitting time unless he is instructed to do otherwise. It is understood by both parties to this Agreement that the securing of equipment and materials belonging to the Employer, changing of clothes, and clean up not to exceed fifteen (15) minutes shall be defined as work for the purpose of this paragraph.
 - S. It is agreed and understood that all plumbing and pipefitting tool rooms and/or material rooms on jobsites will be manned by Journeymen of Local 94.
 - T. The Employer and Business Representative shall mutually agree when the employer will provide a suitable change room with adequate heat for Employees throughout the Fall and Winter seasons on Construction jobs where ten (10) or more Employees are employed. It

shall be the duty of the Steward to use every effort within his means to procure these suitable rooms for the members' exclusive use, same shall be kept clean at all times and heated in cold weather. He shall see that necessary sanitary conveniences properly secluded shall be provided for all members on all work.

- U. Nothing herein shall limit the Employer's right to hire required laborers to perform laboring work. However, laborers on the job site shall not perform work within the jurisdiction of the Plumbers and Pipefitters as defined herein.
- V. When cutting or welding is being done under hazardous conditions, the cutting or welding work shall be performed only when a Journeyman or Apprentice is working with the welder.
- W. It shall be the duty of the Employer to help acquire adequate parking facilities. This shall not be interpreted to require the Employer to pay for such parking.
- X. Suitable and adequate first aid equipment shall be furnished by the Employer on all construction operations.
- Y. If an employee is injured on the job or in the shop, he shall be taken to the hospital, if necessary, or to his home. The person taking care of the injured employee shall be paid for the time involved in getting the injured employee treatment, and taking care of his clothing and car. If, in the opinion of the attending Physician, the injured employee is unable to return to work, then the injured employee and the person taking care of the injured employee shall be paid in full for the day of injury. The Steward shall make a complete report of the accident to the employer and to the Union.
- Z. It shall not be a violation of this Agreement, or of the no-strike clause in this Agreement, if members of the Local Union honor a legitimate established picket line at any job site where work is to be performed.
- AA. It is agreed that vacation periods shall be arranged between the individual Employer and his Employees in such manner that the work of such individual Employer is not disrupted. It is agreed that no more than twenty-five percent (25%) of any individual Employer's Employees shall take vacations at any one time. In the event of disagreement between the Employees as to when vacations shall be taken, seniority shall govern, i.e., the more senior Employee shall have his preference as to the time of vacation. Vacation shall be taken on consecutive days.

BONDING PROVISIONS

- BB. It is further agreed by and between the parties that to insure the orderly process for payment of wages and for collection of the Voluntary Statement Savings, Health and Welfare Fund, Pension Fund, Industry Promotion Fund, Training Fund, Retirement (Annuity) Plan, Holiday Fund, and Dues Check-Off, that all employers shall simultaneously with the execution and/or acceptance of this Agreement shall furnish one of the following forms of

security with the Union, as determined exclusively by the Union, in proportion to the number of employees employed by an employer to secure payment needed for such plans:

1. The Employer shall furnish to the Union, or to a Trustee designated by the Union, a surety bond for the amount in accordance with the table listed in this provision executed by an appropriate corporate surety company which is authorized to do business in the State of Ohio. In the event the surety bond is cancelled, and such bond is not renewed or reissued within five (5) days of cancellation, this Agreement, notwithstanding any contrary provision herein, shall automatically terminate.
2. The Employer shall furnish to the Union a certified check in the amount in accordance with the table listed in this provision to guarantee the payment of wages and other fringe benefits required by this Agreement. This check shall be deposited by the Union with an escrow agent of its choosing and shall default or delinquency on the job or project to which this be returned to the Employer in the event there is no security applies.

CC. The type of security to be furnished by an Employer shall be determined exclusively by the Union. The documents and forms necessary to implement the security options listed above shall be developed by and prescribed by the Union. The amounts of the various security options listed above shall be determined exclusively by the Union. A determination by the Union that a certain security amount is appropriate on a particular job or project, or for a particular Employer, shall not bind the union in the future or serve as binding precedent on the Union in making future determinations.

DD. The form of security chosen must be renewed annually by May 1st. Such security must be on file at the Local 94 office before Journeymen or Apprentices will be dispatched. The security chosen shall be furnished in duplicate to the Union. The amount of the security shall be in accordance with the following schedule:

Number of Employees	Annual Surety Bond
1-5	\$20,000.00
6-10	\$40,000.00
11-15	\$60,000.00
16-20	\$80,000.00
21-25	\$100,000.00
26 or more employees	\$4,000.00 per employee per month

EE. In the event that employment is expected to last less than six (6) months, the security posted by the employer shall be pro-rated pursuant to the Bond amounts listed above. Any part of a month shall be counted as a full month. In no event shall a Surety Bond be prorated for less than one (1) month.

FF. The non-payment of fringe benefits and wages by any employer that is bound by the terms and provisions of this Agreement shall constitute a violation of this Agreement.

Notwithstanding the no-strike provisions of this Agreement, and in addition to any other remedies that may be available, the Union, and its members, shall withhold services from any employer that is delinquent in the payment of any fringe benefits or wages. Delinquency is defined as non-payment of any fringe benefits and wages fifteen (15) days after the twentieth (20th) of the month following the month in which the hours were worked. Local 94 will automatically remove all employees from the employment of the delinquent employer. In the event the Union and its members withhold services, the employer agrees not to deny unemployment compensation benefits during the periods that services are withheld under this paragraph.

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

HH. SUBCONTRACTING

1. The Employer agrees not to sublet or contract out any work covered herein (50 points of jurisdiction, see Article III) to be performed at the construction site, unless the Employer to whom the work is sublet is signatory to an Agreement with the United Association or Local 94.
2. This paragraph is not to be construed to permit the "lending" of employees from one contractor to another to circumvent the referral list. "Lending" of employees will only be permitted with the approval of the Business Manager and only if there are no eligible or qualified members on the referral list.

ARTICLE X: REFERRAL SYSTEM

- A. When any Employer, pursuant to Article IV, Paragraph B of this Agreement, requests the Union to furnish registrants for employment, the referrals shall be made by the Union in accordance with, and subject to, the provisions of this referral system.
- B. The acceptance of registrants for referral and the referral facility and system, shall be administered on a non-discriminatory basis and shall not be affected by Union Membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership or any policies or requirements of Union membership.
- C. The Union shall register applicants on a first- come, first-serve basis in the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he or she qualifies.
1. **GROUP I:** All applicants for employment who have five or more years' experience in the plumbing, pipefitting and refrigeration trade, are residents of the geographical area constituting the normal construction labor market, have been employed for a period of at least three years of the last five years under a collective bargaining agreement between the parties to this Agreement and can satisfy one of the following: (1) be the holder of a journey- man's plumbers registration or a master plumber's license issued by a municipality in the geographical area constituting the normal construction labor market, (2) have successfully completed an apprenticeship in the plumbing and pipefitting trade under an apprenticeship program approved by the United States Bureau of Apprenticeship Training and Ohio State Apprenticeship Council, (3) have passed a journeyman's examination given by the duly constituted Local Union of the United Association of Journeymen and Apprentices of the plumbing and pipefitting industry.
 2. **GROUP II:** All applicants for employment who have five years of experience in the trade and who have passed a journeyman's examination given by the duly constituted Local Union of the United Association of Journeymen and Apprentices of the plumbing and pipefitting industry.
 3. **GROUP III:** All applicants for employment who have three or more years' experience in the plumbing, pipefitting and refrigeration trade, are residents of the geographical area constituting the normal construction labor market, have been employed for at least two years in the last four years in the trade under a collective bargaining agreement, and who satisfy one of the following: (1) is the holder of a journeyman's plumber's registration or a master plumber's license issued by a municipality in the geographical area constituting the normal construction labor market, or (2) has passed a journeyman's examination given by the duly constituted Local Union of the United Association of Journeymen and Apprentices of the plumbing and pipefitting industry.
- D. If a question or dispute arises as to a registrant's years of experience in the trade, whether

a registrant holds an appropriate plumber's license or journeyman's registration, whether a registrant has successfully completed an apprenticeship program, whether a registrant has worked under an appropriate collective bargaining agreement, or whether a registrant is a resident of the appropriate geographical area, the burden shall be upon the registrant to supply satisfactory evidence establishing these facts. However, a plumbing license which is valid on its face, will be deemed satisfactory evidence. A certificate of completion of an appropriate apprenticeship program which is valid on its face shall be deemed satisfactory evidence. Written representation by employers in the industry concerning a registrant's years of service, or a written or sworn statement by the registrant attesting to his work experience, shall be deemed satisfactory evidence of his years of experience.

- E. The Joint Conference Board established under this collective bargaining agreement shall act as the Appeals Board under this Referral System. In addition to those powers expressly enumerated in the collective bargaining agreement, the Appeals Board shall have the power and duty to hear and determine any dispute which may arise under this Referral System between any employers, the Union, applicants for registration, registrants or any combination thereof. Without limiting the generality of the foregoing, the Appeals Board shall have the power and duty to hear and determine disputes concerning:
1. The qualifications of an applicant for registration, or a registrant, including questions concerning special abilities;
 2. The order of registration;
 3. The order of referral;
 4. A registrant's right to report pay;
 5. A registrant's Group or position within a Group on the referral list.
- F. The Appeals board shall be guided in all its actions by the terms of the referral system and shall not depart from its terms in determining disputes. It shall resolve all disputes without reference to any disputant's membership or non-membership in the Union, and without reference to any rules, regulations, by-laws, constitutional provisions, policies, requirements, or any other aspect or obligation of union membership. The Appeals Board shall make every effort to dispose of all disputes promptly. The Appeals Board shall have the power, in resolving disputes, to enter orders of specific performance as well as the authority to grant any other relief as may be appropriate. The decision of the Appeals Board shall be final and binding on all parties who participate in any proceedings before the Appeals Board. The Appeals Board shall be operated in the same manner as the Joint Conference Board. In the event that the Appeals Board is unable to secure a majority in deciding or resolving any question, the same method of resolving any question, the same method of resolving deadlocks as is provided for in the rules governing the Joint Conference Board shall govern.
- G. The Appeals Board shall, from time to time, prescribe or approve a form of application for registration. Any person seeking to register under this Referral system shall complete such form and also shall furnish satisfactory evidence of his qualifications as set forth in Paragraph 3 above. A registrant who furnishes materially false information in completing a registration form shall be denied the use of the registration facility for a period which

shall not exceed one (1) year. If a registrant has become employed under this Referral System, prior to the time such materially false information or evidence has been discovered, the registrant's employer shall be notified of such fact. Supplying materially false information or evidence of qualification on an application for registration shall constitute grounds for immediate discharge. The same penalty shall be applied to all persons who are employed at the time an application for registration is completed.

- H. In registering applicants, the Union shall maintain records which shall demonstrate the chronological sequence of registration (by means of registration numbers) and the time and date of registration. These records shall further indicate the name and address of each registrant, all special skills and any other information deemed pertinent by the Union. The Union shall issue to each registrant a card which, in addition to any other information deemed pertinent by the Union, shall contain the time and date of the registrant's registration and the number assigned to the registrant. The Union's original records and registrations shall be maintained until ordered destroyed, or otherwise disposed of, by the Appeals Board.
- I. An employer who desires to have registrants for employment referred to him, shall notify the Union registration facility of such fact. In notifying the facility, the employer shall supply all pertinent information, including but not limited to, the job location, starting time, approximate duration of the job, the type of work to be performed, special qualifications which may be required in connection with the work, and the number of workmen required.
- J. Upon receiving a request from an employer to have registrants for employment referred, the Union shall make such referrals by first proceeding through registrants in Group I, then Group II, then Group III. Referrals from each group shall be made in the order of registration and subject to the provisions of this referrals system. Provided, however, that:
 - 1. If the employer advises the Union at the time of making the request that there are special qualifications required in connection with the particular job, the referrals shall be made in the order of registration of person possessing such special qualifications.
 - 2. The employer may request the name and prior experience of the registrant who would, in the ordinary course of referral, be referred. If the employer finds the registrant to be unsatisfactory, on the basis of such information, the registrant shall be passed over but shall maintain his position on the referral list.
 - 3. In the event a registrant cannot be contacted by the Union within the time necessary, under the circumstances, in order to fulfill the employer's request, he shall be passed over and shall maintain his position on the Referral List.
 - 4. Any employer who advises the Union that there are special qualifications required in connection with a particular job, or who advises the Union that a particular registrant is unsatisfactory pursuant to Paragraphs J(2) and M above, shall, upon the request of the Union, confirm this position in writing. Nothing in this paragraph

shall be construed to postpone referrals to the job pending receipt of such written confirmation.

5. Each employer shall have the right to select employees from the list of registrants, alternating with acceptance of the registrant next in the order of registration per this Article ("50/50" provision).
 6. When a Journeyman is requested from the out of work list as a Foreman for the Contractor, he shall be paid Foreman's rate for a minimum of thirty (30) days or the duration of the job he/she was hired for.
- K. In making referrals under this referral system, the following practices and procedures shall apply:
1. If a registrant, upon being properly referred to a job covered by this Agreement, refuses to accept such referral, the registrant's name shall be placed at the bottom of the referral list.
 2. If a registrant is referred for employment and is employed on any job covered by this Agreement for more than five (5) days, the registrant's name shall be removed from the referral list until such time as he again becomes unemployed, at which time the registration process may commence again. However the five (5) day limit may be extended by the Business Manager to allow a short term job or shut down to be completed without the registrant losing his position on the referral list.
 3. Any registrant accepting a five (5) day referral of employment under this system must be laid off at the conclusion of the fifth working day in order to maintain his position on the referral list. If that registrant is not laid off by the employer to whom he was referred, that registrant's name shall be placed at the bottom of the referral list. Registrants who accept five (5) day referrals shall have their referral cards marked "five days or less". However the five (5) day limit may be extended by the Business Manager to allow a short term job or shut down to be completed without the registrant losing his position on the referral list.
 4. There shall be three (3) lists maintained in each Group of registrants. One list shall contain registrants seeking referral as plumbers. A second list shall contain registrants seeking referrals as fitters. A third list shall contain registrants seeking referrals as refrigeration fitters. Each registrant under this referral system shall be responsible for signing the list for which he is qualified.
- L. Notwithstanding the foregoing provisions of this referral system, an employer shall have the right to recall a registrant that previously has been referred to and employed by that employer if such recall is made within three hundred (300) days of the time that the registrant was laid off by that employer. If such a recall request is made by an employer, and the registrant to whom the recall request is directed does not accept the recall, that registrant's name shall be placed at the bottom of the referral list, and the registrant shall

lose his right to recall with that employer. Provided, however, that if the recall request is for a job that lasts, or will last, five days or less, the registrant accepting that recall shall not lose his place on the referral list. If a registrant refuses a referral for employment with another employer in the three hundred (300) day recall period, the registrant shall lose his right to recall and shall be placed at the bottom of the referral list.

- M. The employer shall have the right to reject any registrant referred under this system. However, the employer shall be required to pay a rejected registrant an amount equal to at least two hours pay at the applicable journeyman's rate in order to compensate the registrant for his appearance on the job site and the loss of other employment opportunities. Such payment shall not be required, however, if the registrant is properly rejected because he is not a qualified journeyman as defined in Paragraph J(2) above, or if the registrant does not possess special skills or abilities which the Union was advised of by the employer at the time the request for registrant was made. A registrant may challenge his rejection under this Article X by filing a grievance with the Appeals Board under this Article. That grievance shall be processed in accordance with the Appeal Board procedures in this Article and the applicable provisions for resolving grievances appearing in this Collective Bargaining Agreement. In such Appeals Board proceedings, the burden shall be upon the Employer to establish by clear and convincing evidence that the registrant was appropriately rejected under this paragraph.
- N. The Employer shall have the right to recall of any employee currently certified by that Employer as of welder or brazer.
- O. The geographical and trade jurisdiction of Local 94 extends over Stark and Wayne counties along with the following Townships in Carroll county; Ross, Munroe, Union, Lee, Orange, Perry and London in the State of Ohio.
- P. If one or more of the provisions of this referral system are declared unlawful by a court of competent jurisdiction, or by an appropriate agency of the federal government, either party to the collective bargaining agreement, of which this referral system is a part, shall have the right to reopen negotiations pertaining to such provisions by giving the other party thirty (30) days' written notice of such negotiations.
- Q. In the event that the Employer concludes that it is necessary to lay off employees, such layoff for each company shall be in the reverse order of the Referral procedure: that is, employees from Group III, then Group II, and finally Group I. The provisions of this subparagraph are not meant to infer any requirement for sequential order of layoff of employees within each Group, nor are these provisions to apply to apprentices indentured through this Agreement.
- R. Out-of-Jurisdiction-Referral System
 - 1. The Union will maintain a referral list for employees who will accept referrals for work in the jurisdiction of another UA Local Union.

2. Employees who desire to be placed on the Out-of-Jurisdiction-Referral List must personally appear at the Union Hall and register their names on that list. Employees will be placed on the list in order in which they register.
3. When the Union receives a request from another UA Local Union for referrals for employment, the Union shall make such referrals in the order of which the Employees appear on the Referral List.
4. Any Member who registers on the Out-of- Jurisdiction-Referral List will not lose his/her position on the referral list for work in the jurisdiction of Local 94.
5. If an Employee accepts a referral for work from the out of jurisdiction list, that Employee will not lose his/her position on the referral list for work in the jurisdiction of Local 94.
6. All disputes and disagreements regarding the operation and administration of the Out-of-Jurisdiction-Referral List shall be resolved in accordance with Article X, Paragraphs E, F and G.
7. Article X, Paragraph C of this Agreement shall apply to the Out-of-Jurisdiction-Referral List. Any applicant for referral who has been placed in a group for purposes of referral to work within the jurisdiction of Local 94, shall be placed in the same group for purposes of referral under the Out-of-Jurisdiction-Referral List.

ARTICLE XI: VOLUNTARY STATEMENT SAVINGS PLAN

- A. Effective May 1, 2017, ten percent (10%) of the gross taxable wages shall be withheld and deposited in accordance with the Voluntary Statement Savings Plan attached hereto. This Voluntary Statement Savings Plan may also apply to apprentices.
- B. It is hereby agreed between the parties, as a condition of employment, that effective May 1, 2017, each individual Employer shall deduct ten percent (10%) of gross taxable wages paid to Employees covered by this Agreement and will deposit said amounts with Plumbers and Pipefitters Local 94 Combined Funds, Inc. for credit to a Voluntary Statement Savings Account for each Employee.
- C. Plumbers and Pipefitters Local 94 Combined Funds, Inc. (hereinafter referred to as the "Bank") and the United Association of Plumbers, Pipefitters, and Refrigeration Local 94, hereinafter referred to as the "Union", agree to the following rules and procedures for the operation of the Savings Depository phase of the Union's Savings Plan.
- D. The Bank will receive from participating Employers, a check (or checks) made payable to the Bank and representing contributions to Health and Welfare, Training, Industrial Promotion, Holiday Fund, and Annuity Funds for the Union. Such funds will be transferred to the Bank's Trust Department where they will be invested in the name of the Union.
- E. In addition to the aforementioned contributions, the Bank will also receive from participating Employers, within the same check (or group of checks) funds representing wages and salaries withheld for each participating Employee for deposit to a regular statement savings account in the name of each Employee.
- F. Each such transmittal of monies will be accompanied by one (1) copy of a deposit transmittal form showing the amount of contribution to each Union fund, and in addition, showing for each Employee his full name, Social Security Number, and dollar amount withheld. Listing of names will be in alphabetical order. Transmittal forms will be retained by the Bank.
- G. The Bank will maintain current records of monies received for the credit of each Employee and such records will be open to inspection at all reasonable times by a duly elected officer of the Union.
- H. The Union's Business Manager shall advise the Bank whenever a new contributing Employer is added, or whenever an existing contributing Employer will be deleted.
- I. In addition, the Union's Business Manager shall advise the Bank of the addition or deletion of a participating Employee. In the event of an addition of a participating Employee, the Union's Business Manager shall provide the Bank with all information necessary to open an account including a master file record of the Employee's full name, address, and Social Security number. The Union will secure the Employee's signature on cards provided by the Bank for the Bank's records. The Union agrees to provide assistance and follow-up in

the correction of data reported on master file records and transmittal forms.

- J. All statement savings accounts in the name of participating Employees shall be subject to the Bank's charter and By-Laws, the Bank's Rules and Regulations, all State of Ohio and Federal laws, and Federal Reserve Board Regulations.
- K. Each Employee will be furnished with a savings register in which he may record all deposit and withdrawal transactions. It is further understood that the Bank will prepare and mail to each Employee, so as to be received by the middle of the months of April, July, October, and January, a statement of activity on the account held by the Employee. It is the responsibility of the Employee to reconcile his own account through the use of such statements and his savings register.
- L. Ordinarily an Employee is permitted to withdraw amounts accumulated in his regular statement savings account at any time. Such withdrawal shall be made upon presentation of properly completed and signed withdrawal form along with a Statement Savings Account Identification Card which will be issued to him.
- M. If, at any time, monies deposited in the account of any one individual remain dormant (with no deposits or withdrawals recorded) for a period of five (5) years, all such monies remaining in the account shall be transferred to the Union to be held in escrow in the General fund of the Union for the benefit of such individual owner.
- N. This agreement, with respect to the Bank's regular statement savings account plan, shall be subject to any change in rates, terms and conditions, and Rules and Regulations which shall be adopted by the Bank from time to time.
- O. It is further agreed between parties that if an individual Employer does not deduct such Statement Savings benefits, the Union may, at its option, declare the Agreement terminated as to such individual Employer. The Union agrees to give the Employer written notification of such action. If the Union terminates the Agreement as to such individual Employer, it may elect to strike and the individual Employer shall have no right to damage with respect to such strike. If the individual Employer pays such Statement Savings benefits in full, including all benefits which are in arrears, then in such event, it is further agreed that the Agreement shall be reinstated as to all of its terms and conditions as to both the individual Employer and the Union.
- P. It is further agreed that the termination by the Union with any individual Employer shall not in any way affect the Agreement as to other members of the Association.
- Q. Each individual Employer will indicate to his Employees the deduction for Statement Savings in the same manner as he indicates deductions made for Federal Income Tax, F.I.C.A. Tax, etc.
- R. If the deduction is not postmarked by the 15th (Monday following if the 15th falls on a Saturday or Sunday) of the month following deductions, a delinquency assessment of ten

percent (10%) of the deduction will be paid to the Apprenticeship Journeyman Training Fund.

ARTICLE XII: HEALTH AND WELFARE FUND

- A. It is hereby agreed between the parties that all Employers doing work within the jurisdiction of Local 94, who are employing employees through Local 94, shall pay eight dollars and eighty-three cents (\$8.83) for each hour PAID by Journeymen and Apprentices to the Health and Welfare Fund, administered by the Trustees selected by Local 94 and the Association. Trustees as designated in the Trust Agreement shall continue to administer such Fund under the Trust Agreement previously executed by the parties and all amendments thereof.
- B. Contributions to the Health and Welfare Fund shall be based on HOURS PAID and overtime hours credited to said Fund, i.e., 1½ hours credited service on time and one-half and two (2) hours credited service on double time.
- C. It is further agreed that each Employer shall make such payments once each month into such Fund not later than the 15th day of the month following the month that the Employees worked the hours.
- D. The benefits to be paid shall be determined by the Trustees of the Fund and may be adjusted during the term of this Agreement.
- E. If the contribution is not postmarked by the 15th (Monday following if the 15th falls on Saturday or Sunday) of the month following deduction, a ten percent (10%) delinquency assessment will apply. The delinquency assessment will be paid to the Health and Welfare fund.

ARTICLE XIII: PENSION

- A. Commencing with the 1st day of May, 2021, and for the duration of the current Collective Bargaining Agreement between the said parties, and for any renewals or extension thereof, the Employer agrees to make payments to the Plumbers and Pipefitters National Pension Fund for each Employee who is covered by the Plan in each classification listed below in accordance with the said Collective Bargaining Agreement, as follows:

Classification	Amount
Journeyman	\$6.19 per hour
Apprentice	See Article (b)(d)(e)(f)

- B. Apprentices shall receive a contribution as stated in Article VII (b)(d)(e)(f) per hour WORKED to the United Association National Pension Fund once they have completed their Probationary Period.
- C. Any classification of Employees who are excluded from the Plan pursuant to good faith bargaining and for whom contributions are not required by the Collective Bargaining Agreement shall not participate in the Plan. Persons in such excluded classifications shall not be considered “Employees” for purposes of the Plan and this Standard Form of Participation Agreement.
- D. The Employer shall make the contributions set out in subparagraph A for each hour or portions thereof, for which an Employee is paid or entitled to payment for performance or duties for the Employer. (Each overtime hour shall be counted as one regular hour for which contributions are payable.)
- E. Contributions as set out in subparagraph A shall be paid starting with the Employee’s first day of employment in a job classification covered by the Collective Bargaining Agreement.
- F. The Employer shall continue contributions to the Fund for any compensated Employees who were previously covered by the Fund as members of the bargaining unit and who are continuing to perform work of the type covered by the Collective Bargaining Agreement for at least half of their hours with the Employer. It is understood that the Employer may not make contributions on behalf of an Employee who owns, or whose spouse owns, ten percent (10%) or more of the corporation unless it signs and abides by a participation agreement covering such owner Employees. It is also agreed that the Employer shall not make contributions to the Fund on behalf of any Employees other than those specified herein.
- G. The payments to the Pension Fund required above shall be made to the “Plumbers and Pipefitters National Pension Fund” which was established under an Agreement and Declaration of Trust, dated July 23, 1968 and restated December 13, 1978. The Employer, by signing this Standard Form of Participation Agreement, or by signing a Collective Bargaining Agreement providing for participation in the Plumbers and Pipefitters National Pension Fund, agrees to be bound by all of the terms and conditions of the Restated

Agreement and Declaration of Trust thereby ratifies, accepts and designates as its representatives the Employer Trustees then serving as such and authorizes said Employer Trustees to designate additional Employer Trustees and successor Employer Trustees in accordance with the terms and conditions thereof, and authorizes the Trustees to adopt amendments to the Restated Agreement and Declaration of Trust. The Employer hereby acknowledges receipt of a copy of the Restated Agreement and Declaration of Trust in effect when this Agreement is signed.

- H. It is agreed that the Pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.
- I. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to retain an accountant or accounting firm to perform payroll audits of the Employer to determine whether the correct amount of contributions have been made or to determine whether contributions have been made on behalf of all Employees covered by the Plan.
- J. If an Employer fails to make contributions to the Pension Fund within fifteen (15) days of the end of the month during which the work was performed, the Union shall have the right to take whatever steps are necessary to secure compliance, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs and expenses for collecting the payments due, together with attorneys' fees, interest on the unpaid contribution of twelve percent (12%) per annum, the liquidation damages of ten percent (10%) of the unpaid contributions. The employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure or the "no-strike" clause provided under the Collective Bargaining Agreement.
- K. The parties agree that this Participation Agreement shall be part of the Collective Bargaining Agreement between the undersigned parties.
- L. The expiration date of the present Collective Bargaining Agreement between the undersigned parties is April 30, 2021, midnight. Copies of the Collective Bargaining Agreement and all renewal or extension agreements will be furnished promptly to the Pension Fund office and, if not consistent with this Participation Agreement, can be used by the Trustees as the basis for termination of participation of the Employer.
- M. A fringe adjustment can be made from wages at any time. If the contributions are not postmarked by the 15th (Monday following if the 15th falls on Saturday or Sunday) of the month following deduction, a Delinquency Assessment, as per Article XIII, Paragraph J, will apply. The Delinquency Assessment will be paid to the Pension Fund.

ARTICLE XIV: INDUSTRY PROMOTION FUND

- A. It is hereby agreed between the parties that all Employers doing work within the jurisdiction of Local 94, who are employing Employees through Local 94, shall pay nine cents (\$.09) for each hour worked by Journeymen and Apprentices into an Industry Promotion Fund.
- B. It is agreed that such Fund shall not be expended to promote or support any work stoppage or lockout by Employers nor shall it be used to support Employees in a labor dispute.
- C. It is further agreed that each Employer shall make such payments once each month into such Fund not later than the 15th of the month following the month that the Employees worked the hours. If the contribution is not postmarked by the 15th (Monday following if the 15th falls on Saturday or Sunday) of the month following deductions, a ten percent (10%) delinquency assessment will apply. The delinquency assessment will be paid to the Industry Promotion fund.
- D. Each individual Employer shall contribute a minimum of \$150.00 to the Industry Promotion Fund within any calendar year.
- E. An adjustment to the Industry Promotion Fund employer assessment may be made at any time during the term of this contract.

ARTICLE XV: APPRENTICESHIP JOURNEYMAN TRAINING FUND

- A. It is hereby agreed between the parties that all Employers doing work within the jurisdiction of Local 94, who are employing Employees through Local 94, shall pay seventy-seven cents (\$.77) for each hour WORKED by Journeymen and Apprentices to an Apprenticeship-Journeymen Training Fund Trust administered by the Canton Area Plumbers, Pipefitters and Refrigeration Joint Apprenticeship Committee as administered by Trustees selected by Local 94 and the Association. Trustees, as designated in the Trust Agreement, shall continue to administer such Fund under this Trust Agreement, executed by the Parties and all amendments thereof.

- B. It is further agreed that each Employer shall make such payments once each month following the month that the Employee worked the hours. If the contribution is not postmarked by the 15th (Monday following if the 15th falls on Saturday or Sunday) of the month following deductions, a ten percent (10%) delinquency assessment will be paid to the Apprenticeship-Journeymen Training Trust.

ARTICLE XVI: INTERNATIONAL TRAINING FUND

- A. Commencing on May 1, 2017, and continuing for the duration of this Collective Bargaining Agreement, and during any negotiations for a successor to this Collective Bargaining Agreement, the Employer agrees to contribute from the Employees pay to the International Training Fund ten cents (\$.10) for each hour, or portion thereof, for which an Employee works. (Each overtime hour shall be counted as one regular hour for which contributions are payable.)
- B. Contributions set forth in Sub-Paragraph A shall be paid starting with the Employee's first day of employment in a job classification covered by this Collective Bargaining Agreement.
- C. The payments required by Sub-Paragraph A shall be made to the "International Training Fund" maintained under a Restated Agreement and Declaration of Trust ("Trust"). The Employer agrees to be bound by all terms and conditions of the Trust and the terms of the Trust are incorporated into this Collective Bargaining Agreement by reference. The Employer ratifies, accepts and designates as its representative the Employer Trustees serving under the terms of the Trust as well as such future Employer Trustees who may be appointed pursuant to the terms of the Trust. The Employer hereby acknowledges receipt of a copy of the Trust.
- D. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have authority to retain an accountant or accounting firm to perform payroll audits of the Employer to determine whether the correct amount of contributions have been made or to determine whether contributions have been made on behalf of all Employees covered by the Collective Bargaining Agreement.
- E. If an Employer fails to make contributions as set forth in Sub-Paragraph A within fifteen (15) days of the end of the month during which the work was performed, the Union shall have the right to take whatever steps are necessary to secure compliance, any provisions of this Collective Bargaining Agreement to the contrary notwithstanding. In addition, the Employer shall be liable for interest and liquidated damages as provided in the Trust. If a lawsuit is filed, the Employer shall also be liable for all costs and expenses of collecting payments due, together with attorneys' fees, audit costs and court costs. The employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure or the "no-strike" clause provided under the Collective Bargaining Agreement.

ARTICLE XVII: RETIREMENT PLAN (ANNUITY)

- A. It is hereby agreed between the parties that all Employers doing work within the jurisdiction of Local 94, who are employing Journeymen through Local 94, shall pay six dollars and thirty cents (\$6.30) for each hour PAID into a Retirement Plan (Annuity), administered by Trustees selected by Local 94 and the Association. Trustees as designated in the Trust Agreement shall continue to administer such Fund under the Trust Agreement previously executed by parties and all amendments thereof.

- B. Apprentices accepted into the Apprenticeship Program before 5/1/2017 shall receive an hourly contribution of five percent (5%) of the hourly Journeyman Basic Taxable Wage Rate per hour PAID to the Local 94 Retirement (Annuity) Plan. Refer to Article VII, Paragraph C. Apprentices accepted into the Apprenticeship Program on or after 5/1/2017 shall receive shall receive the rates set forth in Article VII (d)(e)(f).

- C. Contributions to the Retirement Plan (Annuity) shall be based on HOURS PAID and overtime hours credited to said Fund, i.e., 1½ hours credited service on time and one-half and two (2) hours credited service on double time.

- D. The benefits to be paid shall be determined by the Trustees of the Fund and may be adjusted during the term of this Agreement.

- E. It is further agreed that each Employer shall make such payments once each month into such Fund not later than the 15th day of the month following the month that the Employees worked the hours. If the contribution is not postmarked by the 15th (Monday following if the 15th falls on Saturday or Sunday) of the month following deduction, a ten percent (10%) delinquency assessment will apply. The delinquency assessment will be paid to the Retirement Plan (Annuity).

ARTICLE XVIII: DUES CHECKOFF

- A. Effective as of the signatory date, it is agreed that all Employers doing work within the jurisdiction of Local 94 who are employing Employees through Local 94 shall deduct from each Journeyman and Apprentice who has signed an Authorization Card four percent (4%) of their gross taxable wages for Dues Check-Off.
- B. It is further agreed that each Employer shall make such deduction payments once each month to Local 94, not later than the 15th day of each month following the month that the Employees worked.
- C. A dues adjustment can be made at any time. If the dues are not paid by the 15th (Monday following if the 15th falls on Saturday or Sunday) of the month following deduction, a ten percent (10%) delinquency assessment will apply. The delinquency assessment will be paid to the Apprenticeship-Journeyman Training fund.

ARTICLE XIX: AUTHORITY OF PARTIES

- A. The parties hereto shall execute this Agreement as fully authorized agents, and this Agreement shall bind both parties and those whom they represent on all repair, maintenance, installation and construction work in all territory within the Union's jurisdiction. In order to assure that all Employers covered hereby are familiar with the terms and conditions of this Agreement, copies of this Agreement shall be mailed "Registered Mail. Return Receipt Requested" to all Employers represented by the association and the signed receipts shall be given to the Union.

- B. It is also agreed that the Union and the Association will limit their representation to five (5) members each in contract negotiation meetings.

- C. Nothing herein is intended to affect who the parties designate as their five (5) representatives (and an alternate, silent member with no voice) for such negotiations.

ARTICLE XX: PAC FUND

- A. Each Employer agrees to deduct the sum of one cent (\$.01) per hour for each hour worked from the wages of those employees who authorize the deduction of this amount as a political action contribution by signing a check-off form. This amount shall be transmitted to Local 94 on a monthly basis and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each such employee. These contributions are voluntary in nature and will be transmitted by Local 94 to an affiliated political action committee.

ARTICLE XXI: MEMORANDUM OF AGREEMENTS

All Memorandum Agreements will be on file at Local 94 office for reference

Memorandum of Understanding-Shop Fabrication Addendum

Memorandum of Understanding-Helper Classification

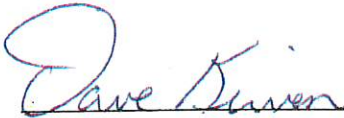
Memorandum of Understanding-Drug Free Workplace Program Agreement

ARTICLE XXII: TERMINATION

- A. This Agreement shall continue in full force and effect to and including April 30, 2024, midnight. If either party to this Agreement desires to terminate or modify any other terms of this Agreement, notice of such intention must be submitted sixty (60) days prior to the expiration of this Agreement. If neither party to this Agreement serves notice of intention to modify or terminate, this Agreement shall be automatically renewed for successive one-year periods of time. Each automatic renewal of this Agreement shall be subject to the same notice requirement imposed by this paragraph.

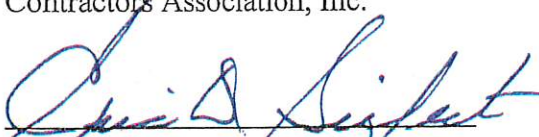
In witness whereof, the parties hereto execute this Agreement to be effective May 1, 2021.

Journeyman and Apprentices of Local
Union No. 94 United Association



Chairman

East Central Ohio Mechanical
Contractors Association, Inc.



Chairman