

**Mechanical Equipment Service
and
Maintenance Agreement**

Between

**The Ohio State Association
of
Plumbers and Pipefitters**

And

**The Mechanical Contractors Association of Ohio's
Ohio Mechanical and Plumbing Industry Council**

As Amended August 1, 2021

This Agreement between _____
_____ and the United Association of Journeymen and
Apprentices of the Plumbing and Pipefitting Industry
Local Union No. _____ of _____
is to cover the Mechanical Equipment Service Journeymen,
Servicemen, Apprentices and Tradesmen employed by the
Contractor engaged in performing Plumbing and Pipefitting
Service and related work on residential, industrial and
commercial structures covered by this Agreement.

This Agreement is entered between the Mechanical
Contractors Association of Ohio (hereinafter referred to
as "MCAO" or "Employer"), on its behalf and on behalf of
its member contractors and the Ohio State Association of
Plumbers and Pipefitters (hereinafter referred to as "OSA"
or "Union") on its behalf and on behalf of its member Local
Unions.

The MCAO maintains the Ohio Mechanical and Plumbing
Industry Council for purposes of negotiating this
Agreement on its behalf, within the discretion of the MCAO
and in that even the Ohio Mechanical and Plumbing
Industry Council shall be referred to herein as "Employer".

In addition, non-MCAO member contractors may enter
into this Agreement by signing this Agreement and agreeing
to be bound by its terms and conditions.

ARTICLE I: Definitions

Mechanical Equipment Service heretofore shall be designated as **M.E.S.**

- A. **Employee** - The term employee shall mean a M.E.S. Journeyman, a M.E.S. Serviceman, a M.E.S. Apprentice, or a M.E.S. Tradesman engaged in the work covered by this Agreement.

- B. M.E.S. Journeyman must be a skilled craftsman in his trade. He shall be allowed to perform all service and replacement work in the Mechanical Equipment Service and Maintenance Industry.

- C. M.E.S. Serviceman shall be an employee who is restricted to Mechanical Equipment Service and Equipment installation as covered by this Agreement and shall have four (4) years experience in the industry.

- D. M.E.S. Apprentice shall be governed by the state service agreement, except shall, after their first year of apprenticeship, be allowed to perform all work, limited only by their capabilities, as defined as being in the Mechanical Equipment Service and Maintenance field, and they shall be under the direction of a qualified M.E.S. Serviceman or Journeyman.

- E. M.E.S. Tradesman or first year apprentices must be qualified to perform and be allowed to perform the work listed below:

All routine inspections, regardless of size or location of the mechanical equipment being inspected or maintained, where the work is being done as a periodic routine service, inspection and maintenance procedure by the Employer such as:

- a.) Filter changing and maintenance thereof
- b.) Oil and greasing
- c.) Belt adjusting or replacement
- d.) Cleaning of cooling towers, coils, evaporator and condensing tubes and water treatment systems necessary to maintain the equipment listed above
- e.) General housekeeping

- f.) Delivery and truck driving of parts or equipment trucks
 - g.) System operation under contract with the customer - compensation must be equal to the skills and responsibilities required for the safe operation of equipment involved. Service on the equipment shall be done by a M.E.S. Serviceman.
- F. **Employer** - The term shall mean any contractor engaged in the work set forth in this Agreement or the National Mechanical Equipment Service and Maintenance Agreement.

ARTICLE II-Scope of Work

- A. **Mechanical Service and Maintenance** - Mechanical Service work is the work normally performed by outside contractors; either by contracts or on an emergency basis, who are equipped to handle all work relating to evacuation, charging, start-up, inspection, operating, maintenance and service calls necessary to keep a mechanical system and controls of a refrigeration, air conditioning, heating and/or ventilation system, or plumbing equipment, or any other newly installed, remodeled, revamped or redesigned mechanical system in operational order. Service and maintenance shall include, but not be limited to, all the maintaining, cleaning, adjusting, repairing, overhauling, starting and balancing of any system or component part thereof, regardless of size and maintenance work assigned to the employer by the customer.
- B. M.E.S. Servicemen shall be permitted to replace all equipment that they service with the following limits. Service work performed by M.E.S. Servicemen shall include:
- a.) All heating and emergency service up to a capacity of 2,000,000 BTU input on boilers and burners. On systems above the limit set above, servicemen may work on individual pieces of equipment not to exceed 500,000 BTU.
 - b.) Air conditioning repairs and emergency service up to and including 50 ton single systems
 - c.) Refrigeration repairs and emergency service up to 50 Ton on all low and medium temperature systems
 - d.) The servicing of propane equipment

- e.) Preventative maintenance on all equipment listed above and,
 - f.) The driving of all trucks in connection with said work
- C. **Installation Work** - Installation work may be accomplished by employees under this Agreement as set forth below:
- a.) Heating systems up to 1,000,000 BTU/hr. input for the building or structure
 - b.) Air conditioning single systems up to 40 tons
 - c.) Commercial installation of refrigeration units, meat cases, florist boxes, bottle coolers, food freezers, water coolers.
- D. Installation by M.E.S. Servicemen and M.E.S. Apprentices under this Agreement shall not be applicable to:
- a.) Any installation in chain stores or where the total tonnage exceeds 50 tons
 - b.) Any installation of projects under the Davis-Bacon Act, Federal, State or City projects, private or parochial schools

Certain types of work that has been mutually agreed upon and other types of work may be performed by mutual agreement between the Union and the Employer.

ARTICLE III - Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees engaged in the work set forth in this Agreement and agrees to become signatory to a master Agreement for the purpose of protecting Employee fringe benefit and insurance programs.

ARTICLE IV - Union Security

All employees employed under this Agreement shall, as a condition of employment, become and remain members of the Union on the 30th day following date of employment, or the effective date of this Agreement, whichever is later.

ARTICLE V - Employer Responsibility

- A. The Employer shall be required to employ at least one (1) qualified M.E.S. Journeyman.

- B. M.E.S. Apprentices may be employed according to the following ratio:
- 1 Journeyman or Serviceman- 1 Apprentice
 - 2-4 Journeymen or Servicemen - 2 Apprentices
 - 5-7 Journeymen or Servicemen - 3 Apprentices
 - 8-10 Journeymen or Servicemen - 4 Apprentices, etc.
- C. When the Employer has four (4) service employees, the next one hired shall be a M.E.S. Apprentice.
- D. On a temporary basis the employer and business Manager may by mutual agreement adjust the apprentice ratio as necessary to remain a viable force in the industry.
- E. No more than one (1) M.E.S. Tradesman shall be employed for every five (5) M.E.S. Journeymen or M.E.S. Servicemen combined. Additional M.E.S. Tradesmen may be added for systems operation by mutual agreement with the Union.
- F. All foremen shall be a M.E.S. Journeyman. The Employer shall designate the foreman and pay the appropriate wage rate. A foreman so designated shall be allowed to work with the tools.
- G. The Employer shall furnish all vehicles that are required to carry tools and equipment.
- H. Employees performing service or maintenance work may be required to furnish their own hand tools. No such tools shall exceed 14 inches in length. Pipe threading and pipe cutting tools, vises, welding torches, power tools, and instruments for measuring temperatures, pressure, air velocities, voltage, amperage, etc., shall not be deemed hand tools and shall be furnished by the Employer. Tools supplied by the Employee to the Employer, which are broken, damaged or stolen, shall be repaired or replaced by the Employer.
- I. Employees shall be responsible for tools, equipment, vehicles, instruments, etc., supplied by the Employer, provided mutual security arrangements are made in the form of locked tool boxes, etc. Establishment of carelessness or negligence on the part of the Employee shall make the Employee liable for

replacement of lost or stolen tools.

ARTICLE VI - Hours and Related Matters

- A. The basic work day shall consist of eight (8) consecutive hours between 6:00 A.M. and 5:30 P.M. Monday through Friday, with the exception of Holidays herein provided. The work day shall remain consistent. The basic work week will consist of forty (40) hours, Monday through Friday, inclusive, with the exception of Holidays herein provided. Residential service hours may be established by mutual agreement between the Local Union Representative and the Employer. If a Tuesday through Saturday work week for Residential Service work is established, the employee shall be compensated 1.25 times the appropriate wage rate for hours worked on Saturday.
- B. All overtime work on new construction, service and maintenance in excess of (8) hours and Saturdays shall be 1-1 /2 times the straight time rate of wages.
- C. Work on Sundays and Holiday, or days set aside for their observance shall be paid at two (2) times the straight time rate of wages.
- D. Standby ... If an Employee is required to be available for work on weekends, he shall be paid in accordance with the Local Agreement. Standby shall be equally distributed among all Employees in the shop, and inability to standby for just cause shall not be cause for disciplinary action. If standby pay is not covered in the Local Agreement, the following paragraph shall apply:
- E. Employees SCHEDULED to be available by telephone, radio, or pager service for emergency service work after hours, weekends and holidays, shall be paid four (4) hours at the straight TIME RATE FOR EACH SCHEDULED WEEK. If the employee has emergency service calls during the scheduled week these hours shall be offset. (i.e. A scheduled service week with no emergency service calls equals four (4) hours straight time pay; a scheduled service week with two (2) hours emergency service or more at double time rate equals no additional hours paid at the straight time rate.

- F. On new installation or equipment replacement work, should it become necessary as a convenience to the customer to work a shift other than normal working hours, the shift shall be established as an eight hour shift during the regular work week (Monday through Friday) and shall be a minimum of 3 days in duration. Pay for the shift work shall be the employee's regular wage rate plus 15%. Fringe benefits will be paid at the regular rate.)
- G. Double time shall be paid for all hours worked on the following listed Holidays, or the days set aside for their observance: Independence Day, Labor Day, Thanksgiving, Christmas, New Year's Day, and Memorial Day.
- H. The parties to this Agreement recognize the need to provide a drug-free and alcohol-free workplace. Therefore, if the local union, in the jurisdiction where the Employer is performing work, has in place a negotiated drug and alcohol policy, that policy will become part of this agreement.

ARTICLE VII - No Strike or Lockout

- A. The Union agrees with each Employer that there will be no strike, boycott, picketing, work stoppage, slowdown or any type of interference with the Employer's business or jobs. The Employer agrees there will be no lockout.
- B. In the event that the parties to this Agreement do not reach a settlement for a new Agreement prior to the expiration of this Agreement, or in the case of a deadlock in the Grievance Procedure described herein, the Union and the Employers agree to submit the unresolved issues to the Industrial Relations Council for the Plumbing and Pipefitting Industry for a binding decision. Unless a different date is agreed upon, all effective dates in the new Agreement shall be retroactive to the date immediately following the expiration of the existing Agreement.
- C. The Union may strike where an Employer fails to pay wages in full and on time, or the Union has been advised by the administrative officer of the fringe benefit funds that the employer is delinquent in the payment of fringe benefits.
- D. Should the Union deem it necessary, it shall have the right

to appoint a steward at any shop or job where workmen are employed under the terms of this Agreement. The steward shall be a working M.E.S. Journeyman or Serviceman and be appointed by the Business Manager or Business Agent of the Union. The steward shall report job problems to his supervisor and try to resolve the problem. If the problem cannot be corrected, the Grievance Procedures shall be followed.

ARTICLE VIII - Grievance Procedures

Any grievance or dispute arising between the parties to this Agreement shall be promptly adjusted through the following steps of procedure:

Steps

1. Any grievance shall be first adjusted by the aggrieved Employer or Employee, and if not settled within ten (10) days, then shall proceed to Step 2.
2. Failing to settle the dispute, the grievance shall be submitted in writing and shall be heard by the Union Business Representative and a top level Management Representative at a mutually agreeable date, and if not settled within ten (10) days, then the grievance shall proceed to Step 3.
3. Failing to settle the dispute, the grievance shall be submitted in writing to and heard by a joint meeting of the Local Labor-Management Committee at a mutually agreeable date, not more than five (5) working days after failure to settle the dispute in Step 2. A majority of the equally represented Local Labor-Management Committee shall cause settlement of the dispute which shall be binding on both parties involved. If not settled within five (5) days, then the grievance shall proceed to Step 4.
4. Failure to resolve the dispute shall result in referral in writing within ten (10) working days to the Joint Negotiating Committee comprised of the Ohio State Association representatives, and the Ohio Mechanical and

Plumbing Industry Council representatives. Within thirty (30) days of receiving the referral, The Joint Negotiating Committee will meet to hear and resolve the dispute. The decision made by the committee will be final and binding on the parties hereto and the aggrieved party.

ARTICLE IX - Freedom of Movement

- A. To allow the Employer to obtain work in jurisdictions other than its home Local Union's, the Agreement does provide for freedom of movement into most of the counties in the State of Ohio, except those specifically excluded in the Agreement. All contractors signatory to this Agreement, performing work outside of the territorial jurisdiction of the Local Union with which he has a signed Agreement, may supply the first two (2) men on the job. The next two (2) men will be from the Local Union in whose territorial jurisdiction the job is located. The remaining employees necessary to complete the installation shall be hired on a 50-50 basis. (i.e., The Employer is permitted to furnish 50% of the manpower from the Local Union in whose territorial jurisdiction his shop is located.) This article does not apply in the following counties: Lucas, Wood, Cuyahoga, Ashtabula, Geauga, Lake, and parts of Summit and Medina.
- B. When an Employee is working in an area other than his home Local Union's;
- a.) Any Employee performing service work in the jurisdiction of a local union, other than his home local union, for a period of eight (8) hours per week, shall notify the local union in whose jurisdiction the work is being performed. These Employees shall pay working assessments and/or travel card dues, if any, only to their home local union unless the Employee is scheduled to work in this area for a period exceeding thirty (30) consecutive working days or the job duration is scheduled for more than thirty (30) days.
- b.) Travel time to and from work in a jurisdiction other than the home Local Union's, shall be paid to the Employee at the home Local Union's negotiated straight time rate as per employee's qualification. Travel time shall begin at

the time the Employee leaves the jurisdictional line of the home Local Union, and shall continue being paid at the straight time rate until the Employee returns to the home jurisdictional line. Exceptions to this shall be, when an Employee performs work in a jurisdiction other than his home Local Union's, and the following conditions are met:

1. the work is going to be for more than two (2) working days duration; and
 2. it is necessary to employ a mechanic or mechanics from the jurisdiction where the work is to be performed; then, the traveling Employee shall be paid at the higher rate of the two (2) jurisdictions in addition to the above described travel pay.
- C. When the Employee is required to stay overnight, arrangements for lodging, meals and/or other incidental expenses shall be agreed upon between the Employer and the Employee before the job starts. When the two (2) parties cannot agree on fair expenses, the Local Union Business Representative shall be called in to assist in a fair conclusion.
- D. When an employee performs work on the job at other than the regular working hours, he shall be paid at the higher overtime rate of the two (2) jurisdictions.

ARTICLE X-Wages

- A. **M.E.S. Journeymen (MESJ)** shall receive wages and fringes commensurate to that of the Journeymen in the Local Agreement unless a separately negotiated market rate has been established for M.E.S. Journeymen within the local union's jurisdiction.
- B. **M.E.S. Servicemen (MESS)** gross wage package shall be locally negotiated not less than 65% or more than 75% of the M.E.S. Journeymen gross wage package as specified above (not including Education/ Apprentice Fund and Industry Fund contributions) in effect July 31 of the current year. Health/Welfare, National Pension and if applicable, Optional Local Union Defined Benefit, Pension, and/or Defined Contribution Plan contributions of this contract shall be

deducted from this M.E.S. Serviceman's wage. In the event a locally negotiated gross wage package for M.E.S. Servicemen has not been established, then the M.E.S. Servicemen gross wage package shall automatically default to 70% of the M.E.S. Journeymen gross wage package as specified above (not including Education/Apprentice Fund and Industry Fund contributions) in effect July 31 of the current year. Health/Welfare, National Pension and if applicable, Optional Local Union Defined Benefit, Pension, and/or Defined Contribution Plan contributions of this contract shall be deducted from this M.E.S. Serviceman's wage.

- C. Wages may be distributed by majority vote of employees working under this agreement of each Local into the Optional Local Union Defined Benefit, Pension, and/or Defined Contribution Plan.
- D. After one (1) year of employment each M.E.S. Serviceman, M.E.S. Apprentice, and M.E.S. Tradesman shall receive five (5) days paid vacation at the straight time rate of eight (8) hours per day. This vacation time will not be accruable and fringes will not be applied. The Employee must take a vacation away from work in order to receive payment. Each Employee shall make a written request at least thirty (30) days prior to the desired vacation time.
- E. **M.E.S. Apprentice (MESA) wages shall be as follows:**
 - 1st year - 45% of M.E.S. Serviceman's gross wage package
 - 2nd year- 60% of M.E.S. Serviceman's gross wage package
 - 3rd year- 75% of M.E.S. Serviceman's gross wage package
 - 4th year- 90% of M.E.S. Serviceman's gross wage packageShould a fifth (5th) year be required by Building Trades Apprentice Standards then the M.E.S. Standards will be adjusted accordingly.
- F. Any Apprentice starting the first year of their apprenticeship shall not have National Pension and if applicable, Optional Local Union Defined Benefit, Pension, and/or Defined Contribution Plan contributions made for the first and second year of their employment. This amount shall

become wages for the first two (2) years. After the second anniversary date, or the beginning of the third year of their apprenticeship, the contract rate shall be contributed.

- G. There shall be a list of Apprentice applicants established by the Local Labor-Management or Apprenticeship Committee. The Employer shall select apprentices from that list. If entry level persons are not available from the list within seven (7) days from the time a new apprentice is requested, the Employer has the option of selecting entry level persons from their own sources. Persons selected from sources other than the established list shall be referred through the Local Union within seven (7) days of their Employment. Persons selected from the Employer's sources shall be considered probationary and shall not replace an indentured apprentice.

Probationary Employees hired in this manner shall receive 40% of the M.E.S. Serviceman's rate for the first six (6) months from the time they are referred through the Union. There shall be no Health and Welfare contributions made for the first ninety (90) days of the probationary employment.

On the sixth (6th) month anniversary date, the entry level person shall be paid at the regular M.E.S. Apprentice rate and shall begin his apprenticeship.

- H. **M.E.S. Tradesmen (MEST)** gross wage package shall be locally negotiated not less than 45% or more than 55% of the M.E.S. Servicemen gross wage package as specified above. In the event a locally negotiated gross wage package for M.E.S. Tradesmen has not been established, then the M.E.S. Tradesmen gross wage package shall automatically default to 50% of the M.E.S. Servicemen gross wage package
- I. Payday shall be once a week, no later than five (5) working days following the close of the pay period. However, if mailed, Employers will mail such checks no later than the third working day following the end of the Employers weekly payroll period. Employees are to be paid at the option of the **Employer AND SIGNED PERMISSION OF THE EMPLOYEE** in either cash, or negotiated check, or by direct deposit into the employees designated account.

- J. When employees are fired, they shall receive their final payment in accordance with the Employers normal payroll cycle.
- K. An employee that is laid off shall be paid in full all wages owed at the time of termination.
- L. An employee who voluntarily quits shall receive their final payment in accordance with the Employers normal payroll cycle.
- M. Notwithstanding anything to the contrary contained in this Agreement, the wage rates and package percentages set forth herein are considered minimums. This means that any Local Union may, at its discretion, negotiate wages rates and/or package percentages greater than those stated herein but those higher rates and/or percentages shall only be binding on the particular Local Union(s) and Contractors(s) that negotiated such higher amounts for their area. To the extent higher rates and/or percentages are negotiated, the bargaining parties who negotiated such higher amounts shall attach them to the Agreement as Attachment A.

ARTICLE XI - Fringe Contributions, Etc.

- A. The Employer signatory to this Collective Bargaining Agreement, hereby, adopts and agrees to be bound by all terms and provisions of the Trust Agreement, as well as any rules and regulations established thereunder by the TRUSTEES for all fringe benefit funds and as the same are amended from time to time as if the Employer was a party thereto. The Employer further agrees to be bound by the rules and procedures for the collection of contributions as they are established, or as they will be amended from time to time by the TRUSTEES of those funds, including, but not limited to, provisions relating to Employer liability for reasonable liquidated damages, attorney fees and audit fees.
- B. Fringe benefit contributions and other deductions shall be withheld from the gross wage package by the Employer and shall be submitted to the Local Union or to the agency designated by the Union no later than the Twentieth (20th) day of the month following the month monies were withheld.

In the event the Employer fails to submit the contributions on time, the Union may withhold employees from the Employer by notifying the Employer that it is in default and that employees will be withheld in five (5) days if payments are not submitted by the Thirtieth (30th) day of the month (delinquent date). Employees working under this Agreement shall be a party to and contribute to any building fund or other deducted contribution designated by the Local Union in which they are members when working in their home jurisdiction.

- C. If any individual Employer shall fail to pay the required contributions by the delinquent date, such Employer shall be liable for liquidated damages in the amount of ten percent (10%) assessed on all amounts due to the Fund. The Employer shall be considered delinquent if it fails to submit full and timely contributions on behalf of all employees for whom contributions are required under the Collective Bargaining Agreement.
- D. In the event that any action or proceedings against a participating Employer is necessary to enforce the payment of any contributions to the fringe benefit funds, the TRUSTEES or the Union shall have the right to sue and recover on behalf of the funds the amount of the unpaid contributions plus all costs incurred in connection therewith, together with all reasonable attorney fees, interest and liquidated damages. Late payment of fringe benefit contributions shall be subject to such penalties, costs, interest, and/or liquidated damage terms as specified by the terms of the applicable fringe benefit plan.
- E. New Employers and Employers having two (2) or more delinquencies over the past twelve (12) months shall be required to post a security bond in the amount of Five Thousand Dollars (\$5,000.00) to insure payment of fringe benefit contributions. Employers having no delinquency within the past twelve (12) months shall not be required to do so.

Contractor must provide a bond to insure payment of fringe benefits and deductions as outlined by the applicable Local Bargaining Agreement.

- F. At any time, the TRUSTEES for all fringe benefit funds shall have the right to have a certified public accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to said respective funds. The Employer shall be notified seven (7) days in advance of the audit.
- G. Neither the Union nor the TRUSTEES of any fringe benefit fund shall be required to pursue the collection of delinquent contributions through the grievance and arbitration procedure provided elsewhere in this agreement.
- H. **Health and Welfare.** The Employer agrees, as a condition to the furnishing of employees by the Union, that each Employer shall contribute to the Ohio State Health and Welfare Fund or a suitable Health and Welfare Fund as determined by the local MES Labor Management Committee an amount per hour worked, as set forth hereon for whom the Union is Bargaining Agent under this Agreement. **Any additional mid-year increase required to maintain existing coverage during this Agreement shall be paid by the Employer and Employee on a 50/50 shared basis.**

Contribution Rate as of 8/1/16 = \$6.25 per hour worked

- I. **Pension Plan.** The Employer agrees, as a condition to the furnishing of employees by the Union, that each Employer shall contribute an amount of money per hour worked, as determined for the Employee for whom the Union is Bargaining agent, to the Pension Plan. The plan shall be the United Association National Pension Plan.

Contribution Rate as of 8/1/16 = \$ 1.50 per hour worked

- J. **Training Fund.** The Employer agrees, as a condition to the furnishing of employees by the Union, that each Employer shall contribute to the TRUSTEES of the Education Fund of Local Union an amount per hour worked equal to that amount contributed to the Apprentice Fund under the Local Building Trades Agreement.
- K. **Industry and Promotion Fund.** The Employer agrees, as a condition to the furnishing of employees by the Union, that each Employer shall contribute to the Local Industry and

Promotion Fund an amount per hour worked equal to the amount contributed to the Fund under the provisions of the Local Building Trades Agreement.

- L. **Optional Local Union Defined Benefit, Pension and/or Defined Contribution Plan.** The Employer agrees, as a condition to the furnishing of employees by the Union, that each Employer shall withhold from the gross wage package an amount of money per hour worked or paid as established through local custom of Local Plan(s), as determined for the Employee for whom the Union is the Bargaining Agent, to the Optional Local Union Defined Benefit, Pension and/or Defined Contribution Plan if the Local Union exercises this option.

ARTICLE XII-Hiring Practices

- A. The Employer agrees that the exclusive source of M.E.S. Journeymen, M.E.S. Servicemen, M.E.S. Apprentices, and M.E.S. Tradesmen shall be a job referral system operated by the Union.
- B. Whenever an Employer requires a M.E.S. Journeyman, M.E.S. Serviceman, M.E.S. Apprentice, or M.E.S. Tradesman, he shall notify the Local Union office within forty-eight (48) hours, stating the location, starting time, approximate duration, type of work to be performed and the number of workmen required.
- C. Upon the request of an Employer for M.E.S. Journeymen, M.E.S. Servicemen, M.E.S. Apprentices, or M.E.S. Tradesmen, the Union shall immediately refer qualified and competent registrants in sufficient numbers required by the Employer in the manner and under conditions specified by this Agreement.
- D. In the event the Union is unable to refer M.E.S. Journeymen, M.E.S. Servicemen, M.E.S. Apprentices, or M.E.S. Tradesmen within forty-eight (48) hours, excluding Saturdays, Sundays, and Holidays, the Employer shall be privileged to obtain qualified employees from other sources. Such employees are to be referred through the Union and shall comply with Article IV of this Agreement.

- E. If an Employer can show just cause, it retains the right to reject any applicant referred by the Union. This rejection shall be in writing.

ARTICLE XIII - Labor-Management Committees

- A. Mechanical Equipment Service and Management Committee shall be established on a local level where Employers have signed this Agreement. This Committee shall consist of three (3) Employer members employing personnel under this Agreement and three (3) Union members working under this Agreement.

ARTICLE XIV -Procedure for Advancement of M.E.S. Servicemen

- A. The Local Union and the Employers agree that the Local Labor-Management Committee shall have the responsibility to monitor, recommend, and assist in any way possible the training and upgrading of M.E.S. Servicemen and M.E.S. Apprentices.
- B. Servicemen may attain Journeyman status with efficient training and work experience. In the absence of a formally recognized upgrade program approved by the Local Labor-Management Committee, Servicemen shall not be formally upgraded (i.e.: change of classification) without the prior written recommendation of the Local Business Manager and the Current Employer to the Local Labor-Management Committee for final testing and approval.
- C. It shall be acceptable under this Agreement for an Employee classified as a M.E.S. Serviceman to work temporary job assignments, and to be paid at the M.E.S. Journeyman rate without changing the Employee's classification. The Employee's classification shall be changed only after review and approval of the Labor-Management Committee.

ARTICLE XV - Terms of Agreement

This Agreement shall remain in full force and effect from August 1, 2021 until May 31, 2022 and from June 1, 2022 through May 31, 2026 and from year to year thereafter unless and until either party notifies the other in writing at least sixty (60) days prior to the annual date of expiration that a change in terms is demanded, provided however that both parties may mutually agree to alter or amend this Agreement at anytime. Each signatory shall make three (3) copies, one copy for its files, one copy for the Local Union and one copy forwarded to the Ohio State Association of Journeyman Plumbers and Pipefitters.

IN WITNESS WHEREOF, the parties hereto have executed this agreement to take effect the first day of August 2021

**THE OHIO STATE ASSOCIATION OF
PLUMBERS & PIPEFITTERS**

**MCAO OHIO MECHANICAL AND
PLUMBING INDUSTRY COUNCIL**



Jeff White, Chairman



Date



Ron Mitchell, Chairman



Date

By signature here below as a party hereto, the undersigned acknowledges that he/she has read and understand this Labor Relations Contract by and between the Ohio Mechanical and Plumbing Industry Council acting in his or its behalf and the Ohio State Association of Plumbers and Pipefitters and hereby agrees to the terms and conditions set forth herein in return for the employer benefits outlined in said contract.

Firm Name _____

Address _____

City, State, Zip _____

By _____ Title _____

Date _____

Acknowledged and accepted this _____ day of
_____, 20_____.

By the Ohio State Association of Plumbers and Pipefitters.

Business Manager/ Agent _____

Local Union _____

TO BE COMPLETED BY EMPLOYER

Internal Revenue Service Identification Number

Ohio Worker's Compensation Number

Ohio Unemployment Compensation Account Number

**ADDENDUM TO THE STATE OF OHIO MES AGREEMENT (OMESA)
 BETWEEN THE OHIO STATE ASSOCIATION OF PLUMBERS
 & PIPEFITTERS, AND THE OHIO MECHANICAL & PLUMBING
 INDUSTRY COUNCIL AS AMENDED AUGUST 1, 2021**

The wage rate for MES Serviceman as per OMESA Article X - B, M, E, S. Journeymen Gross Wage Package shall be as follows:


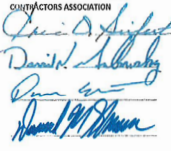
August 1, 2021	75%
June 1, 2022	76%
June 1, 2023	77%
June 1, 2024	77%
June 1, 2025	77%

Upgrade will be 5 years after attaining Serviceman status or 2 years by mutual agreement of Business Manager and Contractor with 30 hrs/year of Journeyman continuing education in each case. Any upgrade requests will be reviewed and approved by the MES Joint Conference Board, with the Serviceman requesting the upgrade passing the UA/MSCA Star Test to complete upgrade. The Star test will be given 1 time per year. The Serviceman's contractor shall be notified 30 days before the upgrade test is given. The upgrade package will be paid on the next pay period after the Joint Conference Board is notified of the Serviceman passing the test, being no more than 14 days after the test.

Calculation: MES Serviceman wages shall be calculated as follows (SAMPLE):

\$58.61	Building Trades Gross Wage Package (Including all benefits - effective 5/1/2016)
<u>X 75%</u>	<u>times percent (as per OMESA Article X - B, M, E, S. Journeyman Gross Wage Package)</u>
\$43.96	This would be the Serviceman's Total Wage Package
-8.73	minus Health and Welfare
-\$3.00	National Pension
-\$3.00	Local 94 Annuity
-\$.77	JATC
-\$.10	ITF
-\$.09	Industry Promotion
\$28.27	(MES Serviceman's Wage Rate)

*1st Year MES Apprentices will start at 50% of the Serviceman's gross wage package and calculated as per Article X paragraph (F) of the agreement.

<p>PLUMBERS AND PIPEFITTERS LOCAL 94</p> 	<p>EAST CENTRAL OHIO MECHANICAL CONTRACTORS ASSOCIATION</p> 
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