

**JOINT AGREEMENT
By and Between**

**Colorado Chapter Refrigeration and
Air Conditioning Contractors Association**

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and

Pipe Fitters Local Union No. 208

Covering Refrigeration, Heating and
Air Conditioning and
Mechanical Equipment Service and Maintenance
6350 Broadway
Denver CO 80216
(o)303-428-4380 (fax) 303-428-2831

Original Contract Effective May 1, 1957

**Revised
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Through May 31, 2009**

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THIS AGREEMENT includes any and all supplements separately or otherwise negotiated and is entered into by and between Pipe Fitters Local Union #208 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada (AFL-CIO) hereinafter called "UNION," and the Members of the Colorado Chapter of Refrigeration Air Conditioning Contractors Association hereinafter called "RACCA" and in behalf of all other contractors in the refrigeration and air conditioning business who become signatory to this Agreement. The Union shall provide the Refrigeration and Air Conditioning Contractors Association a copy of the Employer Information Sheet for each employer not a member of the Association who accepts or otherwise becomes bound to this Joint Agreement.

THIS AGREEMENT is designed to make the Employer competitive with the non-union segment of the industry. This will create a larger business volume for the Employer and provide more work hours for members of the Union. This to be accomplished through a creative wage and working conditions package plus providing opportunities for the employers to improve their management and marketing skills.

In order to accomplish these goals and to facilitate the administration of the Agreement, it's signing by an employer shall bind said employer to all terms of the contract including, but not limited to, the assignment of bargaining rights to RACCA and to membership in RACCA.

WITNESSETH:

Article I PURPOSE

Section 1. All terminology found herein is for the purpose of establishing an agreement understandable to the trades and crafts represented and shall not be construed to be a reference to gender.

The intent in using the words Journeyman, Pipetradesman, Foreman, manpower, workmen, etc., is for establishing a descriptive class of persons or items and not intended to specify a particular sex; in conformity with Article XXIV, Section I of this Agreement.

Section 2. The parties hereto desire to stabilize employment in the Refrigeration Industry, agree upon wage rates and conditions of employment, and do away with strikes, boycotts, lockouts and stoppage of work.

Section 3. The Union, as the authorized agent of the employees hereinafter designated, and the Refrigeration Contractor sign this Agreement in respect to all matters set forth in this Agreement; and the provisions of this Agreement shall be binding upon both parties in Denver, Colorado and Such other territory as comes under the jurisdiction of Local No. 208.

(1)

Article II
APPROPRIATE BARGAINING UNIT

Section 1. The terms and conditions of this Agreement shall apply to any classification of refrigeration journeymen, apprentices and pipetradesmen, as herein after defined, employed by this Refrigeration Contractor.

Section 2. The terms and conditions of this Agreement shall not apply to any other employees except those doing work coming under the jurisdiction of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry.

Article III
TERRITORIAL SCOPE OF AGREEMENT

Section 1. The area in which this Agreement shall apply shall include: Adams, Arapahoe, Clear Creek, Denver, Gilpin, Grand, Jackson, Lake, Larimer, Logan, Morgan, Phillips, Sedgwick, Summit, Washington, Weld, Yuma and those portions of the following counties are designated on map: Broomfield, Boulder, Douglas, Elbert, Eagle, Jefferson, Kit Carson, Lincoln and Park. Also such other territory as may be added to the jurisdiction of Local Union No. 208 by the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada. All questions relating to the geographical territory and trade jurisdiction of the union shall be decided by the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada.

Article IV
WORK ASSIGNMENT AND JOB CLASSIFICATION

Section 1. Work of the following types shall be deemed to come under the jurisdiction of the Union:

- (A) All piping, setting and hanging of all fixtures for air conditioning, heating, cooling, refrigeration, ice-making, humidifying by any method, and energy management to included, but not limited to solar heating and cooling, heat/cool reclaim and all controls for aforementioned items, and the charging, testing, balancing, and servicing of all such work after completion.
- (B) The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduits, boxes and all electrical up to 48v.
- (C) All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints, or any other mode or method of making joints in connection with the pipe fitting industry.

(2)

- (D) Laying out, cutting, bending and fabricating of all pipe of every description, by whatever mode or method.
- (E) All method of stress relieving of all pipe joints make by every mode or method.
- (F) The assembling and erecting of tanks used for mechanical, manufacturing, or industrial purposes, to be assembled with bolts, packed or welded joints.
- (G) The handling and using of all tools and equipment that may be necessary for the erection and installation of all works and materials covered in this agreement.
- (H) The operation, maintenance, repairing, servicing, balancing and dismantling of all work by employees covered by this agreement and other related systems.
- (I) All piping for captured waters, water tanks, cooling towers and spray ponds, used for condensers serving refrigerated air conditioning. All piping connected with direct cooling systems.
- (J) Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, wood, or any other kind of materials or product manufactured into pipe, useable in the pipe fitting industry regardless of size or shape.
- (K) This contract covers any work the employer may perform for a customer.

Article V DEFINITIONS

Section 1. Journeymen are employees who have been actually engaged in learning and working in the trade covered by this Agreement for a period of five (5) years or more and have proven their ability through the Refrigeration Contractor to perform any and all mechanical work on equipment or systems covered by this Agreement.

Section 2. An Apprentice is a person who is engaged in learning and assisting in the work covered in this agreement and who does not qualify as a journeyman as set forth in Section 1 above.

Section 3. A Pipetradesman is an employee who does not have all the skills of a full journeyman. He may be assigned to perform any work for which he is qualified, in the opinion of the employer. Pipetradesmen shall be primarily used for performing work which does not require all of the skills of a Journeymen. However, the Pipetradesman may be assigned to perform any work for which he is qualified under the direction of a Journeyman.

(3)

Section 4. EMPLOYER QUALIFICATIONS

- (A) Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an employer in the Piping Industry. Therefore, an employer who contracts for pipefitting work is a person, firm or corporation who possesses all legally required licenses as a pipefitting contractor and who further maintains a permanent place of business in a suitable commercial building in a recognized business location and area, and a suitable financial status to meet payroll and fund contributions, reporting and financial responsibility of this Agreement and related trusts and to employ not less than one journeymen continuously. Application of the provisions applying to suitable commercial building, should take place only after the new company has hired its first union employee with a referral slip from the union. A new firm should have three months from the time it hires its first union employee, until it must abide by the terms requiring suitable commercial building.
- (B) Each such employer shall also mark all company trucks with a company sign. Said company sign shall cover an area not less than 144 square inches in size.
- (C) In no case shall more than one members of partnership, firm, corporation, or association be permitted to work under the terms of this agreement. In every case the working member of a partnership, firm, corporation, or association must be listed with the Local Union and be governed by all the terms of this Agreement.
- (D) When work is performed by a members of a partnership, firm, corporation, or association outside the work week (as set forth in this Agreement) said members shall be accompanied by a journeymen.
- (E) All conditions set for the in the first paragraph of this section shall be adhered to and no member of a partnership, firm, corporation, or association shall be permitted to work with the tools when more than four Pipefitters are employed. Pipefitters shall include general foremen, foremen, journeymen, apprentices and Pipetradesmen or any other classification coming under this agreement.
- (F) Employees referred by the Union shall not exercise a supervisory license or certificate or its equivalent for or in behalf of any person, firm or corporation for whom said member or employee has worked for less than one year.
- (G) Employer and Employee shall not enter into any financial arrangement not covered by this Agreement.

(4)

(H) The Employers, as individual employers or as an association group, shall endeavor to obtain work covered by this agreement that is performed or could be performed by other than employees of this agreement.

Article VI
RECOGNITION OF THE RIGHTS OF THE UNION AND THE
REFRIGERATION CONTRACTOR

Section 1. (A) The refrigeration Contractor and its authorized agents recognized the Union as the sole collective bargaining agency for all employees as above defined with respect to all matters covered by the terms of this contract.

(B) The union hereby recognizes RACCA as the sole and exclusive bargaining representative for all contractors signatory to this agreement.

Section 2. The management of the Employer's business including but not limited to the direction of the working force, the right to hire, to plan, direct, control and schedule all operations (including the scheduling of the work force), the right to establish, eliminate, change or introduce new or improved methods, machinery, quality standards, or facilities is the sole and exclusive prerogative and responsibility of the Employer. All rights not specifically nullified by this Agreement are retained by the Employer. The Employer is vested with the right to relieve employees from duty because of lack of work or other legitimate reasons, to promote, suspend, demote, transfer, discipline, or discharge for cause in line with this Agreement.

Section 3. No person shall interfere with employees during working hours. The official business agents of the Union may consult only with the person in charge or steward on the job or shop, designated for that purpose during working hours.

Section 4. An official business agent or any other union representative must notify a refrigeration contractor before going out to a job, where the refrigeration contractor is known to be working.

Section 5. The parties recognize and agree that this is a Section 9 (29 U.S.C. S159) Voluntary Recognition Agreement and that Pipe Fitters Local Union No. 208 represents a majority of the employees in the classifications covered by this Agreement. The Employer recognizes Pipe Fitters Local Union No. 208 as the sole and exclusive representative of all employees covered by this Agreement in all matters pertaining to wages, hours and benefits including terms and conditions of employment wherever such employees may be employed in the classifications listed in this Agreement for the durations of this Agreement.

Section 6. No Employer, party to this Agreement, shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other Employers signatory to the local agreement employing members of the Union parties hereto performing like work in the same jurisdiction. In the event such a contract should be written, the terms and conditions considered to be more favorable shall become part of this Agreement at the option of the Employer.

Article VII WAGES, HOURS AND OVERTIME

Section 1. (A) The basic wage rate for Journeymen, Foreman, General Foreman, Apprentice and Pipe Tradesman shall be as specified in the Wage/Fringe Table in the front of this Agreement.

(B) Pipetrademan: The basic wage rate for Pipetrademan shall be not less than 30% nor more than 80% of the Journeymen's basic wage rate, as determined by the Employer.

The Employer shall make contributions to the Pipe Industry Insurance Fund, Certified Journeyman Training Fund and Service Industry Fund for each hour worked by each Pipetrademan in accordance with this Agreement. The employer shall not be required to contribute to any other employee benefit fund for hours worked by Pipetrademen.

The Employer's reports to the administrator of the Colorado Pipe Industry Employee Benefit Funds shall disclose which employees are Pipetrademen.

(C) The contributions to the Colorado Pipe Industry Funds, as defined in Article XXII below shall be as specified in the Wage/Fringe Table in the front of this Agreement.

Note: Refer Service Industry, Article XXVII, page 34

Section 2. Overtime.

- (A) Expanded work hours will be allowed between 6:00 A.M. and 8:00 P.M. upon mutual agreement between the contractor and the business manager. This is for eight (8) continuous hours with one-half (1/2) hour for lunch.
- (B) All work performed in excess of eight (8) hours, Monday through Friday, and all hours worked on Saturday, shall be paid at one and one-half (1 1/2) times the straight time rate. All work performed on Sunday and holidays, shall be paid at two (2) times the straight time rate.

- (C) Pay day may be once each week within 5 days following the end of the weekly pay roll period. Employees are to be paid at the option of the employer in cash or negotiable pay roll check or by direct deposit provided direct deposit is mutually agreeable with the employer and the employee before the end of their regular shift. When an employee voluntarily leaves or is discharged for cause, wages will be paid within twenty-four (24) hours. Check cashing policy to be established with local bank facilities.
- (D) When employees are terminated they shall be issued 2 copies of their termination slips.
- (E) When journeymen are directed to be on stand by, they will be provided with a paging device or call in procedure. The journeyman will be guaranteed one hour's pay at the applicable overtime rate over and above hours worked on Saturday, Sunday and holidays at the negotiated rate of pay plus fringe benefits.

**Article VIII
HOLIDAYS**

Section 1. Holidays shall consist of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event a named Holiday shall fall on a Saturday or Sunday it will be recognized on the respective Friday or Monday and shall, if worked, be paid for at double the hourly wage rate. When possible, the observance of a Holiday listed above shall coincide with the observance of holidays as set forth in Executive Order No. 11582 dated February 11, 1971.

**Article IX
RULES GOVERNING SHIFT DIFFERENTIALS**

Section 1. Shift Work

(A) On any project where the employer chooses to work additional shifts, the following shift differential shall be paid. Not less than (5) consecutive working days will be required to constitute shift work.

1. 8-hour Swing Shift – 15% of the basic wage rate as defined in Article VII, Section 1 (A), excluding half hour lunch period.
2. 8-hour Graveyard Shift – 15% of the basic wage rate as defined in Article VII, Section 1 (A), including 20 minutes paid lunch time.

(B) Shift Descriptions.

1. Swing Shift – any shift not exceeding 8 hours plus a 30 minute lunch period starting after 3:00 P.M. and ending before 1:00 A.M. the following day.

2. Graveyard Shift – any shift not exceeding 8 hours, including a 20minute lunch period, starting after 11:00 P.M. and ending before 8:00 A.M. the following day.

(C) Any shift starting on Saturday, Sunday or a Holiday shall be paid the overtime premium as defined in Article VII Section 2, plus the 15% shift differential as defined in this Section.

(D) A shift may be structured with any number of persons as long as supervisory formula applies. This shift may start after 4:00 P.M. any day and does not require any number of continuous consecutive days. The normal 24 hour day period shall be from 12 Midnight to the following 12 Midnight.

Section 2. TEMPORARY SHIFT WORK – The National Board for Jurisdictional Awards rendered a decision on Temporary Heat on August 3, 1923. This decision on joint review at Pittsburgh, Pa., by representatives of the Employer's National Association and the Union's United Association established a Standard Plan adopted February 9, 1924, and identified as the Pittsburgh Decision on Temporary Heating.

Section 3. TEMPORARY HEATING – The National board for Jurisdictional Awards rendered a decision on Temporary Heat on August 3, 1923. This decision on joint review at Pittsburgh, Pa., by representatives of the employer's National Association and the Union's United Association established a Standard Plan adopted February 9, 1924, and identified as the Pittsburgh Decision on Temporary Heating.

The said Pittsburgh Decision is hereby adopted and incorporated herein by reference and shall govern as to rates of pay for shift time on Temporary Heating.

For the purposes of more clearly understanding the application of the rules relating to temporary heating, the following conditions shall apply:

(1) The use and operation of a heating plant or heating system for temporary heating during installation and prior to completion or acceptance by the owner, shall be under the control and jurisdiction of the employer, and shall be operated by journeymen pipe fitters, subject, however, to the following provisions:

(A) If during the course of construction and prior to acceptance by the owner, request is made by the owner to use and operate the heating plant or system for temporary heating, such request may be granted by the employer only after the permanent mains, arms and risers have been installed and a general test has been made, and provided further that the owner shall, by written instrument, assume full responsibility for such use and operation, relieve the employer of all liability, and shall state in said instrument that the owners will use their own regular operating force.

A copy of the aforesaid instrument shall be delivered in person or by registered mail to the Refrigeration Industry Joint Arbitration Board by the Employer subject to this Agreement.

- (B) Should the owner request the employer to furnish temporary heat and continue to assume responsibility for the heating plant or system, then journeymen pipe fitters shall be employed in its operation regardless of whether or not the plan or system requires the firing of a boiler.
 - (C) When journeymen pipe fitters are so employed by the employer, and the time of such employment extends beyond a period of seven consecutive days, then such employment shall come under the temporary heat shift time agreement, and the wages paid to journeymen pipe fitters shall be the regular straight time rate for any work performed out of each twenty-four (24) hours of any working day, including Saturday and Sunday, excepting holidays which shall be double the regular rate, provided further, that not less than two full time shifts of eight hours, and the starting and quitting time of the second shift may be at any hour except between the hours of 12:00 midnight and 6:00 A.M.
 - (D) Where the Federal "Fair Labor Standards Act" applies to employment under this section, one and one-half (1 ½) times the regular straight time wages shall be paid for all hours worked in excess of forty (40) hours in one week.
 - (E) The starting time is to be at any hour except between the hours of 12:00 midnight and 6:00 A.M.
 - (F) The foregoing provisions shall refer only to buildings with a total final connected load of the equivalent of two thousand, five hundred (2,500) square feet of equivalent direct radiation may, at the option of the employer, be turned over to the owner for use and operation, provided that the owner, by written instrument, assumes full responsibility for such use and operation, and relieves the employer of all liability.
- (2) The heating systems referred to in this Agreement include:
- (A) Steam boilers operated at pressures up to fifteen (15) pounds per square inch and all hot water heating boilers.
 - (B) All steam heating systems using steam from any source whatsoever.
 - (C) All hot water heating systems operated by forced or gravity circulation, using hot water from any source whatsoever.

- (D) All direct-fired heating units which constitute the permanent heating system.
- (3) Heating systems without central plant shall be operated for temporary heat on an interrupted watch basis. Interrupted watch shall mean not less than 2 consecutive hours per shift by journeymen pipe fitters and shall be required for operation of the system primarily known as "heat exchanged circulating pump and baseboard radiation". Rate of pay shall be as required by the Fair Labor Standards Act.
- (4) The use and operation of an air conditioning plant or air conditioning system for temporary air conditioning during installation and prior to completion or acceptance by the owner, shall be under the control and jurisdiction of the employer and shall be operated by journeymen pipe fitters under the same conditions as provided for under this section entitled, "Shift Time – Temporary Heating".

Section 4. Permanent Shift Work Conditions

- (A) For plants, complex and/or project, a four cycle shift system may be operated when work is performed on a seven (7) day continuing basis. The names of those persons employed on permanent shifts will be published, showing shift rotation and the working shift or day off for each person for a period of at least three (3) months.
- (B) The shift rate premium for the second shift shall not exceed 10% of the first shift rate and the shift premium rate premium for the third shift shall not exceed 15% of the first shift rate.
- (C) The standard work day under permanent shift working conditions shall be eight (8) hours of continuous employment, including a one-half (1/2) hour paid lunch period. Forty (40) hours per week shall constitute a week's work. All time worked in excess of eight (8) hours per day and all time worked on either one of the two scheduled off days shall be paid for at a rate not to exceed time and one-half.

Article X TRANSPORTATION, TRAVELING EXPENSES AND SUBSISTENCE

Section 1. Combined Subsistence and Travel Allowance

- (A) Employees, when directed by their employer to use personal transportation to report to more than one job site on new construction within the working day, shall receive travel expenses of forty (40) cents per mile traveled between job sites.
- (B) Employees, when working outside the territorial jurisdiction of Local Union No.

208, or outside free zone, shall at the option of the Refrigeration Contractor, board at the place where their work is located, or go to and from their home daily.

- (C) On all work outside the territorial jurisdiction of Local Union No. 208, or outside free zone, the Refrigeration Contractor will pay transportation to and from the installation point once per week, and the Refrigeration Contractor will pay living expenses up to twenty-five dollars (\$25) per day, plus lodging to the employee which will be substantiated by receipts.
- (D) TRAVEL CARD DUES AND ASSESSMENTS. The employee shall be reimbursed up to the amount of \$35.00 a month to cover the cost of dues and assessments when working in another local union's jurisdiction. All claims made shall be supported by receipts.
- (E) All travel time, in excess of reasonable commuting time, before and after an employee's normal work hours shall be paid for at the basic hourly straight time rate, without any fringe fund contributions 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 50 mile radius of Colfax and Broadway Streets, (Including cities of Ft. Collins and Colorado Springs within city limits only). The same 50 mile radius shall apply to any shop or branch shop dispatching employees from that address outside the Denver Metro Area.

Men referred to jobs shall report to a location designated by the employer. When requested to stay away from home overnight the men shall be reimbursed for meals and lodging at reasonable rates which, when not previously established, will be substantiated by receipts.

It is the intent of this paragraph that the Employer shall provide the employees with a company vehicle when necessary in the performance of his duty. However, employees covered by this agreement are permitted, on a temporary basis, 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 40 cents per mile for the use of their automobile.

- (F) PARKING PAY – Parking charges for company vehicles while on company business shall be paid by the employer. Parking charges for employee owned vehicles while on company business, excluding construction work, shall be paid by the employer.

Article XI
APPRENTICE AND JOURNEYMEN

Section I

Section 1 – The responsibility of promoting and administering an Apprenticeship and Journeyman Training Program and adoption of "National Apprenticeship Standards," shall be vested in a Denver Pipe Fitter Joint Apprenticeship and Journeymen Committee consisting of an equal number of Employers and Journeymen, appointed by and between the Refrigeration and Air Conditioning Contractors Association of Colorado and Pipe Fitters Local Union No. 208, each of which is hereby vested with the necessary authority to accomplish the objective with which it is charged.

Section 2 – The Refrigeration Industry Joint Arbitration Board shall work as a sub-committee with the Denver Pipe Fitters Joint Apprenticeship and Journeymen Committee to further training in the refrigeration industry.

Section 3 – The joint Apprenticeship and Journeymen Committee shall assign an "Anniversary Date" to each Apprentice Pipe Fitter, concurrent with the date of their indenture.

Rules Governing Employment of Apprentices

Section 4 – Employers who employ one Journeymen the major portion of the year, shall be entitled to one indentured Apprentice. No Journeymen shall work with or receive the assistance of more than one Apprentice. For each additional four Journeymen, the major portion of the year, they shall be entitled to employ one additional indentured Apprentice. For service work only, for each additional two journeymen the major portion of the year, they shall be entitled to employ one additional indentured Apprentice. The Joint Apprenticeship and Journeymen Committee may assign additional indentured apprentices in keeping with the above ratio when there are indentured apprentices unemployed. Recognizing that the respective Joint Apprenticeship and Journeymen Committee may be faced with special circumstances concerning Apprenticeship not specifically covered by this Agreement, the respective Joint Committee is empowered to resolve the specific problem by unanimous vote of the full Joint Committee.

Section 5 – Apprentices may work alone during their 4th year on a job under the supervision of a journeyman except where otherwise defined.

Section 6 – The Apprentice wage rate shall be determined on a percentage basis, relative to the basic wage rate of Journeyman as specified in the Wage/fringe Table in the front of this Agreement.

Section 7 – (A) Apprentice Pipe Fitters who are employed and registered with the respective Joint Apprenticeship and Journeymen Committees, shall receive the increase specified at the end of the first six months automatically and without examination, unless determined by the Employer or the Joint Apprenticeship and Journeymen Committee that the Apprentice Pipe Fitter is not suited for the Industry and should not be continued in training.

(B) Any Apprentice Pipe Fitter employed and indentured as required by this Agreement shall receive, be covered by and be subject to all the provisions hereof. The percentage applied to the basic wage rate, in accord with Section 6, shall not apply to contributions to the Pipe Industry Funds specified in Article XXII.

(C) In order to qualify for the above wage increase, the Apprentice Pipe Fitter shall be required to take an examination or test, and to pass the same satisfactory grade to be established by the respective Joint Apprenticeship and Journeymen Committee. The examination for each respective training periods starts with the first examination occurring at the end of the 2nd 6 months period, and each year thereafter.

(D) The Apprentice Pipe Fitters shall automatically receive the increase in the percentage of the basic wage rate for which they become entitled, as above set forth in Section 7 (A), on the anniversary date of their indenture. They shall continue to receive the respective percentage of the basic wage rate as above set forth for this for this respective period of training, until, beginning with the first examination occurring after certification for increase to the respecting training period. After passing said examination for that respective training period, Apprentice Pipe Fitters shall then and not otherwise, be qualified and eligible for certification by the respective Joint Apprenticeship and Journeymen Committee for their increase on their anniversary date in the percentage of the basic wage rate for the next higher training period, and they shall remain in each successive training period until they take and pass the examination as above required.

(E) Apprentices shall be afforded the full hourly fringe contributions as set forth in this Agreement (see exceptions on Wage/Fringe Table in front of this Agreement.)

(F) Applications for Apprenticeship Training shall be open a minimum of once each year on such dates as may be determined by the respective Joint Apprenticeship and Journeymen Committees.

Section 8 – The duties of Apprentice Pipe Fitter, shall comprise the acquisition of knowledge, skill and judgment by attending and working at a legally approved course of apprenticeship training under proper indenturing procedures as required by the Bureau of Apprenticeship and Training, U.S. Department of Labor Laws and regulations relating

thereto, to fit himself for the work of a Journeyman Pipe Fitter as described in Article IV, Section 1, hereof, by working with a qualified Journeymen for the prescribed number of hours on each of the prescribed sections or categories of the work described in Section 1 hereof, and the attending of the prescribed courses and the passing of the required examinations for the prescribed courses of instruction as set forth by the Denver Pipe Fitter Joint Apprenticeship and Journeymen Committee or such other course of instruction or tests as shall be prescribed by the Denver Pipe Fitter Joint Apprenticeship and Journeymen Committee in accordance with the provisions of this article.

Section 9 - In no case shall the Joint Apprenticeship Committee rotate or move an apprentice from any shop without consent of all parties involved without providing a hearing before the Joint Apprenticeship Committee.

Section 10 – Apprenticeship working rules and conditions of employment shall be determined by the Joint Committee hereinafter defined.

Section II

Upon obtaining pre-approval from the Training Coordinator and/or the Apprenticeship Committee, the Apprentice Pipe Fitter in his or her 5th year of training may be afforded the opportunity to participate in the Certified Training Program. On the anniversary date of their indenture, having met all the requirements of the Joint Apprenticeship and Journeymen Committee and attained 60 hours of certified training, the Apprentice will be eligible for Level I wages and fringes.

Article XII CERTIFIED JOURNEYMEN

(Certified Journeymen Wage: Wage/Fringe
Table in front of this Agreement)

1. Level I, requires 60 hours training the 1st year. Effective June 1, 2005, in the 2004/2005 school year, all journeymen enrolled in the Certified Journeyman Program, in addition to attending 60 hours of training, will be required to take an examination and pass with a minimum score of 70%, prior to attaining Level I Certification.
2. Level II, requires 60 hours additional training during the 2nd year. Effective June 1, 2005, in the 2004/2005 school year, all journeymen enrolled in the Certified Journeyman Program, in addition to attending 60 hours of training, will be required to take an examination and pass with a minimum score of 70% prior to attaining Level II Certification.

3. Level III, requires 60 hours additional training during the 3rd year. Effective June 1, 2005, in the 2004/2005 school year, all journeymen enrolled in the Certified Journeymen Program, in addition to attending 60 hours of training, will be required to take an examination and pass with a minimum score of 70% prior to attaining Level III Certification.
4. Thirty (30) hours per year additional training are required to maintain any level. Failure to do so will result in loss of one level of certification per year.
5. Committee to be formed with an equal number of members from RACCA Contractors Association and From Local Union #208 members working under the RACCA agreement.
6. Committee to be under direction of, and a sub-committee of, the Standing Committee. The committee will be answerable to the Denver Pipe Fitters JATC for allocation of funds.
7. Separate accountings within the existing JATC Trust Fund will be established for this activity and will be set up separate from the Apprenticeship Fund.
8. Committee will set up classes to be offered plus guidelines for class attendance and credit hours. The committee will be in charge of determining the direction the program will take during the life of the program.

Article XII
GRIEVANCE PROCEDURE – ARBITRATION PROCEDURE –
JOINT COMMITTEE - SUBSTANCE ABUSE

Section 1 – Grievance Procedure

No later than two (2) working days after an alleged violation of the Agreement, the following steps will be followed:

Step 1: The grievant shall notify the foreman or steward and foreman on the job site to resolve the dispute.

Step 2: If the dispute is not resolved in ten (10) working days after Step 1, the grievance will be submitted in writing to the Union to resolve the dispute.

Step 3: If the dispute is not resolved in ten (10) working days after Step 2, the grievance is submitted to the Joint Arbitration Board as described below.

Section 2 – Arbitration Procedure

- (A) The Employers shall be represented by a committee of three (3) and the Unions shall be represented by a committee of three (3) who shall act as a Refrigeration Industry Joint Arbitration Board. This Board is to be clothed with full authority to act for their respective parties in all matters pertaining to this Agreement. This Joint Board shall meet at least once each quarter or as often as it is necessary to carry out the intent and purpose of this Agreement.
- (B) In the event that any grievance, controversy, disagreement or dispute arises during the term of this Agreement which cannot be settled by the Refrigeration Industry Joint Arbitration Board, by reason of a tie vote, or for any other reason, then any party to this Agreement, or any aggrieved employees through their Union or any aggrieved employer shall have the right to submit the names of three (3) qualified persons to act as impartial arbitrator. When said list has been presented to representatives of the parties hereto, each shall have the choice of alternately rejecting the names of one of these three persons, with the order of choice being determined by lot, and the remaining, or third person shall be selected as the arbitrator within twenty-four (24) hours after submission of said list.
- (C) The arbitrators decision shall be final and binding on both parties. It is specifically agreed that the terms and conditions of this Agreement shall be binding upon the Refrigeration Industry Joint Arbitration Board and/or the impartial arbitrator and that neither shall have authority to alter, amend or revise the wages, hours, and other conditions set forth herein, it being the intent that such board and/or arbitrator's authority and decision shall be within the scope and limited to the application of terms and conditions set forth herein.
- (D) The parties hereto agree that a decision rendered by a majority of the Refrigeration Industry Joint Arbitration Board and/or the impartial arbitrator shall be final and binding upon them. There shall be no stoppage of work by strike, or lockout during arbitration. The expenses of said arbitration shall be shared equally by the parties involved in said grievance, controversy, disagreement or dispute.

Section 3. Joint Committee.

The Industry Joint Arbitration Board will act as, or appoint a Labor/Management Standing Committee, which will meet on a regular basis to review this agreement in relation to industry trends. In the event that the Committee determines that the

interests of employees and employers in the industry will be served by modifying, adjusting or revising the limitations contained in this Agreement, it shall have authority to make such modifications, adjustment, and/or revisions as it determines will best serve the interests of employers and employees.

Section 4. Substance Abuse.

There is in existence a Substance Abuse Policy which has been agreed to between The Colorado Chapter Refrigeration and Air Conditioning Contractors Association and Pipe Fitters Local Union 208. This policy is not part of this Agreement, however, only this policy can be individually adopted by any Employer signatory to this Agreement, who wishes to have a Substance Abuse Policy. The Business Manager will be allowed to act on an individual job basis to allow work under an agreement presented by a third party owner or contractor.

**Article XIV
WORK STOPPAGE**

Neither the Union or any of the employees covered by this agreement will collectively, concertedly or individually induce, engage or participate, directly or indirectly, in any strike, picketing, slowdown, stoppage or other curtailment or interference with the Employer's operations, or interference with the flow of materials or persons in or out of places where the Employer is doing business. The Union agrees to exert every effort through its local officers and representatives to end any unauthorized interruption of work. The Employer will not lock out any of the employees covered by this Agreement.

The elimination of a strike caused by an impasse of negotiations at the time a current Collective Bargaining Contract has expired is not included above. An individual's rights shall not be in jeopardy by any language in this Article.

**Article XV
JURISDICTION**

Section 1. This Agreement shall apply to building constructions, heavy construction, highway construction and the repair, alteration, modification, servicing and maintenance thereof.

Section 2. All jurisdictional disputes between or among any building and construction trades unions affiliated with a national or international union that is a member of the Building and Construction Trades Department (AFL-CIO), an any employers that are parties to or have adopted or have worked under this Agreement, shall be settled or

adjusted according the present plan established by the Building and Construction Trades Department (Plan for National Joint Board for Settlement of Jurisdictional Disputes in the Building and Construction Industry) or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department or any other acceptable procedures.

Section 3. Decisions rendered shall be final, binding and conclusive on employers that are parties to or have adopted this agreement and on all unions affiliated with a national or international union that is a member of the Building and Construction Trades Department, whether or not parties of this Agreement.

Section 4. This article shall apply to any and all jurisdictional disputes, between or among unions affiliated with the Building and Construction Trades Department, on all work covered by this Agreement and related work performed by the employer whether or not the unions involved in the jurisdictional dispute have any members employed by the employer and whether or not the unions involved are in agreement with the employer.

Article XVI WORKING RULES

Section 1. (A) Employees covered by this Agreement may be required to furnish their own hand tools. No such tools shall exceed 14 inches in length. The employer's responsibility governs only those tools mutually agreed on by the parties signatory to this Agreement. Pipe threading and pipe cutting tools, vises, welding torches, power tools and instruments for measuring temperatures, pressure, air velocities, voltage, amperages, etc. shall not be deemed hand tools and shall be furnished by the employer. Tools supplied by the Employee, which are listed on a mutually agreed to list, which are broken or damaged or stolen, shall be repaired or replaced by the Employer. A copy of the list is to be supplied by the Employee. Employees shall be responsible for tools, equipment, vehicles, instruments, etc. supplied by the Employer, provided mutual security arrangements are made in the form of locked tool boxes, etc. Establishment of carelessness or negligence on the part of the Employee shall make the Employee liable for replacement of lost or stolen tools. The security and control of tools shall be effected by both labor and management to reduce loss of tools.

(B) There shall be no restriction of the use of machinery, tools or appliances when operated by employees covered by this Agreement.

(C) There shall be no restriction of the use of raw or manufactured material, except prison made.

- (D) On all work within the jurisdiction as described in Article IV herein, all welding shall be done by qualified pipe fitters and apprentices and any and all joints fabricated by any method.
- (E) The abandonment of work by any member, or members of the Union without immediately notifying the office of the Employer, and the office of the Union upon any job belonging to the Refrigeration Contractor shall be considered a misdemeanor.
- (F) Any case of a misdemeanor upon the part of the employers or employees during the discharge of their duties as contractor or refrigeration mechanics can be recognized as a grievance, and may be brought before the Refrigeration Industry Joint Arbitration Board, by either party to this agreement, as herein provided for.
- (G) No journeymen or apprentice shall be required to furnish personal tools to other than themselves.
- (H) Workmen shall perform all refrigeration work in a safe and workmanlike manner and in accordance with applicable code and contract specifications.
- (I) Journeymen shall be required to make corrections of improper workmanship on new installations for which they are responsible, subject to the Refrigeration Industry Joint Arbitration Board's decision unless errors were made by orders of the employer or the employer's representative.
- (J) In the event of damage or loss to the employer on the part of the Journeyman, the Refrigeration Industry Joint Arbitration Board's decision shall be binding.
- (K) There shall be no objection for employees having a ten (10) minute break in the A.M., and a ten (10) minute break in the P.M., providing they do not leave their immediate work area unless otherwise mutually agreed upon by employer and union. This provision would also constitute two (2) ten (10) minute breaks per shift when the employee is on shift work.
- (L) When an employee is required to work three (3) hours overtime or more, beyond the eight (8) hour shift, the Employer shall furnish a free meal after two (2) hours on the Employer's time and every four (4) hours thereafter on one job.
- (M) Stewards shall be working employees appointed by the business manager, who shall in addition to their work as journeymen, be permitted to perform during working hours such of their duties as cannot be performed at any other time.
- (N) The Local Union Business Manager shall notify the contractor whenever possible

when appointing a Steward or making a change in appointments on any project.

(O) Employers shall notify the Local Union of their intention to discharge a Steward, unless the said discharge is for cause. This notice shall be given not less than twenty-four (24) hours prior to the effective time of the discharge.

(P) Each employer may employ two (2) pipetrademen for every one (1) journeymen who are in his employment, provided that at no time shall the total number of pipetrademen employed by all employers under RACCA Agreement exceed 30% of the total number of journeymen then working under this Agreement.

The responsibility for hiring, laying off, and discharging pipetrademen and for determining their wage rates shall be solely that of the employer and shall not be delegated to any supervisory employee who is an active member of the Union.

(Q) Any contract that is less than One Million Dollars of the total of plumbing, heating and air conditioning costs, this agreement will apply providing the work to be performed is not under a National Agreement except National Equipment and Service Maintenance Agreement.

Article XVII

The number of foreman on a job of the various classes shall be determined by the following schedule:

FOREMAN SCHEDULE

Journeyman & Apprentices	Foreman	General Foreman	Total
1 through 3	0	0	3
*4 through 8	1	0	9
*9 through 12	2	0	14
*13 through 16	2	1	19
*17 through 24	3	1	28
*25 through 32	4	1	37
*33 through 40	5	2	47

Thereafter:

For each additional crew of journeymen and apprentices (1 through 8) on a job, there shall be one additional foremen;

and

For every four additional foreman there shall be one additional general foreman.

*First or last crew developed on project or job may be increased to 12 before another foreman or general foreman is required. (Applies only to where asterisks are shown in table above.)

Article XVIII REPORTING FOR WORK

Section 1. When Journeymen or Apprentices report for work at the request of the Refrigeration Contractor, or report for work in regular course when not notified to do so before the end of the last preceding shift, and no work is provided, they shall be paid for two (2) hours working time at the prevailing rate of pay.

Section 2. Employees who report for work shall receive not less than eight hours pay, unless they are relieved from duty. In any case they shall receive a minimum of two hours pay. An employee who is called back to work after being relieved from duty shall receive not less than eight hours pay.

Article XIX INSURANCE

Section 1. The refrigeration Contractor hereby agrees to carry the following insurance to protect the employees who are members of the Union, and each Refrigeration Contractor shall file with Local Union 208 a Certificate of such insurance containing a ten (10) notice of cancellation:

- (A) "Liability Insurance under Workmen's Compensation Act". All Refrigeration Contractors shall carry Workmen's Compensation Insurance under the State of Colorado Workmen's Compensation Act for members of the Union in their employ.
- (B) All Refrigeration Contractors shall cover all member of the Union in their employment under the State of Colorado Federal Unemployment Compensation Acts.

Article XX
Journeyman Contractors

Section 1. No member of the United Association will be permitted to subcontract or lump the installation and /or service of any refrigeration, plumbing, heating, sprinkler, or pipe work, or any other work under the jurisdiction of the United Association, or to work in any shop where subcontracting is practiced.

Section 2. The word "contract" or "subcontract" used in this Article shall include, written or oral agreement or agreements for work on a lump sum or percentage basis, hourly or daily basis, fixed fee basis, per unit basis, or any other basis, under which the work is not assigned them by the Refrigeration Contactor in whose employ they are working.

Section 3. It shall be a material breach of this contract for any employee, while employed under the terms of this contract, to perform any Refrigeration, Plumbing, Heating, Sprinkler or any other work under the jurisdiction of the United Association as a contracting party or a sub-contracting party commonly called "Moonlighting." Any employee violating this clause shall be subject to discharge or charges being filed against them by the Employer or the Union.

Article XXI
INVALIDITY OF TERMS OF AGREEMENT

Section 1. It is not the intent of either party hereto to violate any laws of any rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, and parties hereto agree that in the end any provisions of the Agreement are held or construed to be void as being in contravention of any such laws, rulings or regulations, nevertheless the remainder of the Agreement shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portion of the Agreement.

Article XXII
EMPLOYEE BENEFIT FUNDS

Section 1. Contributions to the Pipe Industry Employee Benefit Funds.

- (A) As part of the compensation due employees for work performed under this Agreement, the Employer shall make payments to the Colorado Pipe Industry Insurance Fund, the Pipe Industry Pension Fund, the Denver Pipe Industry Vacation Fund, and the Apprentice and Journeymen Training Fund for each hour worked by each employee whose work is covered by this Agreement, in the amounts set for the in the Wage/Fringe Sheet in the front of this Agreement.

To avoid payment in fractions of cents, the Employer shall round out any payment of one-half cent or more to one cent and shall round out any payment under one-half cent to the nearest cent below.

- (B) The Employer shall be required to comply with all of the terms and requirements of the Annuity Fund, the plan, the rules and regulations of the Trustees and the Trust Agreement.
- (C) Voluntary designation to the Colorado Pipe Industry Annuity Fund. In addition to the contributions required by Section 1, individual employees working under the collective bargaining Agreement shall have the option of participating in the Colorado Pipe Industry Annuity Fund. Each employee will be allowed to designate an amount to be contributed to the Annuity Fund in accordance to the Annuity Fund's Trust Agreement, rules and regulations. The Employer will be required to deduct said contribution designated by the employee from the employee's wages and remit said amount to the Trustees of the Annuity Fund for deposit in the employee's annuity account. An election to participate in the Annuity Fund, and the designation of an hourly contribution, shall be governed by the Annuity Fund rules and regulations, as adopted by the Trustees of the Annuity Fund and subject to change in their sole discretion.

Section 2. Compliance with Trust Agreements

The Employer agrees to comply with all terms and provisions of each trust agreement establishing the respective Employee benefit Funds and shall comply with all rules and regulations promulgated by the Trustees of the funds.

Section 3. Monthly Reporting Requirements.

On or before the fifteenth of each calendar month the Employer shall prepare and transmit to the Fund Administration(s) of the Colorado Pipe Industry Employee Benefit Funds a report showing the number of hours worked and gross wages, by each employee covered by this Agreement during the payroll periods ending in the preceding calendar month. Said Report shall include the social security number of each employee. The report shall be in such form as shall be prescribed by the Trustees of the Employee benefit Funds.

Section 4. Working Dues Check Off

The Local Union has established a working dues check-off procedure for its members. Each Employer shall deduct from the net pay due on an employee in each payroll period working dues (a percentage of his gross pay and/or specific amount per

hour, as certified by the Union), provided the Employer has been furnished with a fully executed authorization. Such deduction shall be made by the Employer from each payroll check in each calendar month and shall be remitted by the Employer to the Fund Office with the Fringe Payment and reported as per the Collective Bargaining Contract. The working dues check-off authorization shall be in the following form.

**WORKING DUES CHECK OFF
AUTHORIZATION AND ASSIGNMENT**

The undersigned hereby authorizes and directs my Employer to deduct working dues

(a percentage and/or a specific amount per hour of my gross pay as certified by the Union) from my wages in each and every payroll period. I further authorize and direct my Employer to remit once a month to the Union all moneys so deducted from my wages.

This authorization and assignment shall be irrevocable for a period of one year or until the termination of the applicable collective bargaining Agreement, whichever comes first, and shall thereafter be automatically renewed for successive periods of one year or until the termination of the applicable collective bargaining Agreement, whichever occurs first, unless written notice is given by me to my Employer and the above named Union at least forty-five (45) days, but not more than sixty (60) days, prior to the expiration of each one year period or of the applicable collective bargaining Agreement, whichever occurs first.

This authorization and assignment are made pursuant to Section 302 of the Labor-Management Relations Act, 1947 as amended and in full force and effect to the extent permitted by that statute.

Signature _____

Social Security No: _____

Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Section 5. Delinquency.

(A) Payments required by this Article shall be delinquent if not made on or before the

15th day of any calendar month for all work performed during the preceding calendar month.

- (B) Any Employer who fails to make any contribution due the Employee Benefit Funds on or before the date that such employee benefit contribution becomes delinquent, as provided herein, shall be liable to the Employee Benefit Funds for interest on the delinquent account at the rate of 2% per month which shall be charged from the time of the delinquency until the time of payment.
- (C) After determination by the Trustees of the failure of the Employer to make payment on the date due, the Union may thereafter act to remove all employees from the delinquent Employer. (In the event employees are removed, those employees shall receive pay for loss of time not to exceed 16 hours per employee).

Section 6. Employer Required To Pay All Costs, Fees and Expenses Caused or Occasioned by its Delinquency.

Any Employer who fails to make timely payments due the Employee Benefit Funds as herein provided, shall be obligated by reason of such default to pay all expenses, costs and fees incurred by the Trustees of the Funds to collect the moneys due from the Employer. Such expenses shall include, without limitation, auditor's fees and costs, attorney's fees and costs, and clerical and administration costs of the office of the Fund Administrator(s). Subject to the direction of the Trustees of the Employee Benefit Funds, the Fund Administrator(s) is authorized to allocate and bill to each delinquent Employer the costs and expenses of collecting the Employer's delinquent account, and the Employer shall be obligated to make remittance of such costs and expenses within ten (10) days after receipt of the fund manager's statement of account, provided however, the Employer may contest the correctness of accuracy of such statement of account, as provided in Section 8 of this Article VI.

The only exception to this rule is if the delinquency goes to arbitration and the arbitrator determines that the Employer was not in default, the Employer shall be allowed to recover from the Fund its reasonable expenses incurred by reason of the arbitration including time lost by employees in giving information to the fund manager or evidence to the arbitrator and attorney's fees and costs.

Section 7. Administrator(s) Authorized To Determine Costs, Fees, and Expenses and Interest.

Subject to the direction of the Trustees of the Employee Benefit Fund, the Fund Administrator(s) shall be authorized to determine, on the basis of all available information, the amounts due the fund including costs, fees and interest from a delinquent Employer, and to render a statement of account therefore to the Employer.

The Employer shall have the right, within ten (10) days after receipt of said statement of account, to contest its correctness or accuracy by submitting the matter to the arbitrator whose decision shall be final and conclusive on all parties. If the delinquent Employer does not contest the statement of account within the said ten day period, it shall be conclusively presumed to be correct, and not subject to further challenge by the Employer.

Section 8. Payment Bond.

(A) Each Employer shall be required to obtain a Payment Bond providing security to the Employee Benefit Funds in the amounts set forth below:

NUMBER OF EMPLOYEES WORKING UNDER COLORADO COLLECTIVE BARGAINING AGREEMENT	REQUIRED AMOUNT OF BOND SECURITY
1 – 5	\$2,000/employee
6 – 11	\$20,000
11 – 15	\$30,000
16 – 20	\$40,000
21 – 30	\$60,000
31 or more	\$100,000

In calculating the number of employees under Colorado contract, non-bargaining employees shall not be counted.

This bond may, at the option of the Employer, be a surety bond executed by the Employer and a surety company qualified to do business in the State of Colorado and Acceptable to the Trustees of the respective Funds in such forms as shall be prescribed by said Trustees and conditioned on the faithful performance and discharge by the Employer of all obligations and liabilities provided in this Article. A cash bond or certificate of deposit deposited with the Administrator(s) of the Employee Benefit Funds in an Escrow Account in a Federally Insured Bank or an irrevocable letter of credit may also be used.

- (B) An employer shall be required to adjust the amount of its Payment Bond or other security instrument, whenever due to an increase in the number of employees performing work under the Contract throughout the State of Colorado, the Payment Bond or other security instrument no longer meets the requirements set forth above.
- (C) The Payment Bond or other security instrument shall expressly state that it covers work in the entire State of Colorado and the National Fund. Only one bond per

employer shall be required provided such bond is a sufficient amount to cover all employees working under all Collective Bargaining Agreements throughout the State of Colorado.

- (D) The Union may require that proof of bonding of security as set forth above be furnished when bargaining employees are dispatched.
- (E) Whenever the Trustees determine that an Employer has become delinquent in the payment of fringe benefit contributions due under this Article, including interest, costs, expenses and attorney's fees, if any, or fails to file a Payment Bond as required by this section, the Union shall refuse to furnish men to such Employer while any such deficiency exists.

Section 9. Union and Trustees' right To Be Made Whole/Pursue all Remedies.

The parties recognize that the failure of an Employer to make timely remittance of contributions due the Employee Benefits, as provided herein, causes economic loss to the Funds and to the employees of the Employer. It is the purpose and intention of the parties that an Employer who fails to make timely remittance of contributions to the Employee Benefit Funds shall be required to make whole the Funds and the employees for all losses and expenses which are incurred as result of the Employer's default. It is therefore agreed by the parties that, in addition to all other remedies provided by law, the Trustees of the Employee Benefit Funds and /or the Union shall have the right, at their option, to pursue any and all remedies, including but not limited to, those herein provided for the collection of moneys due the Fund and reimbursement for all expenses incurred in connection therewith.

Section 10. Arbitration of Employer's Obligations under this Article.

The parties shall mutually agree upon the appointment of an arbitrator. Every decision of the arbitrator rendered pursuant to the provisions of this Article shall be final, binding and conclusive upon all parties. The Union, the Trustees of the Employee Benefit Funds, the fund manager, an Employer, shall have the right to submit to the arbitrator for final decision any issues, dispute or controversy concerning the Employer's obligations under this Article. Each party to this Agreement hereby recognizes and accepts the jurisdiction of the arbitrator, and any successor arbitrator, as herein provided, and agrees that any issue, dispute or controversy concerning an Employer's obligations under this Article shall, upon request of any of the above mentioned parties, be submitted to the arbitrator for resolution and decision. Each party to the Agreement further agree to comply with any order, subpoena, decision or award of the arbitrator directed to such party.

Section 11. Right To Sue Not Dependent on Exhaustion of Arbitration Procedures.

The Unions, The Refrigeration & Air Conditioning Contractor Association of Colorado, or either of them, or the Trustees of any of the respective Employee Benefit Funds shall have the right to bring an action in any court of competent jurisdiction to obtain appropriate legal and equitable relief or any breach by the Employer of any provision of this Article. Such action may be commenced without first exhausting the grievance or arbitration procedure of the Agreement, and the fact that such grievance or arbitration procedure has not been exhausted or initiated shall not constitute a defense to any action under this Section. In any such action the prevailing party shall be entitled to recover all costs and expenses of litigation, including a reasonable attorney's fee.

Section 12. Arbitrator's Power to Subpoena or Other Production of Documents and Other Tangible Things.

The arbitrator shall have the power to subpoena, or order the production of, payroll records, including records of employees' time worked, from any Employer, provided however, that an Employer shall not be required to produce any record of any transaction occurring more than six (6) years prior to such subpoena or order to produce.

Section 13. Employer and Employees' Duty To Cooperate With Administrator(s).

It shall be the obligation of every employee to cooperate with the Administrator(s) of the Employee Benefit Funds in determining the amount of contributions due the Funds from their Employer or former Employer. Every employee shall supply the manager of the Funds with all information which the manager may request as to the number of hours worked by the employee. In the event an Employer at any time fails to make timely remittance of the contributions due from it to the Employee Benefit Funds, as provided in this Article, or fails to submit any monthly report, as required by the provision of this Article, the Employer shall, upon written request by the fund administrator, either provide the information requested by the fund administrator within 48 hours or allow its employees to leave their work for the purpose of supplying the fund administrator with such information as they may require to determine the amount of contributions due from the delinquent Employer, and/or for the purpose of giving testimony and other evidence to the arbitrator. In the event the Employer fails or refuses to supply the required information to the Fund Administrator(s), all time spent by an employee of a delinquent Employer in supplying information to the fund administrator and/or presenting evidence to the arbitrator, including necessary travel time, shall be considered as time worked for the delinquent Employer by the employee for all purposes, and to the Employee Benefit

Funds all wages and contributions due as provided herein for all such time spent by the employee. Every request by the fund manager for an employee to be excused from their work, as provided in this paragraph, shall be made in writing, not less than twenty-four (24) hours prior to the time when the employee, or employees, are to be excused from work.

Section 14. Judgment on Arbitration Award.

Pursuant to the provisions of 61 Stat. 672, U.S.C. & 9, each of the parties hereto agrees, upon application, that the United States District Court for the District of Colorado shall enter a judgment on the award of the arbitrator. Each party hereto consents that all paper, notices, or processes necessary or proper for the institution or continuation of any arbitration proceeding hereunder, or for the confirmation of an award and entry of judgment thereon, may be served on such party by certified United States mail with return receipt requested, addressed to such party at their last known address. Each of the parties hereto agrees and consents that the arbitrator is authorized to proceed ex parte in the event that any party, after reasonable notice, as provided herein, neglects or refuses to attend any hearing or other proceeding in any matter before the arbitrator without having previously shown good cause for omitting, or failing to attend such hearing or other proceeding.

Section 15. Contributions Considered Wages for purposes of State Laws.

It is recognized and agreed by the parties that Employer's contributions to the Employee Benefit Funds named in Section 1 of this Article VI are an integral part of the wages or compensation due employees for their work and labor, and are subject to all laws of the State of Colorado, including mechanic's liens and public contractor bond and lien on fund laws which govern, provide for, or secure payment of wages to employees by their Employers.

Section 16. Right to Examine Books And Records.

The Trustees of any of the Employee Benefit Funds shall have the right at any reasonable time, and from time to time, to examine the Employer's payroll records, including all time sheets, time books, time cards, and reports containing information concerning the number of hours worked by employees of the Employer, provided, however, each such examination of the Employer's records shall be limited to the period of six (6) years prior to such examination, and provided further, that not more than one such examination shall be made in any 12 month period. The Trustees shall designate an accountant, or other qualified person, to make such examination. In the event the examination of the Employer's records reveals a substantial deficiency in the Employer's payments to the Employee Benefit Funds or the Refrigeration & Air Conditioning Contractors Association, the Employer shall be liable to the Trustees of the Employee Benefit Funds

and the Refrigeration & Air Conditioning Contractors Association for the expense of such examination.

Section 17. Material Breach.

Failure of the employer to comply with any provision of this Article shall constitute a material breach of contract by them and shall release the Union and its members from all obligations hereunder.

VACATION RULES AND REGULATIONS

Section 18.

- (A) In order to provide Journeymen and Apprentices of the Pipe Industry working under this Agreement with a paid vacation plan, the parties have established the Pipe Industry Vacation Fund. It is the intent of the parties that contributions to the Vacation Fund are to be used for the purpose of allowing employees to take a vacation each year without loss of pay. Employees working under this agreement are encouraged to rest, relax and enjoy activities outside of work.
- (B) The Employer shall make all legal payroll deductions for federal and state income tax, social security, medicare, and applicable local taxes from each employee's total wages and pay to the Fund Administrator of the Colorado Pipe Industry Employee Benefit Funds, together with the monthly remittance report. The Employer shall pay the contributions to the Vacation Fund for each hour worked by each employee at the rate set forth in the Wage/Fringe Sheet on the front of this Agreement.
- (C) Vacation contributions shall be paid for all regular and overtime hours worked. Overtime contributions shall be paid at the rate of time-and-one-half or double time as applicable.
- (D) Upon receipt of the vacation contributions, the Fund Administrator will deduct a monthly administration fee from each employee's contributions in the amount of One Dollar (\$1.00), or such different amounts as may be established by the Board of Trustees of the Vacation Fund. Such administrative fee shall be used for the purpose of defraying the reasonable costs of administering the Vacation Fund. The Fund Administrator will transmit the vacation contributions , less the monthly administrative fee, to the bank for deposit into individual accounts for each employee.

Section 19.

- (A) It is the intention of the parties that individual vacations should, as far as possible, be granted to each employee in accordance with the established vacation practices. It is recognized that this may not always be practical because of individual circumstances, or other sufficient reasons, and in such cases, vacation arrangements shall be made to fit the needs of each particular job or shop.
- (B) Not more than twenty percent (20%) of the employees in a shop or on any job shall be granted their vacation at the same time, unless agreed to by the employer.
- (C) Any employee who is unable to take his vacation at the time agreed upon, as provided for above, either because of accident or sickness, or because the employee is required by his Employer to work during that period, shall be granted his vacation by the Employer as soon thereafter as is reasonably convenient. When the employee is so required by the Employer to work during the vacation period as previously decided upon, the employee will be paid for his work during such period at the regular rate of pay set for the in this Agreement.

Section 20.

- (A) The vacation contributions deposited into an individual account at the bank may be withdrawn at any time by the employee on whose behalf the contributions were paid.
- (B) In the event of the death of the employee, the balance on deposit in the employee's individual account shall be paid according to the directions given by the employee to the bank. If an individual account has not been established, the balance of any contributions shall be paid to the employee's designated beneficiary, or if no beneficiary is designated, to the employee's surviving spouse, and if there is no surviving spouse, to the personal representative of the employee's estate, and if there is no personal representative, to the employee's closest surviving relative or relatives.
- (C) The Union, the Employer, and each employee covered by this Agreement agree and understand that if no vacation contributions have been deposited to an account established pursuant to this Agreement during any period of twelve (12) consecutive months, and no withdrawal has been made from the account during such twelve (12) month period, and if no withdrawal of demand for moneys on deposit in the account is made by the employee within three (3) months after written notice has been mailed to such employee at his or her last known address, and no demand or claim has been made by such employee, or by his or her designated beneficiary or duly authorized representative during such three (3) month period, such moneys may be transferred at the direction of the Board

of Trustees into the administrative account of the Vacation Fund for use in defraying reasonable expenses of administering the Vacation Fund.

Article XXIII
UNION SECURITY

Section 1. Every Employer who is a party to this Agreement, or who has accepted the provisions of this Agreement, shall require all of their Employees whose employment is covered by the provisions of this Agreement, to become a member in good standing of the union party to this Agreement, after the seventh day following the beginning of their employment, or the effective date of this Agreement, whichever is later, and shall further require, as a condition of employment that each Employee who is a member of said union, or who becomes a member of said union, remain a member of the union in good standing during the life of this contract. "Membership in good standing", as used herein, shall mean the tender of periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the union. The provisions of this article shall be subject to all applicable provisions of law and shall be construed to conform thereto.

Article XXIV
EQUAL EMPLOYMENT OPPORTUNITY

It is agreed all parties signatory to this Agreement will fully comply with Executive Order No. 11246, as amended, and that no employees or applicant for employment shall be discriminated against in regard to race, creed, color, national origin, sex or age. An Employer may, by agreeing to, and signing and abiding by the terms of the Colorado Affirmative Action plan (revised 1994 and updates), utilize this to meet requirements of the Article.

Article XXV
IMMIGRATION

The parties to this Agreement jointly agree to comply with the obligations established by the Immigration and Naturalization Service. To this end the Employers party to this Agreement will not employ persons who do not comply with the requirements established by the Immigration and Naturalization Service.

Article XXVI
DURATION OF AGREEMENT

Section 1. The Agreement shall be in force and effect from July 1, 2006, through May 31, 2009, and from year to year thereafter, unless at least sixty (60) days prior to any expiration date, either party notified the other in writing of its desire to terminate the Agreement, in which event the Agreement shall terminate on the expiration date of the year in which the notice is given.

Section 2. At least sixty (60) days prior to any expiration date either party may notify the other of its desire to amend the Agreement, in which event the notice shall set forth and contain the nature of the amendments desired.

Section 3. Any changes that may become available from the National Mechanical Equipment Service and Maintenance Agreement which may be agreed upon by the Joint Arbitration Board shall become and be part of the Agreement without modifying or changing any of the other terms of the Agreement.

Section 4. Notice shall be in writing and shall be sufficient if sent by registered mail addressed to the Union, 6350 No. Broadway, Denver, Colorado or to such other address as the Union shall furnish to the Refrigeration Contractor in writing by registered mail, and if to the Association to the latest published address or to such other address as the Colorado Chapter of Refrigeration and Air Conditioning Contractors Association shall furnish to the Union in writing by registered mail.

Article XXVII
SERVICE INDUSTRY FUND

Section 1. There is hereby established a Service Industry Fund. Each employer shall contribute an amount as specified in the wage/fringe table in the front of this agreement.

This for the purpose of providing management representation for the negotiation and administration of this contract, on behalf of signatory contractors and for such other purposes as may be considered beneficial to the Refrigeration Service Industry, by the Board of Directors of the Fund. The payment to the Service Industry Fund shall not be considered to be wages or compensation.

Section 2. The intent and purpose of the Service Industry Fund is to support the activities required by the Collective Bargaining Agreement, preserve and promote the industry, and other activities as the Board of Directors may decide upon.

Uses of the Service Industry Fund will include:

1. Cost of negotiations.
2. Cost of staff.
3. Ongoing administration of the contract.
4. Office – physical plant, phones, etc.
5. Insurance – liability, etc.
6. Lobbying effort.
7. Legal and accounting costs.
8. Cost of 302 Trust*.
9. Market surveys.
10. Payment of members dues to contractor organizations that enhance, through education, union contractors management and marketing skills.
11. The Fund will furnish a monthly financial statement to the local union.

The Service Industry Fund will not be used for the following:

1. Direct subsidies or payment to contractors during, for or in connection with a period of strike, lockout, or work stoppage.
2. Publicity of public relation's campaigns in support of management
3. positions in respect to bargaining with the union.
4. Promotion of legislation in direct conflict with the union's position.
5. Contribute to national or local political campaigns.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed this 30th day of June, 2006.

COLORADO CHAPTER OF REFRIGERATION AND AIR CONDITIONING
CONTRACTORS ASSOCIATION

By: ERIC BINDNER
By: SCOTT TRACY
By: BRIAN RILEY

PIPE FITTERS LOCAL UNION NO. 208

By: HENRY SOLANO
By: HOWARD ARNOLD
By: TOM TUTTLE
By: TROY BECKER

Employer

By: _____

Title _____

Address

Phone Zip Code

Date Signed _____

PIPE FITTERS LOCAL UNION NO. 208
OF DENVER, COLORADO

By: _____

By: _____

Address

Phone Zip Code

Date signed: _____