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**COLLECTIVE BARGAINING
AGREEMENT**

109 pgs.

Between

**United Association of Journeymen and
Apprentices of the Plumbing and Pipe
Fitting Industry of the United States
and Canada, Local Union No. 72, of
Atlanta, Georgia**

And

**Mechanical Contractors Association
of Georgia, Inc.**

August 1, 2001 - July 31, 2004

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

JOINT CONFERENCE COMMITTEE MEMBERS

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EMPLOYER REPRESENTATIVES

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THIS IS AN AGREEMENT entered into between Mechanical Contractors Association of Georgia, Inc., hereinafter referred to as the "Association", and United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local Union No. 72, of Atlanta, Georgia, hereinafter referred to as the "Union". The Association is contracting as agent for such of its members as are shown on Schedule "A", hereto attached and on behalf of other employers as historical bargaining agent, which other employers are not members of said Association to have so authorized and are shown on Schedule "B", hereto attached. The members of the Association, listed on Schedule "A" and the non-association members listed on Schedule "B" hereto attached, are bargaining collectively and are bound hereto upon the execution by the Association; and the non-association members, whom the Union recognizes as being a contractor within the plumbing and pipe fitting industry, become parties hereto upon their separate execution of this Agreement. The Agreement shall apply to all firms who also sign a Letter of Assent to be bound by the terms of this Agreement.

WITNESSETH:

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

ARTICLE ONE

Recognition and Purpose

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

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

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

ARTICLE TWO

Trade or Work Jurisdiction

SECTION 1(a). This Agreement covers the rates of pay, rules and working conditions of all journeymen, intern journeymen, apprentices and helpers engaged in the installation of all plumbing and/or pipe fitting systems and component parts thereof, including fabrication, assembling, erection, installation, dismantling, handling, unloading, distributing, reloading, tie-on and hoisting of all

pipng materials, appurtenances and equipment, by any method, including all hangers and support of every description, and bath room accessories (except those excluded as set forth in the "Agreement and Decisions Rendered Affecting the Building Industry" - Green Book) and such other work as is included in the trade jurisdiction of the United Association as contained in 1986 U. A. Constitution, pages 160 through 166. It is understood that the assignment of work and the settlement of jurisdictional disputes with other building trades organizations shall be adjusted in accordance with the procedure established by The Plan for Settlement of Jurisdictional Disputes in the Construction Industry, or any successor agency of the Building Trades Department.

(b). As to the rates of pay, rules and working conditions for the servicing of air conditioning, refrigeration, plumbing and similar equipment, this is the subject of a Supplemental Agreement for Plumbing and Mechanical Equipment Service which is made a part of this Collective Bargaining Agreement effective August 1, 2001.

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

SECTION 3. Sanitary sewers from a single building on a piece of property to the property line or septic tank shall be installed by journeymen. Where two or more buildings are built on a single piece of property, sewers from each building to the main or trunk sewer shall be installed by journeymen.

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

All water mains from the property lines shall be

done by journeymen.

All gas lines, and all piping, for power or heating, refrigeration, air conditioning and process piping purposes, either by water, air, steam, gas, oil, chemicals or any other method shall be installed by journeymen. None of the above work is to be done under the metal trades agreement with the Union.

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

ARTICLE THREE

Area Jurisdiction and General

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

and portions of Meriwether County north of the southerly city limits of the City of Greenville. Also, Atkinson, Baker, Ben Hill, Berrien, Brooks, Calhoun, Coffee, Colquitt, Cook, Crisp, Decatur, Dougherty, Early, Grady, Irwin, Lanier, Lee, Lowndes, Miller, Mitchell, Randolph, Seminole, Terrell, Thomas, Tift, Turner and Worth, as indicated in the "A" supplement to this Agreement. Also, Baldwin, Bibb, Bleckley, Crawford, Dodge, Dooley, Houston, Johnson, Jones, Laurens, Macon, Peach, Pulaski, Sumter, Taylor, Telfair, Twiggs, Upson, Washington, Wilcox and Wilkerson, as indicated in the "M" supplement to this Agreement. Also, Chattooga, Cherokee, Floyd, Gilmer, Gordon, Murray, Pickens, Polk and Bartow, north of the Cartersville City Limits, as indicated in the "R" supplement to this Agreement.

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

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

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

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

ARTICLE FOUR

Hiring of Employees

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

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

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

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

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

SECTION 5. The Union will consider and furnish applicants for jobs on a non-discriminatory basis and such decisions shall not be based on, or be in any way affected by race, religion, color, national origin, ancestry, sex, union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of union membership, policies or requirements. Referrals shall contain member's craft and whether journeyman, intern journeyman, apprentice or helper.

SECTION 6. Any applicant for employment or any employee covered by this Agreement seeking continuance of employment, who feels illegally discriminated against in referral or discharge, either by the Union or by the employer, or both, must within five (5) days file all grounds

of the grievance in writing with the Joint Conference Committee. (See Article Fourteen)

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

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

SECTION 8. Employer may call for by letter 50% of employees by name that have been unemployed fifteen (15) calendar days or more and are available for work.

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

SECTION 10. The employer, in notifying the Union of opportunities for employment to refer qualified applicants for such employment, will state the location of the job, the starting time, the approximate duration of the job, the type of work to be performed and the number of employees needed, in order that the Business Manager, as dispatcher, or designee, may comply. The Business

Manager, or designee, shall be notified forty-eight (48) hours before lay-offs involving five (5) or more employees, or less when practical.

SECTION 11. The following procedure shall be used when employees are separated: The employer shall complete a six (6) part Separation Notice Form showing the reason for termination. The employer shall send one (1) copy to the office of the Union, one (1) copy to the office of the Association (MCAG) and, if employee is an apprentice or helper, one (1) copy to the office of the Joint Apprenticeship and Training Trust (JATT). The employer shall give two (2) copies to the employee. One (1) copy shall be retained by the employer.

Before being referred to a new employer, the employee shall give one (1) copy of the Separation Notice to the Union.

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

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

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

of Labor, and in addition, who either:

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

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

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

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

ARTICLE FIVE

Union and Employer Responsibilities

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

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

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

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

SECTION 5. Every effort shall be made by the parties to insure the highest level of productivity and the expeditious performance of the work with the pledge of

"eight hours work for eight hours pay". Workers shall be on the job at the designated starting time and will not leave until the designated quitting time. There shall be one (1) break in the a.m. not to exceed fifteen (15) minutes and one (1) break in the p.m. not to exceed fifteen (15) minutes, both breaks to be taken in place. Leaving job early for failure to take break(s) will not be permitted. Loafing, excessive tardiness and unexcused absenteeism will not be tolerated. If employee must be transported to work station from a designated staging area, it shall be in a covered vehicle.

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

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

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

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

meet completion schedules.

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

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

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

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

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

Area practice, prior agreements and decisions of record shall be taken into account; however, in the event a unanimous agreement is not reached, the contractor who

has responsibility for the performance and installation shall make a specific assignment of the work in accordance with the procedural rules of The Plan for Settlement of Jurisdictional Disputes in the Construction Industry, which shall be binding on all parties for the duration of the job in question.

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

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

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

ARTICLE SIX

Hours of Work, Overtime, Shift Work

SECTION 1. Hours of Work. Any consecutive eight (8) hours between the hours of 6:30 a.m. and 5:30 p.m., Monday through Friday, inclusive, shall constitute a day's work. At the employer's option, the work day may be expanded to accommodate four (4) ten (10) hour days, as the work week, at regular time. The day shift work week shall be forty (40) hours beginning after starting time. The

work week and the second shift and third shift shall be established in paragraphs below of this Article.

SECTION 2. Overtime.

(A). New Construction - Five (5) Eights (8). Double time will be paid after ten (10) hours Monday through Saturday, all Sundays and holidays. A Saturday make-up day at the regular rate of pay may be worked to make-up time lost during the normal work week when time is lost for reasons beyond contractor's control.

(B). Occupied Structure. All overtime performed on remodeling of occupied structures shall be at one and one-half (1 1/2) times the straight time rate, except holidays, as shown in Article Six, Section 3, shall be double time. A Saturday make-up day at the regular rate of pay may be worked to make-up time lost during the normal work week when time is lost for reasons beyond contractor's control.

(C). New Construction - Four (4) Tens (10). If four (4) ten (10) hour days are worked, the first two (2) hours after ten (10) hours shall be worked at time and one-half (1 1/2) times the straight time rate. All other overtime, if four (4) ten (10) hour days are worked, shall be double time. In the event a four (4) day, ten (10) hour day work week is elected, either Friday or Saturday may be used as a make-up day, Saturday being permitted when conditions beyond the employer's control preclude Friday being worked, or the work week commencing later than Monday.

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

(D). Mandatory-Eight Straight-Time Attendance Policy for Scheduled Overtime. A mandatory-eight policy of required straight-time work attendance is established as follows for the purpose of curtailing absenteeism and tardiness and shall not penalize individuals under these circumstances.

It is not intended to make-up straight-time hours missed due to weather interruptions or interruptions due to job-site circumstances, holidays or excused absences that caused the lost time.

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

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

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

SECTION 4. Shifts. Shift work may be performed at the option of the employer, but when performed it must

continue for a period of not less than five (5) consecutive work days. 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. The hourly rates of pay for each classification of labor shall be as follows:

	<u>8/1/01</u>	<u>2/1/02</u>	<u>8/1/02</u>	<u>2/1/03</u>	<u>8/1/03</u>	<u>2/1/04</u>
Jy.	\$24.62	\$24.62	\$25.12	\$25.52	\$26.02	\$26.42
Fm.	\$26.62	\$26.62	\$27.12	\$27.52	\$28.02	\$28.42
G. Fm.	\$27.62	\$27.62	\$28.12	\$28.52	\$29.02	\$29.42
<u>Fringes</u>						
H & W	\$3.63	\$3.63	\$3.88	\$3.88	\$4.13	\$4.13
Pension	1.85	1.85	1.85	1.85	1.85	1.85
Annuity	.50	.50	.50	.75	.75	1.00
Org. Fd.	.15	.15	.15	.15	.15	.15
JATT	.31	.31	.31	.31	.31	.31
ITF	.05	.05	.05	.05	.05	.05
MIC	.15	.15	.15	.15	.15	.15

SECTION 2. Apprentices shall work as intern journeymen for ninth and tenth periods.

SECTION 3. Apprentices.

First	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50
Second	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
<u>Fringes</u>						
H & W	\$3.63	\$3.63	\$3.88	\$3.88	\$4.13	\$4.13
JATT	.31	.31	.31	.31	.31	.31
ITF	.05	.05	.05	.05	.05	.05
MIC	.15	.15	.15	.15	.15	.15

	<u>8/1/01</u>	<u>2/1/02</u>	<u>8/1/02</u>	<u>2/1/03</u>	<u>8/1/03</u>	<u>2/1/04</u>
Third	\$11.50	\$11.50	\$11.50	\$11.50	\$11.50	\$11.50
Fourth	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Fifth	\$12.50	\$12.50	\$12.50	\$12.50	\$12.50	\$12.50
Sixth	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
Seventh	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Eighth	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
Ninth	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
Tenth	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00

Fringes

H & W	\$3.63	\$3.63	\$3.88	\$3.88	\$4.13	\$4.13
Pension	1.85	1.85	1.85	1.85	1.85	1.85
JATT	.31	.31	.31	.31	.31	.31
ITF	.05	.05	.05	.05	.05	.05
MIC	.15	.15	.15	.15	.15	.15

SECTION 4. The helper wage shall be \$9.00 per hour.

Fringes

H & W	\$.59	\$.59	\$.59	\$.59	\$.59	\$.59
JATT	.31	.31	.31	.31	.31	.31
ITF	.05	.05	.05	.05	.05	.05
MIC	.15	.15	.15	.15	.15	.15

SECTION 5. Employees after being hired and reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the regular rate of wage, unless notified before leaving home not to report, and employees who reported for work and for whom work is provided shall receive not less than four (4) hours pay and if more than four (4) hours are worked in any one day, they shall receive not less than a

full day's pay. However, the exceptions shall be when inclement weather or strike conditions make it impossible to put such employees to work, or when stoppage of work is occasioned thereby, or when employees leave work of their own accord or fail to report for work at the regular starting time.

SECTION 6. Pay day shall be once each week, on a regular working day, Monday through Friday, and before quitting time. Pay day on Friday shall be in cash; other days, check or cash at the employer's election. Voluntary direct deposit may be implemented. Three (3) days shall be the maximum hold back time for payroll determination, Saturdays and Sundays excluded. All pay checks shall have a stub attached showing the company's name, total hours worked and amounts withheld for Social Security, State and Federal taxes. When payment is in cash, pay envelopes shall bear the same information as above. When the regular pay day falls on a holiday, pay day shall be the next regular working day, or at the discretion of management, the day preceding, Sunday excluded. All employers shall have a local checking account for payroll purposes.

SECTION 7. If an employee is discharged or laid off, all accrued wages shall be due and payable in accordance with Section 1 above.

SECTION 8. A check-off in the amount of one and one-half percent (1 1/2%) of gross wages shall be deducted from the employee's wage, with an additional two percent (2%) deducted from journeymen and above on straight time wages only and forwarded to the Administrator for disbursement to Local Union No. 72.

SECTION 9. In addition to other compensation required by the terms of this Agreement, the employer agrees to remit \$1.15 per hour effective August 1, 2001, on journeymen and above only, to the Plumbers, Pipefitters and Service Technicians Local 72 Building Trades/Industry Improvement and Organizing Fund established in accordance with the Labor-Management Cooperation Act of 1978 and Section 302(c)(9) of the Labor-Management Relations Act, 29 USC section 186(c)(9).

ARTICLE EIGHT

Trust Funds

SECTION 1. In addition to all other compensation required by the terms of this Agreement, the employer agrees to remit, \$1.10 per hour for helpers and \$4.14 per hour effective August 1, 2001, \$4.39 per hour effective August 1, 2002 and \$4.64 per hour effective August 1, 2003 for first and second period apprentices and \$5.99 per hour effective August 1, 2001, \$6.24 per hour effective August 1, 2002 and \$6.49 per hour effective August 1, 2003 for third through eighth period apprentices and intern journeymen and \$6.49 per hour effective August 1, 2001, \$6.74 per hour effective August 1, 2002, \$6.99 per hour effective February 1, 2003, \$7.24 per hour effective August 1, 2003 and \$7.49 per hour effective February 1, 2004 for journeymen and above for each hour actually worked by all employees covered by this Agreement to Plumbers and Pipe Fitters Local No. 72 Benefit Funds for purposes as hereinafter described, except pension and annuity contributions shall not be made on helpers or first or second period apprentices. Annuity contributions shall not be made on third through eighth period apprentices and intern journeymen.

(a) \$3.63 per hour effective August 1, 2001, \$3.88 per hour effective August 1, 2002 and \$4.13 per hour effective August 1, 2003 for all employees, except helper contribution will be \$.59 per hour, to the Atlanta Plumbers and Pipe Fitters Health and Welfare Fund as established and jointly administered in accordance with the applicable provisions of the Labor-Management Relations Act and other Federal and State laws. The Declaration of Trust, dated June 30, 1952, as amended, establishing the Atlanta Plumbers and Pipe Fitters Health and Welfare Fund is hereby made a part of this Agreement by reference and the employers, signatory to this Agreement, hereby agree to abide by the terms and provisions of said Declaration of Trust.

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

If, in the opinion of the Trustees, the Atlanta Plumbers and Pipe Fitters Health and Welfare Fund is sufficiently funded, any increases in the Health and Welfare contributions can be reassigned to wages.

(b) \$1.85 per hour to the Atlanta Plumbers and Pipe Fitters Supplemental Pension Fund (except no pension contribution shall be made on helpers and no pension contribution shall be made on first and second period apprentices) as established and jointly administered in accordance with the applicable provisions of the Labor-Management Relations Act and other Federal and State laws. The Declaration of Trust, dated January 1, 1973, establishing the Atlanta Plumbers and Pipe Fitters Supplemental Pension Plan is hereby made a part of this Agreement by reference and the employers, signatory to

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

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

(c) \$.50 per hour effective August 1, 2001, \$.75 per hour effective February 1, 2003 and \$1.00 per hour effective February 1, 2004, the employer shall contribute and forward monthly, on journeymen and above only, which the employer is obligated to pay to the employees in this bargaining unit, to the Plumbers and Steamfitters Local #72 Annuity Fund (except no annuity contribution shall be made on helpers and no annuity contribution shall be made on first through eighth period apprentices and intern journeymen) as established and jointly administered in accordance with the applicable provision of the Labor-Management Relations Act and other Federal and State laws. The Agreement and Declaration of Trust, dated August 1, 2001 and effective August 1, 2001, as amended, establishing the Plumbers and Steamfitters Local No. 72 Annuity Fund is hereby made a part of this Agreement by reference and the employers, signatory to this Agreement, hereby agree to abide by the terms and provision of said Declaration of Trust.

(d) \$.31 per hour to the Joint Apprenticeship and Training Trust as established and jointly administered in accordance with the applicable provisions of the Labor-Management Relations Act and other Federal and State laws. The Declaration of Trust dated May 7, 1956, as amended, establishing the Joint Apprenticeship and Training Trust is hereby made a part of this Agreement by

reference, and the employers, signatory to this Agreement, hereby agree to abide by the terms and provisions of said Declaration of Trust.

(e) \$.05 per hour to the International Training Fund (ITF). At anytime, in the opinion of the Joint Conference Committee, any or all contributions to the ITF can be reassigned to the JATT.

(f) Each employer shall pay to the Mechanical Industries Council Administrative Fund (MICAF) \$.15 per hour for each hour worked by each employee of the employer within the bargaining unit. The Declaration of Trust, originally dated August 31, 1964, as amended, and as it may hereafter be amended in accordance with the provisions thereof, establishing the MICAF (formerly known as the Mechanical Industries Council Trust Fund) is hereby made a part of this Agreement by reference (MIC Trust Agreement), and employers signatory to this Agreement, hereby agree to abide by the terms and provisions of the MIC Trust Agreement. The Mechanical Industries Council (MIC), previously established consisting of five (5) Employer Trustees selected as provided in the MIC Trust Agreement, shall be solely responsible for the administration of MICAF.

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

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

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

Contributors have no rights in the assets (cash or otherwise) of the MICAF. Their rights and responsibilities are confined to those as enumerated in the controlling

documents and in the enforcement of them as against those that are given the responsibility to carry them out, namely, the Board of Trustees.

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

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

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

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

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

SECTION 4. The payment and report required by this Article shall be due on or before the 10th day of each calendar month and deemed delinquent if not made on or before the 20th day of each calendar month for all work performed during the payroll periods ending in the preceding calendar month.

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

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

SECTION 7. It is the intent of the parties that Article Fourteen relating to settlement of disputes shall not prevent the continuance of the foregoing provisions from

being effective, and respective Trustees are authorized and empowered to distribute such contributions received after July 31, 2001, in accordance with the foregoing until and if either a new Collective Bargaining Agreement is executed by the parties or the Industrial Relations Council makes an award under Article Fourteen. The respective Trustees shall not withhold distribution under such conditions and shall not be held liable for any such distributions made in accordance with the foregoing. Article Fourteen does not apply to the wording of the various documents and Trust Agreements heretofore entered into between the parties, but the only application of Article Fourteen hereinafter shall be that the Industrial Relations Council is authorized to vary, whenever such be submitted, the amount of the contributions of the employers.

ARTICLE NINE

Supervision

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

SECTION 2. The selection and appointment of

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

ARTICLE TEN

Fabrication

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

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

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

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

SECTION 5. Use of all catalogue items such as all-thread rods, lead stubs, etc. from a current nationally

recognized manufacturer of materials used in this industry such as, but not limited to, Josam, Grinnell and Crane shall be considered as acceptable under this Agreement, at the option of the employer.

ARTICLE ELEVEN

Working Rules and Conditions

SECTION 1. It is understood and agreed that each person shall arrive at the job in sufficient time to change clothes before starting time. Workers shall be at their regular place of work at starting time and remain at their place of work until established quitting time, having secured the employer's tools prior to departure. If employee must be transported to work station from a designated staging area, it shall be in a covered vehicle.

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

SECTION 3. All vehicles furnished by the employer and assigned to a particular job for the purpose of transporting tools, materials, employees, etc. shall be manned by journeymen, intern journeymen, apprentices or helpers of the plumbing or pipe fitting trade, this function being within their trade jurisdiction. Journeymen, intern journeymen, apprentices or helpers are not permitted to rent or lease their personal vehicles to the employer. All company trucks shall be marked with the company's name.

SECTION 4. All tools are to be furnished by the employer. Workers shall be responsible for employer's tools and equipment when the employer furnishes a tool box, with proper lock, or some other safe place for storage of such tools and equipment. Workers shall sign receipt for hard hats, channel locks, crescent wrenches, pocket levels and six foot rules. Appropriate adjustment at established market value, to employee's final wages may be made to compensate the employer for items missing for which employee signed receipt. All provisions of Article Seven, Section 7 shall be applicable.

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

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 welder to be certified, the employer shall bear the expense of such certification.

SECTION 8. When U. A. pipe welds are being gamma rayed or picture taken and assistance is deemed necessary by the employer, 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, Journeyman Helpers

SECTION 1. In no case shall an apprentice be allowed on a job without a journeyman or be set up as a journeyman.

SECTION 2. One apprentice may be employed in each shop where a journeyman is regularly employed; otherwise, the ratio of apprentices to journeymen shall be limited to one to three (1 to 3) or a fraction thereof.

SECTION 3. A Union apprentice shall work as an intern journeyman the ninth and tenth periods and upon completing the full five (5) year minimum apprenticeship program and meeting the requirements of the Joint Apprenticeship and Training Trustees, shall be classified as a journeyman and shall be entitled to receive the regular wages of such journeyman.

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

SECTION 5. There shall be a journeyman helper. Helpers may do anything they are capable of doing under the supervision of a journeyman.

SECTION 6. Helpers will not be permitted on a job if a journeyman is not present. Work under the helper classification will be closely coordinated with the Joint Apprenticeship and Training Trust in order to not interfere with established apprenticeship programs.

SECTION 7. The source for the helper pool shall be those persons referred to the employer by Local Union No. 72, having fulfilled the necessary application requirements for the Joint Apprenticeship Training Program or others who may be suitable for training as determined by Local Union No. 72. The number of helpers shall be limited to one (1) each shop or job employing a minimum of three (3) journeymen and one (1) for every eight (8) additional journeymen thereafter, or fraction thereof. Nothing contained herein shall imply that the ratios established shall prohibit the employer from drawing from other projects, helpers to assist in loading and unloading, so long as it is for no more than one day's duration.

SECTION 8. Unless otherwise stipulated, all Sections of the regular Collective Bargaining Agreement will apply to the helper category, except no pension, annuity or organization fund contributions shall be made.

ARTICLE THIRTEEN

Miscellaneous Contract Terms

SECTION 1. When working or installing any work within the jurisdiction covered by Local Union No.72, if

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

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

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

SECTION 4. A steward shall be a working journeyman appointed by the Business Manager of the Union who shall, in addition to work as a journeyman, be permitted to perform, during working hours, such union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the employer agrees to allow the steward a reasonable amount of time for the performance of such duties. It is understood and agreed that the steward's duties shall not include any matter relating to the referral, hiring or termination of applicants or

employees. In the event of any violation of this Section by either party, the violating party is subject to appear before the Joint Conference Committee. The steward is subject to the provisions of Article Four, Section 2. The steward shall report to the foreman upon leaving assigned work to perform Union duties.

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

ARTICLE FOURTEEN

Joint Conference Committee

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

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

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

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

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

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

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

SECTION 4. If the Joint Conference Committee fails to resolve disputes over wages, hours or working conditions, both parties agree to submit the dispute to the Industrial Relations Council for the Plumbing and Pipe Fitting Industry, and further agree that all terms and conditions of this Agreement shall continue in full force and effect pending final decision by the Industrial Relations Council.

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

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

ARTICLE FIFTEEN

General

SECTION 1. This Agreement shall automatically be renewed from year to year, unless the Association or the Union shall furnish notice in writing to the other that a change or changes are desired which must be stated in writing and furnished to the other one hundred twenty (120) days prior to the expiration of this Contract and, during one hundred twenty (120) days, work shall not stop and wages shall not be changed. In the event such changes are not agreed upon prior to June 1, of such

applicable year, through the process of collective bargaining, then such proposed changes not agreed upon, shall be determined before July 31, next, by the Joint Conference Committee in accordance with the procedure and all the terms and conditions set out in Article Fourteen above, and the Contract as thus amended, extended.

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

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

SECTION 4. This Agreement shall be in effect from midnight, August 1, 2001, until midnight of July 31, 2004, 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.

**SUPPLEMENTAL AGREEMENT
FOR
PLUMBING AND MECHANICAL
EQUIPMENT SERVICE**

Between

**United Association of Journeymen and
Apprentices of the Plumbing and Pipe
Fitting Industry of the United States
and Canada, Local Union No. 72, of
Atlanta, Georgia**

And

**Mechanical Contractors Association
of Georgia, Inc.**

August 1, 2001 - July 31, 2004

THIS IS AN AGREEMENT entered into between Mechanical Contractors Association of Georgia, Inc., hereinafter referred to as the "Association", and United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local Union No. 72, of Atlanta, Georgia, hereinafter referred to as the "Union". The Association is contracting as agent for such of its members as are shown on Schedule "A", hereto attached and on behalf of other employers as historical bargaining agent, which other employers are not members of said Association to have so authorized and are shown on Schedule "B", hereto attached. The members of the Association, listed on Schedule "A" and the non-association members listed on Schedule "B" hereto attached, are bargaining collectively and are bound hereto upon the execution by the Association; and the non-association members, whom the Union recognizes as being a contractor within the plumbing and pipe fitting industry, become parties hereto upon their separate execution of this Agreement. The Agreement shall apply to all firms who also sign a Letter of Assent to be bound by the terms of this Agreement.

WITNESSETH:

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

ARTICLE ONE

Recognition and Purpose

SECTION 1. The Association recognizes the Union as the sole and exclusive bargaining representative for all mechanical equipment service journeymen, intern journeymen, apprentices and tradesmen in the employ of the service employer with respect to wages, hours and other terms and conditions of employment, and to any and all work covered by this Contract; and likewise, the Union so recognizes the Association. Where this Agreement is silent, the conditions of the Basic Agreement shall govern.

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

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

ARTICLE TWO

Trade or Work Jurisdiction

SECTION 1. This Agreement covers the rates of pay, rules and working conditions of all mechanical equipment service journeymen, intern journeymen, apprentices and tradesmen engaged in the servicing of all plumbing and/or pipe fitting systems and component parts thereof, and such other service work as is included in the

trade jurisdiction of the United Association. It is understood that service employees will be limited to start-up and service of any new installation. It is understood that the assignment of work and the settlement of jurisdictional disputes with other building trades organizations shall be adjusted in accordance with the procedure established by The Plan for Settlement of Jurisdictional Disputes in the Construction Industry, or any successor agency of the Building Trades Department.

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

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

SECTION 4. Mechanical equipment service journeymen may install one (1) unit of ten (10) tons or less, but only on jobs of no more than one (1) unit.

SECTION 5. Controls for automatic control for building HVAC systems, including electronic and digital controls, computer monitoring, hook-up, installation, including low voltage wiring, to be specified under the jurisdiction of mechanical service where applicable to service and retro-fit, but not conflicting with construction agreement.

ARTICLE THREE

Area Jurisdiction and General

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

SECTION 2. Union members shall not work for other than service contractors fully qualified under State, County or City laws governing plumbing, heating, air conditioning or piping contractors who are parties to this Agreement (or an identical agreement) with the Union.

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

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

SECTION 5. At least one service journeyman

shall be regularly employed by a service employer to keep this Contract and Agreement in full force and effect.

ARTICLE FOUR

Hiring of Employees

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

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

SECTION 3. The Union agrees at all times to furnish to the service employer duly qualified mechanical equipment 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.

SECTION 4. If upon request, the Union or the United Association is unable to supply service journeymen with special skills within forty-eight (48) hours, the service employer may secure service journeymen from other

sources.

SECTION 5. The Union will consider and furnish applicants for jobs on a non-discriminatory basis and such selection shall not be based on, or be in any way affected by race, religion, color, national origin, ancestry, sex, union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of union membership, policies or requirements. Referrals shall contain member's craft and whether journeyman, intern journeyman, apprentice or tradesman.

SECTION 6. Any applicant for employment or any service employee covered by this Agreement seeking continuance of employment, who feels illegally discriminated against in referral or discharge, either by the Union or by the employer, or both, must within five (5) days file all grounds of the grievance in writing with the Joint Conference Committee, which is composed of the regular representatives, plus one (1) service journeyman, appointed by the Union and one (1) service employer, appointed by the employers.

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

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

SECTION 8. The service employer, in notifying the Union of opportunities for employment to refer qualified applicants for such employment, will state the location of the job, the starting time, the approximate duration of the job, the type of work to be performed and the number of employees needed, in order that the Business Manager, as dispatcher, or designee, may comply. The Business Manager, or designee, shall be notified forty-eight (48) hours before lay-offs involving five (5) or more employees, or less when practical.

SECTION 9. The following procedure shall be used when employees are separated: The employer shall complete a six (6) part Separation Notice Form showing the reason for termination. The employer shall send one (1) copy to the office of the Union, one (1) copy to the office of the Association (MCAG) and, if the employee is an apprentice or helper, one (1) copy to the office of the Joint Apprenticeship and Training Trust (JATT). The employer shall give two (2) copies to the employee. One (1) copy shall be retained by the employer.

Before being referred to a new employer, the employee shall give one (1) copy of the Separation Notice to the Union.

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

Should the employee wish to quit or terminate employment with the employer, the employee shall give notice to the employer of not less than two (2) hours prior to the regular quitting time for the project and shall obtain

a properly completed Separation Notice.

SECTION 10. Employer may call for by letter 50% of employees by name that have been unemployed fifteen (15) calendar days or more and are available for work.

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

ARTICLE FIVE

Union and Employer Responsibilities

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

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

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

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

SECTION 5. Every effort shall be made by the parties to insure the highest level of productivity and the expeditious performance of the work with the pledge of "eight hours work for eight hours pay". Workers shall be on the job at the designated starting time and will not leave until the designated quitting time. There shall be one (1) break in the a.m. not to exceed fifteen (15) minutes and one (1) break in the p.m. not to exceed fifteen (15) minutes, both breaks to be taken in place. Leaving job early for failure to take break(s) will not be permitted. Loafing, excessive tardiness and unexcused absenteeism will not be tolerated. If employee must be transported to work station from a designated staging area, it shall be in a covered vehicle.

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 15. Specific Joint Conference 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 Supplemental Agreement.

SECTION 16. Each mechanical service journeyman shall participate, on their own time, in no less than four (4) hours annually in classes to upgrade their skills.

ARTICLE SIX

Service Contractor

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

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

(b). Possesses the general qualifications by technical training and experience in the service industry to properly direct the servicing of plumbing, heating,

refrigeration and/or air conditioning systems or parts thereof; and

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

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

ARTICLE SEVEN

Intra Union Relationships

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

ARTICLE EIGHT

Hours and Overtime

SECTION 1. Pay day shall be once each week, on a regular working day, Monday through Friday, and before quitting time. Pay day on Friday shall be in cash; other days, check or cash at the employer's election. Voluntary direct deposit may be implemented. Three (3) days shall be the maximum hold back time for payroll determination, Saturdays and Sundays excluded.

All pay checks shall have a stub attached showing the company's name, total hours worked and amounts withheld for Social Security, State and Federal taxes.

When payment is in cash, pay envelopes shall bear the same information as above. When the regular pay day falls on a holiday, pay day shall be the next regular working day, or at the discretion of management, the day preceding, Sunday excluded. All employers shall have a local checking account for payroll purposes.

SECTION 2. Hours. The standard work day shall be eight (8) consecutive hours between 6:30 a.m. and 8:00 p.m., except that employee shall be notified twelve (12) hours in advance if required to work hours other than those normally worked. At the employers option, the work day may be expanded to accommodate four (4) ten (10) hour days, as the work week, at regular time.

SECTION 3. If an employee is requested to be on standby other than regularly scheduled work time, the employee shall receive one (1) hour's pay at the prevailing rate for each day or part thereof on standby in addition to any hours worked. Standby pay for weekends and holidays shall be two (2) hours per day. Any hours worked will be paid at the appropriate rate.

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

working under the construction agreement and performing work falling under the conditions of the construction agreement the overtime provisions of the construction agreement will prevail. Saturday shall be overtime and double time shall be paid for work performed on Sundays and holidays.

SECTION 5. Holidays. Both the employer and Union will recognize the following holidays: New Year's Day, Memorial Day (Last Monday in May), July 4, Labor Day, Thanksgiving Day and Christmas.

SECTION 6. Any combination of travel time and the normal work day in excess of ten (10) hours shall be paid at time and one half (1 1/2), except when a ten (10) hour four (4) day work week is elected, in such event, any combination of travel time and the normal work day in excess of twelve (12) hours shall be paid at time and one half (1 1/2).

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. It is understood and agreed that each person shall arrive at the job in sufficient time to change clothes before starting time. Workers shall be at their regular place of work at the starting time and shall remain at their place of work until established quitting time

having secured the employer's tools prior to departure. If employee must be transported to work station from a designated staging area, it shall be in a covered vehicle.

SECTION 3. If an employee is discharged or laid off, all accrued wages shall be due and payable in accordance with Article Eight, Section 1.

SECTION 4. Any employee called out on service work outside of the regular working hours shall receive two (2) hours minimum at the applicable rate.

SECTION 5. Mechanical equipment service employees, while living away from home, shall be given travel expenses before leaving town. The amount to be appropriate to IRS requirements to cover travel and living expenses while out of town.

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

ARTICLE TEN

Uniforms and Apparel

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

cost.

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

ARTICLE ELEVEN

Working Rules

SECTION 1. All vehicles furnished by the service employer and assigned to a particular service employee for the purpose of transporting tools, materials, employees, etc., shall be manned by a service journeyman, intern journeyman, apprentice or tradesman. Service journeymen, intern journeymen, apprentices or tradesmen are not permitted to rent or lease their personal vehicles to the employer. All company trucks shall be marked with the company's name. In case of emergency, necessary arrangements may be made between employer and employee for transportation.

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

SECTION 3. Employees shall be responsible for service employer's tools and equipment when the employer furnishes a tool box, with proper lock, or some other safe place for storage of such tools and equipment.

SECTION 4. A service journeyman, intern journeyman, apprentice or tradesman shall not remain

around the shop or job later than fifteen (15) minutes after quitting time or arrive at the shop or job earlier than fifteen (15) minutes before beginning time, except for special meetings and training courses.

SECTION 5. All service journeymen must comply with the City and County laws governing plumbing and heating in the area where the work is being done.

ARTICLE TWELVE

Wages

SECTION 1. The hourly rates of pay for each classification of labor shall be as follows:

	<u>8/1/01</u>	<u>2/1/02</u>	<u>8/1/02</u>	<u>2/1/03</u>	<u>8/1/03</u>	<u>2/1/04</u>
Jy.	\$24.62	\$24.62	\$25.12	\$25.52	\$26.02	\$26.42
Fm.	\$26.62	\$26.62	\$27.12	\$27.52	\$28.02	\$28.42
G. Fm.	\$27.62	\$27.62	\$28.12	\$28.52	\$29.02	\$29.42
<u>Fringes</u>						
H & W	\$3.63	\$3.63	\$3.88	\$3.88	\$4.13	\$4.13
Pension	1.85	1.85	1.85	1.85	1.85	1.85
Annuity	.50	.50	.50	.75	.75	1.00
Org. Fd.	.15	.15	.15	.15	.15	.15
JATT	.31	.31	.31	.31	.31	.31
ITF	.05	.05	.05	.05	.05	.05
MIC	.15	.15	.15	.15	.15	.15

SECTION 2. Apprentices shall work as intern journeymen for ninth and tenth periods.

SECTION 3. Apprentices.

First	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50
Second	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00

8/1/01 2/1/02 8/1/02 2/1/03 8/1/03 2/1/04

Fringes

H & W	\$3.63	\$3.63	\$3.88	\$3.88	\$4.13	\$4.13
JATT	.31	.31	.31	.31	.31	.31
ITF	.05	.05	.05	.05	.05	.05
MIC	.15	.15	.15	.15	.15	.15

Third	\$11.50	\$11.50	\$11.50	\$11.50	\$11.50	\$11.50
Fourth	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Fifth	\$12.50	\$12.50	\$12.50	\$12.50	\$12.50	\$12.50
Sixth	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
Seventh	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Eighth	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
Ninth	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
Tenth	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00

Fringes

H & W	\$3.63	\$3.63	\$3.88	\$3.88	\$4.13	\$4.13
Pension	1.85	1.85	1.85	1.85	1.85	1.85
JATT	.31	.31	.31	.31	.31	.31
ITF	.05	.05	.05	.05	.05	.05
MIC	.15	.15	.15	.15	.15	.15

SECTION 4. Class "A" Mechanical Equipment Tradesman wage shall be calculated at 55% of journeyman rate (to the nearest nickel).

SECTION 5. Class "B" Mechanical Equipment Tradesman wage shall be calculated at 37% of journeyman rate (to the nearest nickel).

SECTION 6. 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 meals and lodging at reasonable rates, which when not previously established, will be substantiated by receipts. 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 work day and may transport tools and materials. Under such circumstances, employees shall receive twenty-nine cents (\$.29) per mile for one dollar (\$1.00) per gallon gas, with the minimum of \$5.50 per day. An additional one cent (\$.01) adjustment per mile for each twelve cent (\$.12) increase or decrease in the price per gallon of gasoline will be made, based on the average price of gas obtained from AAA on the first of each month. 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 6, and such travel shall not be considered hours worked and the pay therefore shall not be considered as pay for hours worked.

Reasonable commuting time shall be that time required for the employee to travel to and from job assignments within a thirty-five (35) mile radius of established residence (normally the employer's local office or a designated point to which the employee is permanently assigned).

ARTICLE THIRTEEN

Trust Funds

SECTION 1. In addition to all other compensation outlined in Article Twelve, the employer agrees to remit \$4.14 per hour effective August 1, 2001, \$4.39 per hour effective August 1, 2002 and \$4.64 per hour effective August 1, 2003 for first and second period apprentices and \$5.99 per hour effective August 1, 2001, \$6.24 per hour effective August 1, 2002, \$6.49 per hour effective August 1, 2003 for third through eighth period apprentices, tradesmen and intern journeymen and \$6.49 per hour effective August 1, 2001, \$6.74 per hour effective August 1, 2002, \$6.99 per hour effective February 1, 2003, \$7.24 per hour effective August 1, 2003 and \$7.49 per hour effective February 1, 2004 for journeymen and above for each hour actually worked by all employees covered by this Agreement to Plumbers and Pipe Fitters Local No. 72 Benefit Funds, in accordance with the requirements of Article Eight of the Collective Bargaining Agreement dated August 1, 2001, to which this Agreement is a supplement.

ARTICLE FOURTEEN

Journeymen, Intern Journeymen, Apprentices, Tradesmen

SECTION 1. Mechanical Equipment Service Journeyman - Heating, Refrigeration and/or Air Conditioning.

A service journeyman shall mean a mechanic who has been actively engaged in learning and working at the trade of servicing mechanical equipment, which includes heating, domestic, commercial and industrial refrigeration and/or air conditioning systems, thermostatic controls, pumps, compressors, stokers, oil burners, oilers, furnaces, ovens, auxiliary power units, including all accessories and appurtenances thereof, for a period of

five (5) years or more and who has proven ability to perform requisite service mechanical work, and has satisfactorily passed the same examinations as required of the service journeyman. The scope of work shall not include any type of new construction, installation or piping, except start up, test, adjust and balance.

SECTION 2. Mechanical Equipment Service Apprentice - Heating, Refrigeration and/or Air Conditioning.

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

SECTION 3. Mechanical Equipment Service Journeyman - Plumbing.

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

SECTION 4. Mechanical Equipment Service Apprentice - Plumbing.

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

SECTION 5. One service apprentice may be employed in each shop where a service journeyman is regularly employed; and the ratio of service apprentices to service journeymen shall be one to one (1 to 1). This ratio may be reviewed at the termination of this Agreement.

SECTION 6. All mechanical service employers shall be obligated to employ one first or second year mechanical service apprentice for every six mechanical service journeymen. Nothing within the provision shall prohibit the employer from having the greater number of apprentices that the Agreement allows.

SECTION 7. A service apprentice shall work as a service intern journeyman the ninth and tenth periods and upon completing the full five (5) year minimum apprenticeship program and meeting the requirements of the Joint Apprenticeship and Training Trustees, shall be classified as a service journeyman and shall be entitled to receive the regular wages of such service journeyman.

SECTION 8. The assignment of service apprentices shall be the responsibility of the Business Manager, or designee, in accordance with the rules and

procedures as established by the Joint Apprenticeship and Training Trustees.

SECTION 9. Service apprentices shall serve a training period of five (5) years and shall be identified, by title, and by the period in which they are serving, that is First Period Apprentice through Tenth Period Apprentice.

SECTION 10. During the apprenticeship, the apprentice is to attend a night school, during own time, without pay as directed by the Joint Apprenticeship and Training Trust.

SECTION 11. The Joint Apprenticeship and Training Trust shall establish the heating and refrigeration courses for the night school training, but the First and Second Year Apprentices shall be required to successfully complete a course in Refrigeration Theory and whatever other training is established by the JATT for the apprenticeship period.

SECTION 12. For the purpose of classification, the service employer and the business agent will recommend whether a new service employee is qualified for entrance as a service journeyman or at what point in the service apprentice program the new service employee shall start employment. This decision will be based upon their opinion of the new service employee's experience and ability and physical fitness, as determined by interview, investigation or references and a trial working period.

If the service employee, the Union and the service employer are in agreement with the recommendation, the service employee will be so classified. If there is disagreement regarding such classification, then this matter shall be referred to the

JATT. The JATT, after thorough investigation to determine the service employee's qualifications, knowledge and ability, shall then establish the service employee's classification and their decision shall be final.

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

SECTION 14. A source of new employees shall be the area technical schools whose students shall be given credit toward apprentice qualification for the school training.

SECTION 15. Mechanical equipment tradesmen must be qualified to perform and shall be allowed to perform the work listed below:

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

Class "B" Tradesmen -

(1). Filter changing and maintenance thereof.

- (2). Oil and greasing.
- (3). Belt adjusting or replacement.
- (4). Tower and coil cleaning and water treatment.
- (5). General housekeeping.
- (6). Delivery and truck driving of parts or equipment trucks.
- (7). System monitoring under contract with customer.
- (8). Sewer cleaning equipment.

SECTION 16. Mechanical tradesmen shall be limited to a ratio of one (1) tradesman to five (5) journeymen and apprentices.

ARTICLE FIFTEEN

General Provisions

SECTION 1. All tools are to be furnished by the employer. Workers shall be responsible for employer's tools and equipment when the employer furnishes a tool box, with proper lock, or some other safe place for storage of such tools and equipment. Workers shall sign receipt for hard hats, channel locks, crescent wrenches, pocket levels and six foot rules. Appropriate adjustment at established market value, to employee's final wages may be made to compensate the employer for items missing for which employee signed receipt.

SECTION 2. The service employer and all service employees, covered by the terms of this Agreement, do hereby mutually agree, and said service employer and all service employees separately and severally voluntarily elect to be bound by the provisions of

the Workers' Compensation Law. The Union shall not furnish an employee to any service employer who does not carry Workers' Compensation Insurance. All service employers shall furnish the Union with evidence of such insurance being procured.

SECTION 3. A service steward shall be a working service journeyman appointed by the Business Manager of the Union who shall, in addition to work as a service journeyman, be permitted to perform, during working hours, such union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the service employer agrees to allow the steward a reasonable amount of time for the performance of such duties. It is understood and agreed that the service steward's duties shall not include any matter relating to the referral, hiring or termination of service applicants or employees. In the event of any violation of this Section by either party, the violating party is subject to appear before the Joint Conference Committee.

SECTION 4. It shall not be a violation of this Agreement or of the no-strike clause if members of the United Association refuse to cross a legal picket line, and one established in accordance with the rules of the Building and Construction Trades Department. Emergency service will be provided when necessary to prevent loss of life, property or health, upon authorization by the Business Manager or designee. Service may be provided when deemed in the best interest of the Union and the employer.

SECTION 5. Should employees be required to report to shop at work time, time will commence and

continue until a required return to shop at end of the day.

ARTICLE SIXTEEN

Settlement of Disputes

SECTION 1. All disputes arising between the parties shall be referred to a specially established Joint Conference Committee. The Committee shall consist of ten (10) persons, five (5) selected by the Association from legitimate contractors complying with the Agreement and five (5) journeymen selected from Local Union No. 72. Three (3) employer members shall employ service journeymen and three (3) journeymen shall be service journeymen.

SECTION 2. All other provisions of Article Fourteen of the Collective Bargaining Agreement shall apply to this Supplemental Agreement.

ARTICLE SEVENTEEN

General

SECTION 1. This Service Agreement comprises the entire Agreement between the parties and no oral agreement can vary or alter the terms of this Agreement. This Service Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing and signed by both parties hereto.

SECTION 2. The parties hereto agree that if any

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

SECTION 3. A Labor-Management study committee to specifically review issues associated with service technicians will be established.

SECTION 4. This Agreement shall be in effect from midnight, August 1, 2001, until midnight of July 31, 2004, 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.

Form LMJC-1.

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

Signed: _____

Date: _____

Form LMJC-2.

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

Signed: _____

Date: _____

Form LMJC-3.

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

Signed: _____

Date: _____

**SPECIAL (S)
COLLECTIVE BARGAINING
AGREEMENT**

Between

**United Association of Journeymen and
Apprentices of the Plumbing and Pipe
Fitting Industry of the United States
and Canada, Local Union No. 72, of
Atlanta, Georgia**

And

**Mechanical Contractors Association
of Georgia, Inc.**

August 1, 2001 - July 31, 2004

THIS IS AN AGREEMENT, to be known as the "S" Agreement, entered into between Mechanical Contractors Association of Georgia, Inc., hereinafter referred to as the "Association" and United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local Union No. 72, of Atlanta, Georgia, hereinafter referred to as the "Union". The Association is contracting as agent for such of its members as are shown on Schedule "A", hereto attached and on behalf of other employers as historical bargaining agent, which other employers are not members of said Association to have so authorized and are shown on Schedule "B", hereto attached. The members of the Association, listed on Schedule "A" and non-association members listed on Schedule "B" hereto attached, are bargaining collectively and are bound hereto upon the execution by the Association; and the non-association members, whom the Union recognizes as being a contractor within the plumbing and pipe fitting industry, become parties hereto upon their separate execution of this Agreement. The Agreement shall apply to all firms who also sign a Letter of Assent to be bound by the terms of this Agreement.

WITNESSETH:

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

ARTICLE ONE

Scope of Work

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

- (a). Commercial and institutional projects 250,000 square feet and under, except work for a pre-determined Davis-Bacon rate.
- (b). Such other work, except industrial, by the mutual consent of both parties.

ARTICLE TWO

Jurisdiction

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

SECTION 2. The trade jurisdiction covered by this Agreement shall be all plumbing and pipe fitting work included in the trade jurisdiction of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, as described in its Charter and Constitution and in the decisions and agreements of record to which the United Association is a party.

ARTICLE THREE

Effective Date, Amendments, Disputes

SECTION 1. This Agreement shall take effect on August 1, 2001, and shall remain in effect until July 31, 2004. It shall continue in effect from year to year thereafter, unless changed in the way provided herein.

SECTION 2. This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing and signed by both parties hereto.

SECTION 3. The 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 who violate this Section.

SECTION 4. Only disputes arising out of the

interpretation or application of this Agreement between the parties shall be referred to the Joint Conference Committee. This Committee consists of ten (10) persons, five (5) selected by the employers from legitimate plumbing, heating and piping contractors signatory to this Agreement, and five (5) selected by and from the Union.

SECTION 5. If the Joint Conference Committee fails to resolve disputes over wages, hours or working conditions, both parties agree to submit the dispute to the Industrial Relations Council for the Plumbing and Pipe Fitting Industry, and further agree that all terms and conditions of this Agreement shall continue in full force and effect pending final decision by the Industrial Relations Council.

SECTION 6. No employer or employee from a shop or job where disputes arise shall sit on the Joint Conference Committee.

SECTION 7. The propriety of a retirement made pursuant to the Atlanta Plumbers and Pipe Fitters Supplemental Pension Fund and the Plumbers and Steamfitters Local #72 Annuity Fund shall not be subject to arbitration.

SECTION 8. It is agreed that the assignment of work and the settlement of jurisdictional disputes with other building trades organizations shall be adjusted in accordance with the procedures established by The Plan for Settlement of Jurisdictional Disputes in the Construction Industry, or any successor agency of the Building Trades Department.

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 journeyman. 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 special journeyman or helper member of Local Union No. 72, while a member of such Union and subject to employment by employers operating under this Agreement, shall become a contractor or sub-contractor for the performance of any mechanical work.

SECTION 2. 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 3. When working or installing any work

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

SECTION 4. The Association recognizes the Union as the sole and exclusive bargaining representative for all journeymen and helpers in the employ of the employer with respect to wages, hours and other terms and conditions of employment, and to any and all work covered by this contract; and likewise, the Union so recognizes the Association.

SECTION 5. Anything in this Agreement that is found to be in conflict with any Federal or State laws shall be changed or deleted so as to comply with such laws. The remainder of the Agreement shall be final and binding upon both parties.

SECTION 6. Certain qualifications, knowledge, experience and financial responsibilities are required of everyone desiring to be an employer in the mechanical industry. Therefore, an employer who contracts for mechanical work is a person, firm or corporation having these qualifications and maintaining a permanent place of business, suitable status to meet payroll requirements and maintains a master plumbing and/or heating qualification certificate.

SECTION 7. The employer and employees, covered by the terms of this Agreement, do hereby mutually agree, and said employer and all employees separately and severally voluntarily elect to be bound by

the provisions of the Workers' Compensation Law.

The Union shall not furnish an employee to any employer who does not carry Workers' Compensation Insurance. All employers shall furnish the Union with evidence of such insurance being procured.

SECTION 8. The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

SECTION 9. Those employers to whom the Union has not yet demonstrated its majority status agree to recognize the Union as a bargaining representative for those employees referred, or should have been referred by Local No. 72.

SECTION 10. The Mechanical Contractors Association of Georgia agrees to keep Local No. 72 informed of the name of any contractor that withdraws bargaining rights from the Association.

SECTION 11. To insure a safe work atmosphere, the parties agree to adopt measures to insure a drug free work environment. Random testing shall be administered by a third party or shall be through a pre-approved statistical computer program.

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

ARTICLE SIX

Hiring of Employees

SECTION 1. In hiring of employees the employer shall be the sole judge of the number of employees required. The employer shall have the right to determine the competency and qualifications of employees including job steward referred by the Union and the right to hire and discharge accordingly, provided however, that such rights shall be exercised on a non-discriminatory basis and such decisions shall not be based on, or be in any way affected by race, religion, color, national origin, ancestry, sex, union membership, by-laws, rules, regulations, constitutional provisions or other aspect or obligation of union membership, policies or requirements.

SECTION 2. The Union agrees at all times to furnish to the employer duly qualified journeymen and helpers in sufficient number as may be necessary to properly execute work contracted for by the employer in the manner and under the conditions specified in this Agreement.

SECTION 3. If upon request, the Union or the United Association is unable to supply journeymen with special skills within forty-eight (48) hours, the employer may secure journeymen from other sources. Journeymen with special skills shall perform any work coming within the coverage of this Agreement.

SECTION 4. The Union will consider and furnish applicants for jobs on a non-discriminatory basis and such decisions shall not be based on, or be in any way affected by race, religion, color, national origin, ancestry, sex,

union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of union membership, policies or requirements. Referrals shall contain member's craft and whether journeyman or helper.

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

SECTION 6. The following procedure shall be used when employees are separated:

The employer shall complete a six (6) part Separation Notice Form showing the reason for termination. The employer shall send one (1) copy to the office of the Union, one (1) copy to the office of the Association (MCAG) and, if the employee is a helper, one (1) copy to the office of the Joint Apprenticeship and Training Trust (JATT). The employer shall give two (2) copies to the employee. One (1) copy shall be retained by the employer.

Before being referred to a new employer, the employee shall give one (1) copy of the Separation Notice to the Union.

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

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

SECTION 7. Standards for qualified journeymen are understood to be journeymen plumbers, pipe fitters

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

SECTION 8. A copy of the referral procedure set forth in this Agreement shall be posted on the bulletin board in the office of the Union and in the office of the employers who are parties to this Agreement.

SECTION 9. Employer may call for by letter 50% of employees by name that have been unemployed fifteen (15) calendar days or more and are available for work.

SECTION 10. Helpers shall be hired in accordance with the provisions of the Agreement between the parties, and the referral slips shall indicate proper classification.

SECTION 11. It is the purpose and intent of the parties that this referral plan shall conform to and be consistent with the applicable laws of the State of Georgia and of the United States, and it shall be construed accordingly by the parties hereto and the Appeals Committee. It is further agreed that in the event any court of competent jurisdiction in the State of Georgia shall find that any portion of this procedure or any practice thereunder is violative of the laws of the State of Georgia, then such portion shall be inoperative or shall be so construed as to conform to the laws of the State of Georgia, provided that nothing herein shall deprive either party of their rights of appeal in the Courts of Georgia or

of the United States; nor shall either party be deprived of the benefit of any procedural order providing for the stay of any such decisions or any remedy provided therein or similar relief.

ARTICLE SEVEN

Hours, Wage Payments

SECTION 1. Eight (8) hours shall constitute a days work from 6:30 a.m. to 5:30 p.m., Monday through Friday and these five (5) days shall be a work week. At the employers option, the work day may be expanded to accommodate four (4) ten (10) hour days, as the work week, at regular time.

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

All work performed outside of the regularly scheduled working hours, as indicated above, and the following holidays shall be paid for at time and one-half (1 1/2) the regular rate of pay: 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.

An individual working any combination of regular time and overtime for a total of sixteen (16) hours shall remain on overtime until they have had six (6) hours off.

SECTION 2. When workers are directed to report direct to the job such workers shall be on the job ready to commence work at the regular starting time. All tools and materials shall be stored and put away before quitting time.

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

SECTION 4. The wage scale for employees covered under the terms of this Agreement shall be as follows:

	<u>8/1/01</u>	<u>2/1/02</u>	<u>8/1/02</u>	<u>2/1/03</u>	<u>8/1/03</u>	<u>2/1/04</u>
"S" Jy.	\$20.80	\$20.80	\$21.25	\$21.55	\$22.00	\$23.30
"S" Fm.	\$22.50	\$22.50	\$22.90	\$23.25	\$23.70	\$24.00
"S" G.Fm.	\$23.35	\$23.35	\$23.75	\$24.10	\$24.50	\$24.85
<u>Fringes</u>						
H & W	\$3.63	\$3.63	\$3.88	\$3.88	\$4.13	\$4.13
Pension	1.85	1.85	1.85	1.85	1.85	1.85
Annuity	.50	.50	.50	.75	.75	1.00
Org. Fund	.15	.15	.15	.15	.15	.15
JATT	.31	.31	.31	.31	.31	.31
ITF	.05	.05	.05	.05	.05	.05
MIC	.15	.15	.15	.15	.15	.15

SECTION 5. The special helper wage shall be

\$9.00 per hour.

8/1/01 2/1/02 8/1/02 2/1/03 8/1/03 2/1/04

Fringes

H & W	\$.59	\$.59	\$.59	\$.59	\$.59	\$.59
JATT	.31	.31	.31	.31	.31	.31
ITF	.05	.05	.05	.05	.05	.05
MIC	.15	.15	.15	.15	.15	.15

SECTION 6. A check-off in the amount of one and one-half percent (1 1/2%) of the gross wages shall be deducted from the employee's wage, with an additional two percent (2%) deducted from journeymen and above on straight time wages only and forwarded to the Administrator for disbursement to Local Union No. 72.

SECTION 7. In addition to other compensation required by the terms of this Agreement, the employer agrees to remit \$.15 per hour effective August 1, 2001, on journeymen and above only, to the Plumbers, Pipefitters and Service Technicians Local 72 Building Trades/Industry Improvement and Organizing Fund established in accordance with the Labor-Management Cooperation Act of 1978 and Section 302(c)(9) of the Labor-Management Relations Act, 29 USC section 186(c)(9).

ARTICLE EIGHT

Trust Funds

SECTION 1. In addition to all other compensation outlined in Article Seven, the employer agrees to remit \$1.10 per hour for helpers and \$6.49 per hour effective

August 1, 2001, \$6.74 per hour effective August 1, 2002, \$6.99 per hour effective February 1, 2003, \$7.24 per hour effective August 1, 2003 and \$7.49 per hour effective February 1, 2004 for journeymen and above for each hour actually worked by all employees covered by this Agreement to Plumbers and Pipe Fitters Local No. 72 Benefit Funds, in accordance with the requirements of Article Eight of the Collective Bargaining Agreement dated August 1, 2001, to which this Agreement is a supplement.

ARTICLE NINE

Working Conditions

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. Pay day shall be once each week, on a regular working day, Monday through Friday, and before quitting time. Pay day on Friday shall be in cash; other days, check or cash at the employer's election. Voluntary direct deposit may be implemented. Three (3) days shall be the maximum hold back time for payroll determination, Saturdays and Sundays excluded. All paychecks shall have a stub attached showing the company's name, total hours worked and amounts withheld for Social Security, State and Federal taxes. When payment is in cash, pay envelopes shall bear the same information as above. When the regular pay day falls on a holiday, pay day shall be the next regular working day, or at the discretion of management, the day

preceding, Sunday excluded. All employers shall have a local checking account for payroll purposes.

SECTION 3. Employees after being hired and reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the regular rate of wage, unless notified before leaving home not to report, and any employee who reports for work and for whom work is provided shall receive not less than four (4) hours pay and if more than four (4) hours are worked in any one day, they shall receive not less than a full day's pay. However, the exceptions shall be when inclement weather or strike conditions make it impossible to put such employees to work, or when stoppage of work is occasioned thereby, or when employees leave work of their own accord, or fail to report for work at the regular starting time.

SECTION 4. It is understood and agreed that each person shall arrive at the job in sufficient time to change clothes before starting time. Workers shall be at their regular place of work at the starting time and shall remain at their place of work until the established quitting time having secured the employers tools prior to departure. If employee must be transported to work station from a designated staging area, it shall be in a covered vehicle.

SECTION 5. A steward shall be a working journeyman appointed by the Business Manager of the Union who shall, in addition to work as a journeyman, be permitted to perform, during working hours, such union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the employer agrees to

allow the steward a reasonable amount of time for the performance of such duties. It is understood and agreed that the steward's duties shall not include any matter relating to the referral, hiring or termination of applicants or employees. In the event of any violation of this Section by either party, the violating party is subject to appear before the Joint Conference Committee. The steward is subject to the provisions of Article Six, Section 1. The steward shall report to the foreman upon leaving assigned work to perform Union duties.

SECTION 6. All tools are to be furnished by the employer. Workers shall be responsible for employer's tools and equipment when the employer furnishes a tool box, with proper lock, or some other safe place for storage of such tools and equipment. Workers shall sign receipt for hard hats, channel locks, crescent wrenches, pocket levels and six foot rules. Appropriate adjustment at established market value, to employee's final wages may be made to compensate the employer for items missing for which employee signed receipt.

SECTION 7. Journeymen shall install all mechanical work in a safe and skilled manner and in accordance with applicable code rules and contract specifications.

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

SECTION 9. 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.

SECTION 10. All piping, including hanger assemblies, may be fabricated either at the shop or on the job site, at the discretion of the employer. The employees covered by this Agreement shall perform all work required in connection with fabrication under the terms of this Agreement, regardless of method, including handling, distribution and erection of all piping material and equipment being fabricated under this Agreement, without exception.

SECTION 11. Where the word "shop" is used in this Article, it shall be defined as a shop under the direct control of a Local No. 72 employer being in the territorial jurisdiction of Local No. 72.

SECTION 12. Any violation of the fabrication article of this Special Agreement shall subject the employer to the payment of such penalty as may be determined by the Joint Conference Committee.

SECTION 13. The Union reserves the right to refuse to handle, erect or install fabricated piping, sent to the job, that has not been fabricated as above set out.

SECTION 14. Use of all catalog items such as all-thread rod, lead stubs, etc., from a current national recognized manufacturer of material used in this industry such as, but not limited to, Josam, Grinnell and Crane

shall be considered as acceptable under this Agreement, at the option of the employer.

ARTICLE 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.

"A"
COLLECTIVE BARGAINING
AGREEMENT

Between

**United Association of Journeymen and
Apprentices of the Plumbing and Pipe
Fitting Industry of the United States
and Canada, Local Union No. 72, of
Atlanta, Georgia**

And

**Mechanical Contractors Association
of Georgia, Inc.**

August 1, 2001 - July 31, 2004

ARTICLE ONE

Recognition and Purpose

SECTION 1. This Agreement is a supplement to the Basic Collective Bargaining Agreement as negotiated by Plumbers and Pipe Fitters Local Union No. 72 and the Mechanical Contractors Association of Georgia, with the following exceptions:

ARTICLE TWO

Jurisdiction

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

ARTICLE THREE

Wages and Fringes

SECTION 1. The wage and fringe scale for employees covered under the terms of this Agreement shall be as follows:

8/1/01 2/1/02 8/1/02 2/1/03 8/1/03 2/1/04

"A" Jy.	\$17.95	\$18.60	\$19.25	\$19.90	\$20.55	\$21.20
"A" Fm.	\$19.45	\$20.10	\$20.75	\$21.40	\$22.05	\$22.70
"A" G.Fm	\$20.20	\$20.85	\$21.50	\$22.15	\$22.80	\$23.45

Fringes

H & W	\$3.63	\$3.63	\$3.88	\$3.88	\$4.13	\$4.13
Pension	1.85	1.85	1.85	1.85	1.85	1.85
Annuity	.50	.50	.50	.75	.75	1.00
Org. Fund	.15	.15	.15	.15	.15	.15
JATT	.15	.15	.15	.15	.15	.15
MIC	.05	.05	.05	.05	.05	.05

Apprentices

First	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50
Second	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00

Fringes

H & W	\$3.63	\$3.63	\$3.88	\$3.88	\$4.13	\$4.13
JATT	.15	.15	.15	.15	.15	.15
MIC	.05	.05	.05	.05	.05	.05

Apprentices

Third	\$11.50	\$11.50	\$11.50	\$11.50	\$11.50	\$11.50
Fourth	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Fifth	\$12.50	\$12.50	\$12.50	\$12.50	\$12.50	\$12.50
Sixth	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
Seventh	\$13.50	\$13.50	\$13.50	\$13.50	\$13.50	\$13.50
Eighth	\$14.25	\$14.25	\$14.25	\$14.25	\$14.25	\$14.25
Ninth	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Tenth	\$15.10	\$15.10	\$15.10	\$15.10	\$15.10	\$15.10

	<u>8/1/01</u>	<u>2/1/02</u>	<u>8/1/02</u>	<u>2/1/03</u>	<u>8/1/03</u>	<u>2/1/04</u>
<u>Fringes</u>						
H & W	\$3.63	\$3.63	\$3.88	\$3.88	\$4.13	\$4.13
Pension	1.85	1.85	1.85	1.85	1.85	1.85
JATT	.15	.15	.15	.15	.15	.15
MIC	.05	.05	.05	.05	.05	.05
<u>Helpers</u>	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00
<u>Fringes</u>						
H & W	\$.59	\$.59	\$.59	\$.59	\$.59	\$.59
JATT	.15	.15	.15	.15	.15	.15
MIC	.05	.05	.05	.05	.05	.05

ARTICLE FOUR

Overtime

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

ARTICLE FIVE

Breaks

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

"M"
COLLECTIVE BARGAINING
AGREEMENT

Between

**United Association of Journeymen and
Apprentices of the Plumbing and Pipe
Fitting Industry of the United States
and Canada, Local Union No. 72, of
Atlanta, Georgia**

And

**Mechanical Contractors Association
of Georgia, Inc.**

August 1, 2001 - July 31, 2004

ARTICLE ONE

Recognition and Purpose

SECTION 1. This Agreement is a supplement to the Basic Collective Bargaining Agreement as negotiated by Plumbers and Pipe Fitters Local Union No. 72 and the Mechanical Contractors Association of Georgia, with the following exceptions:

ARTICLE TWO

Jurisdiction

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

ARTICLE THREE

Wages and Fringes

SECTION 1. The wage and fringe scale for employees covered under the terms of this Agreement shall be as follows:

	<u>8/1/01</u>	<u>2/1/02</u>	<u>8/1/02</u>	<u>2/1/03</u>	<u>8/1/03</u>	<u>2/1/04</u>
"M" Jy.	\$18.24	\$18.83	\$19.42	\$20.01	\$20.60	\$21.20
"M" Fm.		\$20.24	\$20.83	\$21.42	\$22.01	\$22.60
	\$23.20					
"M" G.Fm	\$21.24	\$21.83	\$22.42	\$23.01	\$23.60	\$24.20

Fringes

H & W	\$3.63	\$3.63	\$3.88	\$3.88	\$4.13	\$4.13
Pension	1.85	1.85	1.85	1.85	1.85	1.85
Annuity	.50	.50	.50	.75	.75	1.00
Org. Fund	.15	.15	.15	.15	.15	.15
JATT	.15	.15	.15	.15	.15	.15
MIC	.15	.15	.15	.15	.15	.15

Apprentices

First	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50
Second	\$11.25	\$11.25	\$11.25	\$11.25	\$11.25	\$11.25

Fringes

H & W	\$3.63	\$3.63	\$3.88	\$3.88	\$4.13	\$4.13
JATT	.15	.15	.15	.15	.15	.15
MIC	.15	.15	.15	.15	.15	.15

Apprentices

Third	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Fourth	\$12.75	\$12.75	\$12.75	\$12.75	\$12.75	\$12.75
Fifth	\$13.50	\$13.50	\$13.50	\$13.50	\$13.50	\$13.50
Sixth	\$14.25	\$14.25	\$14.25	\$14.25	\$14.25	\$14.25
Seventh	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Eighth	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75
Ninth	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50
Tenth	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00

	<u>8/1/01</u>	<u>2/1/02</u>	<u>8/1/02</u>	<u>2/1/03</u>	<u>8/1/03</u>	<u>2/1/04</u>
<u>Fringes</u>						
H & W	\$3.63	\$3.63	\$3.88	\$3.88	\$4.13	\$4.13
Pension	1.85	1.85	1.85	1.85	1.85	1.85
JATT	.15	.15	.15	.15	.15	.15
MIC	.15	.15	.15	.15	.15	.15
<u>Helpers</u>	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00
<u>Fringes</u>						
H & W	\$.59	\$.59	\$.59	\$.59	\$.59	\$.59
JATT	.15	.15	.15	.15	.15	.15
MIC	.15	.15	.15	.15	.15	.15

ARTICLE FOUR

Overtime

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

"R"
COLLECTIVE BARGAINING
AGREEMENT

Between

**United Association of Journeymen and
Apprentices of the Plumbing and Pipe
Fitting Industry of the United States
and Canada, Local Union No. 72, of
Atlanta, Georgia**

And

**Mechanical Contractors Association
of Georgia, Inc.**

August 1, 2001 - July 31, 2004

ARTICLE ONE

Recognition and Purpose

SECTION 1. This Agreement is a supplement to the Basic Collective Bargaining Agreement as negotiated by Plumbers and Pipe Fitters Local Union No. 72 and the Mechanical Contractors Association of Georgia, with the following exceptions:

ARTICLE TWO

Jurisdiction

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

ARTICLE THREE

Wages and Fringes

SECTION 1. The wage and fringe scale for employees covered under the terms of this Agreement shall be as follows:

	<u>8/1/01</u>	<u>2/1/02</u>	<u>8/1/02</u>	<u>2/1/03</u>	<u>8/1/03</u>	<u>2/1/04</u>
"R" Jy.	\$18.37	\$18.94	\$19.51	\$20.08	\$20.65	\$21.20
"R" Fm.	\$19.87	\$20.44	\$21.01	\$21.58	\$22.15	\$22.70
"R" G.Fm	\$20.62	\$21.19	\$21.76	\$22.33	\$22.90	\$23.45

The hourly rates of pay of the journeyman, foreman and general foreman for that work being performed in the Anhauser Bush Plant, Birmingham Steel, Inland Paper- (Board & Chip Plants), Metal Container, Unilever, Georgia Power Plants: Bowen & Hammond and any other industrial project mutually agreed upon between MCAG and LU 72 in Bartow and Filloyd Counties will be:

	<u>8/1/01</u>	<u>2/1/02</u>	<u>8/1/02</u>	<u>2/1/03</u>	<u>8/1/03</u>	<u>2/1/04</u>
"RI" Jy.	\$20.80	\$20.80	\$20.80	\$20.80	\$20.80	\$21.20
"RI" Fm.	\$22.30	\$22.30	\$22.30	\$22.30	\$22.30	\$22.70
"RI" G.Fm.	\$23.05	\$23.05	\$23.05	\$23.05	\$23.05	\$23.45

Fringes

H & W	\$3.63	\$3.63	\$3.88	\$3.88	\$4.13	\$4.13
Pension	1.85	1.85	1.85	1.85	1.85	1.85
Annuity	.50	.50	.50	.75	.75	1.00
Org. Fund	.15	.15	.15	.15	.15	.15
JATT	.16	.16	.16	.16	.16	.16
MIC	.05	.05	.05	.05	.05	.05

Apprentices

First	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50
Second	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00

Fringes

H & W	\$3.63	\$3.63	\$3.88	\$3.88	\$4.13	\$4.13
JATT	.16	.16	.16	.16	.16	.16
MIC	.05	.05	.05	.05	.05	.05

8/1/01 2/1/02 8/1/02 2/1/03 8/1/03 2/1/04

Apprentices

Third	\$11.50	\$11.50	\$11.50	\$11.50	\$11.50	\$11.50
Fourth	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Fifth	\$12.50	\$12.50	\$12.50	\$12.50	\$12.50	\$12.50
Sixth	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
Seventh	\$13.50	\$13.50	\$13.50	\$13.50	\$13.50	\$13.50
Eighth	\$13.90	\$13.90	\$13.90	\$13.90	\$13.90	\$13.90
Ninth	\$14.60	\$14.60	\$14.60	\$14.60	\$14.60	\$14.60
Tenth	\$14.60	\$14.60	\$14.60	\$14.60	\$14.60	\$14.60

Fringes

H & W	\$3.63	\$3.63	\$3.88	\$3.88	\$4.13	\$4.13
Pension	1.85	1.85	1.85	1.85	1.85	1.85
JATT	.16	.16	.16	.16	.16	.16
MIC	.05	.05	.05	.05	.05	.05

<u>Helpers</u>	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00
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Fringes

H & W	\$.59	\$.59	\$.59	\$.59	\$.59	\$.59
JATT	.16	.16	.16	.16	.16	.16
MIC	.05	.05	.05	.05	.05	.05

SECTION 2. Commercial wage rate to be 80% of scale.

IN WITNESS WHEREOF, the parties acting on behalf of those they represent have hereunto affixed their hands and seals this _____ day of _____, _____.

**FOR THE EMPLOYERS:
MECHANICAL CONTRACTORS
ASSOCIATION OF GEORGIA, INC.**

_____(Seal)
President/Authorized Agent

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

_____(Seal)
Business Manager/Authorized Agent

EMPLOYER (Not shown in Schedule A or B):

_____(Seal)

Company

Authorization to negotiate Collective Bargaining Agreement between Plumbers and Pipe Fitters Local Union No. 72 and the Mechanical Contractors Association of Georgia, Inc. for the year commencing August 1, 2001, and ending July 31, 2004.

SCHEDULE "A" - Mechanical Contractors Association of Georgia, Inc. members:

A Accurate Plumbing Company
Action Electrical & Mechanical Contractors
Art Plumbing Company
B & W Mechanical Contractors
Broadwater Controls, Inc.
Cleveland Mechanical Services
Consolidated Mechanical Contractors
DNS Consolidated
Alan Foster Plumbing, Inc.
Frazier Service Company
Harding Erectors, Inc.
Inglett & Stubbs, Inc.
C. Ingram Company
JMT Mechanical Contractors, Inc.
John J. Kirlin, Inc.
Mallory & Evans, Inc.
Mann Mechanical Company
Maxair, Inc.
McKenney's, Inc.
Mechanical Associates, Inc.
Muns Welding & Mechanical, Inc.
Peachtree Mechanical, Inc.
Performance Mechanical Contractors
Player and Company
R & B Mechanical Company, Inc.
Specialty Mechanical Services, Inc.

Stallworth Mechanical Contractors
Tenant Mechanical, Inc.
J. S. Thomas Company, Inc.
Thomas HV/AC Contracting, Inc.
W. B. Wallis & Company
York International Corporation

SCHEDULE "B" - Firms having given Mechanical Contractors Association of Georgia, Inc. bargaining rights who are not members of the Mechanical Contractors Association of Georgia, Inc.:

Atlanta Steel Erectors, Inc.
Building Environmental Systems Services, Inc.
Conditioned Air Engineers, Inc.
K & B Mechanical Contractors
Mechanical Services, Inc.
Ragan Mechanical Contractors, Inc.
Raymond Services, Inc.
Sims Heating & Air Conditioning

CONTROL AGREEMENT

THE FOLLOWING SECTION was negotiated independently between the Pneumatic Control companies and Local Union No. 72, representing the control fitters. This item is not a negotiable item between the Union and the Mechanical Contractors Association of Georgia, Inc.

ARTICLE ONE

Transportation

SECTION 1. Mechanics or apprentices in the employ of control companies may, at the option of the company:

- A.** Be furnished with a company vehicle or,
- B.** When authorized by the company to use his/her personal vehicle, be paid twenty-nine cents (\$.29) per mile for one dollar (\$1.00) per gallon gasoline. An additional one cent (\$.01) adjustment per mile shall be made for each twelve cent (\$.12) increase or decrease in the cost of gasoline as obtained from the AAA on the first of each month. When authorized by the company to use his/her personal vehicle to transport any company owned tools and equipment (weighing up to, but not more than

fifty (50) pounds), the person will be paid \$5.50 extra for that day.

- C. When a person is assigned to work on any project in any one day, they will report to that project at their own expense, provided the project is within fifty (50) mile radius from Atlanta City Hall. Should they be assigned to a second job on a given day, they will be compensated in accord with paragraph B, above.
- D. All mileage payments will be made on the basis of actual miles traveled, using shortest route.

SECTION 2. The company may not change between methods in Section 1 for any individual employee more than once a year.

ARTICLE TWO

Per Diem

SECTION 1. Mechanics in the employ of a control company shall receive actual expenses incurred for room and board when authorized by the company to live away from home.

ARTICLE THREE

Travel Time

SECTION 1. On jobs within fifty (50) mile radius of Atlanta City Hall, each person shall report on their own time.

SECTION 2. All travel time incurred outside a fifty (50) mile radius shall be paid at straight time rate and computed on that portion of travel outside the fifty (50) mile radius from Atlanta City Hall.

This Agreement expires July 31, 2004.

Authorized Agent

Authorized Agent, Local #72

Date