



Collective Bargaining Agreement

between the
United Association
Local Union No. 725 of Miami, Florida
and

Air Conditioning, Refrigeration, Heating and Piping Association, Inc., dba the
Mechanical Contractors Association of South Florida

JULY 16, 2016 - JULY 15, 2019



Coming together is a beginning;
keeping together is progress;
working together is success.

— Henry Ford

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Collective Bargaining Agreement
between the
Air Conditioning, Refrigeration, Heating and Piping Association, Inc.
and
United Association Local Union No. 725 of Miami, Florida

It is mutually understood that the interests of the public, the Employer and his or her Bargaining Unit Employees (hereinafter referred to as "Employees") and the Union can best be served and progress maintained and furthered in the Air Conditioning, Refrigeration, Heating and Piping Industry only if there is a sound, reasonable and harmonious working arrangement between the Employer and Employee. This Agreement, therefore, is made and entered into by and between the Air Conditioning, Refrigeration, Heating and Piping, Inc. (ACRHP) (hereinafter referred to as "Association" or "MCASF") acting for and on behalf of its members and other contractors represented by the Association (such members and contractors hereinafter referred to as "Employers") who have authorized the Association to bargain on their behalf with full and unequivocal authority to bind them in collective bargaining on a multi-employer basis, and United Association Local Union #725, Miami, Florida of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada (hereinafter referred to as "Union"). MCASF represents the multi-employer bargaining group members in negotiations with Local Union 725 on new collective bargaining agreements, and also represents the Employers in any other matters that may arise throughout the term of this Agreement, including, but not limited to, administration of this Agreement and grievance issues.

WITNESS: The purpose of this Agreement, which is entered into by and between the parties specified above by mutual consent, is: To establish and set forth in this Agreement rules and regulations to govern employment, wages and working conditions of the classifications established herein. To secure skilled journeymen so that the Employer may have sufficient capable Employees with as much continuous employment as possible, thereby preventing waste or delay caused by strikes, lockouts and other labor-management disputes. To encourage closer cooperation and better understanding between the Union, Employers and Employees.

WHEREAS, the Employer is a licensed contractor engaged in activities within the Scope of Work defined by this Agreement;

WHEREAS, the Employer has employed, now employs and will employ Employees represented by the Union for the performance of such work;

WHEREAS, the parties desire to provide for the training of Employees represented by the Union in the pipefitting, service and maintenance field and to establish a stable and harmonious labor relations environment, in order to ensure that work covered by this Agreement will be performed without unnecessary interruption for the benefit of the individual Employers and the public.

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises and covenants set forth in this Agreement, agree as follows.

ARTICLE I: GENERAL DEFINITIONS

I.01 Duration: This Agreement is effective July 16, 2016 through July 15, 2019.

I.02 Association: The Union and Employees hereby recognize the Association as the sole and exclusive bargaining representative for all Employers. Each Employer who executes this Agreement acknowledges that the Association is their duly authorized and recognized collective bargaining representative and that the Association represents the Employer for the purpose of collective bargaining until specifically revoked in writing 60 days prior to the expiration of this Agreement.

I.03 Union: The Association and the Employers hereby recognize the Union as the sole and exclusive bargaining representative for Employees performing work covered by this Agreement.

I.04 Employee: The term "Employee" as used herein is defined as a person performing Bargaining Unit work, which is work within the Scope of Work defined by this Agreement. This Agreement shall govern all employment of Journeymen, Apprentices, Pre-apprentices and other Employees referred by the Union to Employers during the term of this Agreement, except as hereinafter specifically provided.

I.05 Employer: The term "Employer" as used herein is defined as a licensed contractor, individual or form of organization engaged in activities within the Scope of Work defined by this Agreement whereas the Employer has employed, now employs and will employ Employees directly or supervises and directs the work of Employees provided through a subcontracting arrangement on work the contractor or organization has procured. The failure of an Employer to comply with the requirements defined herein shall not release the Employer from the terms of this Agreement but shall constitute a violation of this Agreement.

1.05 Employer, continued

A. Prerequisite for Employers. The Union shall not permit its members to work for Employers who are not signers of this Agreement.

B. Employer obligations. Each Employer who adopts or hires Employees under the terms of this Agreement, whether or not it signs this Agreement, thereby consents to be bound by all terms of this Agreement.

C. Business entities. If any Employer controls or operates any other business within the Scope of Work and territorial jurisdiction of the Union, that business entity shall either have a signed Agreement with the Union or this Agreement shall be interpreted as including such business entity under the term Employer.

1.06 Subcontracted work. Employers shall not subcontract work that falls within the scope of this Agreement to a non-signatory Employer.

A. The purchase of factory pre-assembled machinery products (such as pump skids, air handlers, etc.) is exempted from this provision; however, the on-site handling, and installation of these products is not exempted.

B. If any Employer violates the provisions of this Article, it shall be liable in damages to the Association and the Union, its members and the Employees it represents for any economic benefits, including but not limited to wages and fringe benefits lost to said individuals by virtue of such violation. For the purpose of attempting to establish damages and proving a violation of this Article, the Union shall have the right to inspect all records of the Employer, including invoices, contracts, payroll records and all other pertinent documents for this purpose.

C. The Employer, in addition to the above, shall be liable to the Union for all costs incurred by the Union in prosecuting a violation of this Article, including but not limited to reasonable attorneys' fees incurred, legal costs and auditors' fees.

D. On jobs, required to comply with state, local, and/or federal laws pertaining to subcontracting to a minority business enterprise an Employer may subcontract to a minority business enterprise, if that Employer has executed this Agreement with the Union for the entire length of that job. Contracts for the length of a particular job will be available only in this instance. Both parties agree that this is in no way a violation of Section 2.09 of this Agreement.

1.07 Scope of Work / Bargaining Unit Work: This Agreement shall apply to and cover all Bargaining Unit Work performed by the Employer and all of its subdivisions and branches performing Bargaining Unit Work within the territorial scope of this Agreement. Specifically, Bargaining Unit Work includes, but is not limited to, the installation of all heating, ventilating, air conditioning (HVAC) systems, including equipment and or related piping systems, and the handling of all piping, appurtenances and equipment pertaining to all new construction and renovation, and residential and service work (as described in the National Service and Maintenance Agreement). Construction projects, including industrial projects such as electrical power generating plants, shall also be deemed to come within the jurisdiction of the Union. Bargaining Unit Work shall also include all items listed in Exhibit A, "Jurisdiction".

1.08 Union Agents: The Association recognizes solely the Union's Business Manager and Business Agent(s) as being authorized to act for or on behalf of the Union in any matter whatsoever under the terms of this Agreement. The actions, declarations or conduct of any other person except those herein named, whether performed or made with respect to the Union or not, are not and shall not be considered to be the acts of any officers or agents of the Union and shall not constitute any authorized acts for or on behalf of the Union, nor will the Employer nor the Union recognize these persons as the Union's officers or agents for that purpose.

ARTICLE II: TERMS OF THIS AGREEMENT

2.01 Non-discrimination. The Employer and the Union agree there shall be no discrimination against any Employee because of race, color, religion, sex, national origin, disability or for other reasons prohibited by applicable Federal or state law in accordance with the President's Executive Order 11246, as amended, and Title VII of the Civil Rights Act of 1964. Wherever 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. Referrals shall not be based on or in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of Union Membership, policy or requirement.

2.02 Essential Provisions. It is understood and agreed by the parties to this Agreement that no provision contained in their Constitution, Bylaws, working rules or regulations will prevent compliance with the terms of this Agreement or shall be considered a part of this Agreement, nor used in interpretation thereof.

A. The parties agree that this Agreement is intended to cover all matters affecting wages, hours and other terms and conditions of employment during the term of this Agreement.

B. Neither the Association nor the Union shall be required to bargain about any other matters during the term of this Agreement, however, the parties may enter into mutually agreed upon memorandums of understanding, which shall be adopted into the subsequent agreement, following the expiration of this Agreement.

C. No new working rules, regulations or stipulations shall be adopted by either party that may conflict with this Agreement during the time of its effectiveness unless mutually agreed to or legally required.

D. Nothing herein shall be construed as limiting Employee Benefit Trust Funds, as such term is defined in Article XI, nor their respective boards of trustees, in the performance of their duties under the agreements and declarations of trust, and plan documents for each and/or all of the Employee Benefit Trust Funds.

E. The parties agree that the breach of any provision of this Agreement constitutes a substantial breach of this Agreement. The parties agree that, upon a breach of any provision of this Agreement, either party may, at its option, seek enforcement that it deems appropriate by judicial determination or by other judicial relief, or it may submit the violation in accordance with the Grievance and Arbitration Procedure outlined in Article X.

F. Special Opening: Any part of this Agreement may be opened during the term of this Agreement only upon joint consent in writing, and the consent shall specify the limited subject matter to be negotiated in the opening. The Union shall notify Employees of any agreed upon modifications and the Association shall notify all Employers of any agreed upon modifications.

2.03 Legal Compliance. It is the intent of this Agreement to comply with all Federal and State laws. Nothing in this Agreement shall be construed as being in contravention of the Constitution of the State of Florida, as amended, the laws of the State of Florida, or any law, rule, or executive order of the United States.

2.04 Savings and Severability Clause. If any term or provision of this Agreement is, at any time during the life of this Agreement, in conflict with any law, such term or provision shall become invalid and unenforceable. In the event that this should occur, the Union and Association shall meet and bargain in good faith over the affected term or provision. Either party to this Agreement shall have the right to address any such issue in question by giving the other party thirty (30) days written notice. Such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

2.05 Renewal of Agreement. This Agreement shall remain in effect through and including July 15, 2019 and, will renew, for successive one year periods thereafter, unless and until such time as a successor collective bargaining agreement is negotiated. If, at the end of this Agreement, either party desires to open the Agreement, it shall notify the other party in writing at least sixty (60) days before the end of this Agreement, or before the end of any one (1) year renewal period.

2.06 Labor Management Committee. Two (2) people from the Union and two (2) people from the Association will meet periodically to discuss contract language, cleaning up of unresolved language changes and to put the Agreement in proposal order. This Labor Management Committee will meet periodically throughout the life of the Agreement to address changes necessary to retain or gain industry share.

2.07 Union Mergers. If at anytime during the term of this Joint Agreement, U.A. Local Union #725 should merge with any other Union, the Association may, at its option, terminate this Agreement.

2.08 Favored Employer and Favored Nations

A. Favored Employer. In the event the Union hereafter enters into any agreement with any Employer engaged in Bargaining Unit Work, then the Union shall immediately provide the Association a copy of the agreement. The Association shall have the option to adopt the terms of that agreement, or parts thereof, entered into by the Union and such other Employers covering only that particular type of work. This Agreement shall thereupon be deemed amended accordingly.

Provided, however, the Union may, under its Metal Trades Charter, negotiate and execute agreements with Employers performing work that is primarily non-jobsite that may contain clauses different than this Agreement. In the event this occurs, an Employer signatory to this Agreement shall not be entitled to incorporate the provisions of such other agreement into this Agreement, but he shall have the right to sign the Metal Trades Charter Agreement in addition to this Agreement.

B. Favored Nations. In the event the Union negotiates a more favorable economic package with any other association or individual employer, the Employers signatory to this Agreement shall be entitled to adopt that more favorable economic package by reducing the basic hourly wage by the difference in cost for each classification contained in the Wage & Benefit Schedule in Exhibit D of this Agreement. For purposes of this section only, the economic package shall be defined as the total hourly costs (wages & benefits) as provided in the Wage and Benefit Schedule of this Agreement, including Local Union 725 dues and MCASF dues.

2.09 Project Agreements. Notwithstanding Section 2.08 of this Agreement, should the Union negotiate a Project Agreement (i.e. an agreement limited to a single project), the terms and conditions of that Project Agreement shall be available to all Employers that are bidding that project. The Union shall immediately provide the Association a copy of each Project Agreement.

2.10 UA National Agreements. A signer of this Agreement, whose place of business is located within the territorial jurisdiction of the Union, shall have the same bidding privileges against an Employer signatory to any UA national agreement.

2.11 UA Standard for Excellence Policy. The Union and the Association agree, on behalf of their respective members bound hereto, to abide by the UA Standard for Excellence policy, included as Exhibit B.

ARTICLE III: JURISDICTION & UNION SECURITY

3.01 Jurisdiction. The geographical jurisdiction covered by this Agreement shall be Miami-Dade, Broward and Monroe counties, Florida, and other areas so designated by the United Association, including joint jurisdiction in Collier, Lee, Charlotte and Sarasota counties for unlimited HVACR service and new installation up to 100 tons, as memorialized in the UA Agreement for Jurisdictional Reorganization for Southwest Florida.

A. If, during the life of this Agreement, changes are made in the jurisdiction of Local 725, this Agreement will apply to all projects within the new jurisdiction so designated by the United Association.

B. An Employer, when performing Bargaining Unit Work outside of the jurisdiction, shall pay its Employees the applicable taxable wage rates contained in the Wage and Benefits Schedule in Exhibit D of this Agreement, or the applicable taxable wage rates of the United Association Local Union in the area the Employer is working, if that rate is higher. All other terms and conditions of this Agreement, including but not limited to payment of fringe benefits, shall be adhered to by the Employer when performing work covered under this Agreement outside of the jurisdiction.

C. In addition to the above, the Union and the Association agree on behalf of their respective members and Employers bound hereto, to abide by the Freedom of Movement Agreement adopted by the Florida Pipe Trades Council, included as Exhibit C.

3.02 Jurisdictional preservation. In no case shall the Union enter into any agreement with any member of the Building Trades Council or any other Local Union within the Union's jurisdiction that gives up trade or craft jurisdiction as set forth in this Agreement.

3.03 Trade or craft disputes. It is understood that a trade or craft dispute in a United Association Local Union or between two or more United Association Local Unions shall be adjudicated and decided in accordance with the procedure established in Section IV of the Constitution of the United Association.

3.04 Jurisdictional disputes. There shall be no work stoppage because of jurisdictional dispute.

3.05 Jobsite access. Authorized Union representatives shall have access to jobsites where Employees are working, provided that they comply with customer and jobsite rules and they do not interfere with the Employees or cause them to neglect their work.

ARTICLE IV: ECONOMIC PACKAGE

4.01 Changes in work classification. Employees working at their current classification shall remain at their present wage scale and will not take a reduction in pay, and shall receive all increases at the applicable rate. Whenever an Employee changes Employers, the new wage scale shall then become effective. Whenever a change in classification, fringe benefit contribution rates and requirements, or wages occurs, (i.e. R-2 to R-1 Journeyman or A-1 to A-2 Apprentices, etc.) it shall be made effective commencing with the next payroll period or fringe benefit reporting period.

4.02 Journeymen. There shall be five (5) Journeyman wage classifications, R-1, R-2, R-3, R-4 and R-5, as covered in the Wage and Benefits Schedule, Exhibit D:

R-1

R-2: 80% of R-1

R-3: 65% of R-1

R-4: 55% of R-1

R-5: \$2.00 per hr above R-1 Rate

4.03 Journeymen continuing education. In order to provide for the betterment of the unionized sector of the industry by continuing the education of Employees in the midst of ever-changing technology, the parties hereby agree that all Journeymen shall be required to attain at least seven (7) hours of continuing education units (CEUs) during the twelve month period ending June 30th of each year.

A. Although the Union and Association encourage Employees to participate in a broad array of educational opportunities, only skills-based classes approved by the ACRA Local Union 725 Joint Apprenticeship Training Committee Trust (the "JATC Trust") shall count as CEUs toward meeting this requirement.

B. Employees may appeal to the JATC Trust for approval of exceptions (such as seminars and courses that were sponsored and/or offered by any industry employer, equipment manufacturer, educational training program for Journeyman and/or Apprentices, governmental agency, or labor organization). Appeals must be in writing, and must be submitted by May 1st of each year. JATC Trust approval or disapproval will be final.

C. It shall be each individual Employee's responsibility to provide CEU records to their Employer. Employers shall be required to provide these CEU records to, or otherwise ensure that same have been received by the JATC Trust, which shall keep record of all CEUs completed by each Employee. On July 1st of each year, the Association, each Employer and the Union shall request a list from the JATC Trust of all Employees who have met the seven (7) hour CEU requirement.

D. Should a Journeyman fail meet the seven (7) hour CEU requirement prior to June 30th of each year, that Journeyman shall not receive any scheduled wage increase provided for under this Agreement, unless and until such time as that Journeyman satisfies any deficiency in annual CEUs for the immediately preceding twelve (12) month period. Upon completion of such obligations, the Association shall notify its member Employers and the Union and that Journeyman shall be immediately entitled to an increase in his hourly wage rate to the amount of the scheduled wage increase for his/her appropriate classification.

4.04 Employment After Normal Retirement at Age 65. An Employee who is age sixty-five (65) years or older who elects to continue to work as an Employee and receive a normal retirement benefit shall have all Employee Fringe Benefit contributions under Article XI and all other contributions and payments required by this Agreement paid on their behalf in accordance with the terms of this Agreement.

4.05 Payment of fringe benefit contributions.

A. Reallocation. If at any time, the Union wants any money moved from taxable wages to fringe benefits, it may be done if thirty (30) days notice is given to the Association.

B. Fringes on overtime hours. On any overtime hours worked, the fringe benefits shall be paid at the applicable overtime rates. However, contributions to the International Training Fund (ITF) and the JATC Trust shall be paid on hours worked.

C. Pre-apprentice fringes. There shall be no fringes paid on Pre-apprentices, except JATC Trust contributions. If a Journeyman or Apprentice volunteers to work in this category with the approval of the Union due to unfavorable economic conditions they shall be paid all fringes that would normally be paid for their benefits.

D. Education contributions. The Employer shall pay the JATC Trust contribution on all Employees referred by the Union.

E. Fringe Benefit Reserve Contribution: The Fringe Benefit Reserve Contribution shall apply to all Journeyman and shall be paid on hours paid.

4.06 Elective contributions for the Defined Contribution Trust Fund. R-1, R-2, R-3, R-4 and R-5 Journeyman (and any other work classifications eligible to participate as per this Agreement and the National Service and Maintenance Agreement, e.g. MESJ, MESS, etc.) can elect to increase their contributions to the Defined Contribution Retirement Trust Fund (as defined in Article XI). The election, or a change to a previous election, can be made only once per year, during the months of October and November, and shall be in effect the following January. Contribution amounts shall follow IRS limitations. In addition to the Defined Contribution Trust Fund contributions defined in Exhibit D, Journeyman may elect the following additional contributions to be deducted from the taxable wage rate. The following Defined Contribution Trust Fund contribution rates apply:

- A.** additional \$1.00 per hour contribution
- B.** additional \$2.00 per hour contribution
- C.** additional \$3.00 per hour contribution
- D.** additional \$4.00 per hour contribution
- E.** additional \$5.00 per hour contribution
- F.** additional \$6.00 per hour contribution
- G.** additional \$7.00 per hour contribution

4.07 Payroll deductions. Employees may elect to have a payroll deduction from the taxable wages after income tax and social security deductions have been made from the Employee's gross wages. If requested by the Employee, the Employer will deduct the monies so designated by the Employee and forward that amount to the institutions designated by the Union. A thirty (30) day notice shall be given to the Employer as to where the deduction is to be paid. The amount of the deduction shall be determined by the Employee and may be changed annually upon request of that Employee.

ARTICLE V: ASSESSMENTS

5.01 Union working assessment check off.

A. The Employer agrees that upon receipt of a valid authorization for the working assessment check off signed by an Employee covered by this joint Agreement and complying with Section 302 of the National Labor Relations Act, the Employer shall deduct weekly from said Employee's wages such working assessment as are required by the Union or its members or members of the United Association of Journeyman and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO, who have been referred from the Union, so long as such authorization for check-off is valid and in effect and not revoked by the Employee.

B. Check off amount. The parties agree that the amount of the working assessment that the Employer shall check off, which has been duly established by the Union, shall be an amount equal to two percent (2%) + \$0.20 per hour worked of the Employee's weekly gross wages and that if that amount is subsequently changed by action of the Union, the Employer will check off the amount required by the change, provided the Union sends to the Employer a letter duly signed by the Union's President and Business Manager/Financial Secretary-Treasurer attesting to the change and giving the Employer at least thirty days (30) to comply, provided that the authorizations and the purposes for the check off conform in all respects to the requirements of Section 302 of the National Labor Relations Act, as amended. As consideration of the bookkeeping expenses involved in such check off, the Union agrees to indemnify and hold the Employee and his/her Employer harmless from any actions growing out of these deductions commenced by any Employee or any governmental agency against the Employer and assumes full responsibility for the disposition of the funds so deducted once they have been paid to the Union.

5.02 MCASF Dues. The Association shall provide for its members training and representation in all matters that pertain to labor management. No part of the funds of the MCASF shall be used for lobbying in support of anti-labor legislation or anti-labor litigation or to subsidize Contractors by the payment of monies to them in connection with legal work stoppages or strikes against such Contractors.

A. Rate. The Employer agrees to pay a contribution to the Association for each hour worked by all classifications except first year Apprentices and Pre-apprentices as specified on the Wage and Benefit Schedule (Exhibit D). The Association reserves the right to adjust the dues contribution amount at any time during the term of the Agreement, provided that notice is sent to Employers at least thirty (30) days prior to the effective date.

B. Bonding. Contributions to the Association shall be secured by Employer bonds as described in Article XI.

C. Bylaws. Signatory Employers agree to be bound by the Association bylaws, as may be amended and revised.

D. Reporting. Contributions shall be reported on reporting forms approved by the Boards of Trustees of the Employee Benefit Trust Funds and shall follow the same payment due period and delinquency fines and penalties as outlined in Article XI.

ARTICLE VI: WORK CLASSIFICATIONS

6.01 Journeymen. There shall be five (5) classes of work being performed by Journeymen. At the time of referral, all Journeyman Employees will be assigned to one specific classification of work. The Employer shall pay the wage rate for that specific classification or higher.

R-1: Commercial unlimited, all piping systems over one-hundred (100) tons.

R-2: Commercial limited, piping limited, all air conditioning systems refrigeration, piping up to one-hundred (100) tons.

R-3: Commercial air conditioning, refrigeration, ice machines, self contained and split systems up to fifty (50) tons.

R-4: Unlimited residential and light commercial up to ten (10) tons.

R-5: Industrial: electrical power generating plants. The term "Industrial Scale" as used herein is defined as qualifying work done on electric power generating plants. No Employee will receive the Industrial Wage unless the Union is issuing referrals on that Industrial Job.

6.02 Supervision. The selection of craft Foreman and General Foreman shall be the responsibility of the Employer.

A. Foremen. On any construction job requiring less than five (5) Journeymen, it is left to the Employer's discretion to designate a Journeyman Employee to take charge and, if designated, he shall be paid at the Foreman's rate of pay. A Foreman shall be required on any air conditioning job of one-hundred and fifty (150) tons or over. On any construction job that requires the services of five (5) or more Journeymen, one of the five (5) shall be designated by the Employer as a Foreman and shall be paid at the Foreman's rate of pay while so acting.

B. General Foremen. No construction Foreman may supervise at the same time more than one job that requires a Foreman. At the Employer's discretion, one Foreman may supervise up to nine (9) Journeymen. Should additional Journeymen be required,

an additional Foreman shall be designated. When three (3) Foremen are required, the Employer shall designate a General Foreman who shall assume the duties of supervising the Foremen and shall be paid at the General Foreman's rate of pay. A General Foreman may supervise up to five (5) Foremen.

C. No one shall direct Apprentices, Journeymen, Foremen or General Foremen except their immediate supervisor. Only United Association Union members and Employers can direct a Journeyman or Apprentice member of Local Union 725.

6.03 Apprentices. There shall be a work classification known as Apprentice governed by this Agreement. Apprentices may perform any work of the trade, limited only by their capabilities, and licensure provided that they are under the direction of a Journeyman.

A. Apprentice ratios. All shops regularly employing Journeymen may employ Apprentices as follows:

Service R-1 ratio: 1 Journeyman to 1 Apprentice

Construction R-1 ratio: 1 Journeyman to 1 Apprentice

R-2, R-3 & R-4 ratio: 1 Journeyman to 1 Apprentice

Industrial R-5 ratio: 2 Journeymen to 1 Apprentice

B. Apprentice supervision. Each Apprentice shall be under the supervision of the JATC until his or her training is satisfactorily completed. The JATC shall act as an arbitration board to settle any complaint or dispute between an Employer and an Apprentice.

C. Apprentice selection. Selection of Apprentices and the administration of the local apprenticeship system shall be governed by the terms and procedures established by the JATC.

D. Apprentice wages. Apprentices wages shall be as follows:

1st year Apprentice: 40% of R-1 Journeyman wages

2nd year Apprentice: 45% of R-1 Journeyman wages

3rd year Apprentice: 55% of R-1 Journeyman wages

4th year Apprentice: 60% of R-1 Journeyman wages

5th year Apprentice: 75% of R-1 Journeyman wages

Apprentices with Journeyman license: Add \$1.00 per hour premium pay for Apprentices who hold a Journeyman license. Proof of license must be provided by Local Union 725 upon referral / effective date.

6.04 Pre-apprentices. There shall be a work classification known as Pre-apprentice.

A. Service. In service, a Pre-Apprentice's duties shall be as follows:

1. Clean condensate pans and drains.

2. Filter changing or cleaning, including filter routes.

3. Repair tool(s) and shop equipment.

4. Tower and coil cleaning.

5. General house cleaning.

6. Delivery and truck driving of parts or equipment trucks.

7. In residential service up to five (5) tons, he shall be allowed to perform all work (as defined by the National Service & Maintenance Agreement) limited only by his capabilities.

8. Install and service residential appliances.

B. Construction. In construction, a Pre-Apprentice's duties shall be as follows. In no case shall a Pre-apprentice work with power lifts and rigging (except truck lift gates).

1. Load, unload and distribute tools, materials and equipment.
2. Perform all general house cleaning tasks assigned to him (clean up, paint, etc.)
3. Drill holes, knock holes as assigned by Journeymen.
4. Cut all thread rod.
5. Hang pipe up to 2" (no assembly).
6. Clean copper pipe and fittings.
7. Clean PVC pipe and fittings.
8. Tighten bolts, clean bolts and flanges.
9. Patch holes, grout equipment.
10. Prepare or pack sleeves and inserts.
11. Install individual (DX) air conditioning units up to five (5) tons in residential tract housing (pre-charged tubing only).

C. Pre-apprentice ratios. In order to hire any Pre-apprentices, an Employer should first have at least one Apprentice. In the event of a layoff of Pre-apprentices and Apprentices, Pre-apprentices shall be laid off first in order to insure continued Apprenticeship training.

D. Pre-apprentice ratios, Commercial construction. The ratio of Pre-apprentices for Commercial construction work shall be controlled by the Business Manager and Business Agent(s) of the Union. Apprentices have priority over this classification.

6.05 Pre-apprentice B. There shall be a work classification known as Pre-apprentice B.

A. A Pre-apprentice B shall not be restricted or prohibited from doing any work of the trade provided that they are under the direction of a qualified Journeyman.

B. However, upon referral as a Pre-apprentice B, the Employee must complete and submit an ARPEC application within fourteen (14) days. If a Pre-apprentice B fails to submit a completed ARPEC application within this period of time, then he or she shall be automatically reclassified as a Pre-Apprentice more fully described in Section 6.04 hereof. A Pre-apprentice B may work within the Pre-apprentice B classification up to two years from the date of his referral in that classification. If, at the end of these two years, the Pre-apprentice B is not enrolled in ARPEC, they must be reclassified to Division or Building Trades Journeyman.

C. Job Foremen shall be responsible for determining the Pre-apprentice's category (standard Pre-apprentice or Pre-apprentice B) and ensuring that the Employee is referred out appropriately.

D. Pre-apprentice B ratios (construction). 1 Journeyman to 1 Apprentice to 1 Pre-apprentice or 1 Pre-apprentice B.

ARTICLE VII: WORK RULES AND CONDITIONS

7.01 Hiring Procedures.

A. Referrals. In the referral of applicants, the Employer shall be the sole judge of the number of Employees required, except where other specified ratios are spelled out in the Agreement, which shall prevail over this Section.

B. When any Employer is performing Bargaining Unit Work that comes within the territorial jurisdiction of the United Association as set forth in its Constitution and within the jurisdictional territory of the Union, the Employer agrees to call the Business Agent of the Union for Employees.

C. Employers shall not hire any Foremen, General Foremen, Journeymen, Apprentices, Pre-apprentices or Maintenance Tradesmen who do not have a referral slip from the Union. There shall be no solicitation of jobs in the Union's jurisdiction.

D. Employees, at the time of referral from the Union, shall be designated on their referral by one of the work classifications listed in Article VI or the National Service & Maintenance Agreement.

E. Employers shall retain the right to reject any applicant referred by the Union.

F. When licensing and or specific project credential requirements are required by law, those Employees having such licenses shall have preference to jobs. When Employers call for Journeymen with specific licenses or specific project credential requirements, it shall be the Union's responsibility to monitor that all Journeymen referred meet the specific requirements requested by the Employer.

G. If the Union is unable, after 48 hours (excluding Saturdays, Sundays and holidays), to furnish the Employer with sufficient qualified Employees, the Employer is at liberty to obtain Employees elsewhere. Such Employees shall be employed under the terms of this Agreement and shall be registered with the Union and referred under the Union's procedure. Regardless of whether or not a shortage of Apprentices exists, an Employer may hire Apprentices only through the Union.

H. Employee transfers. Employees covered by this Agreement shall not be transferred by one Employer to another except through the Union. The Union shall not transfer any employee from one Employer to another, except for due cause and after notification to and acquiescence by the Employers concerned. This shall include joint venture Employers.

7.02 Termination. Employees may only be terminated for just cause. Upon termination, the Employer shall make out a notice of termination slip on a triplicate form agreed upon by the Union and the Association, noting the reason for termination. A copy of the completed termination form shall be given to the Employee and to the Union and the original shall be retained by the Employer.

7.03 Work hours.

A. Regular hours.

i) Service and maintenance. Eight (8) hours shall constitute a day's work. A regular work day shall consist of eight (8) consecutive hours between the hours of 7:00 a.m. to 5:30 p.m., Monday through Friday (excluding up to one hour for lunch). Any forty (40) hours in five (5) consecutive days, Monday through Saturday, may be worked at the straight time wage rate, if it is scheduled five (5) days in advance. This must be mutually agreed upon by the Employee and the Employer and no action may be taken against any Employee refusing to work any hours, other than as stated as in this section as straight time wages.

ii) Construction. Eight hours shall constitute a day's work. A regular work day shall consist of eight (8) consecutive hours between the hours of 7:00 a.m. to 5:30 p.m., Monday through Friday (excluding one half hour for lunch). Sufficient time will be allotted before the end of the workday to pick up and secure the Employer's tools and materials. A job may go on a scheduled four (4) consecutive ten (10) hour day work week at the straight time wage rate when mutually agreed upon by the Employer and the Union, and the Federal Law allows.

B. Overtime. It is agreed that overtime is undesirable and not in the best interest of the industry or the craftsmen. Therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances demand overtime, such overtime will be kept at a minimum. Overtime wage rates shall be paid after forty (40) hours in a given work week and for all hours worked in excess of a regular work day as provided in this section.

i. Service. All service overtime will be at time and one-half.

ii. Construction. All construction overtime will be at time and one-half, with the exception of Sundays and holidays, which will be at the double time rate.

C. Holidays. The following holidays, if worked, shall be paid for at the applicable rate set forth in the Wage & Benefits Schedule (Exhibit D). New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Should any of the above-named holidays occur on Saturday, the preceding Friday will be observed as the holiday. Should any of the above-named holidays occur on Sunday, the following Monday will be observed as the holiday. No work should be performed on Labor Day or Christmas Day, except emergency service.

D. Service stand-by. No Employee shall be required to stand-by for service calls by the Employer unless he is guaranteed a sum of money equivalent to one (1) hour's pay at the applicable taxable wage for week nights, or two (2) hours' pay for Saturdays, Sundays and holidays. The above will be by voluntary agreement only. An Employee's refusal to work stand-by shall not be grounds for termination. However, it is the responsibility of all Union members to man the full scope of employment, including stand-by for service calls. Apprentices may stand-by for service calls except on designated school nights. There shall be no fringes paid on stand-by hours.

E. Service replacement. For the purpose of this Agreement, service replacement consists of adding to, changing, or replacing existing major components in an existing building.

F. Test and balance and start-up. Test and balance and start-up as part of service replacement shall be paid at service rates and conditions. The rate of pay shall conform to the Wage & Benefits Schedule (Exhibit D) for this Section. Any overtime will be paid at the time and one half (1½) rate of pay only.

G. Start-up and stand-by. Start-up and stand-by is not required unless at the customer and/or Employer's request, but if required, it must be manned by a qualified Journeyman. All shift work and overtime pay shall be paid when applicable.

H. Show up time.

i. **Incomplete work day.** When an Employee reports for work at the request of the Employer, or is referred to the Employer from the Union, or reports for work in regular course when not notified not to do so before the end of the last preceding work day, and for whom no work is provided, he shall be paid for two (2) hours of working time at the prevailing rate of pay. When an Employee reports for work and for whom work is provided, he shall receive not less than four (4) hours' pay, and if more than four (4) hours are worked in any one day, he shall receive no less than a regular work day's pay. If, however, failure to work a regular work day is the result of acts of the Employee or circumstances beyond the Employer's control, the Employee shall receive pay for the hours actually worked.

ii. **Inclement weather (construction).** An Employee reporting for work at the regular starting time at a shop or a job, and for whom no work is available due to weather conditions, shall receive one (1) hour's pay for reporting time, unless he has been notified before leaving home not to report, but may be held on the job for one (1) hour by the Employer. If work is started, he shall receive not less than four (4) hours' of pay, but may be held on the job for four (4) hours by the Employer. If work resumes following the lunch break and is stopped because of weather conditions and Employees are released, they shall receive not less than six (6) hours' pay. If work resumes after 2:30 p.m. and is stopped because of weather conditions and Employees are released, they shall receive not less than a full day's pay. The Employer shall have the sole responsibility to determine availability of work due to weather conditions. If an Employee stops working on his own, he shall be paid only for the hours he actually worked.

I. Emergency shutdown. When an Employer considers it necessary to shut down a job to avoid the possible loss of human life, or because of an emergency situation that could endanger the safety of an Employee, the Employee shall be compensated for actual time worked.

J. Parking and transport time. When free parking is not available within four (4) blocks of a construction job, it will be the obligation of the Employer to provide parking within four (4) blocks of a construction project. If parking must be at a further distance than the above stated, the Employer will then have to provide transportation from the established parking area to the job. In the event free parking is not available within four blocks of a construction job and an established parking area is designated with the Employer providing transportation from the designated parking area to the jobsite, and Employees are required to be on the jobsite at 8:00 am. (or other predetermined starting time), an equivalent to the amount of "transport" time from designated parking area to the jobsite shall be subtracted from the designated quitting time for the return "transport" time. The "transport" time shall be established at the job commencement by mutual agreement of Labor and Management.

K. Shift work. When elected by the Employer, multiple eight (8) hour shifts may be worked on a temporary basis. When two (2) or three (3) shifts are worked, the first eight (8) hour shift shall be the day shift and shall be paid at the straight time hourly rate of pay. The second and third eight (8) hour shifts shall each be paid at 15% above the applicable rate. Shift work shall be for a minimum of five (5) consecutive days.

7.04 Payment of wages and benefits. Payday shall be once each week on the third workday following the end of the weekly payroll period. Employees are to be paid before the end of their regular shift. Payment shall be in US currency, local check accepted by the Union, payroll check guaranteed by the local bank upon which the check is drawn, or by electronic direct deposit to the Employee's authorized account. When Employees are laid off or discharged, they shall be immediately paid all monies due. Any Employee who, upon his own decision, terminates his employment, shall be paid at the next scheduled time of payment, by mail or at the office of the Employer making payment. Any Employer issuing checks to an Employee shall be liable for actual costs of any penalties in the event the check does not clear due to any Employer error or the Employer's bank's error.

7.05 Moonlighting. No Employee shall perform work covered by this Agreement on his own account. If an employee performs work on his own account, or uses equipment, parts, tools or materials belonging to the Employer, the Employee may be assessed damages of no less than \$1,000 and/or suspended a minimum of a year from work for any Employer. No Journeyman or Apprentice member of the Union shall be allowed to contract any work falling within the jurisdiction of the Union without signing this Agreement.

7.06 Tools.

A. Employee-provided tools. Employees performing service or maintenance work may be required to furnish their own hand tools. Employee-provided hand tools shall not exceed fourteen (14) inches in length. No Employee may lend or lease his car, truck, welding or power equipment to his Employer. Tools supplied by the Employee to the Employer that are broken, damaged, or stolen, shall be repaired or replaced by the Employer. All service Employees shall furnish the Local Union Business Manager and the Employer a written, itemized inventory on a standard form mutually agreed on by the Union and the Association, of all hand tools furnished by the Employee. The Employer shall have the right to limit the value of all hand tools furnished by the Employee.

B. Employer-provided tools. Pipe threading and pipe cutting tools, vises, welding torches, power tools and instruments for measuring temperatures, pressure, air velocities, voltages, amperages, etc., shall not be deemed hand tools and shall be furnished by the Employer. Employees shall be responsible for tools and instruments supplied by the Employer, provided mutual security arrangements are made in the form of locked tool boxes, etc., and the Employee has signed an inventory slip. Cases of carelessness or negligence, in disregard of the preceding sentence, shall be cause for referral to the Joint Labor Management Committee. Establishment of such carelessness or negligence shall make the Employee liable for replacement of lost tools and shall be cause for termination. Tools that are stolen must be reported to the police, and a report of said incident must be recorded. The Employee shall account for all tools, issued properties and materials belonging to the Employer upon termination of employment, provided Employee has signed an inventory slip.

7.07 Shop Stewards. The Union shall have the right to appoint a Steward at any shop or job where workmen are employed under the terms of this Agreement.

A. A Steward shall be a qualified workman performing work of his craft and shall exercise no supervisory functions. The Employer or his representative shall be consulted and then notified in writing regarding such appointment. The Steward shall notify the Business Manager or Business Agent(s) and the Employer or their representatives immediately of any condition that may lead to trouble, such as walk-offs, stoppage of work or other causes detrimental to the job. He shall not cause nor encourage a stoppage of work under any circumstances. It is understood that such Steward's duties shall not include any matters relating to referral, hiring or disciplining Employees. No Steward shall be discriminated against because of the faithful performance of his duties as Steward. However, in the case of a reduction in work force, this Article is not intended to force the Employer to retain the Steward if his services are not as valuable as other persons in his employ.

B. When a Steward is temporarily transferred, the Union may appoint an acting Steward for a period not to exceed three (3) working days.

C. The Steward may be discharged only for reasonable cause. If the Union has reason to believe an Employer has discharged a Steward in violation of this Agreement then it shall be brought forth before the Labor Management Committee as outlined in the grievance procedure contained in Article X of this Agreement. If it is determined that the Employer has in fact discharged the Steward in violation of the provision, then the Union may withdraw all of its men from the Employer and such action will not be considered a strike under Article IX.

7.08 Employee identification exams. When an Employee is required by the Employer to undergo any kind of examination including fingerprinting, photographs, etc., the Employee shall receive pay at the regular wage rate established by the Agreement for the time required for such routine. Any polygraph examinations shall be given upon mutual consent of the Employee and the Employer.

7.09 Anti-noise laws. When an enacted state, city or county anti-noise law is in existence whereby it affects any work covered by this Agreement, Employees shall only receive pay for hours actually worked, at the established rates. If any anti-noise law becomes a problem on any job or project, this problem shall be referred to the joint Labor Management Committee for a solution.

7.10 Travel.

A. All Employees shall be considered to be working within the local limits when they are in Dade or Broward counties. When working in Monroe County, transportation to and from the job beyond the boundary shall be provided by the Employer.

B. If the Employer provides transportation (by company conveyance, common carrier or otherwise), Employees shall be reimbursed for the time spent in travel beyond the described boundaries in amounts equivalent to their individual straight time wage rates then prevailing. If the Employer does not provide transportation as such, Employees shall be reimbursed for their travel expenses beyond the described boundaries in the amount of money equivalent to not less than one and one-half (1½) hours pay at the straight time R-I Journeyman wage rate then prevailing.

C. In the event that the distance exceeds one (1) hour of normal travel time for the described boundaries, reimbursement for travel expenses shall be in an amount equivalent to the straight time Journeyman wage rate then prevailing for the time so spent in traveling. In lieu of reimbursement for time spent in travel, the Employer may elect to pay daily expenses. These shall be in a daily amount equivalent to not less than two and one-half (2½) hours at the straight time R-I Journeyman wage rate then prevailing.

D. On service and maintenance work where an Employee is required to travel on their days off or holidays in order to be at his assigned work place the next day, his reimbursement shall be one and one half (1½) the R-I Journeyman wage rate then prevailing. Reimbursement for travel expenses shall be paid to the Employee in an amount equivalent to the time of one round trip at the straight time R-I Journeyman wage rate then prevailing, provided he works at least ten (10) days, or is laid off because of lack of work.

E. There shall be no fringes paid on travel time, however, travel time during the scheduled eight (8) hour work day shall be considered hours worked and therefore subject to fringes at the applicable rate.

7.11 Reimbursements.

A. Expense reimbursement. When an Employer requires an Employee working under the terms of this Agreement to leave the jurisdiction overnight, the Employer shall pay all appropriate expenses documented by receipt incurred by the Employee while required by the Employer to work outside of the jurisdiction.

B. Mileage reimbursement. All Employees, when compensated for mileage, shall be compensated at the current IRS rate per mile. For purposes of interpretation, compensation for mileage shall be paid to all Employees who are required to use their personal transportation for the convenience of the Employer; other than the Employee's responsibility to provide his own transportation to and from one (1) designated site per day. No Employee may transport tools, equipment, or material in their personal vehicle, unless under emergency conditions.

C. Toll reimbursement. Tolls shall be reimbursed only when an Employee travels from job site to job site, not to and from work.

7.12 Safety.

A. Each Employer shall provide necessary safety equipment (including hard hats, hoods, gloves, goggles and belts) and protective clothing against heat and hot metal (including gloves, vests, aprons, sleeves, hoods and other apparatus) which shall be worn by Employees to comply with OSHA regulations. Each Employer shall provide an adequate first aid kit or adequate first aid supplies, as determined by OSHA, on the job site.

B. Each service truck shall be equipped with a first aid kit and a fire extinguisher.

C. An Employee's refusal to operate an unsafe vehicle and/or equipment shall not be grounds for punishment, retaliation or dismissal.

D. Each Employer shall provide first aid to any Employee injured on the job. If the injury is sufficiently serious that the injured man must be taken to a doctor or hospital, the Employer shall furnish transportation, and if the Employee is unable to return to work that day, he shall receive a full day's pay providing he has written certification from the doctor or hospital stating that he cannot return to work that day.

E. Employees shall comply with the health & safety policies of their Employer.

7.13 Substance Abuse Policy.

A. Contractors wishing to establish a drug free work place must comply with all State and Federal Laws regarding the same.

B. If a Contractor has elected to establish a program, all persons within that company will be subject to testing whether covered by this Agreement or not.

C. The results of any person failing may be given to the Employer, but the reason for failure may be reported only to the Members Assistance Program of the Union through either the Business Manager and/or his appointee.

ARTICLE VIII: EMPLOYER RIGHTS AND OBLIGATIONS

8.01 Employer rights. The Employer shall not be limited in the manner in which they operate their business, unless specifically limited by the terms of this Agreement. The prerogatives of management include, but are not limited to, the exclusive right to make such changes in methods of work, hire, promote, transfer, increase or decrease the work force to meet the needs of the business and to maintain the efficiency of the operation.

8.02 Employer restrictions. Each Employer shall be the sole determiner of the size and composition of his or her work force (for supervision refer to Article VI.) Each Employer shall have the prerogative of controlling his or her operations, introducing new or improved methods or facilities and changing methods or facilities, subject to the limitations set forth in this Agreement. There shall be no restrictions upon the use of any material, machinery or tools, except as specified elsewhere in this Agreement.

8.03 Employer authority. Except as specifically granted by this Agreement, all of the rights, powers and authority of each Employer are retained by each Employer and remain exclusively and without limitation within the rights of management and are not subject to the grievance procedure outlined in Article X of this Agreement.

8.04 New Employers. A copy of each Employer's Agreement shall be delivered to the Association by the Union within 30 days after the Employer signs the Agreement, or hires Employees under the terms of this Agreement, whichever comes first.

8.05 Union member Contractors. When a Union member enters into business, he/she shall be permitted to perform Bargaining Unit Work, if he/she pays full fringe benefits on his or herself at the R-I Journeyman rate. He or she will be required to pay full fringe benefits on his or herself for at least a minimum of forty (40) hours per week, fifty-two (52) weeks a year but in no event shall he/she report less than the actual number of hours of bargaining unit work he/she performs during a given workweek.. This shall include contributions due to the Employee Benefit Trust Funds, the Union working assessment, and the MCASF assessment. When any owner performs Bargaining Unit Work, he/she is required to comply with this section. This applies to all Contractors effective upon the date that the Contractor enters into business. To the extent that federal law prohibits any owner from fully or partially participating in any or all of the Employee Benefit Trust Funds, then solely to that extent, the fringe benefits otherwise required to be reported and paid for such owner, shall be reported and paid so as to ensure compliance with such federal restrictions and their impact upon the Employee Benefit Trust Funds.

8.06 Employer Insurance. Employers shall be required to carry workers compensation coverage on all Employees, including the Employer, if the Employer serves as a Union Member Contractor as defined in section 8.05 of this Agreement.

ARTICLE IX: NO STRIKE, NO LOCKOUT

9.01 During the term of this Agreement the Union agrees with each Employer that there will be no authorized strike of any kind, boycott, picketing, work stoppage, slowdown or any type of interference coercive or otherwise with the Employer's business or jobs. Neither the Union, nor any officer, agent or other representative of the Union shall, directly or indirectly, authorize, assist or encourage any strike, sit down, slowdown or work stoppage during the life of this Agreement. Neither will the Union, its agents or its officers condone or ratify or lend support to any strike, sit down, slowdown or work stoppage.

9.02 Unauthorized work stoppage. If any Employee or group of Employees represented by the Union should violate the intent of this Article, the Union, through its proper officers, will promptly notify such Employee or Employees in writing of its disapproval of such violation and will take steps to effect a prompt resumption of work. This notice to Employees, signed by an authorized officer of the Union with a copy to the Employer, shall take the following form:

"You are advised that certain action took place today on... (Employer's name)... job. This action was unauthorized by both the Local and International Union. You are directed to promptly return to your respective job and cease any action which may affect continuance of work. Any grievance you may have will be processed through the regular grievance procedures provided for you in your contract. Any Employee participating in a work stoppage will be subject to discipline and/or discharge by Employer."

9.03 This no strike, no lockout commitment is based upon the Agreement by both parties to be bound by the grievance and arbitration provisions of this Agreement in Article X.

ARTICLE X: GRIEVANCE & ARBITRATION PROCEDURE

10.01 Labor Management Committee composition. A Labor Management Committee shall be maintained to consist of four (4) Employer representatives, selected by the Association and four (4) Employee representatives, selected by the Union. Three (3) representatives of Employers and three (3) representatives of the Union shall constitute a quorum. In case of the absence or refusal of any such representatives to act, another shall be appointed in his/her place within a reasonable period of time, not to exceed three (3) days in duration commencing as of the date of such representative's absence or refusal to act.

10.02 Committee authority. All questions regarding the application, interpretation and/or enforcement of any part of this Agreement (including any alleged violations of this Agreement that cannot be settled by the Employer and the Business Manager and or Business Agent) shall be brought before the Labor Management Committee. When differences arise which necessitate action by this Committee, the aggrieved persons shall notify in writing the authorized officers of the other party to the Agreement and the Committee shall meet within a reasonable period of time, not to exceed one (1) week in duration, commencing as of the date on which notice of difference and question or questions in dispute are transmitted. All decisions of the Labor Management Committee shall be final and binding.

10.03 Deadlock. If the committee does not make a decision or deadlocks within seventy-two (72) hours of the date of transmission of notice of differences, the questions in dispute shall, on request of the Association or the Union, be submitted to arbitration. All arbitrations shall be held in Dade or Broward county, Florida. This committee, through its designee shall, within forty-eight (48) hours of the deadlock or failure to make a decision, request a list of seven (7) impartial arbitrators who reside in Dade or Broward counties from the American Arbitration Association. The parties shall select an arbitrator using the procedure set forth in Rule Twelve of the AAA's Voluntary Labor Arbitration Rules. All decisions of the arbitrator shall be final and binding upon the parties. The questions that may be referred to arbitration shall be limited to grievances arising out of the interpretation and enforcement of this Agreement or the violation thereof; however, neither the Committee nor the arbitrator may, by decision, provide new or different provisions

in this Agreement or change any of the wage rates as set forth herein. In the event an outside arbitrator is used, said arbitrator shall give a finding of fact and conclusion of law when rendering his opinion.

10.04 Determinations. The decisions of the Committee or the arbitrators hereunder may set forth the violations that the Committee or arbitrators have found and the steps taken by the violator or to remedy the violations. The Committee or the arbitrator may order the violator to take remedial action, including cessation of the activity found in violation of the Agreement, and may award to any Employee, Employer or the Union damaged by the violations that they have found to have been committed, whatever sums the committee may find and assess as damages for the said violations to be paid by the violator.

10.05 Discovery. In investigating or determining any of the grievances hereunder, the Labor Management Committee, or the arbitrator appointed under these provisions, shall have the authority to order the Employer or the Union, as the case may be, to produce its books and records before an auditor or accountant designated by such Committee or arbitrator for the purpose of aiding the Committee or arbitrator to determine the extent of the violations and the sums which may have been lost by the injured party or parties. The cost of such auditor or accountant shall be paid by the defaulting party if the Committee or arbitrator believes that such assessment of costs was warranted in any case.

10.06 Enforcement costs. In the event that it is necessary to enforce this Agreement by proceeding in any court, either before or after arbitration proceedings, then the party against whom this Agreement is enforced, or against or after arbitration proceedings, or against whom collection is made under any arbitrator's or Committee's decision or award, shall pay all reasonable attorneys fees, court costs and other expenses incurred in enforcing or collecting sums due to a grievant hereunder.

10.07 Disbursement of assets. Any monies or other assets collected as a result of the enforcement of this Article other than that owed to Employees, the Employee Benefit Trust Funds, the Union or the Association, or collection expenses, shall be paid to the JATC Trust Fund.

ARTICLE XI: FRINGE BENEFITS

11.01. Generally. The Employer shall pay on behalf of each person covered by the Agreement, the required contributions to the benefit fund, and other funds, as set forth herein.

The term "Person Covered" means Employees engaged in or performing the duties of any of them within the jurisdiction of the Union.

The term "per hour" means each actual hour worked. Contributions to the Pension, Health & Welfare and Defined Contribution Retirement Benefit Funds for overtime hours shall be computed on the same basis as wages.

The term "Employee Benefit Trusts" means the ACRA Local 725 Pension Trust, Health and Welfare Trust, Defined Contribution Trust, and JATC Trust.

The Employer shall pay the required contributions on behalf of each person covered by the Agreement, on or before the 10th working day after the end of a monthly payroll reporting period. If the contributions are not either postmarked or actually received at the

depository account or agent designated for contribution payments by such date, the payment shall be considered delinquent. For any Union allocation changes permitted pursuant to Section 4.05, for benefit fund or other required contributions, notice shall be given in writing by the Union to the Employer at least thirty (30) days prior to the effective date of the change involved. The Employer shall pay the entity handling the contribution account not more than four dollars (\$4.00) per week for weekly reporting, or per month for monthly reporting.

11.02. Specific Contributions. The Employer shall pay contributions, as set forth in Exhibit D to this Agreement, including after tax wage deduction amounts, to the following benefit funds and organizations. The Employer shall bear the entire cost of financing and administering the benefit plans operated by the benefit trusts through payments made on behalf of covered persons in the amounts set forth herein.

A. Health and Welfare Trust

B. Pension Trust. This contribution includes the regular contribution amount from Exhibit D, and the Pension Recovery Contribution.

C. Defined Contribution Retirement Trust. The Employer shall contribute to the defined contribution retirement trust, and all persons covered under this Agreement shall receive the basic amount that is specified in Exhibit D of this Agreement. In the event the trustees establish or continue a pension program with a cash or deferred arrangement, Employees covered by this Agreement shall have the option of contributing to the cash or deferred plan. A cash or deferred plan is a plan feature that allows for varying contribution rates as selected by the participant. The cash or deferred plan shall operate under the rules established by the trustees.

D. Training Fund. This amount includes the International Training Fund contribution and the contribution for the ACRA Local 725 JATC.

E. Fringe Benefit Reserve Contribution. The Union and the Association agree to set aside an hourly contribution rate, as specified in the Wage & Benefit Schedule (Exhibit D) for the purpose of improving the reserve levels of the fringe benefit trust funds provided for in the Agreement; specifically the:

1. Pension Trust Fund,
2. Health and Welfare Trust Fund, and
3. JATC Trust Fund

This Fringe Benefit Reserve Contribution is for the purpose of improving the funding reserve and not for the purpose of improving benefits. Each November, the Union and Association shall meet for the purpose of determining where the Fringe Benefit Reserve Contribution will be directed the following January 1. The bargaining parties shall direct the Fringe Benefit Reserve Contribution to the Pension, Health and Welfare or JATC Trust Fund, and this redirection of contributions shall remain in effect for a period of no more than one year and shall therefore sunset on December 31 the following year.

In the event the parties are unable to agree upon which fringe benefit trust fund(s) should receive all or part of the Fringe Benefit Reserve Contribution for that year, the contribution shall be directed to the ACRA Local 725 JATC Trust Fund by default.

Notwithstanding the procedures outlined in this section, should the Pension, Health and Welfare or JATC Trust Fund suffer an unforeseen economic setback, the parties may mutually agree to reconvene and agree to reallocate the Fringe Benefit Reserve Contribution for the remainder of that one-year allocation period to such fund for the purpose of maintaining existing benefits.

Notwithstanding the language in section 11.02 E, the parties agree that the following shall apply for the duration of this Agreement and will sunset at the end of this Agreement.

i. Effective July 16, 2016 through July 15, 2017:

\$.50 of the Fringe Benefit Reserve Contribution will be directed to the Pension Recovery Fund to address the \$.47 funding requirement of the Pension Rehabilitation Plan. In addition, the parties agree to direct \$.15 to the Pension Recovery Fund for a total increase to the Pension Recovery Fund of \$.65 per hour.

ii. Effective July 16, 2017 through July 15, 2018:

\$.25 of the Fringe Benefit Reserve Contribution will be directed to the Pension Recovery Fund to address the \$.47 funding requirement of the Pension Rehabilitation Plan. In addition, the parties agree to direct an additional \$.17 to the Pension Recovery Fund for a total increase to the Pension Recovery Fund of \$.57 per hour. The remaining \$.25 of the Fringe Benefit Reserve Contribution will be directed to the Health & Welfare Fund.

ii. Effective July 17, 2018 through July 15, 2019:

The parties agree to direct an additional \$.18 to the Pension Recovery Fund for a total increase to the Pension Recovery Fund of \$.50 per hour to address the \$.47 funding requirement of the Pension Rehabilitation Plan. The \$.50 Fringe Benefit Reserve Contribution will be directed to the Health & Welfare Fund.

F. After Tax Assessments. The Employer shall pay those amounts listed as a deduction after tax for the contributions specified in Exhibit D to this Agreement for working fee amounts and assessments authorized to the Union, and for such amount established for the Association.

11.03. Trust Agreement and Rules. The Employer agrees to conform with the trust agreements and the administrative rules now in effect or hereafter promulgated by the Trustees of the various Employee Benefit Trusts as fully as if specifically set forth herein, and the same are hereby incorporated by reference and made a part of this Agreement. Each Employer acknowledges the Union and Association as the settlors of the Employee Benefit Trusts covered by this Agreement, and that as the settlors, they have exclusive authority to appoint the Trustees now or in the future serving on such Employee Benefit Trusts. The trust agreements and rules shall be available for inspection during business hours by all Employers and the Union at the offices of the Trustees of said Trusts. The Employers subject to this Agreement shall report and pay to the designated office of the benefit funds or its agent all contributions required under this Agreement on a periodic basis as determined by the Trustees. If any of the trust agreements or rules is in conflict with any provisions herein, the terms of such trust agreements and rules shall govern, except that this Agreement shall control the amount of contribution due for hours worked by an Employee.

The parties acknowledge that, notwithstanding any provisions of this Agreement with regards to Employee Benefit Trusts, all matters limitation, determination of the amount, type, form, condition, limitations eligibility, requirements, duration, termination, restriction, and/or suspension thereof, is and shall always be, the sole and exclusive responsibility, authority, and prerogative of the respective Boards of Trustees of the Employee Benefit Trusts to which such Contributions hereunder are to be paid.

11.04. Bonding, Failure to File Reports or Make Contributions, Delinquency. Each Employer bound by, or to which the Union refers Employees pursuant to this Agreement (whether or not bound to this Agreement), shall provide a blanket cash bond or surety bond in an amount equal to one thousand eight hundred

dollars (\$1,800.00) for weekly reporting, or four thousand dollars (\$4,000.00) for monthly reporting (if monthly contributions have been approved by the Employee Benefit Trust Funds' Boards of Trustees) for each Employee on his or her payroll for whom such Employer is obligated to pay contributions to the Employee Benefit Trusts. These bonds are to secure and guarantee the payment of sums required to be paid to each of the Employee Benefit Trust Funds, for Union check off amounts and the MCASF assessment including, without limitation, contributions and all other charges, fees and costs, including service charges, late fees, liquidated damages, auditor's fees and attorney fees which the Employer is required to pay under the provisions of this Agreement, and/or the Employee Benefit Trust Agreements.

No Employees will be provided to an Employer until the proper amount of blanket cash bond or surety bond has been received by the designated party. If a demand is made upon the bond of any Employer for payments of sums due thereunder, then Employees shall not be furnished to said Employer unless within ten (10) days after such demand, the bond is increased in an amount equal to such demand. If the Employer desires additional Employees, no additional Employees will be furnished until the amount of the bond has been increased to cover the additional Employees. The cash bond or surety bond shall be irrevocable until the later of:

A. 90 days after written notice of termination to the Employee Benefit Trust Funds, and

B. payment of all sums due to the Employee Benefit Trust Funds described above.

In the event any monies are paid to said Agent under these provisions, said Agent acting as Escrow Agent under the escrow and/or Employee Benefit Trust Agreement(s), shall disburse said monies in accordance with the provisions of this Agreement. In the event any dispute arises concerning any matter involved in this bonding section (other than an action by the Employee Benefit Trust Funds or their agent to collect or enforce the amount of any bond for collection of contributions and any costs or assessments due to a delinquency), the dispute is to be referred to the joint Labor Management Committee for resolution. Nothing contained herein shall be construed to limit the liability of any Employer to the amount of the bond provided for herein, it being expressly understood and acknowledged by each Employer that the bond provided for herein is security for payment of sums required to be paid to each of the Employee Benefit Trust Funds, Union check off amounts and the MCASF Assessment and other charges and costs provided for herein, and that the Employer shall be fully liable for the full amount of such contributions and other charges provided for herein regardless of the amount of the bond.

In the event of default by any Employer in making contributions and payments, the Trustees or the Union involved, acting on behalf of the union members or beneficiaries of the funds, may take any legal action as they, in their sole discretion may determine, in order to effect collection of the amounts of wages or other payments which are in default. The Employer agrees to pay interest on any wages or other payments in default, late payment assessments, and liquidated damages assessed, accounting and auditor fees incurred, plus all actual collection costs, including reasonable attorney's fees incurred in the collection thereof. This provision is in addition to such rights as the Union may have under law for breach of this Agreement, including but not limited to, picketing and refusing to work. Said contributions and payments, for the purposes of enforcement of collection of the same against a delinquent Employer, shall be regarded as unpaid wages and entitled to the same penalties and priorities as unpaid wages.

11.05. At Risk Employer Bonding and Weekly Payments and Additional Employees. Notwithstanding anything herein to the contrary, for any Employer that the Boards of Trustees of the Employee Benefit Trusts or the Service Corporation determine that:

- A.** Said Employer has not made payment of fringe benefit contributions to the Employee Benefit Trust Funds during the twelve (12) months immediately preceding such Employer's execution of this Agreement; or
- B.** Said Employer constitutes a risk of collection, based upon such written criteria, as may be established by the Employee Benefit Fund Trustees, and as may be amended from time to time, by and in the sole and absolute discretion of said Boards of Trustees,

then the bond required pursuant to this Article shall be increased to the sum of three thousand dollars (\$3,000.00) for each Employee on an Employer's payroll for whom such Employer is obligated to pay contributions to the Employee Benefit Trust Funds on a weekly basis, and such Employer shall remit contributions weekly.

In the event an Employer wishes to expand his work force, he must provide, within forty-eight (48) hours (Saturdays, Sundays and holidays excluded) of hiring the additional Employees, an additional bond sufficient to satisfy the bonding requirements hereof for each additional Employee.

11.06 Late Payment Assessment, Additional Provisions. A service charge for delinquent payments, interest, costs and attorneys fees shall be imposed upon an Employer, and the Employer agrees to pay, if contributions or withholdings required to be paid are not paid in full prior to ten (10) working days following the end of each monthly payroll period for monthly contributors, and three (3) working days following the end of each payroll period for weekly contributors, to the Employee Benefit Trusts to which sums are owed:

- A.** An assessment of ten percent (10%) of the delinquent sums if the Employer has only been late occasionally, as determined by the Employee Benefit Fund Trustees in rules adopted by them. This assessment shall be paid within ten (10) days of written notice.
- B.** An assessment of up to twenty percent (20%) of the delinquent sums if the Employer has been late chronically, as determined by the Employee Benefit Fund Trustees in rules adopted by them. This assessment shall be paid within ten (10) days of written notice.

The Employee Benefit Trusts are entitled to collect any and all costs, liquidated damages, and interest provided by law for any delinquency, in addition to late payment fees.

It is acknowledged by the parties that substantial harm is caused to the Employee Benefit Trusts by virtue of payments and reporting not being made within the time set forth above for which harm and damage is, nonetheless, very difficult or impossible to establish with certainty. Therefore any amount set forth as liquidated is deemed by the parties and each Employer executing this Agreement, to be a reasonable forecast of just compensation of the damages suffered by and harmed caused to the Employee Benefit Trusts, arrived at as a good faith attempt to set an amount equivalent to the anticipated actual damages. In furtherance of this proposal the Trustees of the various Employee Benefit Trusts may establish such uniform practices, policies or rules as they deem appropriate with respect to late payment service fees, so that the fee will be charged in a manner calculated to help earnings and administrative inconvenience caused by the delinquency and to deter delinquency so that the fee will not be charged for minor or inadvertent delinquencies, or in an unfair or inequitable manner.

A delinquent Employer shall be liable to any Employee and/or participant affected by such delinquency for a sum equal to the value of the benefits lost to the Employee by reason of delinquency

of such Employer. All sums collected shall be remitted to the Employee Benefit Trust(s) and any and all appropriate entities.

Acceptance of any Contributions from any Employer shall not release or discharge him from the obligation to contribute all monies for all hours worked under this Agreement for which no and/or incomplete contributions have actually been received without regard to any statement, restriction or qualifications appearing on any check from any Employer. The Employee Benefit Trusts may establish procedures regarding the crediting of payments received, such as applying payments to the oldest obligation due, including previously assessed late payment fees or liquidated damages and costs.

The Boards of Trustees of the Employee Benefit Trusts or the Service Corporation may establish procedures for and conduct periodic audits of any Employer making contributions pursuant to this Agreement as set forth in Exhibit D. The established procedures shall include categories of documents required to verify all required contributions have been paid. The audit shall be conclusive as to any additional contributions due from the Employer. The documents reviewed and retained by the auditor shall be treated as confidential and not be disclosed to the parties. Such documentation may, however, be disclosed in any collection action to enforce collection of additional contributions found due as a result of the audit and associated costs. Contributions found due are subject to late payment assessments, liquidated damages, interest and costs, including attorneys fees and audit expenses.

11.07. Removal of Employees by Union. The Union shall have the right at all times to remove employees from an Employer in any case where an Employer fails to pay any of the contributions required pursuant to this Article XI. Notwithstanding the foregoing, the Union shall remove Employees from an Employer who fails to pay any of the contributions due pursuant to this Article XI for three consecutive months, if contributing monthly, and for eight consecutive weeks, if contributing weekly.

11.08. Employer Liability. The Employer herein agrees that it/he shall remain liable and subject to all provisions of this Article with respect to default in the payment of wages, benefit contributions, and other payments when due in the event (a) any joint venture in which he participates with one or more other Employers under a separate or different name, or (b) any other party using his license in any manner, directly or indirectly, fails to make such payments when due, notwithstanding that such joint venture or other party operates as a partnership, association or corporation or operates under name or style which is similar or different from the name ordinarily used by the Employer herein, and irrespective of his right to reimbursement from others.

11.09. Copy of Report to Union. The Union and Association shall be furnished with a copy of each Employer reporting form covering all required contributions.

11.10. Funding Deficiencies in an Employee Benefit Fund. Should a determination be made by a professional consultant to the Employee Benefit Trusts that there exists or will exist an accumulated funding deficiency for one or more of the Employee Benefit Trusts under the provisions of ERISA, the Internal Revenue Code, and/or any other applicable laws, the parties agree to request that the Trustees of the trust fund reduce benefits to correct the underfunding, provided, however, that if a reduction is not adopted by the Trustees of such trust promptly, or if trustee action is inadequate to correct the underfunding or is not approved by the Secretaries of the Treasury or Labor, the parties shall meet and arrive at an agreement for an immediate adjustment of the hourly wage rates in this Agreement to correct such funding deficiency in the trust fund. In no event shall the total wage and benefit package be increased.

11.11. MCASF Local 725 Service Corporation. In order to effect prompt collection of required employer payments and to administer collection of contributions on an efficient and economical basis, the Trustees of the Health and Welfare Trust, the Defined Contribution Retirement Trust and the Pension Trust are hereby authorized, in their sole discretion, to establish and maintain a MCASF Local 725 Service Corporation (herein called "Service Corporation") and to enter into arrangements for centralized handling therein of administrative functions on behalf of the various funds, including the collection of contribution and administration of Employer bonds and bond deposits.

Such Service Corporation may be established by a voluntary or incorporated organization to be controlled by representatives selected by the Trustees of the Health and Welfare Trust, the Defined Contribution

Retirement Trust, and the Pension Trust, that have service agreements with the Service Corporation for the handling of their administrative functions. The representatives shall constitute the Board of Trustees or Directors of the Service Corporation and shall be selected so that they and their alternates, if any, shall be in equal numbers from Employers and the Union, and that suitable provisions are made for selection of an impartial chair when needed in order to break any deadlock and to arrive at a decision.

The Service Corporation may contract for servicing other labor-management funds, credit unions, savings plans, and such other mutually agreed upon funds or accounts.

IN WITNESS THEREOF:



Kenneth E. Scott, Jr.
Business Manager
UA Local Union 725
United Association of Journeymen and Apprentices
of the Plumbing and Pipefitting Industry of the
United States and Canada



Julie C. Dietrich
Executive Vice President
Air Conditioning, Refrigeration, Heating and Piping
Association, Inc., dba
Mechanical Contractors Association of South Florida
(MCASF)

EXHIBIT A: Jurisdiction

Work of the following description shall be deemed to come within the jurisdiction of the Local Union 725:

1. All piping, setting and hanging of all units and fixtures for air conditioning, cooling, heating, roof cooling, refrigeration, ice making, humidifying, dehumidifying, dehydrating, by any method, and the charging and testing, servicing of all work after completion.
2. The installation and service of all circulating water lines when used for the distribution of heat and heat transfer equipment on ornamental pools, commercial and residential pools and spas, display fountains and aquariums.
3. All piping, handling and setting of equipment in connection with central distributing filtration treatment stations, boosting stations, water treatment, waste and sewage disposal plants, central chlorination and chemical treatment work and all underground supply lines to cooling wells, suction basins, filter basins, settling tanks, aeration basins or tanks and lift stations. (This applies to public work when installed or serviced and would apply to private work after its completion and or under public operation.)
4. The handling, assembling and erecting of all economizers, super heaters, regardless of mode or method of making joints, hangers and erection of same, when used in connection with the pipefitting industry.
5. All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc., when in connection with the pipefitting industry.
6. The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers and all piping for same when used in connection with the pipefitting industry.
7. The setting and erecting of all underfeed 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., when used in connection with the pipefitting industry.
8. Make-up water supply from main to equipment installed by Pipefitters.
9. All meters for measuring a volume of any substance, when used in connection with the pipefitting industry.
10. The setting and hanging of all units or fixtures for ice making when unit must be assembled before operation. (Shipping bolts, grids and other parts are to be removed or put in place.)
11. All solar systems, piping and collectors of every description when used in connection with the pipefitting industry.
12. The installation and service of hydraulic or pneumatic door openers when in connection with industrial, manufacturing and commercial applications. Airports included.
13. All gas piping from the main to the meter. All distribution lines.
14. The assembling, erecting, handling and setting of tanks used in connection with the pipefitting industry.
15. The setting, erecting and piping for all smoke consuming and smoke washing and regulating devices, when used in connection with the pipefitting industry.
16. The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards and other controls used in connection with power, heating, refrigeration, air conditioning, manufacturing, mining and industrial work.
17. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps and mixing devices and piping thereto, when used in connection with the pipefitting industry.
18. Installation of drain lines from equipment installed by Pipefitters where drain lines drop to a safe waste, floor drain, roof, or any open fixture and where drain lines are not directly connected to a sanitary system.
19. Recovery condensate systems in their entirety.
20. The setting, erecting and piping of all cooling units, pumps, reclaiming systems and appurtenances in connection with transformer and piping to switches of every description.
21. The installation and service of vacuum cleaning equipment and piping when used in connection with manufacturing plants, maintenance facilities, airport terminals, post offices, etc.
22. The installation and service of vacuum systems when used in connection with manufacturing plants, maintenance facilities, airport terminals, post offices, etc.
23. The installation and service of oxygen systems when used in connection with manufacturing, commercial & industrial application.
24. All sheet lead lining for tanks or vats for all purpose, when in the category of industrial work.
25. All piping for railing work and racks of every description, whether screwed or welded when assigned by the Contractor.
26. All power plant piping of every description, as it applies to the pipefitting industry.
27. The unloading, handling and setting of all sterilizers, laundry and cleaning equipment will be done by composite crew. Steam and oil lines will be done by Local #725.
28. Laying out, cutting, bending and fabricating of all pipe work of every description by whatever mode or method, when used in connection with the pipefitting industry.
29. All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints or any other mode or method of making joints used in connection with the pipefitting industry.
30. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduit and boxes, used in connection with the pipefitting industry. Hangers, supports, brackets requiring off site fabrication may be purchased from miscellaneous metal or structural steel fabricators.
31. 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 connection with the pipefitting industry.
32. The operation, maintenance, repairing, servicing, test and balance, and dismantling of all work installed by Journeymen members of U.A. Local Union #725.

EXHIBIT A: Jurisdiction, continued

33. All soot blowers and soot collecting piping systems, when used in connection with the pipefitting industry.
34. All piping for artificial gases, natural gases, holders and equipment for same, chemicals, minerals and byproducts and refining of same, when used in connection with the pipefitting industry.
35. All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc., when used in connection with the pipefitting industry.
36. All pneumatic transit tube work and all piping for carrying systems by vacuum.
37. All process piping and equipment for refining, manufacturing, and industrial purposes.
38. The installation and service of all piping systems and equipment with grease pressure lubricating and hydraulic lifts in connection with industrial manufacturing, commercial and maintenance facilities applications (excluding schools). Service station installations optional pertaining to grease pressure and hydraulic lift installations until assigned.
39. The installation of all related piping, fuel storage tanks and exhaust piping for emergency generators, manufacturing plants, airports, post offices and industrial applications.
40. The installation and service of all air piping and related equipment in connection with manufacturing plants, industrial, airports, post offices, etc.
41. The installation and service of all fuel oil, gasoline and cleaning solvent piping and related equipment in connection with manufacturing plants, industrial, airports, post offices. Maintenance facilities and service stations optional until assigned.
42. The installation and service of all oxygen and acetylene piping systems and related equipment in connection with manufacturing plants or remote distribution systems and industrial applications. Maintenance facilities and service stations optional until assigned.
43. The setting, erecting and piping of all cooling towers and evaporative condensers.
44. All work related to the removal and replacement of CFC Refrigerants as mandated by the federal, state and local laws.
45. All work done in our industry to comply with any environmental rules or regulations as set forth by federal, state, or local governments.
46. Equipment used on building and construction work in conjunction with the work of the trade, as a time and labor saving device, shall be operated by qualified Employees covered by this Agreement.
47. The operation of pumps, air compressors and welding machines when used in conjunction with work covered by this Agreement, shall be done by Employees covered by this Agreement.
48. The testing and balancing of all piping systems or component parts thereof and solar systems, shall be done by Employees covered by this Agreement.
49. Temporary mechanical equipment and air conditioning systems shall be installed and serviced by Employees covered by this Agreement.
50. The Employer shall procure and embrace, in all job contracts, all of the work embodied in the unloading and handling, from curbstone delivery, all equipment (including cooling towers), materials, the erection, installation of all tubing and piping, the setting and hanging of all units and fixtures which are included and necessary to make and complete an air conditioning, refrigeration, heating, piping installation, and solar installation, including the charging, testing, air and water balancing, servicing and maintenance of same and warranty of same.
51. All pipe and appurtenances may, at the option of the Employer, be fabricated on the job or in a shop within the territorial areas defined in this Agreement by Employee members of U.A. Local Union #725 receiving the Building Trades rate of pay and working under conditions set forth in this Agreement. It is agreed that nothing in this Exhibit shall be construed as taking precedence over violating this paragraph.

EXHIBIT B: UA Standard for Excellence Policy

OVERVIEW:

The UA Standard for Excellence policy is a Labor-Management commitment to uphold the highest industry standards in the workplace and ensure customer satisfaction. The program is designed to promote UA members' world-class skills and safe, efficient work practices on the jobs performed by our signatory contractors for their customers.

Member and local Union responsibilities:

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

- Meet their responsibilities to the employer and their fellow workers by arriving on the job ready to work everyday on time. Absenteeism and tardiness will not be tolerated.
- Adhere to the contractual starting and quitting times, including lunch and break periods.
- Personal cell phones will not be used during the workday with the exception of lunch and break periods.
- Meet their responsibility as highly skilled craftworkers by providing the required tools as stipulated under the local Collective Bargaining Agreement while respecting those tools and equipment supplied by the Employer.
- Use and promote the local Union and international training and certification systems to the membership so they may continue on the road of life-long learning thus insuring UA craftworkers are the most highly trained and sought after workers.
- Meet their responsibility to be fit for duty ensuring a zero tolerance policy for substance abuse is strictly met.
- Be productive and keep inactive time to a minimum.
- Meet their contractual responsibility to eliminate disruptions on the job and safely work towards the on-time completion of the project in an auspicious manner.
- Respect the customers' property. Waste and property destruction, such as graffiti will not be tolerated.
- Respect the UA, the customer, client and Contractor by dressing in a manner appropriate for our highly skilled and professional craft. Offensive words and symbols on clothing and buttons are not acceptable.
- Respect and obey Employer and customer rules and policies.
- Follow safe, reasonable and legitimate management directives.

Employer and management responsibilities:

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

- Replace and return to the referral hall ineffective superintendents, general foremen, foremen, journey workers and apprentices.
- Provide the Union hall with the necessary documentation to support these actions.
- Provide worker recognition for a job well done.
- Insure that all necessary tools and equipment are readily available to Employees.
- Minimize workers downtime by insuring blueprints, specifications, job layout instructions and material are readily available in a timely manner.
- Provide proper storage for Contractor and Employee tools.
- Provide the necessary leadership and problem-solving skills to jobsite supervision.

- Insure jobsite leadership takes the necessary ownership of mistakes created by management decisions.
- Promote the UA / Contractor Association partnership to owners and clients. Avoid finger pointing when problems arise.
- Encourage employees, but be fair and consistent with discipline if necessary.
- Create and maintain a safe work environment by providing site specific training, proper equipment and following occupational health and safety guidelines.
- Promote and support continued education and training for Employees while encouraging career building skills.
- Employ an adequate number of properly trained Employees to efficiently perform the work in a safe manner while limiting the number of Employees to the work at hand thereby providing the customer with a key performance indicator of the value of the UA Standard for Excellence.
- Treat all Employees in a respectful and dignified manner acknowledging their contributions to a successful project.
- Cooperate and communicate with the job steward.

PROBLEM RESOLUTION THROUGH THE UA STANDARD FOR EXCELLENCE POLICY:

Under UA Standard for Excellence it is understood that members (through the local union) and management (through the signatory contractors) have duties and are accountable in achieving successful resolutions.

Member and local Union responsibilities:

- The local Union and the steward will work with members to correct and solve problems related to job performance.
- Job stewards shall be provided with steward training and receive specialized training with regard to the UA Standard for Excellence.
- Regular meetings will be held where the job steward along with UA supervision will communicate with the management team regarding job progress, work schedules, and other issues affecting work processes.
- The job steward shall communicate with the members issues affecting work progress.
- The Business Manager or his designee will conduct regularly scheduled meetings to discuss and resolve issues affecting compliance of the UA Standard for Excellence policy.
- The steward and management will attempt to correct such problems with individual members in the workplace.
- Individual members not complying with membership responsibility shall be brought before the Local Union Executive Board who will address such members' failure to meet their obligation to the local and the UA, up to and including filing charges. The Local Union's role is to use all available means to correct the compliance problem including, but not limited, to mandatory retraining for members after offences.

EXHIBIT B: UA Standard for Excellence Policy, continued

PROBLEM RESOLUTION THROUGH THE UA STANDARD FOR EXCELLENCE POLICY, continued

Employer and management responsibilities:

- Regular meetings will be held where the management team and UA supervision will communicate with the job steward regarding job progress, work schedules, and other issues affecting the work process.
- The above information will be recorded, action plans will be formulated and the information will be passed on to the local Union Business Manager.
- Management will address concerns brought forth by the steward or UA supervision in a professional and timely manner.
- A course of action shall be established to allow the job steward and or UA supervision to communicate with higher levels of management in the event there is a breakdown with the responsible manager.

- In the event that the Employee is unwilling or unable to make the necessary changes, management must make the decision whether the Employee is detrimental to the UA Standard for Excellence platform and make a decision regarding his further employment.

Additional jointly supported methods of problem resolution:

- In the event an issue is irresolvable at this level the local Union or the Contractor may call for a contractually established Labor Management Committee meeting to resolve the issues.
- Weekly job progress meetings should be conducted with Job stewards, UA supervision and management.
- The local Union or the Contractor may involve the customer when their input is prudent in finding a solution.
- Foremen, General Foremen, Superintendents and other management should be educated and certified as leaders in the UA Standard for Excellence policy.

EXHIBIT C: Freedom of Movement Policy for the State of Florida for the U.A. Locals of the Florida Pipe Trades Council

OVERVIEW:

Union Contractors in the state of Florida who are successful in securing work covering all scopes within the geographical jurisdiction of the state of Florida will be allowed "THE FREEDOM OF MOVEMENT RULE" for the first two (2) U.A. employees of their choice from any Local within the state of Florida to travel to any Local within the state of Florida, and up to 50% of the required work force, but in no case would this number exceed the number of six (6) U.A. employees per project.

1. Example: A Local Union 803 Contractor who is successful in securing work in the jurisdiction of Local 295 may bring the first two (2) U.A. employees from Local 803 to work in the jurisdiction of Local 295 and then on an alternating basis, i.e., one (1) from Local 803 and one (1) from Local 295 for a maximum number of six (6) U.A. members from Local 295. This will apply to any type of project and would cover all scopes of work as claimed by the U.A.

2. All U.A. employees, except the "one" man per craft Representative which is allowed throughout the country by the U.A. Constitution, must be dispatched by the Local in whose jurisdiction the project is located, and all fringes, working assessments and/or travel dues will be paid to the Local Union and then all Health and Welfare and Pension Contributions will be reciprocated back to the traveling members "home Local". Note: The working assessments and/or travel dues must meet all the provisions as outlined in the U.A. Constitution or as adopted.

3. In all cases the contractors who are successful in securing projects outside their own geographical area must notify the Business Manager of the Local in whose jurisdiction they are members to contact the Business Manager of the local Union in whose jurisdiction they are traveling, deposit a travel card and be dispatched by that local Union.

4. In all cases the contractors and traveling members will abide by the terms, conditions and negotiated contracts of the Local in where they are working, and in no case will a contractor from an area traveling to another area be allowed to pay wages and fringes that are lower than the Local negotiated wages and fringes.

5. Amendments and grievances:

A. Should a dispute arise, either local Union may call on the other local Union for a clarification or adjustment of the matter in question.

B. All disputes shall be resolved in a mutually acceptable manner.

C. Should the Business Manager of the Locals in the state of Florida be unable to resolve the dispute, they will then submit the dispute to the General President of the U.A. for assistance in adjusting the grievance.

D. This agreement may be amended or appended at any time during its term by proper notification as outlined in the adopted resolution.

Agreed to and approved by the Florida Pipe Trades Council.

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LETTER OF ASSENT

It is agreed that the terms and conditions of this contract were duly negotiated between the Negotiating Committees representing the respective parties to this Agreement.

U.A. Local Union No. 725, Miami, Florida
Ratified by U.A. Local Union No. 725

Signature of authorized Union representative _____

Name of authorized Union representative (print) _____

Title _____

Date _____

In signing this letter of assent, the undersigned firm agrees to comply with, and be bound by, all of the provisions contained in this Agreement.

Air Conditioning, Refrigeration Heating and Piping Association, Inc. (dba MCASF)
Ratified by MCASF Employer:

Name of firm / corporation _____

Federal Employer identification number _____

Street address _____

City, state and zip code _____

Phone number _____

Fax number _____

E-mail address of firm representative _____

Contractor license number _____

Name & address of Registered Agent if other than shown _____

Signature of authorized firm representative _____

Name authorized firm representative (print) _____

Title _____

Date _____

A minimum of four copies of this Letter of Assent must be sent to the Union office for processing.

Each copy must contain an actual original signature, not a reproduction.

After processing, the Union will retain one copy, forward a copy to the Association, send a copy to the Employee Benefit Trust Fund administrator and will provide one copy to the Employer.

NOTES

