

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

6  
7 JOINT CONFERENCE COMMITTEE  
8 MEMBERS

9  
10  
11 LOCAL NO. 72 REPRESENTATIVES

12  
13 Terry Newsome, Jr., Co-Chairman  
14 David Evans  
15 Steve Newsome  
16 Shane Strickland  
17 Alan Tomberlin

18  
19  
20 EMPLOYER REPRESENTATIVES

21  
22 Steve Lisenby, Co-Chairman  
23 Justin Gary  
24 John Kraus  
25 Doug Martin  
26 John McKenney  
27  
28

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1                   THIS IS AN AGREEMENT entered into between  
2 Mechanical Contractors Association of Georgia, Inc., hereinafter referred  
3 to as the "Association" (as agent of all employers described below that  
4 have authorized, or during the term of this Agreement authorize, the  
5 Association to negotiate and enter into this agreement on their behalf),  
6 and United Association of Journeymen and Apprentices of the Plumbing  
7 and Pipe Fitting Industry of the United States and Canada, Local Union  
8 No. 72, of Atlanta, Georgia, hereinafter referred to as the "Union".  
9

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

- 13       • All contractor-members of the Association (all of which have agreed  
14 as a condition of membership in the Association that the Association  
15 shall be their representative for bargaining with the Union); and,
- 16       • All employers that separately enter into a written document (such as  
17 a participation agreement to contribute to the benefit funds  
18 referenced in this Agreement, a letter of assent to be bound to the  
19 terms of this Agreement, or any other document) by which they  
20 agree, among other things, that the Association is their  
21 representative for bargaining with the Union.  
22

23                   The Association shall remain the representative of  
24 each such employer for bargaining with the Union unless and until the  
25 employer terminates the Association's role as such representative in the  
26 manner specified in the document through which the employer authorized  
27 the Association to act on its behalf.  
28

29                   WITNESSETH:

30  
31                   For and in consideration of the mutual covenants  
32 herein contained it is agreed that:  
33  
34

1 ARTICLE ONE

2  
3 *Recognition and Purpose*

4  
5 SECTION 1. The Association recognizes the Union as the sole  
6 and exclusive bargaining representative for all journeymen, intern  
7 journeymen, apprentices, tradesmen and helpers in the employ of the  
8 employer with respect to wages, hours and other terms and conditions of  
9 employment, and to any and all work covered by this Contract; and  
10 likewise, the Union so recognizes the Association.

11  
12 SECTION 2. Those employers to whom the Union has not yet  
13 demonstrated its majority status agree to recognize the Union as a  
14 bargaining representative for those employees referred, or should have  
15 been referred by Local No. 72.

16  
17 SECTION 3. The Mechanical Contractors Association of  
18 Georgia agrees to keep Local No. 72 informed of the name of any  
19 contractor that withdraws bargaining rights from the Association.

20  
21 Section 4. The Local Union No. 72 agrees to keep the  
22 Association informed of the name of any contractor that signs the CBA or  
23 letter of assent.

24  
25 ARTICLE TWO

26  
27 *Trade or Work Jurisdiction*

28  
29 SECTION 1(a). This Agreement covers the rates of pay, rules and  
30 working conditions of all journeymen, intern journeymen, apprentices,  
31 tradesmen and helpers engaged in the installation of all plumbing and/or  
32 pipe fitting systems and component parts thereof, including fabrication,  
33 assembling, erection, installation, dismantling, handling, unloading,  
34 distributing, reloading, tie-on and hoisting of all piping materials,  
35 appurtenances and equipment, by any method, including all hangers and  
36 support of every description, and bathroom accessories (except those  
37 excluded as set forth in the "Agreement and Decisions Rendered Affecting  
38 the Building Industry" - Green Book) and such other work as is included in  
39 the trade jurisdiction of the United Association as contained in 2001 U. A.  
40 Constitution, pages 165 through 172.

1 (b). It is understood that the assignment of work and  
2 the settlement of jurisdictional disputes with other building trades  
3 organizations shall be adjusted in accordance with the procedure  
4 established by The Plan for Settlement of Jurisdictional Disputes in the  
5 Construction Industry, or any successor agency of the Building Trades  
6 Department.

7 (c). As to the rates of pay, rules and working  
8 conditions for the servicing of air conditioning, refrigeration, plumbing and  
9 similar equipment, this is the subject of a Service Supplement for  
10 Plumbing and Mechanical Equipment Service which is made a part of this  
11 Collective Bargaining Agreement effective August 1, 2021.

12 (d). As to the rates of pay, rules and working  
13 conditions for Commercial and Institutional projects, this is the subject of a  
14 Special Supplement which is made a part of this Collective Bargaining  
15 Agreement effective August 1, 2021.

16 (e). As to the rates of pay, rules and working  
17 conditions for the Albany area, this is the subject of an Albany Supplement  
18 which is made a part of this Collective Bargaining Agreement effective  
19 August 1, 2021.

20 (f). As to the rates of pay, rules and working  
21 conditions for the Macon area, this is the subject of a Macon Supplement  
22 which is made a part of this Collective Bargaining Agreement effective  
23 August 1, 2021.

24  
25 SECTION 2. There shall be no work stoppage because of  
26 jurisdictional disputes.

27  
28 SECTION 3. Journeymen shall install sanitary sewers from a  
29 single building on a piece of property to the property line or septic tank.  
30 Where two or more buildings are built on a single piece of property,  
31 journeymen shall install sewers from each building to the main or trunk  
32 sewer.

33 All storm drainage systems, including roof drains,  
34 area drains, sub-drainage systems, from the building to the first drainage  
35 structure or to the property line shall be done by journeymen.

36 Journeymen shall do all water mains from the  
37 property lines.

38 All gas lines, and all piping, for power or heating,  
39 refrigeration, air conditioning and process piping purposes, either by  
40 water, air, steam, gas, oil, chemicals or any other method shall be

1 installed by journeymen. None of the above work is to be done under the  
2 metal trades agreement with the Union.

3  
4 SECTION 4. The Union agrees that the employer may  
5 subcontract or sublet work, but the employer agrees not to sublet or  
6 subcontract work covered herein which is substantiated as work belonging  
7 to the Union by decisions of the former Impartial Jurisdictional Disputes  
8 Board, unless the employees of the contractor to whom the work is  
9 subcontracted or sublet are paid the wages & fringes established in this  
10 Agreement.

### 11 12 ARTICLE THREE

#### 13 14 *Area Jurisdiction and General*

15  
16 SECTION 1. The area covered by this Agreement is the  
17 geographical area recognized to be within the jurisdiction of the Union  
18 bounded as follows: the Counties of Banks, Barrow, Bartow, Butts, Carroll,  
19 Chattooga, Cherokee, Clarke, Clayton, Cobb, Coweta, Dawson, DeKalb,  
20 Douglas, Elbert, Fannin, Fayette, Floyd, Forsyth, Franklin, Fulton, Gilmer,  
21 Gordon, Greene, Gwinnett, Habersham, Hall, Hancock, Haralson, Hart,  
22 Heard, Henry, Jackson, Jasper, Lamar, Lumpkin, Madison, Monroe,  
23 Morgan, Murray, Newton, Oconee, Oglethorpe, Paulding, Pickens, Pike,  
24 Polk, Putnam, Rabun, Rockdale, Spalding, Stephens, Towns, Union,  
25 Walton and White. In addition to the above Counties, jurisdiction includes  
26 portions of Troup County north of the southerly city limits of LaGrange and  
27 portions of Meriwether County north of the southerly city limits of the City  
28 of Greenville. Also, Atkinson, Baker, Ben Hill, Berrien, Brooks, Calhoun,  
29 Coffee, Colquitt, Cook, Crisp, Decatur, Dougherty, Early, Grady, Irwin,  
30 Lanier, Lee, Lowndes, Miller, Mitchell, Randolph, Seminole, Terrell,  
31 Thomas, Tift, Turner and Worth, as indicated in the Albany supplement to  
32 this Agreement. Also, Baldwin, Bibb, Bleckley, Crawford, Dodge, Dooley,  
33 Houston, Johnson, Jones, Laurens, Macon, Peach, Pulaski, Sumter,  
34 Taylor, Telfair, Twiggs, Upson, Washington, Wilcox and Wilkerson, as  
35 indicated in the Macon supplement to this Agreement.

36  
37 SECTION 2. Union members shall not work for other than  
38 contractors fully qualified under State, County or City laws governing  
39 plumbing, heating, air conditioning or piping contractors who are parties to  
40 this Agreement (or an identical agreement) with the Union. This  
41 Agreement supersedes all other agreements with the Union. This

1 Section, however, does not apply to regular maintenance, municipal or  
2 government work, which is done by the employer. Also, this Section does  
3 not apply to work brought about by signed agreements between the  
4 United Association and other international unions pertaining to trade  
5 jurisdictions, as defined by the United Association, whereby other than  
6 plumbing, heating, air conditioning and piping contractors secure work  
7 thus rightfully belonging to the United Association. All journeymen must  
8 comply with the City and County laws governing plumbing and heating in  
9 the area where the work is being done.

10  
11 SECTION 3. Journeymen of the Union shall not permit (license)  
12 work for the signatories to this Agreement or for holders of any other  
13 agreement with the United Association. Union members carrying active  
14 union cards shall not contract for or use their licenses for contractors in  
15 the plumbing, heating or air conditioning business. Members shall be  
16 required to take a withdrawal card before permitting or licensing  
17 contractors for plumbing, heating or air conditioning work, it being  
18 understood that above acts constitute intent of a member of labor to enter  
19 the classification of an employer. Nothing in this Section shall be  
20 construed to prevent a journeyman from entering into business as an  
21 employer.

22  
23 SECTION 4. Employers shall not be permitted to work with  
24 tools.

25  
26 SECTION 5. At least one journeyman shall be regularly  
27 employed by an employer to keep this Contract and Agreement in full  
28 force and effect.

## 30 ARTICLE FOUR

### 31 *Hiring of Employees*

32  
33  
34 SECTION 1. In hiring of employees the employer shall be the  
35 sole judge of the number of employees required.

36  
37 SECTION 2. The employer shall have the right to determine the  
38 competency and qualifications of employees including job steward  
39 referred by the Union and the right to hire and discharge accordingly,  
40 provided however, that such rights shall be exercised on a non-  
41 discriminatory basis and such decisions shall not be based on, or be in



1 any way affected by race, religion, color, national origin, ancestry, sex,  
2 union membership, by-laws, rules, regulations, constitutional provisions or  
3 any other aspect or obligation of union membership, policies or  
4 requirements.

5  
6 SECTION 3. The Union agrees at all times to furnish to the  
7 employer duly qualified journeymen, apprentices and helpers in sufficient  
8 number as may be necessary to properly execute work contracted for by  
9 the employer in the manner and under the conditions specified in this  
10 Agreement.

11  
12 SECTION 4. If upon request, the Union or the United  
13 Association is unable to supply journeymen with special skills within  
14 forty-eight (48) hours, the employer may secure journeymen from other  
15 sources. Journeymen with special skills shall perform any work coming  
16 within the coverage of this Agreement.

17  
18 SECTION 5. The Union will consider and furnish applicants for  
19 jobs on a non-discriminatory basis and such decisions shall not be based  
20 on, or be in any way affected by race, religion, color, national origin,  
21 ancestry, sex, union membership, by-laws, rules, regulations,  
22 constitutional provisions or any other aspect or obligation of union  
23 membership, policies or requirements. Referrals shall contain member's  
24 craft, classification, rate of pay, certifications, completed training and if in  
25 compliance of continuing training requirements.

26  
27 SECTION 6. Any applicant for employment or any employee  
28 covered by this Agreement seeking continuance of employment, who feels  
29 illegally discriminated against in referral or discharge, either by the Union  
30 or by the employer, or both, must within five (5) consecutive calendar days  
31 file all grounds of the grievance in writing with the Joint Conference  
32 Committee. (See Article Fourteen)

33 The said grievance shall be received by the  
34 Committee at its next meeting at which time a Labor/Management Sub-  
35 Committee will be appointed to investigate the matter and submit a written  
36 report of the circumstance occasioning the grievance. Upon receiving the  
37 Sub-Committee report, the full Committee will make a determination, or if  
38 necessary, schedule a hearing, it being understood that all parties to said  
39 grievance shall be given equal opportunities to address the  
40 circumstances, including the right to appeal (limited to one). The process

1 shall proceed in a timely manner and the full Committee's determination  
2 shall be final and binding upon the parties to this Agreement.

3  
4 SECTION 7. The Union referral form will indicate that there is  
5 an I-9 citizenship verification form on file.

6  
7 SECTION 8. Employer may call for by letter 100% of  
8 employees by name that have been unemployed fifteen (15) calendar  
9 days or more and are available for work.

10  
11 SECTION 9. The employer has the right to recall employees  
12 laid off not already assigned to another Local No. 72 employer within  
13 ninety (90) calendar days. Employer shall notify Local No. 72 of recall,  
14 and employee report to Local No. 72.

15  
16 SECTION 10. The employer, in notifying the Union of  
17 opportunities for employment to refer qualified applicants for such  
18 employment, will state the location of the job, the starting time, the  
19 approximate duration of the job, the type of work to be performed and the  
20 number of employees needed, in order that the Business Manager, as  
21 dispatcher, or designee, may comply. The Business Manager, or  
22 designee, shall be notified forty-eight (48) hours before lay-offs involving  
23 five (5) or more employees, or less when practical.

24  
25 SECTION 11. The following procedure shall be used when  
26 employees are separated: The employer shall complete a six (6) part  
27 Separation Notice Form showing the reason for termination. The signed  
28 copies shall be sent as follows: The employer shall send one (1) electronic  
29 copy to the office of the Union, one (1) electronic copy to the office of the  
30 Association (MCAG) and, if employee is an apprentice, one (1) electronic  
31 copy to the office of the Joint Apprenticeship and Training Trust (JATT).  
32 The employer shall give two (2) copies to the employee. The employer  
33 shall retain one (1) copy. The employer may file the Separation Notice  
34 Form electronically.

35 Before being referred to a new employer, the  
36 employee shall give one (1) copy of the Separation Notice to the Union  
37 and sign the applicable out of work list.

38 Should the employer fail to give the employee a  
39 properly completed Separation Notice, the employee shall be entitled to  
40 receive two (2) hours pay based upon the applicable straight time pay  
41 rate.

1                   Should the employee wish to quit or terminate  
2 employment with the employer, the employee shall give notice to the  
3 employer of not less than two (2) hours prior to the regular quitting time for  
4 the project and shall obtain a properly completed Separation Notice.

5                   Any employee having three (3) unsatisfactory  
6 separations within a twelve (12) month period shall be suspended from  
7 being referred to any signatory employer for sixty (60) days.

8  
9                   SECTION 12.       The standards for qualified journeymen are  
10 understood to be journeymen plumbers, pipe fitters and/or refrigeration  
11 fitters who have first had at least five (5) years actual and practical  
12 experience working at the trade, as described in Article Two of this  
13 Agreement or have successfully served an apprenticeship at the trade  
14 under an apprenticeship training program approved by the Bureau of  
15 Apprenticeship and Training, U. S. Department of Labor, and in addition,  
16 who either:

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

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

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

34  
35                   SECTION 13.       The Union and the employers shall post in places  
36 where notices to all employees and applicants for employment are  
37 customarily posted, all provisions relating to the functioning of the hiring  
38 arrangement, including the safeguards herein listed. This means all  
39 provisions of Article Four of this Contract shall be so posted. Mechanical  
40 Industries Council Education and Training Fund shall provide these.

41

1 ARTICLE FIVE

2  
3 *Union and Employer Responsibilities*

4  
5 SECTION 1. There shall be no work stoppage due to  
6 unauthorized or illegal strikes, lockouts, disputes or grievances. In the  
7 event any picketing occurs, the Union and employees will refuse to honor  
8 any such action by continuing to work.

9  
10 SECTION 2. The contractors shall have the responsibility to  
11 efficiently manage their portion of the job including the supplying of  
12 sufficient tools and equipment with which to carry out the needed  
13 installation and the scheduling of an adequate number of workers to meet  
14 job requirements and conditions. The direction of the working force, the  
15 right to hire, to plan, direct, control and schedule all operations, in  
16 cooperation with other trades and specified requirements of the user, shall  
17 be the responsibility of the contractor, including the right to establish,  
18 eliminate, change or introduce new or improved methods, machinery or  
19 techniques to efficiently perform all tasks.

20  
21 SECTION 3. There shall be no limitations on the productivity of  
22 workers or on full use of tools of the trade and construction equipment.

23  
24 SECTION 4. A form will be developed and furnished by Local  
25 No. 72 identifying workers' special skills and/or training.

26  
27 SECTION 5(a). Every effort shall be made by the parties to ensure  
28 the highest level of productivity and the expeditious performance of the  
29 work with the pledge of "eight hours work for eight hours pay". When  
30 working an eight (8) hour day there shall be one (1) break in the a.m. not  
31 to exceed twenty (20) minutes. When working more than an eight (8) hour  
32 day there shall be a break in the a.m. not to exceed twenty (20) minutes  
33 and one (1) break after the eighth (8<sup>th</sup>) hour in the p.m. not to exceed 10  
34 minutes; however, it is expected that at least one hour's work shall be  
35 performed after a break. Breaks to be taken in place. Leaving job early  
36 for failure to take break(s) will not be permitted. Loafing, excessive  
37 tardiness and unexcused absenteeism will not be tolerated. If employee  
38 must be transported to work station from a designated staging area, it  
39 shall be in a covered vehicle. Employers do not have the option of  
40 allowing workers to leave early or be transported to or from work area on  
41 employers' time.

1 (b). The UA Standard for Excellence is made a part of  
2 this Collective Bargaining Agreement and is presented as an addendum to  
3 the CBA.  
4

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

9 (b). Every Local No. 72 member shall complete the  
10 OSHA 30 requirement, within an 18-month period in which to complete the  
11 class. All members who do not complete the "OSHA Thirty (30)  
12 requirement" no later than February 1, 2022, will not receive scheduled  
13 wage increases thereafter until completion of the "OSHA Thirty (30)  
14 requirement." Increases will not be retroactive. Fringe contribution  
15 increases are not exempt from being paid on Local No. 72 members who  
16 become ineligible for wage increases.

17 The JATT shall provide documentation of the completion of all  
18 training for each local union member. All training will be provided to every  
19 journeyman. Every journeyman and above will take said training on their  
20 own time.

21 (c). Mandatory Continuing Education (MCE) is  
22 required for all journeymen and above. Local No. 72 shall provide  
23 documentation of the completion of all training for each local union  
24 member. The MCE requirement for all journeymen and above is the  
25 equivalent to Georgia State License requirement. All journeymen and  
26 above who do not complete the MCE requirement will not receive  
27 scheduled wage increases after August 1, 2022, until completion of the  
28 MCE requirement. Increases will not be retroactive. Fringe contribution  
29 increases are not exempt from being paid on journeymen and above who  
30 become ineligible for wage increases. Every journeyman and above will  
31 take said training on their own time. Training will be at no cost to the  
32 employer(s).  
33

34 The JATT is to develop a process to be put in place to track Local  
35 No. 72 members MCEs and JATT apprenticeship compliance and  
36 demographics.  
37

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

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

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

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

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

SECTION 12. Under no circumstances will there be a work stoppage or slow down as a result of a work assignment or jurisdictional dispute. Settlement of work assignment shall be as follows:

(a). Rules and procedures of The Plan for Settlement of Jurisdictional Disputes in the Construction Industry shall govern the parties to this Agreement.

(b). Pre-Assignment conferences with the contractors and business representatives of the Union shall be held well in advance of actual work performance for the purpose of making a positive determination, if there is thought to be a difference of opinion.

Area practice, prior agreements and decisions of record shall be taken into account; however, in the event a unanimous agreement is not reached, the contractor who has responsibility for the performance and installation shall make a specific assignment of the work in accordance with the procedural rules of The Plan for Settlement of Jurisdictional

1 Disputes in the Construction Industry, which shall be binding on all parties  
2 for the duration of the job in question.

3 Any jurisdictional disputes occurring during the course of the job  
4 shall be handled in the same manner.

5  
6 SECTION 13. Parties to this Agreement shall not discriminate  
7 against, harass or intimidate any employee because of race, color,  
8 religion, sex, national origin or age. The parties will comply with  
9 established minority employment plans as required.

10  
11 SECTION 14. Labor will participate with management in a joint  
12 study committee for the purpose of meeting the OSHA Communications  
13 Standards and by mutual consent of both parties take whatever action is  
14 required to meet the education and record keeping requirements of the  
15 Act. A hazardous material training course shall be developed and given to  
16 all workers referred.

## 17 18 ARTICLE SIX

### 19 20 *Hours of Work, Overtime, Shift Work*

21  
22 SECTION 1. Hours of Work. Any consecutive eight (8) hours  
23 between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday,  
24 inclusive, shall constitute a day's work. Since efficiency and economy are  
25 of prime concern to the parties, the employer, at its discretion, may begin  
26 the regular day at any time between 6:00 a.m. and 9:00 a.m. A thirty (30)  
27 minute meal break shall be allowed for which employee shall not be paid.  
28 At the employer's option, the workday may be expanded to accommodate  
29 four (4) ten (10) hour days, as the workweek, at regular time. The day  
30 shift workweek shall be forty (40) hours beginning after starting time. The  
31 workweek and the second shift and third shift shall be established in  
32 paragraphs below of this Article.

#### 33 34 SECTION 2. Overtime.

35 (a). New Construction - Five (5) Eights (8). Overtime  
36 on new construction will be paid at one and one-half (1½) times the  
37 straight-time rate on all work except for that work performed on Sundays  
38 and holidays will be paid at double the straight-time rate. A Saturday  
39 make-up day at the regular rate of pay may be worked to make-up time  
40 lost during the normal workweek when time is lost for reasons beyond  
41 contractor's control. There will be no make-up days for Holidays.

1 (b). Occupied Structure. All overtime performed on  
2 remodeling of occupied structures shall be at one and one-half (1½) times  
3 the straight time rate, except holidays, as shown in Article Six, Section 3,  
4 shall be double time. A Saturday make-up day at the regular rate of pay  
5 may be worked to make-up time lost during the normal workweek when  
6 time is lost for reasons beyond contractor's control. There will be no  
7 make-up days for Holidays.

8 (c). New Construction - Four (4) tens (10). If four (4)  
9 ten (10) hour days are worked, the hours worked after ten (10) hours shall  
10 be worked at time and one-half (1½) times the straight time rate. In the  
11 event a four (4) day, ten (10) hour day workweek is elected, either Friday  
12 or Saturday may be used as a make-up day, Saturday being permitted  
13 when conditions beyond the employer's control preclude Friday being  
14 worked, or the workweek commencing later than Monday. There will be  
15 no make-up days for Holidays.

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

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

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

37 If the worker misses any of the mandatory straight time hours, the  
38 worker will work the next scheduled overtime hours at straight time until  
39 the hours missed are made up. In the event that hours performed include  
40 double (2) time hours, it shall be understood that one and one-half (1½)  
41 time hours will always be exchanged first for straight time hours missed.



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

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

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

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

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

ARTICLE SEVEN

*Wages*

SECTION 1: Wages and Fringes are shown for all classifications on an addendum to the CBA (if a % is shown the % refers to a % of the Journeyman wage scale). The Jt. Conference Committee can elect to allocate any part of any increases. This process is applicable to all supplements to the CBA.

The agreed to monetary settlement is as follows:

1  
2 Effective August 1, 2021, the wage will increase by two dollars (\$2.00).

3  
4 Effective August 1, 2022, the wage will increase by one dollar (\$1.00). An  
5 additional fifty cents (\$0.50) will be allocated by the Jt. Conference  
6 Committee.

7  
8 Effective August 1, 2023, the wage will increase by one dollar (\$1.00). An  
9 additional fifty cents (\$0.50) will be allocated by the Jt. Conference  
10 Committee.

11  
12 SECTION 2. Apprentices shall work as intern journeymen for  
13 the fifth year.

14  
15 SECTION 3. All Apprentice wage scales shall be based off the  
16 Atlanta pay scale as a percentage of journeyman rate: First-Year (45%),  
17 Second-Year (51%), Third-Year (60%), Fourth-Year (70%), and Fifth-Year  
18 (80%).

- 19 • Meaning: Apprentices from the Albany and Macon area will be  
20 paid the Atlanta apprenticeship wage and fringe scales.

21  
22 Apprentice scales to be rounded to the nearest nickel.

23  
24 Section 4. (a). Class "A" Pipe Tradesman (PT) wage shall be  
25 calculated at 65% of journeyman rate (to the nearest nickel).

26 (b). Class "B" Pipe Tradesman (PT) wage shall be  
27 calculated at 45% of journeyman rate (to the nearest nickel).

28  
29 Section 5. Provisional Journeyman classification paid at 80%  
30 of the journeyman rate. (Rounded to the nearest nickel). Fringes to be  
31 paid the same as 2<sup>nd</sup> through 5<sup>th</sup> year apprentices receive.

32  
33 SECTION 6. On jobs of 10 or more, stewards will receive \$0.75  
34 per hour above the journeyman rate. For stewards to receive \$0.75 per  
35 hour above the journeyman rate, stewards shall be provided with certified  
36 steward training and specialized training as described by the UA Standard  
37 for Excellence. Training will be at no cost to the employer(s).

38  
39 SECTION 7. Employees after being hired and reporting for work  
40 at the regular starting time and for whom no work is provided, shall  
41 receive pay for two (2) hours at the regular rate of wage, unless notified

1 before leaving home not to report, and employees who reported for work  
2 and for whom work is provided shall receive not less than four (4) hours  
3 pay and if more than four (4) hours are worked in any one day, they shall  
4 receive not less than a full day's pay. However, the exceptions shall be  
5 when inclement weather or strike conditions make it impossible to put  
6 such employees to work, or when stoppage of work is occasioned  
7 thereby, or when employees leave work of their own accord or fail to  
8 report for work at the regular starting time.

9  
10 SECTION 8. Payday shall be once each week, on a regular  
11 working day, Monday through Thursday, and before quitting time. Pay  
12 may be in check or cash at the employer's election. Voluntary direct  
13 deposit may be implemented. Four (4) days shall be the maximum hold  
14 back time for payroll determination, Saturdays and Sundays excluded. All  
15 paychecks shall have a stub attached showing the company's name, total  
16 hours worked and amounts withheld for Social Security, State and Federal  
17 taxes. When payment is in cash, pay envelopes shall bear the same  
18 information as above. When the regular payday falls on a holiday, payday  
19 shall be the next regular working day, or at the discretion of management,  
20 the day proceeding, Sunday excluded. All employers shall have a local  
21 checking account for payroll purposes.

22  
23 SECTION 9. If an employee is discharged or laid off, all accrued  
24 wages shall be due and payable.

25  
26 SECTION 10. A two percent (2%) dues check off of gross wages  
27 shall be deducted from all Local No. 72 employees' wages, with an  
28 additional two percent (2%) IAP Assessment (Target Market Fund)  
29 deducted from journeymen and above on straight time wages only.  
30 Employers will be responsible to forward the collections to the third party  
31 administrator for disbursement to Local No. 72. If the employers fail to  
32 collect the two percent (2%) dues check off of gross wages and/or the two  
33 percent (2%) IAP Assessment, the employers will be responsible to pay  
34 the Local No. 72 what should have been collected.

35  
36 SECTION 11. In addition to other compensation required by the  
37 terms of this Agreement, the employer agrees to remit fifty-cents \$0.50  
38 per hour, on journeymen and above only, to the Plumbers, Pipefitters and  
39 Service Technicians Local No. 72 Piping Industry Promotional &  
40 Employment Fund (P.I.P.E) established in accordance with the Labor-  
41 Management Cooperation Act of 1978 and Section 302(c) (9) of the

1 Labor-Management Relations Act, 29 USC section 186(c) (9). Local No.  
2 72 may control decreasing or increasing the P.I.P.E. Fund between zero  
3 cents and \$0.50 per hour, as well as allocating any part of the fund to any  
4 other of the Funds within the CBA for a specific time limit.

5  
6 SECTION 12. All foremen shall receive UA foreman certification  
7 to receive future pay increases effective August 1, 2022.

8  
9 SECTION 13. Mandatory, journeyman plumbers shall have State  
10 license to receive journeyman scale, if not, they will receive provisional  
11 journeyman scale [80% of journeyman scale] effective August 1, 2021,  
12 starting with graduating apprenticeship class of August 1, 2021.

## 13 14 ARTICLE EIGHT

### 15 16 Trust Funds

17  
18 SECTION 1(a). In addition to all other compensation required by  
19 the terms of this Agreement, the employer agrees to remit the amount  
20 which the employer is obligated to pay to the employees in this bargaining  
21 unit as designated in the wage section of the CBA for each hour actually  
22 worked by all employees covered by this Agreement to Plumbers and  
23 Pipe Fitters Local No. 72 Benefit Funds for purposes as hereinafter  
24 described.

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

34 The benefits described under the Atlanta Plumbers and  
35 Steamfitters Health and Welfare Fund shall be limited to those benefits  
36 which can be based on the employers' contributions stipulated herein. In  
37 the event of a deficiency, the Trustees of the referenced fund are directed  
38 to amend the plan to eliminate such deficiency.

39 If, in the opinion of the Trustees, the Atlanta Plumbers and  
40 Steamfitters Health and Welfare Fund is sufficiently funded, any increases  
41 in the Health & Welfare Contributions can be reassigned to wages.

1 (c). The employer shall contribute and forward monthly  
2 the amount which the employer is obligated to pay to the employees in  
3 this bargaining unit as designated in the wage section of the CBA to the  
4 Atlanta Plumbers and Steamfitters Supplemental Pension Fund (except  
5 no pension contribution shall be made on helpers, pipe tradesmen A & B  
6 and 1<sup>st</sup> year apprentices) as established and jointly administered in  
7 accordance with the applicable provision of the Labor-Management  
8 Relations Act and other Federal and State laws. The Agreement and  
9 Declaration of Trust, dated January 1, 1997, establishing the Atlanta  
10 Plumbers and Steamfitters Supplemental Pension Fund is hereby made a  
11 part of this Agreement by reference and the employers, signatory to this  
12 Agreement, hereby agree to abide by the terms and provisions of said  
13 Declaration of Trust.

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

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

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

1 Agreement, hereby agree to abide by the terms and provisions of said  
2 Declaration of Trust.

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

8 (g). Each employer shall pay to and forward monthly  
9 the amount to the Mechanical Industries Council Education and Training  
10 Fund (MICETF) which the employer is obligated to pay as designated in  
11 the wage section of the CBA for each hour worked by each employee of  
12 the employer within the bargaining unit. The Declaration of Trust,  
13 originally dated August 31, 1964, as amended, and as it may hereafter be  
14 amended in accordance with the provisions thereof, establishing the  
15 MICETF (formerly known as the Mechanical Industries Council Trust  
16 Fund) is hereby made a part of this Agreement by reference (MICETF  
17 Trust Agreement), and employers signatory to this Agreement, hereby  
18 agree to abide by the terms and provisions of the MICETF Trust  
19 Agreement. The Mechanical Industries Council (MIC), previously  
20 established consisting of five (5) Employer Trustees selected as provided  
21 in the MICETF Trust Agreement, shall be solely responsible for the  
22 administration of MICETF.

23 Delinquent contributors shall be subject to such liquidated damages  
24 as the Trustees of the Fund may prescribe from time to time.

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

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

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

35 Decreases and increases to the MICETF contribution between zero  
36 cents and \$0.25, as well as allocating any part of this fund to any other  
37 Funds within the CBA for a specific time limit, shall be determined by the  
38 MCA of Georgia Board and MICETF Trustees.

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

1 The Employer Associations, party to this Agreement agree to  
2 defend, indemnify and hold harmless the Union from any and all claims  
3 made against it arising out of the establishment and existence of the  
4 Fund.

5 (h). As part of the compensation due employees for  
6 work performed under this Agreement, the Employer shall make payments  
7 to the Atlanta Plumbers and Steamfitters Local No. 72 benefit funds:  
8 Defined Contribution, Supplemental Pension, Health and Welfare, Joint  
9 Apprenticeship and Training Trust, and the Mechanical Industries Council  
10 Education and Training Fund for each hour worked by each employee  
11 whose work is covered by this Agreement in the amounts specified in the  
12 wage & fringe addendum and/or any addendums to this Agreement, which  
13 are deducted from current wages/benefits regarding rates for respective  
14 funds, and/or deducted from net and/or gross pay. Notwithstanding the  
15 foregoing, in the event the Trustees of the Funds determine the need for  
16 an increase in the hourly contribution to the Funds and the Local No. 72  
17 elects to allocate any part of the increase to the fringe funds, such Funds  
18 will be deducted from current wages/benefits or from members' net and/or  
19 gross pay.  
20

21 SECTION 2. Payment to the Trust Funds as described in  
22 Section 1 of this Article shall be made monthly, by mailing or delivering  
23 one check for same to the Bank Depository or Administrator of record of  
24 the Plumbers and Steamfitters Local No. 72 Benefit Funds. The  
25 Administrator of the Plumbers and Steamfitters Local No. 72 Benefit  
26 Funds shall allocate the monies received to the applicable Trust Funds in  
27 accordance with the governing Declarations of Trust as directed by the  
28 governing Board of Trustees.  
29

30 SECTION 3. The employer shall prepare and transmit with each  
31 payment made pursuant to this Article, a report showing the number of  
32 hours worked by each employee and the number of employees worked in  
33 each classification referenced in Article Seven during the period covered  
34 by the report, together with the name and social security number of each  
35 employee. The report shall be in such form as shall be prescribed by the  
36 Trustees of the respective funds. The office of the Union and the  
37 Association shall receive a copy of the report.  
38

39 SECTION 4. The payment and report required by this Article  
40 shall be due on or before the 10th day of each calendar month and  
41 deemed delinquent if not made on or before the 20th day of each calendar

1 month for all work performed during the payroll periods ending in the  
2 preceding calendar month.

3  
4 SECTION 5 (a). The Board of Trustees of the respective Funds  
5 may establish, from time to time, rules and regulations which provide for a  
6 reasonable penalty to be added to any delinquent contributions and are  
7 empowered to take such legal action as in their discretion may be  
8 necessary to collect contributions and penalties assessed by the  
9 respective Trustees and to recover from any delinquent employer on  
10 behalf of the Funds all costs and reasonable attorney fees incurred in  
11 connection therewith. Habitual delinquency on the part of any individual  
12 employer may be cause for cancellation of this Agreement insofar as such  
13 individual employer is concerned, if so recommended by the Board of  
14 Trustees of the respective Funds, however, such cancellation shall not  
15 affect the contractual obligations of any other employer.

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

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

31 (c). Any employer that becomes delinquent in making  
32 fringe benefit contributions and any new employer shall provide a bond or  
33 cash deposit in favor of the Atlanta Plumbers & Steamfitters Fringe Benefit  
34 Funds in an amount set forth below to secure the payment of fringe  
35 benefit contributions required by this Agreement:

<u>Number of Employees Subject To This Agreement</u>	New Employer	<u>Delinquent Employer</u>
0-5	\$10,000	\$25,000



6-10	\$20,000	\$50,000
11-15	\$30,000	\$75,000
16-more	\$40,000	\$100,000

1  
2 If a new or a delinquent Employer avoids being  
3 delinquent in paying fringe benefit contributions for a period of twenty-four  
4 (24) consecutive months, the requirement to post a bond or cash shall  
5 cease and any bond or cash previously provided by the Employer shall be  
6 returned to the Employer. The Trustees shall have the authority to  
7 increase additional bond requirements of any delinquent Employer to  
8 insure anticipated contributions required for the number of Employees to  
9 be employed. The Trustees shall have the authority to impose Delinquent  
10 status on any Employer who employs any person having a history of  
11 delinquency with a company where said employee was a principal.  
12

13 SECTION 6. If any employer temporarily discontinues paying  
14 wages he must, nevertheless, file a return, monthly. If an employer no  
15 longer expects to pay wages subject to this Agreement, he must file a  
16 "Final Report". If the business is sold or transferred by one employer to  
17 another, both old and new employer must file a return but neither should  
18 report wages paid by the other.  
19

20 SECTION 7. It is the intent of the parties that Article Fourteen  
21 relating to settlement of disputes shall not prevent the continuance of the  
22 foregoing provisions from being effective, and respective Trustees are  
23 authorized and empowered to distribute such contributions received after  
24 July 31, 2021, in accordance with the foregoing until the parties execute a  
25 new Collective Bargaining Agreement. The respective Trustees shall not  
26 withhold distribution under such conditions and shall not be held liable for  
27 any such distributions made in accordance with the foregoing. Article  
28 Fourteen does not apply to the wording of the various documents and  
29 Trust Agreements heretofore entered into between the parties.  
30

## 31 ARTICLE NINE

### 32 *Supervision*

33  
34 SECTION 1. On jobs employing three (3) plumber journeymen  
35 or three (3) pipe fitter journeymen, one of them shall be designated  
36 foreman for their craft. When the number of plumber or pipe fitter  
37 journeymen on any one job exceeds ten (10), a second foreman will be  
38

1 designated for their craft. This same formula will prevail for any job no  
2 matter how large the number of journeymen. A plumber or fitter general  
3 foreman need not be designated until the number of foremen in that craft  
4 reaches three (3). There shall be no limit to the number of foremen that a  
5 general foreman supervises. The general foreman shall not supervise the  
6 journeymen. All foremen shall be members of Local Union No. 72.

7  
8 SECTION 2. The selection and appointment of both foremen  
9 and general foremen is the sole responsibility of the employer in keeping  
10 with this Agreement. The employer may call for supervision by name,  
11 provided there is an accompanying letter to the Union.

12  
13 SECTION 3. There can be designated a crew foreman who can  
14 work up to four (4) employees (Journeymen, Apprentices, Helpers or  
15 Tradesmen). Crew foremen must work under the job supervision of a  
16 foreman.

## 17 18 ARTICLE TEN

### 19 20 *Fabrication*

21  
22 SECTION 1. All piping, including hanger assemblies, may be  
23 fabricated either at the shop or on the job site, at the discretion of the  
24 employer. The employees covered by this Agreement shall perform all  
25 work required in connection with fabrication under the terms of this  
26 Agreement, regardless of method, including handling, distribution and  
27 erection of all piping material and equipment being fabricated under this  
28 Agreement, without exception.

29  
30 SECTION 2. Where the word "shop" is used in this Article, it  
31 shall be defined as a shop under the direct control of a Local No. 72  
32 employer being in the territorial jurisdiction of Local No. 72.

33  
34 SECTION 3. Any violation of this Article shall subject the  
35 employer to the payment of such penalty as may be determined by the  
36 Joint Conference Committee.

37  
38 SECTION 4. The Union reserves the right to refuse to handle,  
39 erect or install fabricated piping, sent to the job that has not been  
40 fabricated as above set out.

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

6  
7 ARTICLE ELEVEN

8  
9 *Working Rules and Conditions*

10  
11 SECTION 1. It is understood and agreed that each person shall  
12 arrive at the job in sufficient time to change clothes before starting time.  
13 Workers shall be on the job at their regular place of work at the  
14 designated starting time and shall remain at their place of work until the  
15 designated/established quitting time having secured the employers' tools  
16 prior to departure.

17  
18 SECTION 2. The loss of clothes or other wearing apparel  
19 suffered by employees on the job, due to acids or other similar unnatural  
20 hazards, will be refunded by the employer; provided, however, the loss  
21 was not caused by negligence on the part of the employee.

22  
23 SECTION 3. Journeymen, intern journeymen, apprentices,  
24 tradesmen or helpers are not permitted to rent or lease their personal  
25 vehicles to the employer.

26  
27 SECTION 4. All tools are to be furnished by the employer.  
28 Workers shall be responsible for employer's tools and equipment when  
29 the employer furnishes a toolbox, with proper lock, or some other safe  
30 place for storage of such tools and equipment. Workers shall sign receipt  
31 for hard hats, channel locks, crescent wrenches, pocket levels and six-foot  
32 rules. Appropriate adjustment at established market value, to employee's  
33 final wages may be made to compensate the employer for items missing  
34 for which employee signed receipt. All provisions of the wage & fringe  
35 addendum shall be applicable.

36  
37 SECTION 5. A journeyman, intern journeyman, apprentice,  
38 tradesman or helper shall not remain around the shop or job later than  
39 fifteen (15) minutes after quitting time or arrive at shop or job earlier than  
40 fifteen (15) minutes before beginning time, except for special meetings  
41 and training courses.

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

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

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

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

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

ARTICLE TWELVE

*Intern Journeymen, Apprentices, Helpers, Pipe Tradesmen*

SECTION 1. In no case shall an apprentice be allowed on a job without a journeyman or be set up as a journeyman, with the exception that apprentices will be allowed to perform work under the mentorship of a journeyman.

SECTION 2(a). A Union apprentice shall work as an intern journeyman the fifth year and upon completing the full five (5) year minimum apprenticeship program and meeting the requirements of the Joint Apprenticeship and Training Trustee, shall be classified as a journeyman and shall be entitled to receive the regular wages for such journeyman.

(b). Each employer is required to pay apprentices under its employ for time spent attending the apprentice day school. It is expressly agreed that such costs are a required part of the training costs

1 and shall be job costs for all federal, state, and private work. JATT shall  
2 provide apprentices' attendance records on website.

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

8  
9 SECTION 4. There shall be a journeyman's helper. Helpers  
10 may do anything they are capable of doing under the supervision of a  
11 journeyman. Helpers are not required to advance to the apprenticeship  
12 program.

13  
14 SECTION 5. Helpers will not be permitted on a job if a  
15 journeyman is not present. Work under the helper classification will be  
16 closely coordinated with the Joint Apprenticeship and Training Trust in  
17 order to not interfere with established apprenticeship programs.

18  
19 SECTION 6. Ratios: All labor classification ratios are eliminated.

20  
21 SECTION 7. Unless otherwise stipulated, all Sections of the  
22 regular Collective Bargaining Agreement will apply to the helper category,  
23 except no pension, defined contribution or Bldg. Trades/Organization  
24 Fund contributions shall be made.

## 25 26 ARTICLE THIRTEEN

### 27 28 *Miscellaneous Contract Terms*

29  
30 SECTION 1. When working or installing any work within the  
31 jurisdiction covered by Local Union No. 72, if employees with permanent  
32 residence within the jurisdiction hereto are available, any employer  
33 hereunder shall employ no more than one (1) journeyman whose  
34 permanent residence is outside the jurisdiction covered by Local Union  
35 No. 72.

36  
37 SECTION 2. The employer and all employees, covered by the  
38 terms of this Agreement, do hereby mutually agree, and said employer  
39 and all employees separately and severally voluntarily elect to be bound  
40 by the provisions of the Workers' Compensation Law. The Union shall not  
41 furnish an employee to any employer who does not carry Workers'

1 Compensation Insurance. All employers shall furnish the Union with  
2 evidence of such insurance being procured.

3  
4 SECTION 3. Authorized representatives of the Union shall have  
5 reasonable access to jobs where employees covered by this Agreement  
6 are employed, provided they do not unnecessarily interfere with the  
7 employees or cause them to neglect their work, and further, provided such  
8 Union representative complies with customer rules.

9  
10 SECTION 4. A steward shall be a working journeyman  
11 appointed by the Business Manager of the Union who shall, in addition to  
12 work as a journeyman, be permitted to perform, during working hours,  
13 such union duties as cannot be performed at other times. The Union  
14 agrees that such duties shall be performed as expeditiously as possible  
15 and the employer agrees to allow the steward a reasonable amount of  
16 time for the performance of such duties. It is understood and agreed that  
17 the steward's duties shall not include any matter relating to the referral,  
18 hiring or termination of applicants or employees. In the event of any  
19 violation of this Section by either party, the violating party is subject to  
20 appear before the Joint Conference Committee. The steward is subject to  
21 the provisions of Article Four, Section 2. The steward shall report to the  
22 foreman upon leaving assigned work to perform Union duties.

23  
24 SECTION 5. It shall not be a violation of this Agreement or of  
25 the no-strike clause if members of the United Association refuse to cross a  
26 legal picket line, and one established in accordance with the rules of the  
27 Building and Construction Trades Department.

## 28 29 ARTICLE FOURTEEN

### 30 31 *Joint Conference Committee*

32  
33 SECTION 1. There shall be a Joint Conference Committee  
34 whose purpose is:

35 (a). To take under advisement and study any of the  
36 terms and conditions of this Agreement requiring interpretation,  
37 modification or clarification;

38 (b). To review complaints arising through any violation  
39 or breach of this Agreement;

40 (c). To consider any other questions or suggestions  
41 that may prove beneficial to the industry as a whole;

1 (d). And, to act as a Joint Negotiating Committee.

2  
3 SECTION 2. The Committee shall consist of ten (10) persons.  
4 Five (5) shall be selected by the employer from legitimate plumbing,  
5 heating and piping contractors complying with this Agreement, and five (5)  
6 shall be selected by the Union.

7 (a) The Committee shall meet at least quarterly of  
8 each year.

9  
10 SECTION 3. The Committee may adopt such policies and  
11 procedures, as it deems necessary to conduct and carry out its business  
12 in an orderly manner.

13  
14 SECTION 4 Arbitration Clause.

- 15  
16 1. Either party desiring to change or terminate this Agreement must  
17 provide written notification at least one hundred twenty (120) days prior  
18 to the expiration date of the Agreement or any anniversary date  
19 occurring thereafter.
- 20 2. The existing provisions of this Agreement, including this Article, shall  
21 remain in full force and effect until a conclusion is reached in the matter  
22 of proposed changes.
- 23 3. If by the expiration date of this Agreement, the parties have not  
24 reached a new agreement, either party may request that the parties  
25 participate in mediation for the purpose of attempting to mediate a  
26 resolution to the issues in dispute; the mediator selected shall have no  
27 authority to compel either party to agree to any proposed resolution.  
28 Such mediation process must be invoked within five (5) working days of  
29 the expiration date; if the process is not invoked within that time, the  
30 parties will proceed immediately to the arbitration procedure set forth  
31 below.
- 32 a. The parties agree that the mediator will be C. Richard Barnes (of  
33 C. Richard Barnes and Associates, LLC, P.O. Box 490243,  
34 Lawrenceville, GA 30049), provided that he is available to  
35 conduct the mediation within forty-five (45) calendar days of the  
36 invocation of the mediation process; if he is not available within  
37 that time frame, the parties will proceed directly to arbitration as  
38 described below.
- 39 b. Only the issues not previously resolved on a tentative basis will  
40 be addressed by the parties and the mediator.
- 41 c. Mediation will take place over no more than two (2) days and

1 each day shall consist of a minimum of eight hours each, which  
2 shall be consecutive. Each of the parties shall bear its own  
3 expenses in connection with the mediation, but the fees and  
4 expenses of the mediator will be paid equally by the parties.

- 5 d. Prior to the conclusion of the two (2) days, the mediator will  
6 propose a recommended settlement to the parties.
- 7 e. The parties' representatives will vote on the mediator's proposal.  
8 The mediator's proposal will complete and conclude the new  
9 Agreement if the proposal is approved by majority vote of each  
10 party's representatives. If it is not so approved, the parties will  
11 proceed immediately to the arbitration procedure set forth below.  
12 In the absence of members of either committee, the chairman of  
13 that committee will cast the votes of the absent members.

- 14 4. If the mediation process is not invoked, or does not result in a  
15 settlement of the unresolved issues, the parties will submit all  
16 unresolved changes for final and binding resolution and determination  
17 by arbitration as follows, within five (5) working days of the expiration  
18 date or of the end of the mediation process, whichever is applicable:  
19 The party desiring arbitration shall give written notice to the other party  
20 and make a written application to the American Arbitration Association  
21 (AAA) (at 2200 Century Parkway, Suite 300 Atlanta, GA or  
22 [BeyeaL@adr.org](mailto:BeyeaL@adr.org)) to submit to the Union and the Employer the names  
23 and addresses of seven (7) persons, all of whom are labor arbitrators  
24 and members of the National Academy of Arbitrators, and all of whom  
25 have business addresses in the Southeastern United States (defined  
26 as the states of Georgia, Alabama, Mississippi, Florida, Tennessee,  
27 North Carolina, and South Carolina) as prospective arbitrators. Within  
28 ten (10) business days after receipt of such names, the Union and the  
29 Employer shall then choose an arbitrator by the rules of AAA then in  
30 effect and he/she shall be the arbitrator chosen by the parties,  
31 empowered to hold a hearing, to arbitrate the resolution of all  
32 unresolved changes, and to render a final and binding written award  
33 with respect to all unresolved changes, including the substance of any  
34 such changes. Each of the parties shall bear its own expenses in  
35 connection with the arbitration, but the fees and expenses of the  
36 arbitrator will be paid equally by the parties.
- 37 5. When unresolved changes have been submitted to the arbitrator, it  
38 shall be the responsibility of both parties to continue to meet weekly in  
39 an effort to reach settlement prior to the arbitration hearing.
- 40 6. Utilizing the procedure set forth in ¶7 below, each party shall submit to  
41 the arbitrator its final offer for a new Agreement (including in such final



1 offer all agreements concerning issues that have previously been  
2 settled tentatively by the parties, which issues shall remain resolved  
3 on that tentative basis—the arbitrator shall have no power to modify  
4 such tentative agreements). The arbitrator's jurisdiction shall be limited  
5 to selection of one party's final offer as the new Agreement.

6 7. The procedure for the arbitration shall be as follows:

7 a. Each party is to submit its positions and proposals on the issues  
8 the parties have agreed remain unresolved in writing to the  
9 arbitrator at least two (2) weeks prior to the agreed hearing date  
10 so that the arbitrator can review them ahead of time.

11 i. To facilitate the arbitrator's exchange of the submissions, each  
12 party's must provide the arbitrator with at least two (2) written  
13 copies of its submission or provide its submission in electronic  
14 form (as a PDF).

15 ii. Each party's submission should contain documentation and/or  
16 commentary supporting the positions and proposals set forth  
17 in its final offer.

18 iii. Each party's written submission should contain anything about  
19 the bargaining history of the parties' negotiations that the party  
20 believes the arbitrator should know.

21 b. The arbitrator will exchange the parties' submissions by sending  
22 a copy to the opposing party after the arbitrator has received  
23 both of them. Upon exchange of the parties' initial submissions  
24 by the arbitrator, each party shall have one (1) week to submit  
25 information in response to the other party's submission; any  
26 such additional information submitted by either party shall also  
27 be sent immediately by the arbitrator to the opposing party. After  
28 such initial submissions and responses no additional information  
29 may be submitted to the arbitrator by either party prior to, or at,  
30 the hearing.

31 c. At the hearing, each party should come prepared to:

32 i. discuss its proposals; and

33 ii. answer any questions that the arbitrator or the other party has  
34 about its proposals.

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

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

1  
2 SECTION 5. No employer or employee from a shop or job  
3 where dispute arises shall sit on the Joint Conference Committee.  
4

5 SECTION 6. The propriety of a retirement made pursuant to the  
6 Atlanta Plumbers and Pipe Fitters Retirement Trust and Plan shall not be  
7 subject to arbitration.  
8

9 ARTICLE FIFTEEN

10  
11 *General*

12  
13 SECTION 1. This Agreement shall automatically be renewed  
14 from year to year, unless the Association or the Union shall furnish notice  
15 in writing to the other that a change or changes are desired which must be  
16 stated in writing and furnished to the other one hundred twenty (120) days  
17 prior to the expiration of this Contract and, during one hundred twenty  
18 (120) days, work shall not stop and wages shall not be changed. In the  
19 event such changes are not agreed upon prior to June 1, of such  
20 applicable year, through the process of collective bargaining, then such  
21 proposed changes not agreed upon, shall be determined before July 31,  
22 next, by the Joint Conference Committee in accordance with the  
23 procedure and all the terms and conditions set out in Article Fourteen  
24 above, and the Contract as thus amended, extended.  
25

26 SECTION 2. This Agreement comprises the entire Agreement  
27 between the parties and no oral agreement can vary or alter the terms of  
28 this Agreement. This Agreement shall be subject to change or  
29 supplement at any time by mutual consent of the parties hereto. Any such  
30 change or supplement agreed upon shall be reduced to writing and signed  
31 by both parties hereto.  
32

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

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SECTION 4. This Agreement shall be in effect from midnight, August 1, 2021, until midnight of August 1, 2024, or as the same if thereafter renewed or extended from year to year by action of the parties or in accordance with Section 1 above of this Article.

1 The Service Supplement to the Collective Bargaining Agreement

2  
3 ARTICLE ONE

4  
5 *Recognition and Purpose*

6  
7 SECTION 1. Where this Agreement is silent, the conditions of  
8 the Basic Agreement shall govern.

9  
10 ARTICLE TWO

11  
12 *Trade or Work Jurisdiction*

13  
14 SECTION 1. This Agreement covers the rates of pay, rules and  
15 working conditions of all mechanical service journeymen, intern  
16 journeymen, apprentices and tradesmen engaged in the servicing of all  
17 plumbing and/or pipe fitting systems and component parts thereof, and  
18 such other service work as is included in the trade jurisdiction of the  
19 United Association. It is understood that service employees will be limited  
20 to start-up and service of any new installation.

21  
22 SECTION 2. Mechanical service journeymen may install one (1)  
23 unit of ten (10) tons or less, but only on jobs of no more than one (1) unit.

24  
25 SECTION 3. Controls for automatic control for building HVAC  
26 systems, including electronic and digital controls, computer monitoring,  
27 hook-up, installation, including low voltage wiring, to be specified under  
28 the jurisdiction of mechanical service where applicable to service and  
29 retrofit, but not conflicting with construction agreement.

30  
31 ARTICLE THREE

32  
33 *Area Jurisdiction and General*

34  
35 SECTION 1. The area covered by this Agreement shall be the  
36 entire state of Georgia except the following counties: Bryan, Chandler,  
37 Chatham, Effingham, Evans, Liberty, Long, Montgomery, Screven,  
38 Tattnall, Toombs, Treutlen and Wheeler. The area covered by this  
39 Agreement includes the South Carolina counties of Aiken, Barnwell,  
40 Edgefield and McCormick.

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## ARTICLE FOUR

### *Hiring of Employees*

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

## ARTICLE FIVE

### *Union and Employer Responsibilities*

SECTION 1. Specific Joint Conference Committee forms may be signed to allow:

- A. Employee leaving employer within twelve months receiving specialized training at employer's expense agrees to reimburse employer for employer paid tuition expenses.
- B. Acknowledging understanding that software and/or printed matter, the exclusive property of the employer, is not to be duplicated or removed upon employee's separation from employer.
- C. Acknowledging awareness of all restrictions against deliberate venting of CFC's.

Copies of form(s) appear on last page of this Supplement.

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

- A. It is expected that Journeymen are to continue to get general training on their own such as safety courses, such considered as general training and will not comply for technical training.
- B. Establish a labor-management committee to establish curricula.
  - i. Contractors to encourage vendors to provide training
  - ii. Need a minimum of a half dozen classes
  - iii. Courses to be taught at the JATT
    - a. Training can be attained through on-line classes provided by the JATT



1 ARTICLE EIGHT

2  
3 *Hours and Overtime*

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

13  
14 SECTION 2. If an employee is requested to be on standby other  
15 than regularly scheduled work time, the employee shall receive one (1)  
16 hour's pay at the prevailing rate for each day or part thereof on standby in  
17 addition to any hours worked. Standby pay for weekends and holidays  
18 shall be two (2) hours per day. Any hours worked will be paid at the  
19 appropriate rate.

20  
21 SECTION 3. Service Overtime. Time and one-half (1½) shall  
22 be paid to service employees for service work done in excess of eight (8)  
23 hours per day (except when four (4) ten (10) hour days are selected as a  
24 workweek). An individual working any combination of regular time and  
25 overtime for a total of sixteen (16) hours shall remain on overtime until  
26 they have had six (6) hours off. It is agreed that any start up of new  
27 construction and any changes in the piping system, within the one (1) year  
28 warranty, shall be according to the construction agreement, with regard to  
29 overtime. Should a service employee be the working partner of an  
30 employee normally working under the construction agreement and  
31 performing work falling under the conditions of the construction agreement  
32 the overtime provisions of the construction agreement will prevail.  
33 Saturday and Sunday shall be overtime and double time shall be paid for  
34 work performed on holidays.

35  
36 SECTION 4. Any combination of travel time and the normal  
37 work day in excess of ten (10) hours shall be paid at time and one half  
38 (1½), except when a ten (10) hour four (4) day work week is elected, in  
39 such event, any combination of travel time and the normal work day in  
40 excess of twelve (12) hours shall be paid at time and one half (1½). Any  
41 hours worked shall be paid at the appropriate rate.

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## ARTICLE NINE

### *Working Conditions*

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

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

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

Reasonable commuting time shall be that time required for the employee to travel to and from job assignments within a fifty (50) mile radius of established residence (normally the employer's local office or a designated point to which the employee is permanently assigned).

(b). Mechanical equipment service employees, while living away from home, shall be given travel expenses before leaving



1 town. Out of town travel and living expenses will comply with IRS  
2 requirements.

3  
4 SECTION 4. At no time will it be required for mechanical  
5 equipment service employees to pay for parts or materials from personal  
6 funds, except under emergency conditions. Company vehicle expenses  
7 shall not be paid from personal funds, except under emergency  
8 conditions.

9  
10 SECTION 5. If the nature of the contractor's business requires  
11 the contractor to run a criminal and/or a background check on employees,  
12 the contractor may do so. The information obtained on such checks shall  
13 be securely kept in the contractor's office and available for viewing on the  
14 contractor's premises by clients of the contractor, only if agreed to by the  
15 employee. Only pass/fail information may be transmitted to any third party  
16 unless the employee agrees otherwise.

## 17 18 ARTICLE TEN

### 19 20 *Uniforms and Apparel*

21  
22 SECTION 1. If the service employee volunteers to wear  
23 uniforms, the service employer will pay ½ the cost and the service  
24 employee will pay ½ the cost of uniform and the employee's share to be  
25 deducted from wages. Uniforms are to be turned in upon termination of  
26 employment or to obtain replacement uniforms. If wearing of uniforms is  
27 compulsory, the employer shall bear all cost.

## 28 29 ARTICLE ELEVEN

### 30 31 *Working Rules*

32  
33 SECTION 1. In case of emergency, necessary arrangements  
34 may be made between employer and employee for transportation.

35  
36 SECTION 2. The determination of who drives a service truck is  
37 the sole prerogative of the service employer.

38  
39 SECTION 3. All service journeymen must comply with the City  
40 and County laws governing plumbing and heating in the area where the  
41 work is being done.

1  
2 ARTICLE TWELVE

3  
4 Wages

5  
6 SECTION 1: Wages and Fringes are shown for all classifications on  
7 an addendum to the CBA.

8  
9 SECTION 2. Apprentices shall work as intern journeymen for  
10 the fifth year.

11  
12 SECTION 3. Apprentices

13  
14 The Apprentice wage scales & fringes shall be that of the basic agreement  
15 (See Article 7, Section 3).

16  
17 SECTION 4. Mechanical Equipment Serviceman (MES)  
18 journeyman wage shall be calculated at 80% of journeyman rate (to the  
19 nearest nickel).

20  
21 The Defined Contribution is not paid on the MES.

22  
23 SECTION 5(a). Class "A" Mechanical Equipment Tradesman  
24 (MET) wage shall be calculated at 65% of journeyman rate (to the nearest  
25 nickel).

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

29 (c). Fringes on the Class A & Class B Mechanical  
30 Equipment Tradesmen are the same as the fringes for the 2<sup>nd</sup> through 5<sup>th</sup>  
31 year apprentices.

32  
33  
34 ARTICLE THIRTEEN

35  
36 *Trust Funds*

37  
38 SECTION 1. In addition to all other compensation required by  
39 the terms of this Agreement, the individual Employer hereby accepts, and  
40 agrees to be bound by the Fund agreements as established and jointly  
41 administered in accordance with the collective bargaining agreement,

1 applicable provisions of the Labor-Management Relations Act and other  
2 Federal and State laws.

3  
4 ARTICLE FOURTEEN

5  
6 *Journeyman, Intern Journeyman, Apprentices, Tradesmen*

7  
8 SECTION 1. Mechanical Service Journeyman - Heating,  
9 Refrigeration and/or Air Conditioning.

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

22  
23 SECTION 2. Mechanical Equipment Serviceman (MES)  
24 journeyman must have practical working experience in the residential and  
25 commercial mechanical equipment field. Their scope of work shall include  
26 all work necessary to keep existing residential and unitary systems  
27 operating in an efficient manner. For the purpose of further developing  
28 their technical skills, Servicemen may assist Journeymen in the repair of  
29 centrifugal and absorption machines, screw chillers and ammonia  
30 systems.

31 Servicemen may attain Journeyman status with  
32 sufficient training and work experience.

33  
34 SECTION 3. Mechanical Service Apprentice - Heating,  
35 Refrigeration and/or Air Conditioning.

36 A service apprentice shall mean a person who is  
37 engaged in learning and assisting in the trade of servicing all types of  
38 mechanical equipment under the apprenticeship program, and who does  
39 not qualify as a journeyman. No service apprentice shall be allowed to  
40 work during apprentice school hours. The scope of work shall not include

1 any type of new construction, installation of piping, except start up, test,  
2 adjust and balance.

3  
4 SECTION 4. Mechanical Service Journeyman - Plumbing. A  
5 service journeyman shall mean a mechanic who has been actively  
6 engaged in learning and working at the trade of servicing, repairing and/or  
7 replacing any part of the plumbing system for a period of five (5) years or  
8 more and who has proven ability to perform requisite service plumbing  
9 work, and has satisfactorily passed the same examinations as required of  
10 the service journeyman, but this scope of work shall not include any type  
11 of new construction. Replacing of a single fixture where it cannot be  
12 repaired, will come under the jurisdiction of the Mechanical Service  
13 Journeyman - Plumbing.

14  
15 SECTION 5. Mechanical Service Apprentice - Plumbing. A  
16 service apprentice shall mean a person who is engaged in learning and  
17 assisting in the trade of servicing, repairing and/or replacing any part of  
18 the plumbing system under the apprenticeship program and who does not  
19 qualify as a journeyman. No service apprentice shall be allowed to work  
20 during apprentice school hours. The scope of work shall not include any  
21 type of new construction. Replacing of a single fixture, where it cannot be  
22 repaired, will come under the jurisdiction of the Mechanical Equipment  
23 Service Apprentice - Plumbing.

24  
25 SECTION 6. One service apprentice may be employed in each  
26 shop where a service journeyman is regularly employed.

27  
28 SECTION 7. Service apprentices shall serve a training period of  
29 five (5) years and shall be identified, by title, and by the semester or year  
30 in which they are serving, that is First Year Apprentice through Fifth Year  
31 Apprentice.

32  
33 SECTION 8. The Joint Apprenticeship and Training Trust shall  
34 establish the heating and refrigeration courses for the apprenticeship  
35 training program, but the First Year Apprentice shall be required to  
36 successfully complete a course in Refrigeration Theory and whatever  
37 other training is established by the JATT.

38  
39 SECTION 9. For the purpose of classification, the service  
40 employer and the business agent will recommend whether a new service  
41 employee is qualified for entrance as a service journeyman or at what

1 point in the service apprentice program the new service employee shall  
2 start employment. This decision will be based upon their opinion of the  
3 new service employee's experience and ability and physical fitness, as  
4 determined by interview, investigation or references and a trial working  
5 period.

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

13  
14 SECTION 10. All duly qualified service apprentices shall be  
15 under the supervision and control of the JATT. The JATT shall formulate  
16 and make operative such rules and regulations as it deems necessary and  
17 which do not conflict with the specific terms of this Agreement to govern  
18 eligibility, registration, education, transfer, wages, hours, working  
19 conditions of duly qualified service apprentices and the operation of the  
20 adequate service apprentice system to meet the needs and requirements  
21 of the trade. Said rules and regulations when formulated and adopted by  
22 the parties hereto shall be recognized as a part of this Agreement and are  
23 to be followed by the Business Agent in assigning apprentices.

24  
25 SECTION 11. A source of new employees shall be the area  
26 technical schools whose students shall be given credit toward apprentice  
27 qualification for the school training.

28  
29 SECTION 12. Mechanical equipment tradesmen must be  
30 qualified to perform and shall be allowed to perform the work listed below:

31 Class "A" Tradesmen - All routine maintenance inspections  
32 regardless of size or location of the mechanical equipment system being  
33 inspected or maintained, where this work is done as a periodic routine  
34 service, inspection and maintenance procedure by the employer.

35 Class "B" Tradesmen -

- 36 (1). Filter changing and maintenance thereof.
- 37 (2). Oil and greasing.
- 38 (3). Belt adjusting or replacement.
- 39 (4). Tower and coil cleaning and water treatment.
- 40 (5). General housekeeping.

- 1 (6). Delivery and truck driving of parts or equipment
- 2 truck.
- 3 (7). System monitoring under contract with
- 4 customer.
- 5 (8). Sewer cleaning equipment.

6  
7 ARTICLE FIFTEEN

8  
9 *General Provisions*

10  
11 SECTION 1. Emergency service will be provided when  
12 necessary to prevent loss of life, property or health, upon authorization by  
13 the Business Manager or designee. Service may be provided when  
14 deemed in the best interest of the Union and the employer.

15  
16 SECTION 2. Should employees be required to report to shop at  
17 work time, time will commence and continue until a required return to shop  
18 at the end of the day.

19  
20 ARTICLE SIXTEEN

21  
22 *Settlement of Disputes*

23  
24 SECTION 1. All disputes arising between the parties shall be  
25 referred to the Joint Conference Committee. The committee shall consist  
26 of ten (10) persons, five (5) selected by the Association from legitimate  
27 contractors complying with the Agreement and five (5) journeymen  
28 selected from Local Union No. 72. The committee will include one (1)  
29 service employer member that employs service journeymen and one (1)  
30 journeyman shall be a service journeyman.

31  
32 SECTION 2. Any applicant for employment or any service  
33 employee covered by this Agreement seeking continuance of  
34 employment, who feels illegally discriminated against in referral or  
35 discharge, either by the Union or by the employer, or both, must within five  
36 (5) days file all grounds of the grievance in writing with the Joint  
37 Conference Committee.

1 ARTICLE SEVENTEEN

2  
3 *General*

4  
5 SECTION 1. A labor-management study committee to  
6 specifically review issues associated with service technicians will be  
7 established.  
8

1 Form LMJC-1.

2

3 Recognizing the Employer's, \_\_\_\_\_, investment  
4 by my attending outside classes at/in  
5 \_\_\_\_\_, I agree to remain in the above  
6 named company's employment, at a rate no less than I am currently being  
7 paid, for a period of one year, unless discharged, or I agree to reimburse  
8 \_\_\_\_\_ for their tuition costs.

9

10 Signed: \_\_\_\_\_

11

12 Date: \_\_\_\_\_

13

14 -----

15 Form LMJC-2.

16

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

21

22

23 Signed: \_\_\_\_\_

24

25 Date: \_\_\_\_\_

26

27

28 -----

29 Form LMJC-3.

30

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

33

34

35 Signed: \_\_\_\_\_

36

37 Date: \_\_\_\_\_

38

39

40



1 The Special Supplement to the Collective Bargaining Agreement

2  
3 ARTICLE ONE

4  
5 *Scope of Work*

6  
7 SECTION 1. The following types of work may be performed  
8 under this Agreement.

9 (a). Commercial and institutional projects 250,000  
10 square feet and under, except work for a pre-determined Davis-Bacon  
11 rate.

12 (b). Such other work, except industrial, by the mutual  
13 consent of both parties.

14  
15 SECTION 2. Where this Agreement is silent, the conditions of  
16 the Basic Agreement shall govern.

17  
18 ARTICLE TWO

19  
20 *Jurisdiction*

21  
22 SECTION 1. The area covered by this Agreement is the  
23 geographical area recognized to be within the jurisdiction of the Union  
24 bounded as follows: the Counties of Banks, Barrow, Bartow, Butts,  
25 Carroll, Chattooga, Cherokee, Clarke, Clayton, Cobb, Coweta, Dawson,  
26 DeKalb, Douglas, Elbert, Fannin, Fayette, Floyd, Forsyth, Franklin, Fulton,  
27 Gilmer, Gordon, Greene, Gwinnett, Habersham, Hall, Hancock, Haralson,  
28 Hart, Heard, Henry, Jackson, Jasper, Lamar, Lumpkin, Madison, Monroe,  
29 Morgan, Murray, Newton, Oconee, Oglethorpe, Paulding, Pickens, Pike,  
30 Polk, Putnam, Rabun, Rockdale, Spalding, Stephens, Towns, Union,  
31 Walton and White. In addition to the above counties, jurisdiction includes  
32 portions of Troup County north of the southerly city limits of LaGrange and  
33 portions of Meriwether County north of the southerly city limits of City of  
34 Greenville.

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## ARTICLE THREE

### *Disputes*

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

## ARTICLE FOUR

### *Helpers*

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

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

## ARTICLE FIVE

### *Union and Employer Rights and Responsibilities*

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

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

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

4  
5 SECTION 3. The Union reserves the right to discipline its  
6 members for violation of its laws, rules and agreements.

7  
8 ARTICLE SIX

9  
10 *Hiring of Employees*

11  
12 SECTION 1. Standards for qualified journeymen are  
13 understood to be journeymen plumbers, pipe fitters and/or refrigeration  
14 fitters who hold a license in the State, County or City in which they work or  
15 in lieu of the above, successfully passes an examination given by the  
16 Union consisting of written or oral and/or practical examination. It is  
17 agreed that the Examination Board shall have experience in the  
18 classification of work covered under this Agreement. The Examination  
19 Board will be appointed by the Business Manager.

20  
21 SECTION 2. Helpers shall be hired in accordance with the  
22 provisions of the Agreement between the parties, and the referral slips  
23 shall indicate proper classification.

24  
25 ARTICLE SEVEN

26  
27 *Hours, Wage Payments*

28  
29 SECTION 1. All work performed on Saturday shall be at one  
30 and one-half (1½) times the regular straight time rate of pay except when  
31 weather conditions would not permit work to be performed on a regular  
32 week day, in the event a four (4) day, ten (10) hour day work week is  
33 elected, either Friday or Saturday may be used as a make-up day,  
34 Saturday being permitted when conditions beyond the employer's control  
35 preclude Friday being worked, or the work week commencing later than  
36 Monday. The employee may work on Saturday at the straight time rate,  
37 but cannot be transferred from a weathered out job to another job for the  
38 purpose of make-up time.

39  
40 SECTION 2. All work performed outside of the regularly  
41 scheduled working hours, as indicated above, and holidays shall be paid

1 for at time and one-half (1½) the regular rate of pay. An individual working  
2 any combination of regular time and overtime for a total of sixteen (16)  
3 hours shall remain on overtime until they have had six (6) hours off.

4  
5 SECTION 3. No work shall be performed on Labor Day except  
6 in case of emergency and then only after permission is granted by the  
7 Business Manager, or designee, of the Union.

8  
9 SECTION 4. Wages and Fringes are shown for all  
10 classifications on an addendum to the CBA.

11  
12 Wages for the Special Agreement will be based on 84% of the basic wage  
13 per 1995 IRC decision. Exception to the basic agreement: there is no  
14 crew foreman classification.

15  
16 SECTION 5. The special helper wage & fringes shall be that of  
17 the basic agreement.

18  
19 ARTICLE EIGHT

20  
21 *Trust Funds*

22  
23 SECTION 1. In addition to all other compensation required by  
24 the terms of this Agreement, the individual Employer hereby accepts, and  
25 agrees to be bound by the Fund agreements as established and jointly  
26 administered in accordance with the Collective Bargaining Agreement,  
27 applicable provisions of the Labor-Management Relations Act and other  
28 Federal and State laws.

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## ARTICLE NINE

### *Supervision*

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

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

SECTION 3. No employer shall enter into any private agreement for the use of any equipment, vehicle or otherwise belonging to the employee, nor shall the employer bargain with said employee relative to hours, conditions, wage rates, bonuses or any other profit sharing agreement not specified in the terms of this Agreement.

## ARTICLE TEN

### *Lawn Sprinkler Contractors*

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

1 The Albany Supplement to the Collective Bargaining Agreement

2  
3 ARTICLE ONE

4  
5 *Recognition and Purpose*

6  
7 SECTION 1. This Agreement is a supplement to the Basic  
8 Collective Bargaining Agreement as negotiated by Plumbers and Pipe  
9 Fitters Local Union No. 72 and the Mechanical Contractors Association of  
10 Georgia. Where this Agreement is silent, the conditions of the Basic  
11 Agreement shall govern.

12  
13 ARTICLE TWO

14  
15 *Jurisdiction*

16  
17 SECTION 1. The area covered by this Agreement is the  
18 geographical area recognized to be within the jurisdiction of the Union  
19 bounded as follows: The Counties of Atkinson, Baker, Ben Hill, Berrien,  
20 Brooks, Calhoun, Coffee, Colquitt, Cook, Crisp, Decatur, Dougherty,  
21 Early, Grady, Irwin, Lanier, Lee, Lowndes, Miller, Mitchell, Randolph,  
22 Seminole, Terrell, Thomas, Tift, Turner and Worth.

23  
24 ARTICLE THREE

25  
26 *Wages and Fringes*

27  
28 SECTION 1. Wages and Fringes are shown for all  
29 classifications on an addendum to the CBA.

30  
31 SECTION 2. The Albany apprentice wage scales & fringes shall  
32 be that of the Basic Agreement.

33  
34 SECTION 3. The helper wage & fringes shall be that of the  
35 Basic Agreement.

36  
37 SECTION 4 (a). Class "A" Pipe Tradesman wage shall be  
38 calculated at 65% of journeyman rate (to the nearest nickel).

39  
40 (b). Class "B" Pipe Tradesman wage shall be  
41 calculated at 45% of journeyman rate (to the nearest nickel).

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SECTION 5. Provisional Journeyman classification paid 80% of journeyman rate. (Rounded to the nearest nickel)

ARTICLE FOUR

Overtime

SECTION 1. All overtime shall be paid at one and one half (1½) times the straight time rate.

ARTICLE FIVE

Breaks

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

1 The Macon Supplement to the Collective Bargaining Agreement

2  
3 ARTICLE ONE

4  
5 *Recognition and Purpose*

6  
7 SECTION 1. This Agreement is a supplement to the Basic  
8 Collective Bargaining Agreement as negotiated by Plumbers and Pipe  
9 Fitters Local Union No. 72 and the Mechanical Contractors Association of  
10 Georgia. Where this Agreement is silent, the conditions of the Basic  
11 Agreement shall govern.

12  
13 ARTICLE TWO

14  
15 *Jurisdiction*

16  
17 SECTION 1. The area covered by this Agreement is the  
18 geographical area recognized to be within the jurisdiction of the Union  
19 bounded as follows: The Counties of Baldwin, Bibb, Bleckley, Crawford,  
20 Dodge, Dooley, Houston, Johnson, Jones, Laurens, Macon, Peach,  
21 Pulaski, Sumter, Taylor, Telfair, Twiggs, Upson, Washington, Wilcox and  
22 Wilkerson.

23  
24 ARTICLE THREE

25  
26 *Wages and Fringes*

27  
28 SECTION 1. Wages and Fringes are shown for all  
29 classifications on an addendum to the CBA.

30  
31 SECTION 2. The Macon apprentice wage scales & fringes shall  
32 be that of the Basic Agreement.

33  
34 SECTION 3. The helper wage & fringes shall be that of the  
35 Basic Agreement.

36  
37 SECTION 4 (a). Class "A" Pipe Tradesman wage shall be  
38 calculated at 65% of journeyman rate (to the nearest nickel).

39  
40 (b). Class "B" Pipe Tradesman wage shall be  
41 calculated at 45% of journeyman rate (to the nearest nickel).



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SECTION 5. Provisional Journeyman classification paid 80% of journeyman rate. (Rounded to the nearest nickel)

ARTICLE FOUR

*Overtime*

SECTION 1. All overtime shall be paid at one and one half (1½) times the straight time rate.

# UA Standard for Excellence

## MEMBER AND LOCAL UNION RESPONSIBILITIES:

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

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

## EMPLOYER AND MANAGEMENT RESPONSIBILITIES:

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

- Replace and return to the referral hall ineffective superintendents, general foremen, foremen, journey workers and apprentices.
- Provide worker recognition for a job well done.
- Ensure that all necessary tools and equipment are readily available to employees
- Minimize workers' downtime by ensuring blueprints, specifications, job layout instructions and material are readily available in a timely manner
- Provide proper storage for contractor and employee tools
- Provide the necessary leadership and problem-solving skills to jobsite supervision
- Ensure jobsite leadership takes the necessary ownership of mistakes created by management decisions
- Encourage employees, but if necessary, be fair and consistent with discipline

- 1 • Create and maintain a safe work environment by providing site specific training, proper  
2 equipment and following occupational health and safety guidelines
- 3 • Promote and support continued education and training for employees while encouraging  
4 career building skills
- 5 • Employ an adequate number of properly trained employees to efficiently perform the work  
6 in a safe manner, while limiting the number of employees to the work at hand, thereby  
7 providing the customer with a key performance indicator of the value of the UA Standard  
8 for Excellence
- 9 • Treat all employees in a respectful and dignified manner, acknowledging their contributions  
10 to a successful project
- 11 • Cooperate and communicate with the job steward

12  
13 **PROBLEM RESOLUTION THROUGH THE UA STANDARD FOR EXCELLENCE**  
14 **POLICY:**

15 Under the UA Standard for Excellence it is understood, that members through the Local  
16 Union, and management through the signatory contactors, have duties and are accountable in  
17 achieving successful resolutions.

18  
19 **MEMBER AND LOCAL UNION RESPONSIBILITIES:**

- 20 • The Local Union and the Steward will work with members to correct and solve problems  
21 related to job performance.
- 22 • Job Stewards shall be provided with steward training and receive specialized training with  
23 regard to the UA Standard for Excellence.
- 24 • Regular meetings will be held where the job steward along with UA Supervision will  
25 communicate with the management team regarding job progress, work schedules, and other  
26 issues affecting work processes.
- 27 • The Job Steward shall communicate with the members about issues affecting work  
28 progress.
- 29 • The Business Manager or his delegate will conduct regularly scheduled meetings to discuss  
30 and resolve issues affecting compliance of the UA Standard for Excellence policy.
- 31 • The Steward and management will attempt to correct such problems with individual  
32 members in the workplace.
- 33 • Individual members not complying with membership responsibility shall be brought before  
34 the Local Union Executive Board, which will address such members' failure to meet their  
35 obligation to the local and the UA, up to and including filing charges. The Local Union's  
36 role is to use all available means to correct the compliance problem.

37  
38 **EMPLOYER AND MANAGEMENT RESPONSIBILITIES:**

- 39 • Regular meetings will be held where the management team and UA Supervision will  
40 communicate with the Job Steward regarding job progress, work schedules, and other issues  
41 affecting the work process.
- 42 • Management will address concerns brought forth by the steward or UA supervision in a  
43 professional and timely manner.
- 44 • A course of action shall be established to allow the job steward and/or UA supervision to  
45 communicate with higher levels of management in the event there is a breakdown with the  
46 responsible manager.

- 1 • In the event that the employee is unwilling or unable to make the necessary changes,  
2 management must make the decision whether the employee is detrimental to the UA  
3 Standard for Excellence platform and make a decision regarding his further employment.  
4

5 **ADDITIONAL JOINTLY SUPPORTED METHODS OF PROBLEM RESOLUTION:**

- 6 • In the event an issue is irresolvable at this level, the Local or the Contractor may call for a  
7 contractually established Labor Management meeting to resolve the issues.
- 8 • Weekly job progress meetings should be conducted with Job Stewards, UA Supervision and  
9 Management.
- 10 • The Local or the Contractor may involve the customer when their input is prudent in  
11 finding a solution.
- 12 • Foremen, General Foremen, Superintendents and other management should be educated  
13 and certified as leaders in the UA Standard for Excellence policy.  
14

1 **IN WITNESS WHEREOF**, the parties acting on behalf of those they represent  
2 have hereunto affixed their hands and seals this \_\_\_\_\_ day of  
3 \_\_\_\_\_, \_\_\_\_\_.

6 FOR THE EMPLOYERS:  
7 MECHANICAL CONTRACTORS  
8 ASSOCIATION OF GEORGIA, INC.

9 \_\_\_\_\_ (Seal)  
10  
11 President/Authorized Agent

13 FOR THE EMPLOYEES:  
14 LOCAL UNION NO. 72. of Atlanta, Georgia of the  
15 United Association of Journeymen and Apprentices of  
16 the Plumbing and Pipe Fitting Industry of the United  
17 States and Canada

18 \_\_\_\_\_ (Seal)  
19  
20 Business Manager/Authorized Agent

22 EMPLOYER (Having terminated the Association's  
23 (MCAG) role as such representative in the manner  
24 specified in this document):  
25

26 \_\_\_\_\_ (Seal)

27  
28  
29  
30  
31 \_\_\_\_\_  
32 Company