

**AIRCONDITIONING AND REFRIGERATION  
INDUSTRY  
MASTER AGREEMENT**

**2001 - 2006**

**LOS ANGELES AND ORANGE COUNTIES**

**BETWEEN**

**AIRCONDITIONING, REFRIGERATION AND MECHANICAL  
CONTRACTORS ASSOCIATION OF SOUTHERN CALIFORNIA,  
INC. (ARCA/MCA)**

**AND**

**UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES  
OF THE PLUMBING AND PIPEFITTING INDUSTRY,  
AIRCONDITIONING AND REFRIGERATION FITTERS DIVISION  
LOCAL NO. 250 (AFL-CIO)**

**IMPORTANT NOTE**

**This Agreement was negotiated in 2000 - 2001 between ARCA/MCA and Local 250 Refrigeration Division. It was thereafter ratified by the Local 250 membership and made effective on January 1, 2001. On June 19, 2003, the United Association transferred jurisdiction over this Agreement from Local 250 to District Council 16 and dissolved the Local 250 Refrigeration Division. This Agreement is now administered by District Council 16.**

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## MASTER AGREEMENT

This Agreement made as of the first day of January 2001, by and between the Airconditioning and Refrigeration Contractors Association of Southern California, Inc., hereinafter referred to as the "Association," and the Steam, Refrigeration, Air Conditioning, Pipe Fitters & Apprentices of the United Association, Local 250, hereinafter referred to as the "Union." The parties recognize that the Division of Local 250 is an integral part of the Union.

### WITNESS

The purpose and intent of this Agreement, which is entered into by and between the parties specified above by mutual consent of both parties, is to:

(A) Establish and set forth in this Agreement rules and regulations to govern employment, wages, craftsmanship qualifications and working conditions of Journeymen Air Conditioning and Refrigeration Fitters, Apprentices, Tradesmen, and Partsmen.

(B) To encourage closer cooperation and better understanding between Employer and Employee members of this particular craft to the end that a satisfactory, continuous and harmonious labor relationship will exist between both parties to this Agreement.

(C) Recognizing that Employers are engaged in construction and service work in California and, in the performance of their present and future contracting operations, are employing and will employ Employees under the terms of this Agreement, and that the Employers want to be assured of their ability to procure Employees in sufficient number to assure continuity of work in the completion of their contracts; this Agreement is intended to establish uniform rates of pay, hours of employment, and working conditions for the Employees covered hereby.

### ARTICLE 1 GENERAL DEFINITIONS

1.01. "Air Conditioning and Refrigeration Work" is the custom prefabrication, fabrication, erecting, installing, joining together, handling after dismantling for reuse, and controls when attached, charging, testing, adjusting, altering, servicing after completion, repairing and maintenance of all types of Air Conditioning or Refrigeration equipment by any and all methods or equipment used to do this work now and in the future for any and all purposes.

(A) The installation, service, and maintenance of all pneumatic control or other piping systems, and component parts thereof, including fabrication, assembling, erection, installation dismantling, repairing, reconditioning, adjusting, altering, and servicing of said pneumatic control or other piping systems, and the handling, unloading, distributing, reloading, tying on, and hoisting of all piping materials, appurtenances, and equipment used in connection with said pneumatic control or other piping systems by any method, including all hangers and supports of every description.

1.02. A "Contractor" is a person, partnership, or corporation engaged in Air Conditioning or Refrigeration, licensed when required by the State of California, employing one or more Air Conditioning and Refrigeration fitters and who meets the conditions of this Agreement.

1.03. A "Journeyman Air Conditioning and Refrigeration Fitter" is a person who has been actively engaged in learning and assisting in the trade of installing and servicing Air Conditioning and Refrigeration equipment for a period of five (5) years or more, and who is a qualified Air Conditioning and Refrigeration fitter.

- 1.04. An "Air Conditioning and Refrigeration Fitter Apprentice" is a person indentured to the Joint Journeymen and Apprentice Training Committee established by the Division and the Association and operating under the Apprenticeship Standards for the Air Conditioning and Refrigeration Industry for the State of California. He shall be referred to in this Agreement as an Apprentice.
- 1.05. "Employee" as used herein is defined as Journeyman, Apprentice, Tradesman, or Partsman performing work covered by this Agreement.
- 1.06. A "Certified Journeyman" is a Journeyman certified as such by the Joint Journeymen and Apprentice Training Committee, as provided in this Agreement.
- 1.07. "Employer" as used herein is a Contractor signatory to this Agreement or bound thereby.
- 1.08. "Signatory" includes the Division, the Association, a Contractor who is a party to this Agreement, and Employees of signatory Contractors who are covered by this Agreement.
- 1.09. "Geographic Jurisdiction" This Agreement shall apply to all Employees of the Contractors, employed to perform or performing the work covered or set forth herein in the counties of Los Angeles and Orange, and all other work included in the recognized trade jurisdiction of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States (AFL-CIO) by agreement or decision. Each party agrees to support the other should the jurisdiction of this agreement be challenged by an organization not party to this Agreement. If a conflict or jurisdictional dispute should exist, the Company shall contact the Union and assign the disputed work to employees under this Agreement until such dispute is settled through the grievance and arbitration procedure of the Agreement.
- 1.10. "Work Covered." Any device used for heat recovering or used to increase the efficiency of the systems and devices used to utilize Solar Energy, Geothermal Energy, and any other natural phenomena that might be harnessed to provide or supplement the energy required to operate the Heating, Ventilating, Air Conditioning and Refrigeration Systems described herein.
- 1.11. "Owner." Owner includes a stockholder of a signatory except a stockholder of not more than fifteen percent (15%) of the stock of a signatory acquired prior to September 1, 1970, and not more than five percent (5%) of the stock of a signatory to this Agreement executed subsequent to September 1, 1970, as well as a partner or individual proprietor.
- 1.12. "Division" as referred to in this Agreement shall mean the Air Conditioning and Refrigeration Fitters Division of Local 250, United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry (AFL-CIO).
- 1.13. "Union" as referred in this Agreement, shall mean Local 250, United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, (AFL-CIO).
- 1.14. A "Tradesman" is a person who is qualified to assist a Journeyman performing airconditioning and refrigeration work as described in Article 5.
- 1.15. A "Partsman" is a person who delivers parts from shop to job, job to job, and job to shop and performs warehousing and shipping and receiving duties at the shop.

**ARTICLE 2**  
**COLLECTIVE BARGAINING AGENTS AND COVERAGE**

**2.01. "Bargaining Agents"** The Association and the individual Employers recognize the Division as the sole and exclusive collective bargaining agent for General Foremen, Foremen, Journeymen, Apprentices, Tradesmen, and Partsmen doing Airconditioning and Refrigeration work. No other craft shall supervise Airconditioning and Refrigeration work. All General Foremen, Foremen, Journeymen, Apprentices, Tradesmen, and Partsmen shall maintain membership or become a member of the Union as provided for in Article 3.

**2.02. "Terms of this Agreement"** The Union affirms that no provision contained in its Constitution, Bylaws, working rules or regulations will prevent compliance with the terms of this Agreement. The Association affirms that no provisions contained in its Constitution or Bylaws will prevent compliance with the terms of this Agreement. In the event of any conflict arising, the Agreement will prevail.

**2.03. "Association"** The Division recognizes the Association as the sole collective bargaining agent for its members and individual Employers who have assigned their bargaining rights to them and for any Employer who becomes a member during the term of this Agreement.

**2.04. "Signatories" (A)** The Association shall submit a list of its signatory members and individual Employers who have assigned their bargaining rights to them to the Division upon the signing of this Agreement and every six (6) months thereafter. Likewise, the Division shall submit to the Association at the same time a list of all Contractors signatory to this Agreement, including the names of officers and owners of such Contractors who are not members of the Association.

**(B)** The Employer shall set forth at the end of the Agreement the following information: Employer's firm name, California Contractor's license number and classification, address, telephone number, insurance carrier and bonding company.

**(C)** The Employer shall advise the Division, in writing, on or before October 1 of each year the current names of owners and officers, the R.M.E. or R.M.O. of each company, and the persons in charge of calling the Division for Employees and the names of the dispatcher and the person in charge of the accounting department.

**2.05. "Future Locations"** This Agreement shall cover all future locations which the Employer may operate during the term of this Agreement or extension thereof, including operations as the result of expansion or change within the industry.

**2.06. "Membership"** All members of the Association or those who subsequently become members of the Association and signify their intention of being a party to this Agreement, shall continue to be bound by the terms of this Agreement regardless of whether or not they retain membership in good standing in the Association.

**2.07. "Successors"** This Agreement shall be binding upon the successors and assignees of the Employer. In the event of a sale or other transfer of controlling interest, the Employer shall inform the purchaser or transferee of its obligations under this Article to assume the Agreement. In addition, in the event the Union and/or Division merges with another Local or spins off other Locals, the Union and/or Division shall inform the spun off or merged local of its obligations under this Article to assume this Agreement and shall make the assumption of this Agreement a condition of any such merger or spin off.

**2.08. "Contract"** If any Contractor attempts to utilize another contract of another Local Union to obtain Journeymen and/or Apprentices or Tradesmen to do the work covered by this Agreement, the Division at its

option, may refuse to sign a contract with any Association or non-Association member who is presently in conflict with this Agreement. Furthermore, the Division may cancel its contract with an Association or non-Association Employer for going out of the confines of this contract for settlement of jurisdictional awards or relief from this contract. If, at any time, the Division should decide to cancel or refuse to sign the contract with an Association or non-Association member, the Division shall have the right to have the Employees covered by the contract removed without arbitration or liability from the Association or a signatory Contractor.

**2.09. "Separate Agreement"** The Employer may call upon the Division for Employees to perform work in addition to the work described in Article 1. The Employer and the Division, upon request of the Employer, shall negotiate a separate agreement for such work.

**2.10. "Work Covered"** The Employer agrees that all work covered under this Agreement, including but not limited to all fabrication and installation work, shall be performed by the Employer under the terms and conditions of this Agreement. In the event any fabrication and/or installation work mentioned in this paragraph has been performed, is being performed, or will be performed by anyone other than Employees working for Employers in accordance with the provisions of this Agreement, the Employer agrees to redo the work or pay the equivalent of wages and fringe benefits lost by Employees covered by this Agreement, as determined by the Joint Grievance Board or its Sub-Committee, into the Air Conditioning and Refrigeration Industry Trust Fund within ten (10) days of receipt of the decision of the Joint Grievance Board. If two (2) or more Contractors are involved on such work, the Joint Grievance Board shall decide which Contractor or Contractors are liable and the amount of liability. The Joint Grievance Board shall determine the specified bid guide to be used in determining damages.

**2.11. "R.M.E., R.M.O."** Any Employer, who owns or acts as an R.M.E. or R.M.O., or who has a financial interest in any business, doing the same or similar work covered by this Agreement and said entity is not signed to the Labor Agreement shall be subject to damages assessed by the Joint Grievance Board.

**2.12. "Special Meeting"** The Division Chief shall have the authority to call a special meeting of any segment of the industry to meet and discuss problems specific to that segment of the industry.

**2.13. "Pirating"** No Employer shall induce the Employee of another Employer covered by this Agreement to leave the employment of such other Employer.

### ARTICLE 3 UNION SECURITY

**3.01. "Members in Good Standing"** The Employer agrees that all Employees employed by the Employer for a period of thirty-one (31) days continuously, or cumulatively, within the multiple Employer unit, shall become and remain members in good standing of the Union signatory hereto, immediately, upon terms and qualifications not more burdensome than those applicable to other applicants for membership in the Union.

**3.02. "Member Not in Good Standing"** In the event that an Employee fails to become or remain a member in good standing as provided herein, the Employee shall be discharged by the Employer upon written notification, from the Union. Prior to delivering this written notification the Union shall advise the Employee in writing, with a copy to the Employer, of the Employee's failure to comply with this Article and shall give the Employee seventy two (72) hours to comply.

(A) In the event an Employer fails to comply with a request to discharge an Employee under this Article, the damage for such a violation shall be wages and benefits, payable to the Health and Welfare Fund, for every hour worked by the Employee after the written notice is received.

**3.03. "Administrative Dues"** (A) Any Employer covered by this provision of the Agreement hereby agrees to add Administrative Dues to the taxable wages. The Employer will deduct, after taxes, from the wages each payroll period of any Employee doing work covered by this Agreement the U.A. Local 250 Administrative dues as provided for in Appendix A of this Agreement. The Employer will remit such sums to the Air Conditioning and Refrigeration Trust Fund's monthly contribution reporting form provided the Employees in question have signed a current authorization card authorizing such deduction.

(B) Such assignment and authorization shall become effective as of the date it is executed and shall be irrevocable for the period of one (1) year or until the termination of the current Agreement, whichever occurs earlier, and this assignment and authorization shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding collective Agreement between the Employer and Union, whichever period shall be shorter, unless written notice is by Employee to the Employer and the Union not less than ten (10) days nor more than fifteen (15) days immediately period of one (1) year of each collective bargaining agreement; whichever occurs earlier.

(C) The Division reserves the right during the term of the collective bargaining agreement to adjust the administrative dues deducted from the employee's gross pay provided the employee has a current Administrative Dues Authorization on file with the Division and provided the Division has provided a copy of such Authorization to the Employer. The Division shall be required to provide the Association with advance notice of any change in the administrative dues as required in Section 11.01 (G) of this Agreement. It is also understood and agreed that any adjustment in the Administrative Dues will at no time result in an increased cost to the Employer.

#### **ARTICLE 4 MANAGEMENT RIGHTS AND RESPONSIBILITIES**

**4.01. "Exclusive Right"** Except as they are limited by the terms of this Agreement, the prerogatives of management include, but are not limited to, the exclusive right to hire, promote, demote, transfer, discharge, increase or decrease the work force to meet the exigencies of the business, and to maintain the efficiency of the operation. Any of the rights, powers or authority the Employer had prior to the signing of this Agreement are retained by the Employer except those specifically abridged, delegated or modified by this Agreement.

#### **ARTICLE 5 HIRING AND REFERRALS**

**5.01. "Exclusive Hiring"** The Employer shall employ only qualified Journeymen, Apprentices, Tradesmen, and Partsmen to perform work covered by this Agreement. Employers shall hire Employees covered by this Agreement by calling the Division for job referrals. The Division shall refer the required number of job applicants to cover the Employer's request. In the event the Division is unable to furnish job applicants within forty-eight (48) hours of a request, the Employer may obtain job applicants, except for apprentices, from any other source, provided such job applicants register with the Division at the time of hiring. An Employee hired from another source must become a member of the Union in accordance with Article 3.

**5.02. "Registration"** The Division shall establish and maintain a separate facility for qualified applicants available for employment. Qualified applicants shall be registered on the appropriate out-of-work book in order of time and date of registration. Qualified applicants may identify and list any special skill which they possess.

**5.03. "INS-I-9 & Driving Record"** Prior to the dispatch of any employee or applicant for employment, the Division shall verify that person's employment eligibility under the Immigration Reform and Control Act of 1986. The Division shall complete a U.S. Immigration and Naturalization Service Form I-9 for each employee and applicant for employment prior to dispatch. A copy of the completed I-9 form shall accompany the

dispatch slip. The Division shall receive and retain a \*current copy of a D.M.V. report for the sole purpose of verification of driving status of each Employee or member/applicant for employment it dispatches. Upon request, a copy of the D.M.V. report may be faxed to the Contractor at the time of interview or prior to hire. \*It is understood and agreed that a current report is a D.M.V. printout within the last ninety (90) days, prior to job referral.

**5.04. "Seniority"** It is the desire of the parties to this Agreement that those Employees who have previously worked for signatory Employers for the periods set forth herein shall enjoy seniority rights as provided in these hiring provisions.

**5.05. "Journeyman Out-of-Work Books"** The Division shall establish and maintain three (3) Journeymen out-of-work books. Only qualified Journeymen shall be entitled to register on the out-of-work books. Each job applicant shall be required to furnish to the Division and Employer, if required, such data, records, names, and information relating to former employment as is necessary to determine qualification to register on the out-of-work books. Applicants, with five years of experience working in the air conditioning and refrigeration trade, shall be required to pass a Journeymen's examination administered by the Division. In order to register on each out-of-work book, the Journeymen must meet the following qualifications:

**BOOK 1** Certified Journeymen or Journeymen who have worked at least 1,260 hours within the previous two (2) years for Employers signatory to this Agreement or for Employers signatory to a Trust Participation Agreement with the Air Conditioning and Refrigeration Trust Fund.

**BOOK 2** Journeymen who have worked at least 1,260 hours within the past two (2) years for Employers performing covered work in District Council 16's territorial boundaries.

**BOOK 3** Any other person who qualified as a Journeymen.

**5.06 (A) "Referrals of Journeymen"** Upon the request of an Employer for Journeymen, the Division shall refer qualified and competent Journeymen in such numbers as requested by the Employer. Referrals shall be made in accordance with the following procedure:

1. Certified Journeymen and Journeymen shall be referred from Book 1 in successive order as their names appear on the out-of-work list until Book 1 has been exhausted.
2. Journeymen shall be referred from Book 2 in successive order as their names appear on the out-of-work list until Book 2 has been exhausted.
3. Journeymen shall be referred from Book 3 in successive order as their names appear on the out-of-work list.

**These above procedures shall be followed except:**

(a) An Employer may call their General Foreman and Foremen by name.

(b) An Employer may call by name a Certified Journeymen off Book 1.

(c) An Employer may call by name any Journeyman who had worked for that Employer in the past.

(d) Request by an Employer for a Journeyman with special skills and abilities shall be honored in the order in which the names appear on the appropriate out-of-work book.

(B) The Employer retains the right to reject job applicants. Any applicant rejected shall not be re-dispatched to the same Employer provided the Employer so notifies the Division in writing. Any applicant rejected shall be entitled to report back to the Division and retain their place on the out-of-work book.

1. On construction, when men are ordered before 10:00 A.M. for the following work day, they shall report to the job at the scheduled starting time. If they do not report at the scheduled starting time they shall be paid only for time actually worked. When men are ordered to be dispatched immediately, or with less time than twenty-two (22) hours advance notice, they shall be placed on the individual Employer's payroll one (1) hour prior to the arrival on the job-site.

2. On construction referrals, an applicant rejected by the Employer shall be entitled to a show-up fee of two (2) hours at the Journeymen wage rate.

3. On service referrals, an Employer may interview an applicant not previously employed by them without paying show-up time. If necessary, a second applicant may be interviewed without paying show-up time. Thereafter, all applicants shall be paid two (2) hours show-up time for their interview.

(C) Any Employee who is referred to a "short job" which is defined as a job which is called out at less than fifteen (15) days shall retain their place on the out-of-work book upon being laid off. Employees who quit a "short job" shall not be entitled to retain their place on the out-of-work book.

**5.07. "Apprentices"** Apprentices shall be employed in accordance with the State of California Apprenticeship Standards for the Air Conditioning and Refrigeration Trade.

**5.08. "Dispatching of Apprentices"** The Division shall establish and maintain one (1) Apprentice out-of-work book. Apprentices shall be dispatched to signatory Employers or Employers signed to an approved Trust Participation Agreement by period of apprenticeship in successive order as their names appear in the book. The Division shall send a copy of the dispatch slip to the Apprentice Training Committee.

The Employer will Fax to the Division the results of pre-employment interviews for all Apprentices on an Industry-Approved form. The complete records of all apprentices shall be available to the Division and Association by the Director of Training. Employers shall assign work to Apprentices in accordance with the standards and/or rules of the J.J.A.T.C.

**The ratio of Apprentices to Journeymen shall not be greater than:**

(A) \* One (1) Apprentice and/or one (1) Tradesman to the first (1) Journeyman.

(B) One (1) or two (2) Apprentices, or one (1) Apprentice and one (1) Tradesman to two (2) Journeymen.

(C) \*\*Two (2) Apprentices and one (1) Tradesman, or one (1) Apprentice and two (2) Tradesmen to three (3) Journeymen.

(D) Two (2) Apprentices and Two (2) Tradesmen to four (4) Journeymen.

**AND SO ON.**

\*This will be the only situation that allows the Apprentice to Tradesman ratio to out number the Journeymen.

\*\*Apprentices may take the place of Tradesmen in 5.08.

Signatory Employers shall as a minimum, employ Apprentices on the following basis.

(A) When an Employer has hired two (2) Journeymen and one (1) Tradesman, the next Employee shall be an Apprentice.

(B) After hiring the sixth (6th) Journeyman, one (1) Apprentice shall be hired for every five (5) Journeymen.

Through the first twenty (20) Journeymen the following requirements must be met.

One (1) Apprentice to five (5) Journeymen.

Two (2) Apprentices to ten (10) Journeymen.

Three (3) Apprentices to fifteen (15) Journeymen.

Four (4) Apprentices to twenty (20) Journeymen.

Thereafter, as required above, one Apprentice shall be hired for every five (5) Journeymen.

**5.09. "Tradesmen"** The classification of Tradesmen will be a benefit to the Industry increasing job opportunities for Employers and Employees. The Association and Division will periodically review the effect of the Tradesmen on the general operations of the Industry and where it is determined that the use of the Tradesmen by a particular Employer or Employers is detrimental to the Industry, then the Joint Industry Council will limit the employment of the Tradesmen; and where the employment of Tradesmen is shown to benefit the Industry or a portion thereof, then as to such portion or portions the Joint Industry Council may permit the increase of the Tradesmen so long as work opportunities of Journeymen and Apprentices are not adversely affected.

**5.10. "Dispatching of Tradesmen"** The Division shall establish and maintain one (1) out-of-work book for Tradesmen. Tradesmen shall be referred from the out-of-work book in successive order as their name appears in this book. Employment of Tradesmen shall be on the following conditions:

The ratio of Tradesmen shall not be greater than:

(A) \*One (1) Apprentice and/or one (1) Tradesman to the first (1) Journeyman.

(B) One (1) or two (2) Apprentices, or one (1) Apprentice and one (1) Tradesman to two (2) Journeymen.

(C) \*\*Two (2) Apprentices and one (1) Tradesman, or one (1) Apprentice and two (2) Tradesmen to three (3) Journeymen.

(D) Two (2) Apprentices and Two (2) Tradesmen to Four (4) Journeymen.

**AND SO ON.**

\*This will be the only situation that allows the Apprentice to Tradesman ratio to out number the Journeymen.

\*\*Apprentices may take the place of Tradesmen in Section 5.08.

(A) Tradesmen shall be laid off in the same ratios.

(B) First year Tradesmen shall work under the direct supervision of a Journeyman for the first six (6) months of employment as a Tradesman.

(C) The work of the Tradesmen shall be limited to performing the following:

1. Installation, and service of air conditioning equipment not to exceed twelve and on half (12-1/2) nominal tons, including the installation of related sheet metal work on all package equipment.
2. Service and of refrigeration equipment not to exceed five (5) horse power.
3. Installation and service of food and beverage vending machines.
4. De-scaling and clearing of air and water cooled condensers, cooling towers, coils, and evaporative condensers and water treatment.
5. All work pertaining to general building maintenance.
6. Installation and service of self-contained wall and window units and appliances.
7. Truck driving, demolition and setting of display cases, including receiving, unloading, joining together, caulking, framing and trimming.
8. Routine Maintenance on any equipment such as filter changing, cleaning condensers, cooling towers and evaporative condensers, oiling, greasing, belt changing, chemical water treatment, and general house cleaning.
9. Suite development, tenant improvement and specialty stores under 5,000 square feet.
10. All work on single dwellings, apartment dwellings, trailers, coaches and mobile homes.
11. All pipe wrapping and water proofing where tar or similar material is applied for protection of piping.
12. Operation of vibrating machine.
13. Coating and grouting of all pipe joints, holes of chases allied to the Air Conditioning and Refrigeration Industry.
14. Clearing and cleaning of all debris from all pipe, equipment, fixtures, appurtenances and parts of building where Employers work is installed.
15. Grouting, dry packing, and diapering of joints, holes or chases including paving over joints.
16. Temporary piping for dirt work for building site preparation.
17. Operating jackhammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems.
18. Loading, unloading and distributing materials at job-sites.
19. Putting away materials in storage bins at the shop or in job-site security storage area.
20. All digging, grading, backfilling and ground preparation for all types of pipe to all points on the job-site.
21. Demolition of piping and fixtures for remodeling and additions.
22. Setting up and tearing down work benches, ladders, and job shacks.
23. All clean up and sweeping of Contractors shop, yard or job-site.
24. Watchman or flagman.
25. "Convenience Store" There shall be no classification restrictions on work performed in convenience stores. Convenience Stores are defined as 7/11's; AM-PM Mini Marts; Chevron Mini Marts, etc.

(D) Any Employer who assigns Tradesmen to Journeymen or Apprentice work, except as set forth herein, shall be cited before the Joint Grievance Board. No Journeyman may be laid-off as a result of hiring a Tradesman. The Employer may hire an Apprentice or Tradesman as long as the Industry level of Journeymen that exists today is maintained during the term of this Agreement. If a Journeyman and or Apprentice is laid-off due to "lack of work", and if the Employer requests additional personnel within three (3) months, he/she shall have the right to be re-dispatched to the Employer. Tradesmen may be employed through non-union growth or loss of manpower due to retirement or illness. Upon finding a violation, the Joint Grievance Board shall either suspend the Employer's right to employ Tradesmen for the remainder of the contract or assess an appropriate fine, based upon an audit of hours, payable to the Health and Welfare and Pension Trust Funds.

**5.11. "Non Discriminatory Referrals"** The referral of all applicants for employment shall be on a non-discriminatory basis and shall be without regard to race, creed, gender, age, physical handicap, national origin, or any other prohibited basis of discrimination, and shall not be based on or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect of Union membership, policies or requirements. Wherever there is a masculine reference within this Agreement, such reference likewise applies to employees who are feminine.

**5.12. "Conditions"** An Employer, upon employment of a Journeyman, Apprentice, or Tradesman, shall apply the wages, benefits, hours, and working conditions set forth in this Agreement even though an Employee is not a member of the Union.

**5.13. "Transfers"** No Employer signatory to this Agreement shall transfer an Employee to another signatory Employer.

**5.14. "Referrals"** Upon referral, the Division shall provide the applicant with an interview referral slip to be signed by the Employer and returned to the Union by the Employer.

**5.15. "Dispatch Order"** Every Employee covered by this Agreement shall have a dispatch order listing their present Employer in their possession at all times. Such dispatch orders shall be furnished by the Division to Employees upon their referral to an Employer. It is the responsibility of the Employee to obtain dispatch orders on their own time. The Division shall notify an Employer that one of their Employees does not possess a current dispatch order upon receipt of this information.

**5.16. "Permanent Assignment"** Included in this Agreement is any Employee permanently assigned to a building or a building complex.

## **ARTICLE 6 GRIEVANCE AND ARBITRATION**

**6.01. "Joint Grievance Board"** There is hereby established a Joint Grievance Board composed of three (3) representatives selected by the Association and three (3) representatives selected by the Division. Each party shall designate alternate representatives. A quorum shall consist of two (2) representatives of the Association and two (2) representatives of the Division. There shall be an appointed Chairman and Secretary which shall be rotated between the parties on an annual basis.

(A) There is hereby established a Sub-Committee of the Joint Grievance Board composed as follows: One (1) Association representative and one (1) full-time, paid officer of the Division who regularly represents Employees working under this Agreement.

**6.02. "Controversies"** All controversies relating to the interpretation or application of this Agreement, to any incidental legal right or duty resulting from this Agreement, or to any alleged violation thereof, shall be settled

in accordance with the provisions of this Article, except as otherwise set forth in this Agreement. Such a controversy is a grievance within the meaning of this Article. In the event an Employer is delinquent in the payment of wages or fringes required by this Agreement, the Trustees of the appropriate trust fund, the Union or the Association, shall have the right to institute legal proceedings, or take any other legal steps to collect any wages or fringes that may be due, without the necessity of complying with any of the procedures set forth in this Article. A grievance which is not brought or processed within the time limits provided in this Article will be considered waived and settled.

**6.03. "Grievances or Disputes"** All grievances or disputes must be brought to the attention of the other party in writing on an approved grievance form within ten (10) working days of when the aggrieved party knew or should have known of the events which give rise to the grievance or dispute.

**STEP 1** Within ten (10) working days from the notification of the grievance or dispute, a meeting between a representative of the Division and a representative of the Employer shall take place at a mutually agreeable time and location. The parties may mutually agree to no more than a ten (10) working day extension of this meeting. In the event no such meeting takes place, the grieving party must comply with Step 2 within five (5) working days after the meeting was scheduled to occur or fifteen (15) working days after notification, whichever is later.

**STEP 2** In the event the grievance is not settled in the preceding step, the grievance shall be referred in writing within ten (10) working days to the Sub-Committee for their decision.

**STEP 3** The Sub-Committee shall meet on the second Wednesday of the month if any grievances have been filed within the preceding month. The Sub-Committee, by mutual Agreement, may schedule more than one meeting a month. Both members of the Sub-Committee must be present to consider grievances. However, should one Sub-Committee member or any party fail to attend without prior consent, the grievance shall automatically be referred to the Joint Grievance Board within ten (10) working days.

**(A)** The Sub-Committee shall hear all grievances and render a decision on whether there has been a violation of the Agreement. If a violation is found, they shall order an appropriate remedy.

**(B)** In the event the Sub-Committee is deadlocked, the grievance shall automatically be referred to the Joint Grievance Board.

**(C)** Any decision of the Sub-Committee is appealable to the Joint Grievance Board by the filing of a written appeal to them within seven (7) working days following receipt of the Sub-Committee's written decision.

**STEP 4** The Joint Grievance Board shall meet within ten (10) working days of receipt of an appeal or the referral from the Sub-Committee to hear the grievance. In the event there is no quorum for the first meeting, a second meeting shall be rescheduled within five (5) working days of the first scheduled meeting. Should the second meeting not occur within the allotted time frame, the grievance shall automatically be referred to the Impartial Arbitrator.

**(A)** In the event the Joint Grievance Board is deadlocked or fails to meet within the time set forth above, an Impartial Arbitrator shall be selected to hear and decide the grievance. If the Joint Grievance Board is unable to agree upon an Impartial Arbitrator, a F.M.C.S. Panel of five (5) arbitrators shall be selected and one (1) arbitrator shall be selected of the panel.

**6.04. "Grievance and Arbitration"** All decisions on grievances processed through this grievance and arbitration procedure shall be binding upon all parties to this Agreement. To assure that the parties promptly comply with arbitration awards, it is directed that all arbitration awards include as part of a remedy that should it be necessary to enforce an arbitration award through court proceedings, the monetary amount of any award shall be doubled and the prevailing party shall be entitled to reasonable attorney's fees and court costs.

**6.05. "Joint Grievance Board"** The Joint Grievance Board's, Sub-Committee's, and Impartial Arbitrator's authority shall include, but, not be limited to:

**(A)** Dismissing a grievance.

(B) If there is a finding of violation by a signatory, then by Award to take the following action against a signatory:

1. To fix damages and take appropriate proceedings to collect such damages, including upon reasonable notice, stop payment orders to persons owing money to such signatory and cancellation of the Agreement.
2. To reimburse the aggrieved for any losses.
3. To require a bond of a signatory upon delinquency of wages or fringes as set forth in 11.12, Remedies.
4. To issue an order of contract compliance.

(C) To inspect books, payroll records and accounts of any signatory pertaining to any grievance either by itself or through its representative. Such records shall be available upon forty-eight (48) hours notice.

(D) To issue an order to any signatory to appear at the Air Conditioning and Refrigeration Center, or other location in connection with a grievance.

(E) Any damages collected shall be paid to the person damaged; or paid to the Pension or Health and Welfare Fund.

**6.06. "Arbitration"** The costs of conducting an arbitration hearing, i.e. arbitrator's fees, court reporter's fees, and site expenses, shall be borne equally by the parties. All other costs related to the arbitration shall be borne by the party incurring such costs.

**6.07. "Amendments"** The Joint Grievance Board, its Sub-Committee, or an Impartial Arbitrator shall not have the power to change or amend the terms of this Agreement.

## ARTICLE 7

### STRIKES, LOCK-OUTS AND PICKET LINES

**7.01. "Strike or Lock-out"** There shall be no slow-down or cessation of work by strike or lock-out with relation to any grievance pending final settlement of the grievances as provided in Article 6 unless stated otherwise in this Agreement; if this section is violated, the injured party may seek relief in the appropriate court.

**7.02. "Work Stoppage"** There shall be no stoppage or slow-down of work by strike or lock-out on account of jurisdiction.

**7.03. "Picket Lines"** Employees shall not be required to go through lawful primary picket lines on a going construction job or picket lines established by strikes when either are authorized by the local Building and Construction Trades Council, AFL-CIO, or by the Los Angeles County Federation of Labor, AFL-CIO, or by the Orange County Central Labor Council having jurisdiction in the area where the strike occurs. Employees shall not be discharged or disciplined for refusing to cross such picket lines, with the exception of picket lines established pursuant to Paragraph 03(a).

(A) However, if the picket lines described above are established at a facility which provides for the preservation of perishable products or human life, Paragraph .03 shall not apply in the interest of Public Health and Safety.

**7.04. "Delinquencies"** In the event any Employer is delinquent and fails to pay any fringe benefits described in this Agreement, or fails to file the necessary deposit or bond as required in Article 11 - Wages and Fringes, the Division shall have the right and the obligation to remove employees as provided in Section 7.05 of this Agreement. In addition to all other obligations, the Employer shall pay the men a maximum of sixteen (16) hours in wages and fringes for lost time or until the delinquency is satisfied, whichever is the lesser length of time.

**7.05. "Delinquent Employer"** In the event the Division refuses and/or fails to remove Employees from a delinquent Employer within thirty (30) days of notice of such delinquency, confirmed by certified mail (copy to the Association) from the Trust Fund Office, the Division shall thereafter be liable for any delinquent contributions which the Fund is unable to collect from the delinquent Employer. The Division shall be excused from the penalty if it notifies the Fund and Association within the above thirty (30) days with an acceptable explanation of its inability to comply.

## **ARTICLE 8 TRAINING**

**8.01. "Training"** The Air Conditioning and Refrigeration Industry requires the services of highly skilled Journeymen. Technical advances in the Industry make it essential that the Journeymen, Apprentice & Tradesman continuously keep themselves abreast of the Industry through study and education. Without fully trained and competent Journeymen, neither the Employer nor the Union will be able to maintain the working conditions provided for in this Agreement, nor adequately serve the public. Further, the Division and Employees have the responsibility that the Employees shall take advantage of available study and education for the improvement of their abilities.

**8.02. "Apprentice Training Trust"** There is hereby established a Joint Journeymen and Apprentice Training Trust (J.J.A.T.T.). The operation of this Trust is controlled by the Trust documents.

(A) On or before March 15th of any year the J.J.A.T.T. will approve a budget for the following year. The J.J.A.T.T. will collect and receive all training money provided for under this Agreement, and disburse same in accordance with the budget. All budgets shall be approved by the Association and the Division.

**8.03. "Training Committee"** There is hereby established a Joint Journeyman and Apprentice Training Committee (J.J.A.T.C.) composed of four (4) labor representatives or their alternates selected by Division and four (4) management representatives or their alternates selected by the Association. The J.J.A.T.C. shall provide the following for the education and training of Employees covered by this Agreement:

(A) Courses of instruction for the training in Air Conditioning and Refrigeration work as the Committee may determine necessary.

(B) Classroom facilities and training equipment for approved courses.

(C) Instructors for the approved courses.

(D) Require the Journeymen, the instructors and the Employers to make such progress reports on candidates for certification as the Trust may determine.

(E) Evaluate candidates for certification and upon being satisfied of the Journeyman's qualifications, issue a certificate, good for one (1) year, that the Journeyman is a Certified Journeyman. Where the Employee is prevented from attending classes for an extended period by the Employer, he may have his certificate so extended for a period not to exceed one (1) year, upon the successful completion of a test approved and administered by the J.J.A.T.C.

(F) Decertify Journeymen proved to be incompetent or careless.

(G) Employ such personnel as may be required.

(H) Provide the Tradesmen with not less than 96 hours of classroom instruction which equals three (3) hours per night for one (1) year.

(I) Provide safety program for all classifications of Employees.

(J) Any appropriate change in the certification program to meet conditions and/or technology in the industry.

(K) The parties encourage all Journeymen to attend the J.J.A.T.C. Airconditioning or Commercial Refrigeration "Core" classes, which are offered to all certified Journeymen on a voluntary basis.

(L) The purpose of the Journeyman Continuing Education Program is to keep Local 250's Air Conditioning & Refrigeration Journeymen knowledgeable of, and proficient in current service and construction innovations and procedures. Certification class selection should be made so that the knowledge and skills gained in the class

will be of mutual benefit to the Journeyman and the Employer. A Journeyman may certify in any course in any school approved by the Employer. Therefore, all journeymen wishing to certify are encouraged to meet with their Employer or designated Employer representative prior to the selection of a certification class. The Employer and the Employee must notify the J.J.A.T.C. in writing of their intent to certify under these special conditions. To become Certified during the term of this Agreement, all Journeymen are required to apply to the J.J.A.T.C. in any given year of their intention to certify and shall designate the Certification class or classes selected. There shall be a "window period" within the first two (2) weeks of the Certification School Year for the purpose of adjusting class assignments. This "window period" shall only be used to insure what the educational needs of the student and the employing Contractor are met.

**8.04. "J.J.A.T.C."** All training of duly qualified Apprentices shall be under the supervision and control of the J.J.A.T.C. The J.J.A.T.C. shall formulate such rules and regulations as it deems necessary and which do not conflict with the terms of this Agreement, to govern eligibility, registration, education, and the training of all qualified Apprentices, and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations, when formulated and adopted by the Association and the Division, shall be recognized as part of this Agreement. The Employer shall notify the J.J.A.T.C. of the name of the person, or persons, responsible for the training of Apprentices in the employment of said Employer, and the Apprentice(s) shall be under his supervision. Each Apprentice shall also be under the supervision of a Journeyman, and the Journeyman currently supervising shall co-sign the job evaluation report to the Apprenticeship Committee.

**8.05. "J.J.A.T.T."** The Chairman shall be a Management member of the Joint Journeymen and Apprentice Training Trust (J.J.A.T.T.) and the Secretary shall be a representative of the Division on the payroll of the Division. The Division and the Association may have an adviser to the Trust who will have equal right to speak on any subject along with the members but shall not have a vote. The Secretary shall select at the cost of the Trust a competent stenographer to take minutes of the meetings.

**8.06. "Director of Training"** The J.J.A.T.T. shall determine the qualifications and annually the performance and selection of a Director of Training for the Joint Journeymen and Apprentice Training Program. Said Director of Training shall operate under the direction of the Trust, except between Committee meetings the Director of Training shall report to the Chairman and Secretary of the Trust, who shall give all orders jointly to the Director of Training. The Director of Training shall receive the wages and fringes of General Foreman on the basis of fifty-two (52) weeks per year under this Agreement. The Trust may employ a Training Coordinator who shall report to the Director of Training and such Training Coordinator shall receive wages and fringes of Foreman on the basis of fifty-two (52) weeks per year under this Agreement. Compensation for the Director of Training and the Training Coordinator shall be established by the J.J.A.T.T. The Director of Training and Training Coordinator shall be selected from a signatory to this Agreement. Signatory is as defined in 1.08.

**8.07. "Certification"** The J.J.A.T.C. shall annually notify Journeymen and Employers that every Journeyman is entitled, at his option, to become a candidate for certification and the Committee shall also provide the time for the Journeymen to notify the Committee, in writing, of his intent to become a candidate. In order to be eligible for certification, a Journeyman must pass a written examination of the Committee. In all cases, the Journeyman must meet the qualifications of the Committee for certification. Journeymen who qualify will be advanced on the annual date of this Agreement. After each five (5) years of earned certification, he may petition the Committee and if the Committee is satisfied based on prior certification that the Journeyman is otherwise qualified, the J.J.A.T.C. may determine that the Journeyman may receive a year's certification without evaluation.

**8.08. "Representatives"** of the Division and the Association and Labor and Management on the Trust shall meet with the staff to review the operations of the training program and shall make recommendations to the J.J.A.T.C. and the J.J.A.T.T. for their operation of the program, as well as the type of courses to be offered by the J.J.A.T.T. In the event the J.J.A.T.C. or the J.J.A.T.T. fails or refuses to adopt the recommendations of these representatives, either the Association or the Division may submit the matter in controversy to the Joint Grievance Board, as provided under Article IV of this Agreement.

**8.09. "J.J.A.T.T. Successor"** In the event the J.J.A.T.T. shall cease functioning for any reason, the Committee shall remain in effect for the sole purpose of winding up the affairs of the Trust. Any funds remaining thereafter shall be used for the training of Apprentices.

**8.10. "J.J.A.T.T."** The Agreement of Trust establishing the J.J.A.T.T., whose terms are not inconsistent with this Agreement, as amended from time to time, is incorporated herein and made a part hereof.

**8.11. "Scholarship Loans"** The J.J.A.T.C. shall grant a scholarship loan to each Apprentice as defined in Paragraph 4 in an amount set forth in an Apprentice Scholarship Agreement and promissory note to be signed by the Apprentice at the time of indenture.

(A) Such loan shall defray the costs of the training, necessary equipment, maintenance, and all costs of operating a training facility, including salaries and related materials where applicable.

(B) The Apprentice Scholarship Agreement and promissory note shall include the terms for repayment of the scholarship loan and the remedies available to the J.J.A.T.C. in the event of a breach of either the Scholarship Agreement or the promissory note.

**8.12. "Training Review"** The parties agree to refer to the Joint Journeyman and Apprentice Training Committee (J.J.A.T.C.) the responsibility to review the current training program and curriculum, and to revise such program and curriculum, and/or establish a new program and curriculum, for the Certified classifications and the Tradesman classifications.

**8.13. "Training Voucher Program"** The Union and ARCA recognize the need for continuous training to maintain a fully qualified workforce; therefore, the Training Trust is directed to establish a Training Voucher Program. The Training Voucher Program is to enable the Contractors to receive periodic training vouchers in a direct relationship to the amount of annual contributions paid. Training vouchers will be used for the cost of journeyman labor associated with training, limited only to wages, provided the training session is industry related and has been previously approved by the Training Trust. The parties to this agreement, Local Union 250 Division and the ARCA/MCA Association, agree to continue their support of the Voucher Program that has been designed to supplement the offsite training programs used throughout the industry. Notwithstanding the terms and conditions provided for in the collective bargaining agreement, the parties agree that when an employee is participating in an approved Voucher Program training session, the benefit costs provided for in the collective bargaining agreement are not required to be paid (the hourly wage, and vacation and holiday are to be paid).

## ARTICLE 9 GENERAL CONDITIONS OF WORK

**9.01. "Supervision"** There shall be a Journeyman designated as a working Foreman who shall have supervision of other Employees on any job having three (3) or more Employees.

**9.02. "Uniforms"** If the Employer requires that uniforms be worn by its service Employees then the Employer shall pay for the cost of the uniforms and periodic laundering of same. A uniform shall consist of shirts and

pants. There shall be a minimum of three (3) clean changes per week. The Employee shall be responsible for the return of all uniforms furnished when terminated or separated from their Employer.

**9.03. "Subcontracting"** The Employer agrees not to subcontract United Association work except to another signatory to a United Association Agreement.

**9.04. "Safety"** The Employer shall be required to furnish all safety equipment in accordance with State law and the Employee shall use said equipment when required. Employees required to work in an area where they are exposed to acids, caustics, asbestos, hazardous substances, or other hazardous conditions, shall be provided adequate equipment, clothing and other protection by the Employer acceptable to California State Accident Commission and CAL- OSHA. Should any Employee suffer a lost time injury, which is reported to the Employer, the Employer shall promptly notify the Division in writing of the injury.

(A) Any Employee injured on the job or shop to the extent of requiring a doctor's care and which injury prevents him from working, shall be paid a full days wages for the date of injury. If the injured Employee is required to return to the doctor designated by the Contractor, then the Contractor will be required to pay for time lost from work for subsequent visitations. If, however, the Employee chooses to visit a doctor other than the one designated by the Contractor for subsequent visits after the day of injury and the appointment is made during normal working hours, then the Employee shall not be paid for time lost during the work day.

**9.05. "Care of Tools"** Each Employee may, as a condition of employment, be required to sign a receipt for all new and serviceable hand tools issued to him, and upon termination shall be required to pay one-half of the original cost of any lost or missing tools. The Employer must repair or recondition any tool turned in by the Employees as not being in operating condition, or must furnish him a new tool in lieu thereof. The Employer must provide a storage area for the tool boxes within the shop or truck or on the job-site. Loss of hand tools for which the Employee has signed, through theft or forced entry, either from the locked shop, truck or storage area on the job-site, shall be the responsibility of the Employer.

(A) The Employer shall provide to each Employee an inventory form, approved by the Division and the Association. The Employee shall list all personal hand tools which are reasonable and necessary to the performance of his work. The Employer shall be responsible for any loss caused through theft or forced entry either in a shop, truck or locked storage on the job-site, provided the Employee makes a police report thereof.

(B) If an Employer requires an Employee to inventory company truck stock outside normal working hours, the Employee will be paid the appropriate hourly wage rate including vacation and holiday.

**9.06. "Business Representative"** The Business Representative shall have access to all jobs and shops at all time during working hours, with the exception of security clearance requirements, and it shall not be a violation of this Agreement for the Division to remove Employees covered by this Agreement until such time as access to the job is provided. The no-strike clause and the grievance procedure will not apply.

**9.07. "Trucks"** In the event of a breakdown of the truck, the Employee shall immediately notify the Employer and shall thereupon carry out the instructions of the Employer, being paid at the appropriate hourly wage rate including vacation and holiday. Employees shall follow Company policy on the use of Company vehicles.

**9.08. "Pay Provisions":**

(A) Pay-Day shall be once a week with no more than four (4) days withheld. Any time not turned in by an Employee shall be paid the next following pay-day. If an Employer willfully fails to pay any wages of an Employee who is discharged, the wages of such Employee shall continue as a penalty from due date thereof at the same rate until paid, but not to continue more than thirty (30) work days, or as provided under California law, whichever is greater.

(B) Payroll checks must bear the authorized signature of the Employer to whom the men are dispatched. The Employee shall receive a check stub from each showing the Employer's name and address, pay period covered,

regular and overtime hours worked, vacation and holiday contributions, and all other deductions required by law. If an Employer issues a check with insufficient funds in the bank for payment, he shall be required to issue only certified checks for the duration of the job or for ninety (90) days, whichever is longer, and shall reimburse the Employee immediately by certified check for the N.S.F. check issued and for bank charges assessed for such check.

(C) "Automatic Deposit" At the option of the Employer, and with the Employee's written consent, Employees may be paid by electronic or automatic deposit.

9.09. "Starting Time" Different starting and quitting times may be established by agreement for single shift operations between the Employer and the Division for such conditions as hot weather, traffic, where another craft or crafts on the same job or project have different starting and quitting times and such crafts have a direct effect on work covered by this Agreement, or for other mutually satisfactory reasons. Such deviation of starting time shall not subject the Employer to overtime rates as specified in this Agreement.

9.10. "The Parties" to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to Davis-Bacon provisions, specific geographic, or market areas and will endeavor by mutual agreement, to initiate such modifications to the Agreement during its term as may be necessary to assure the work opportunities of the Employees and the competitive position of the individual Employers. This section shall not be subject to the grievance and arbitration section of this Agreement. The Division shall notify Employees working under this Agreement of any agreed upon modifications and/or changes. The Association shall notify all Employers of any agreed upon modifications and/or changes.

## ARTICLE 10 STEWARDS

10.01. "Stewards" The Division shall select when necessary, but not more than one (1) steward to an Employer except on jobs where there are three (3) or more Employees. The Division will select a steward on the basis of such Employee's tact and diplomacy. A steward shall be a working Employee and, in addition to his work as a Journeyman, he shall be permitted to perform his duties during working hours. The Division agrees that such duties shall be performed as expeditiously as possible, and the Employer agrees to allow stewards a reasonable amount of time for the performance of such duties. The Division shall notify the Employer of the selection of each steward and the Employer, before laying off or discharging a steward, shall notify the Division four (4) working days prior thereto of his intention to do so. In no event shall an Employer discriminate against a steward or lay him off or discharge him on account of any action taken by him in the proper performance of his duties. A steward shall be offered hours of work and overtime comparable hours offered to other Employees on similar work. On lay-off for lack of work, the steward shall be the last laid off of those engaged in similar work.

10.02. "Disputes" The steward may receive grievance and disputes from Employees and these matters shall be reported to the Division for processing as a formal grievance. In addition, the steward may attempt to adjust amicable minor differences or misunderstandings arising out of the interpretation or application of this Agreement.

10.03. "Violations" Any violation of this Article shall be treated as a grievance under Article 6, except that the Joint Grievance Board Subcommittee shall meet within seventy-two (72) hours after the filing of the grievance.

**10.04. "Fringe Reports":** The Steward shall receive a copy of the monthly fringe report as required in Article 11 upon request.

## **ARTICLE 11**

### **WAGES AND FRINGES**

**11.01. "Wages and Fringes" (A)** The Employer shall pay for every hour worked. Appendix A sets forth the wages and fringes for Employees covered by this Agreement.

**(B)** The Employer shall pay to the Air Conditioning and Refrigeration Industry Trust Fund fringes for Employees covered by this Agreement.

**(C) "Supervision Wage Rates":** The Foreman wage rate shall be 15% above Journeyman. The General Foreman wage rate shall be 25% above Journeyman. These percentages will, also, apply to Vacation and Holiday Pay.

**(D)** Tradesmen upgrading to Apprentice will not suffer a reduction in pay when transitioned.

**(E)** Administrative Dues and Industry Recovery Fund are included in the base wage for all classifications. After taxing, deduct the appropriate Administrative Dues and IRF Rate per hour from their wages and send that amount, which will be included in the "composite rate," to the Trust Office.

Note: The Contractor must have "Authorization for Administrative Dues" Form on file and remit the fringe (composite) package to the Trust Office.

**(F)** Adjustments in the hourly rates shall become effective on the nearest Monday of the date established for such increase. That is to say that adjustments that are to become effective on Monday, Tuesday or Wednesday shall be effective on such Monday. Adjustments that are to become effective on Thursday, Friday, Saturday or Sunday shall be come effective on the following Monday.

**(G)** When an adjustment in the economic package of this Agreement is to be allocated by the Union, the Association will provide the Union a reminder notice ninety (90) days prior to the effective date of such adjustment, and the Union shall be required to provide the Association with the allocation not less than sixty (60) days prior to its effective date. The Association will be responsible for notifying its membership of the new allocation. In the event the Union fails to meet the required sixty (60) days advance notice, such adjustment will then become effective on the first of the month following sixty days from the date the allocation is received by the Association.

**11.02. "Vacation and Holiday Fund" (A)** In the computation of payments for the Vacation and Holiday Fund, the amount provided therefore shall be added to the hourly wage of the Employee for every hour worked and all payroll deductions made there from.

**(B)** The hourly rate payable to the Vacation and Holiday Fund as set forth in Appendix A of this Agreement may be decreased by one cent (\$0.01) per hour (or such other uniform amount upon notice duly given by the Union) for each employee who has authorized, in writing, an hourly contribution in this amount, to be deducted from the employee's wages and transmitted to a political action committee sponsored by the Union or its parent organization. Each Employer will transmit this deduction with the deduction for the Vacation and Holiday Fund. The Airconditioning and Refrigeration Industry Joint Trust Fund shall be responsible for the administration of this program. In no event may the Vacation and Holiday Fund deduction and the political contribution deduction exceed the total amount set forth for the Vacation and Holiday Fund in Appendix A of this Agreement.

**11.03. "Pension and Health and Welfare"** Tradesmen will receive proportionate credits on Pension and Health and Welfare Plans as the Service Journeymen and determined by the respective Trust Funds. During the six month probationary period, the Tradesman shall not receive credit for hours worked for the purpose of determining eligibility and benefits.

**11.04. "Air Conditioning and Refrigeration Industry Health and Welfare Trust Fund"** The Employer agrees to participate in a group Health and Welfare, vacation and holiday plan established under a written Agreement and Declaration of Trust establishing the Air Conditioning and Refrigeration Industry Health and Welfare Trust Fund, as amended and revised, which is incorporated herein and made a part hereof by reference. The Employer shall pay or cause to be paid to said Trust Fund the Amounts provided in 11.01 for and on account of Health and Welfare, vacation and holiday benefits as established by the Trust in said group plan, according to such terms, conditions and provisions established by the Trustee of said Trust Fund, not inconsistent with the requirements of this Master Agreement. The Employer agrees at all times to abide by and comply with all of the terms, conditions and provisions of said Agreement and Declaration of Trust, as amended and revised. If failure to pay or cause to be paid the amounts provided in 11.01, as heretofore provided, shall result in an Employee being denied any such Health and Welfare coverage, Vacation or Holiday benefits established in said group Health and Welfare, Vacation and Holiday plan to which he would otherwise have been entitled, the Employer shall be liable not only for all delinquent payments owed to the Trust Fund, but, in addition, for a sum equal to the value of such benefits denied to the Employee and payable to the Employee, except that the Employer shall not be liable to any Employee for failure to pay the contributions required if failure is due to an honest mistake or clerical error.

(A) If, during the term of this Agreement, the Trustees determine that a decrease in benefits is necessary, the Trustees will advise the Division and Association in writing giving them sufficient time to discuss and seek an alternative to decreasing benefits.

**11.05. "Air Conditioning and Refrigeration Vacation and Holiday Benefits"** The Employer shall pay to the Air Conditioning and Refrigeration Industry Health and Welfare Trust Fund, as amended and revised, the amounts provided in 11.01 for and on account Vacation and Holidays for his Employees. The Employer shall treat such payments for Vacations and Holidays as wages and shall make all legal payroll withholding for income tax, social security, unemployment insurance, etc., from the total of wages, including vacation and holiday pay, and shall then transmit the full amount of the Vacation and Holiday contribution each month to said Trust. Vacations shall be taken with the mutual consent of the Employer and the Employee. The estate of any deceased Employee shall be entitled to any monies on deposit for the Employee. On or about December 1<sup>st</sup> of any year the Agreement is in force, the Employee shall be paid all amounts credited to him as of July 1<sup>st</sup> of the same year. On or about April 1<sup>st</sup> of any year the Agreement is in force, the Employee shall be paid all amounts credited to him as of January 1<sup>st</sup> of the same year. The Employee is entitled to two (2) emergency withdrawal per year consistent with Plan administration rules.

**11.06. "Training Fund"** The Employer shall pay to the Depository the amounts provided in 11.01 for the account of the Training Fund.

(A) The Air Conditioning and Refrigeration Center will be available for use by the J.J.A.T.T., the Division, and ARCA for the benefit of the Industry.

(B) The Employer shall pay \$.05 per hour to the United Association International Training Fund. Such payment will be paid to, and distributed by, the National Pension Fund.

**11.07. "ARCA Association"** The Employer shall pay the A.R.C.A. Promotion Fund for every hour worked in the amount provided for in the Wage Schedule of this Agreement. Such amount is to be included in the Composite Rate and paid monthly to the Joint Trust Depository.

**11.08. "Air Conditioning and Refrigeration Industry Retirement Trust Fund"** The Employer agrees to participate in a group pension and retirement plan established under a written Agreement and Declaration of Trust establishing the Air Conditioning and Refrigeration Industry Retirement Trust Fund, as amended and revised, which is incorporated herein and made a part hereof by reference. The Employer shall pay or cause to be paid to the Trust Fund the amounts provided in 11.01 for and on account of pension and retirement benefits for Employees covered herein, as established by the Trust in said group Plan according to such terms,

conditions and provisions established by the Trustees of said Trust Fund and said Agreement and Declaration of Trust, as amended and revised. The Employer agrees at all times to abide by and comply with all of the terms, conditions and provisions of said Agreement and Declaration of Trust, as amended and revised.

**11.09. "Pension Funding"** It is the express intent of the bargaining parties to maintain the retirement fund so that it has no Employer withdrawal liability and that vested benefits are fully funded. To that end, the current contribution rate, based on a current actuarial evaluation, is sufficient to maintain present benefit levels without incurring any unfunded liability. In the event that, during the term of this Agreement, the contribution rate is not sufficient to maintain present benefit levels without incurring any unfunded liability, the Union may reallocate its wage and benefit package to sufficiently increase the pension contribution to avoid such unfunded liability. Should the Union not reallocate its wage and benefit package to sufficiently increase the pension contribution to avoid such unfunded liability, the Trustees are directed to adjust benefits to a level to ensure against any unfunded liability.

**11.10. "Air Conditioning and Refrigeration Industry Defined Contribution Retirement Plan"** The Employer agrees to participate in a defined contribution/profit sharing retirement plan established under a written Agreement and Declaration of Trust establishing the Air Conditioning and Refrigeration Industry Defined Contribution Retirement Plan, as amended and revised, which is incorporated herein and made a part hereof by reference. The Employer shall pay or cause to be paid to the Trust Fund the amounts provided in 11.01 for and on account of pension and retirement benefits for Employees covered herein, as established by the Trust in said Group Plan according to such terms, conditions and provisions established by the Trustees of said Trust Fund and said Agreement and Declaration of Trust, as amended and revised. The Employer agrees at all times to abide by and comply with all of the terms, conditions and provisions of said Agreement and Declaration of Trust, as amended and revised. It is agreed by the parties hereto that the Trust will accept individual Employee contributions through salary deductions as permitted by the Internal Revenue Code. The Employer agrees to make the appropriate wage deductions from Employees' salaries and remit those amounts as contributions in the same manner as for other Trust Funds set forth in this Agreement as required by 11.03.

**11.11. "P.I.P.E."** The Employer agrees to participate in the P.I.P.E. Labor Management Cooperation Committee Trust Fund by paying or causing to be paid the amounts provided in 11.01. Participation in P.I.P.E. is conditioned upon the P.I.P.E. Trustees creating one trustee position for the Division and one trustee position for the Association. The Employer agrees to abide by and comply with all of the terms, conditions, and provisions of the Agreement and Declaration of Trust, as amended and revised, which establishes this Trust Fund.

**11.12. "Remedies"** (A) Either the Union or the Trust Funds may bring legal proceedings against any Employer to compel the payment of or to recover any money required to be paid under this Article. In the event such suit is brought against the Employer, the losing party agrees to pay all court costs, cost of collection and reasonable attorney's fees.

(B) The Employer agrees that on demand by the Trusts described in this Article, he shall produce his books, records and other relevant and pertinent documents within three (3) working days and at a reasonable time and place so that the Trust or their representative may examine said books, records, or documents to determine if the Employer has made the contributions required by this Article.

(C) The parties recognize and acknowledge that the regular and prompt payment of contributions as required by this Article is essential to the maintenance of the various Trust Funds and Plans, and that it would be extremely difficult to fix the actual expense and damages to the aforesaid Trust Funds which would result from a failure to pay within the time as provided in 11.01. Therefore, the amount of damages to the Health and Welfare, Vacation and Holiday, and Pension Plans resulting from such failure shall be presumed to be the sum of \$100.00 or 10% of the amount of the delinquency, whichever is greater, which shall become due, owing and payable as liquidated damages and not as a penalty. The Board of Trustees may waive payment of any of

such liquidated damages in a particular case upon good and sufficient cause being demonstrated to the Trustees.

**(D)** In the event an Employer is delinquent or fails to pay any fringe benefits or A.R.C.A. Promotion Funds, as described in this Article, the Division shall have the right and obligation to remove its men from any and all jobs of the delinquent Employer as provided for in Section 7.05 of this Agreement.

**11.13. "Cash Deposit"** **(A)** In the event any Employer becomes delinquent in the payment of any monies payable under this Agreement of either the Health and Welfare, Vacation and Holiday, Pension contribution, or the contribution to the Joint Journeymen and Apprentice Training Committee, said Employer shall immediately furnish and deposit cash in a sum equal to twice the average monthly contribution for the last six (6) months and the amount which is delinquent and owed to any or all of the aforementioned funds, but in no event shall the amount be less than \$3,000.00 in the name of the Association and the Union, entitled Wage and Fringe Trust Account.

**(B)** Said cash deposit required by **(A)** above shall be deposited with the Trust Fund Office of Pension and Health and Welfare Funds or as agreed by the Association and the Division. Said cash deposit shall be maintained in a special bank or checking account. Disbursements from said account will be made upon the authorization of one (1) person selected by the Division and one (1) person selected by the Association signatory hereto. The Trust Fund Office will send to the Division and the Association a notice of all cash deposits with the name of the depositing Contractor.

**(C)** Additional cash deposits may be required from the Employer in the event said Employer again becomes delinquent in his contributions to the fringe benefit funds mentioned in Section **(A)** above. In the event of another delinquency, an additional cash deposit as set forth in Section **(A)** above, shall be made by the delinquent Employer.

**(D)** The cash deposit shall be used to pay and guarantee any monies payable under this Agreement or unpaid contributions to Health and Welfare, Vacation and Holiday, and Pension funds, and the contribution to the Joint Journeymen and Apprentice Training Trust, and for no other purpose. Said cash deposit shall be utilized and paid to the appropriate Trust Fund or committee only after an appropriate motion has been made by the Trustees of the trust fund involved.

**(E)** Said cash deposit shall remain on deposit as aforesaid for one (1) year. No request for a refund of the cash deposit shall be made and approved until the Employer has demonstrated that he has not been delinquent in any of the fringe benefit contributions for one (1) year immediately preceding said request.

**(F)** "Industry Recovery Fund" The Employer shall pay to the Depository the amounts provided in Section 11.01 for the account of the Industry Recovery Fund (IRF).

**11.14. "Surety Bond"** All Employers not signed to an Agreement on August 31, 1970, including new individuals, firms, or corporations formed by existing signatory Employers after that date, shall post cash or bond of a surety company in the sum of \$3,000.00 to guarantee payment of wages and fringes under the provisions of this Agreement.

**11.15. "Pension or Health and Welfare Coverage"** Any Employer, whose Employees are not now covered by the Air Conditioning and Refrigeration Industry Health and Welfare Trust Fund (including Vacation and Holiday) or the Air Conditioning and Refrigeration Industry Retirement Trust Fund, in order to be covered by said Trust Funds must comply with the terms, conditions and provisions established by said respective Trust Funds to become a contributing Employer there under, unless such Employers are Contractors and signatories to the Master Agreement. An Employer, at his option, may continue payments to said Trust Funds for his Employees covered by such payments who have left the employment covered by this or any prior Master Agreement, which payment shall be computed for each such Employee at the service hourly rate provided for all fringe payments including Vacation and Holiday in 11.01 times 110 hours per month and shall otherwise make such payments to said Trust for and on account of such Employees covered according to such terms, conditions and provisions established by the Trustees of said Trust Funds.

**11.16. "Trust Office"** The Air Conditioning and Refrigeration Health and Welfare Trustees and Retirement Trust shall continue the operation of a Trust Office. The Trust Office shall check monthly fringe reports for proper payment of all fringe benefits from Employers, posting of Employee's individual fringe payment record cards and obtaining answers to questions of Employees regarding the operation of any of the fringe benefits, handling complaints in regard thereto, as well as handling applications for benefits and including all processing and mailing of forms for various benefits to the Employees, maintaining a list of delinquent Employers and the financial status of all funds, transmitting such information to the Trustees of such funds as well as to the Association and the Division, and generally report to the Trustees.

**11.17. "Overtime Fringes and Vacation and Holiday"** All fringe benefit contributions paid on overtime hours shall be at the regular hourly contribution rate, except those contributions paid on overtime for Vacation and Holiday shall be paid at one and one half (1½) times the regular hourly contribution rate.

**11.18. "Forms and Depository"** The Association and the Division shall agree upon an Employer's form for the reporting and payment of fringes provided for in this Article, and also shall agree upon a bank, trust company, or other fiscal agent, hereinafter referred to as a "Depository" for the payment of fringes provided for in this Agreement; the Depository to be in the City of Los Angeles. The Employer shall file with the depository, **WHICH SHALL BE DUE ON THE TENTH (10th) DAY OF EACH MONTH, AND RECEIVED NO LATER THAN THE TWENTIETH (20th) DAY OF EACH MONTH**, the Employer's depository form for hours worked by Employees during the prior month, the original form to be signed by the Employer, and such additional copies as may be agreed upon by the Association and the Division. With the depository form, the Employer shall make payment for all fringes provided for in this Agreement. This Employer's form shall be filed by the Employer whether or not he is employing any Employee for the period in question. The Division and the Association may also agree that the Employer's form shall provide a place wherein members of the Association may report dues for the Association. Copies of all Employers reports shall be forwarded by the Depository to the Union and the Association.

## ARTICLE 12 GENERAL SHIFT WORK

**12.01. "Shift Work"** When the nature of the work requires shift work a shift shall consist of no less than three (3) consecutive working days. Shift work shall be subject to the following conditions:

1. The Division shall be notified via fax or in writing and the Employees shall be notified at least twenty-four (24) hours in advance of establishing or terminating the shift.
2. The shift(s) shall be eight (8) consecutive hours, exclusive of lunch, between 3:30 P.M. and 7:00 A.M.
3. All shift work shall be paid at fifteen (15%) per cent over the Employee's regular straight time hourly rate of pay.
4. Shift work shall be subject to the applicable overtime rates. Overtime hourly wage rates shall be based upon the hourly rate provided in Subparagraph 3 above.

## ARTICLE 13 TRANSPORTATION, TRAVEL TIME AND SUBSISTENCE

**13.01. "Report to Shop"** All Employees may be required to report for work at the shop and finish the day's work at the shop without any compensation provided for in this Article.

**13.02. "Zones"** The Employer shall select one (1) construction and one (1) service and repair Zone Center from the following Zone Centers:

(A) Los Angeles - 7th - Broadway;

- (B) Long Beach-Long Beach City Hall;
- (C) Santa Ana - Santa Ana City Hall;
- (D) Van Nuys - Van Nuys City Hall;
- (E) Pomona - Pomona City Hall;
- (F) Palmdale - Palmdale City Hall;
- (G) Employee's primary residence.

**13.03. "Selection"** Between September 1st and September 15th of any year in which this Agreement is in effect, each Employer shall notify the Division in writing of the Zone Centers selected.

**13.04. "Notification"** If the Employer fails to so notify the Division, he shall be deemed to have selected the zones he used during the prior year. Zones chosen under these provisions shall not be changed for the remainder of that current contract year.

**13.05.** Where an Employer has a valid branch operation with a permanent establishment and offices, the Employer may select Zone Centers for such establishment with the approval of the Joint Grievance Board.

**13.06. "Transportation"** (A) When an Employee is required to transport in his own automobile, men, service tools, whether personal or company owned, or material, from home to job, shop to job, job to job, or return, he shall be paid fifty cents (\$.50) per mile for each mile so traveled.

(B) An Employee required to report to the shop shall be paid time beginning when required to report to the shop and thirty cents (\$.30) per mile each way from shop to job, unless transportation is provided.

(C) When on construction work the Employee is required to report to a job within the fifty (50) mile radius of the Employer's Zone Center, the Employee shall receive no transportation pay.

(D) On jobs located more than fifty (50) miles from the Employer's Zone Center, the Employer shall have the option of paying:

1. Thirty cents (\$.30) a mile each way for the distance in excess of fifty (50) miles, or
2. Furnish transportation to and from the job.

**13.07. "Travel Time and Subsistence"** (A) The Employer shall have the option of designating a fifty (50) mile radius or one hour of driving time. The designation shall be made pursuant to the procedures in Section 13.02.

(B) When the Employee is required to report for work at a job site within fifty (50) miles or one hour of the Employer's Zone Center, he shall not be entitled to travel time pay or subsistence pay.

(C) For all time traveled to and from a job beyond the fifty (50) mile limit or one hour from the Employer's Zone Center, the Employee shall be paid travel time at his appropriate hourly wage rate including Vacation and Holiday pay. No fringe benefit contributions are required to be paid providing the travel time occurs before or after the regular eight (8) hour work day.

(D) The Employer shall furnish to the employee living expenses of seventy-five dollars (\$75.00) per night, or actual expenses that are reasonable and verified, when the employee is required by the Employer to remain out-of-town overnight, and when overnight lodging is required. Such living expense shall be paid for nights during holidays and weekends when the Employer requires an employee to remain out-of-town overnight.

(E) When required by the Employer to travel by air outside normal working hours, the Employee shall be paid one hour at the appropriate hourly wage rate before departure and one hour at the appropriate hourly wage rate upon return to the point of departure.

**13.08. "Parking"** When free parking is not available within one eighth (1/8) mile of the job or project the Employer shall reimburse the Employee at the lowest rate available within said one eighth (1/8) mile, provided the Employee presents a signed and dated receipt for each parking expenditure.

**13.09. "Gas and Oil"** Employees assigned a company vehicle shall be provided a company gasoline credit card to be used solely for the purchase of fuel and oil only as per Company Policy or instructions from a Company Representative.

**13.10. "Service and Repair"** Normal service and repair of the vehicle shall be carried out per Company Policy or instructions from a Company Representative. Employees shall promptly submit gas, service, and maintenance receipts as required by the Company.

#### **ARTICLE 14 DISCHARGES**

**14.01. "Discharges"** Employers shall have the right to discharge any Employee who has worked for the Employer over ninety (90) calendar days for good cause such as dishonesty, insubordination, in competency, intoxication, unbecoming conduct, or failure to perform work as required, provided no Employee shall be discharged or discriminated against because of membership or activity in said Union nor shall any Employee be discharged or discriminated against for making complaint to appropriate Federal and State agencies or the Union on matters relating to health, safety, or work place conditions. Employees who are employed less than ninety (90) calendar days can be terminated at the discretion of the Employer provided no such Employee shall be terminated for Union activity. Employees with less than ninety (90) calendar days of employment may only grieve a discharge on the basis that the discharge was for engaging in Union activity.

#### **ARTICLE 15 MAINTENANCE OF UNION WAGES AND CONDITIONS**

**15.01. "Owner-Member Obligations"** Every owner who works with the tools shall sign the Master Agreement and for all purposes is considered an Employee under this Agreement, including the obligation to maintain his membership in the Union. All owners/members of the Union who performs Airconditioning and Refrigeration work, as defined in Article 1, shall pay all fringes (except Vacation and Holiday Pay) as required in this Agreement on the basis of 110 hours per month even though pension coverage may not be available to said partner or sole proprietor by virtue of the Pension Trust rules based upon Internal Revenue Service rules and regulations.

**15.02. "Owners Working"** Not more than two (2) owners of a signatory employer can work with the tools, however, the restriction on the number of owners working with the tools may be waived by mutual consent between the Division and Association for the purpose of organizing non-union contractors. Upon signing this Agreement, the employer shall designate the owner(s) working with the tools by notifying the Division, the Association (ARCA/MCA), and the Airconditioning and Refrigeration Industry Joint Trust Funds in writing of their designation. Such designation can only be changed upon request and with approval by the Division. No owner shall work with the tools outside of the straight time hours of work set forth in this Agreement.

**15.03. "Piece Work"** No Employee shall contract for work covered by this Agreement with any Employer whether on a fixed price, time and material or piece work basis or other than for hourly wages as an Employee. Nor shall any Employee receive a commission and/or bonus for parts installed on any job. The Employer shall not permit any Employee to perform work on any basis other than for an hourly wage. Any Employer responsible for the violation of or Employee who violates this paragraph shall be assessed damages under the grievance procedure of \$200.00 per day for each violation.

**15.04. "Moonlighting"** No Employee shall perform work covered by this Agreement on his own account. If an Employee performs work on his own account, or uses equipment, parts, or materials belonging to the Employer, the Employee may be assessed damages a minimum of \$1,000.00 with a maximum \$5,000.00 or

suspended a minimum of a year to a maximum of three (3) years from work for any signatory, Employer, or both.

(A) Except as provided in paragraphs 15.01 and 15.02 no Employee who holds a Contractor's license will be permitted to work on work covered by this Agreement unless he submits evidence that he has made his license inactive through procedures specified by the State Contractors' License Board.

15.05. "Track Signs" Every Employer, beginning October 1, 1970, shall have his firm name permanently affixed in place on both sides of each truck used by the firm for Air Conditioning and Refrigeration work, in letters at least three (3) inches high and strokes at least one-quarter of an inch wide in compliance with State law, and failure to comply with this Section shall subject the Employer to \$50.00 per vehicle per day for each violation, under the provisions of the grievance procedure, Article 6.

#### ARTICLE 16 COOPERATION

16.01. "Cooperation" Upon request, the Division agrees to cooperate with the Association and the Employer in matters involving governmental rules and regulations where these affect the business of the Employer, and his ability to provide employment.

#### ARTICLE 17 MOST FAVORED EMPLOYER

17.01. "Most Favored Employer" In the event the Union hereafter enters into any Agreement with any Contractor engaged in Air Conditioning and/or Refrigeration work which is more favorable to that Employer than the terms of this Agreement, then the Union shall immediately submit to the Association a copy of such Agreement. The Association shall have the option to adopt the terms of said Agreement, or parts thereof, entered into by the Union and such other Employer covering only that particular type of work. This Agreement shall thereupon be deemed amended accordingly.

17.02. "Project Agreements" Notwithstanding Section 17.01 of this Agreement, should the Union negotiate a Project Agreement (ie: an agreement limited to a single project), the terms and conditions of that Project Agreement shall be available to all signatory Employers that are bidding that Project.

17.03. "Favored Nations" In the event the Union negotiates a more favorable economic package with any other association or individual employer, the employers signatory to this Agreement shall be entitled to adopt that more favorable economic package by reducing the basic hourly wage by the difference in cost for each classification contained in the Wage Schedule of this Agreement. For purposes of this Section, the economic package shall be defined as the total hourly costs (wages and benefits) as provided in the Wage Schedule of this Agreement, including the A.R.C.A. Promotion Fund.

#### ARTICLE 18 SPECIAL OPENING OF THIS AGREEMENT

18.01. "Special Opening" This Agreement or any part thereof, may be opened during the term of this Agreement only upon joint consent and must be in writing by the Association and the Division.

**ARTICLE 19**  
**JOINT INDUSTRY COUNCIL**

**19.01. "J.I.C."** There is hereby established a Joint Industry Council composed of four (4) representatives selected by the Division and four (4) representatives selected by the Association. Meetings must be held on a quarterly basis to discuss Industry issues as they relate to this Agreement and to recommend programs for the betterment of this Industry. Either the Division or the Association may call additional meetings if Industry issues have arisen which necessitate such a meeting.

**19.02. "Safety Committee"** The Joint Industry Council shall appoint a Safety Committee composed of labor and management to promote safety in this Industry.

**ARTICLE 20**  
**JOINT BOARDS, COMMITTEES, COUNCILS OR TRUSTS**

**20.01. "Boards"** This Article applies to any Joint Board, Committee, or Trust established by this Agreement. Members shall be selected by the Division and the Association.

**20.02. "Experience"** All Division representatives on any Joint Board, Committee, or Trust must have five (5) years experience as a member of Air Conditioning and Refrigeration Fitters of Local 250 and an Employee working for an Employer which is a signatory or subsequently becomes a signatory to the Master Agreement, or a full-time paid officer, representing the Refrigeration Fitters of Local 250.

**20.03. "Currently Employed"** All Association representatives must have experience in Air Conditioning and Refrigeration and be currently employed in a responsible managing position with a signatory.

**20.04. "Chairman and Secretary"** The Chairman and the Secretary shall be selected, one (1) officer from the Association and one (1) full-time paid officer from the Division. The term for each position shall be one (1) year and shall rotate between the Association and the Division.

**ARTICLE 21**  
**AIRCONDITIONING AND REFRIGERATION CONTRACTORS ASSOCIATION**  
**PROMOTION FUND**

**21.01. "ARCA Association Dues"** The Airconditioning and Refrigeration Contractors Association (A.R.C.A.) shall provide for its members, membership in the Mechanical Contractors Association of America (M.C.A.A.) and the Mechanical Service Contractors Association (M.S.C.A.) for the purpose of education, training, and other benefits offered by membership. The cost of this membership will be paid on behalf of Association members with the funds collected as part of the A.R.C.A. Promotion Fund.

**ARTICLE 22**  
**TARGET PROJECTS**

**22.01. "Organizing"** When necessary to organize non-union Employers and/or recover lost work, the Division and Association may identify certain work by temporarily adjusting the terms of this Agreement to meet these conditions.

**ARTICLE 23**  
**SUBSTANCE ABUSE POLICY**

**23.01.** The Joint Industry Council (J.I.C.) is responsible for the administration of the Substance Abuse Policy. Any dispute that arises under this Substance Abuse Policy shall be submitted to the grievance and arbitration procedure set forth in this Agreement. The success of this program revolves around the cooperative effort of both the Association and the Union to properly monitor the application of the process as described herein. Therefore, it is agreed to by the parties that only signatory Employers that are also signatory members of the Association may utilize the application of this Article.

**23.02.** The Union and the Employers recognize the problems drug and alcohol abuse have created in the industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the parties agree that in order to enhance the safety of the work place and to maintain a drug and alcohol free work environment, individual employers may require applicants and/or employees to undergo drug and alcohol screening. The parties agree that if an individual Employer implements a screening program, the following items have been agreed upon by Labor and Management.

**23.03.** This Substance Abuse Policy shall only apply to applicants and employees dispatched under the terms of this Agreement.

**23.04.** It is understood that the use, possession, transfer, or sale of alcohol or illegal drugs, narcotics, or other unlawful substances is absolutely prohibited while employees are on the Employer's job premises, while working on any site in connection with work performed under this Agreement, or during the performance of the job.

**23.05.** All applicants for employment will undergo a drug and alcohol screening prior to being allowed to report to the job-site. Each applicant must pass the drug and alcohol screening as a condition of employment.

**23.06.** Applicants that do not pass the drug and alcohol screening will not be placed on the Employer's payroll or receive any compensation. The Employer agrees to pay the cost for administering the drug and alcohol screening.

**23.07.** After an applicant is employed, the employee involved in an industrial accident that results in an injury to the employee, another person, or damage to plant, property or equipment, shall be tested for drugs or alcohol.

**23.08.** The Employer may require an employee to be screened for alcohol and drugs when the Employer has reasonable cause to believe that an employee is impaired. Observation must be made by at least one Union member along with an Employer representative. If the employee refuses to test, the employee is subject to immediate termination.

**23.09.** Applicants and employees who are taking medications prescribed by a physician shall notify the Employer of the medication. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the applicant's or employee's ability to perform work, is a basis to refuse the applicant/employee employment.

**23.10.** The establishment or operation of this Policy shall not curtail any right of an employee found in any law, rule, or regulation. Should any part of this Policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the policy shall be unaffected and the parties shall enter negotiations to replace the affected provision.

**23.11.** An employee who tests positive shall be entitled to one opportunity to enter a rehabilitation program at the employee's expense. When such a program has been successfully completed, the Employer shall be entitled to test the employee monthly for a period of one year from the date the employee returns to employment following the successful completion of the rehabilitation program. Any future failure to pass a drug or alcohol screening shall be grounds for immediate termination.

**23.12.** A sufficient amount of a fluid sample or hair follicle shall be taken to allow for two (2) different tests. In the event a question or positive result arises from the first test, a second test must be utilized before action can be taken against the employee or applicant.

**23.13.** The Union and the Employers recognize their responsibility to ensure a safe and drug free working environment, therefore, notwithstanding any other provisions contained in this Agreement, the Employers reserves the right to implement a random drug testing program for all employees covered under the terms of this Agreement and in accordance with the following provisions:

(a) All safeguards of the existing drug/alcohol testing program shall be applicable, except that random testing, as defined herein, shall now be a component of that program.

(b) The Employer shall randomly select a sufficient number of bargaining unit employees ("employees") for testing during a twelve month period so that not less than 15% of the employees are randomly tested and not more than 33% are randomly tested.

(c) The Employer shall make the selection of employees for random testing by a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with the employee's social security numbers, payroll identification numbers, or other comparable identifying numbers. Under the selection process used, each employee shall have an equal chance of being tested each time selections are made.

(d) The Employer shall maintain records for at least three years reflecting its selection method and processes.

(e) The Union may, upon prior written request, inspect those records at any time to determine if the Employer has adopted and is using a scientific method.

(f) The Employer shall ensure that the dates for administering random tests are spread reasonably throughout the year.

(g) The Employer shall ensure that random tests are unannounced to anyone ahead of time, other than those persons absolutely necessary to carry out the selection and testing.

(h) The Employer shall require that each employee who is notified of selection for random testing proceeds to the test site immediately; provided, however, that if an employee is performing a safety-sensitive function at the time of notification, the Employer shall instead ensure that the employee ceases to perform the safety-sensitive function in a safe manner and proceeds to the testing site as soon as possible.

#### **ARTICLE 24 SEVERABILITY**

**24.01.** If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable. In the event that this should occur, the Division and Association shall meet and bargain in good faith over the affected term or provision. Such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

**ARTICLE 25**  
**ENTIRE AGREEMENT**

**25.01. "Additional Agreements"** This Agreement sets forth the entire agreement between the parties. There are no existing understandings, side letters or other agreements between the parties on the matters covered herein, except those attached hereto as an Appendix. Nothing herein shall prohibit the parties during the term of this Agreement from entering into additional agreements as provided within this Agreement.

**ARTICLE 26**  
**EFFECTIVE DATE AND TERMINATION**

**26.01.** This Master Agreement shall commence on the first day of January 2001, and shall remain in effect through and including August 31, 2006, and continue in effect from year to year thereafter unless written notice of change or termination is given by one party or the other at least sixty (60) days prior to August 31, 2006, or any succeeding year.

**26.02.** If a signatory Employer decides to terminate participation of this Agreement, such notice of termination must be given in writing to the Union and the Association between January 1, 2006 and February 28, 2006, or any succeeding year.

**26.03.** The Division and the Association, on behalf of its members, recognize the need to be competitive in the marketplace, to increase the available workforce, to secure market share, and further the overall interest of the industry. In a joint partnership effort to achieve these goals, the parties agree that should negotiations pass the August 31, 2006 date referred to above in Section 26.01, both parties will continue to work under the terms of this Agreement until such time as a settlement is reached, or one or both parties demand arbitration as provided below.

**26.04.** In the event a settlement is not reached during negotiations, the parties agree that there will be no interruption or cessation of work. Within thirty days of making an arbitration demand, an arbitration will be conducted by one of the three arbitrators listed below. At the arbitration hearing each party shall present to the arbitrator their respective final offers. There can be no change from the final bargaining position as presented during negotiations. Each party shall be entitled to present evidence and argument supporting its final offer. Issues that were mutually agreed upon during the course of negotiations will be considered resolved. Post hearing briefs must be filed within thirty days from receipt of the court reporter's transcript.

**26.05.** Within thirty days after receipt of the written briefs, the arbitrator will review the respective positions and select in its entirety the one position that best reflects the mutual goals of the parties, as described in Section 26.03 above. The arbitrator is bound by the terms of this Agreement to select one of the submitted positions in its entirety. There can be no mixing of the two proposals.

**26.06.** The three arbitrators to be used as set forth in this Article are, in priority order, Fredric R. Horowitz, R. Wayne Estes, and Howard S. Block. In the event one of the named arbitrators becomes unavailable during the term of this Agreement, the parties agree to meet and add a name to the list and reestablish the priority order. The first name listed is to be used unless that arbitrator is unavailable for the required time schedule identified in this Article. In such case the next name in the order shall be contacted.

**26.07.** The costs of the arbitration will be split equally between the parties. A court reporter will be required to document the positions as presented orally before the arbitrator.

**IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 23<sup>rd</sup> day of February 2004.**

MEMBERED BY STATE

  
**Sid C. Stolper, Business Manager**  
**Southern California Pipe Trades**  
**District Council 16**  
**As Successor to**  
**United Association of Journeymen and**  
**Apprentices of the Plumbing and Pipefitting**  
**Industry, Local 250, and its former**  
**Refrigeration Division**

  
**Richard J. Sawhill**  
**Executive Vice President of ARCA/MCA**  
**Airconditioning, Refrigeration, and Mechanical**  
**Contractors Association of**  
**Southern California, Inc. (ARCA/MCA)**

## SERVICE & REMODEL

### ARTICLE 1 SERVICE DEFINITIONS

**S&R-1.01. "Service and Maintenance Work"** is defined as services performed on newly installed, temporary or existing HVAC&R systems by Signatory Contractors and Division Employees either by contract or on an emergency call basis. These signatory contractors and Division Employees will perform all service and maintenance work on any newly installed, temporary, existing, remodeled, revamped or redesigned system relating to mechanical HVAC&R equipment, piping, and building automation systems. This service and maintenance work shall include but not be limited to the refrigerant reclamation and recovery, evacuation, charging, start-up, inspection, operation, maintenance and service work necessary to keep all of the mechanical equipment and controls of refrigeration, air conditioning, heating, boilers, pumps, and ventilation systems in operational order. Service and maintenance work shall include, but not be limited to the maintaining, cleaning, adjusting, repairing, overhauling, modifying, starting and balancing, energy management systems, refrigerant reclamation and renovations of any HVAC&R system or component part thereof, regardless of size or location.

**S&R-1.02. "Energy Management Systems"** as used herein is defined as the efficient energy utilization through control of building HVAC&R loads as well as the related areas of fire alarm, fire safety and security control systems.

**S&R-1.03. "Refrigerant Reclamation and Recovery"** as used herein is defined as the recovery, decontamination, reclamation and reprocessing of any refrigerant regulated by a local, state, or federal governing agency during servicing, or removal from service, of any refrigeration system so that the refrigerant can be reused or recycled.

**S&R-1.04. "Remodeling"** in the Air Conditioning and Refrigeration industry falls within the jurisdiction of this Agreement. Remodel shall include modifications to HVAC&R systems, such as changing pipe sizes or changing the size by horsepower or by tonnage, or relocating pipe or equipment, or types of equipment. Remodel is considered service and repair.

**S&R-1.05. "Energy Conservation"** It is the intent of the Association Contractors and Division Employees to increase the work opportunity of the Refrigeration Fitters on work claimed by other crafts and non-union competition in the energy conservation and DDC control systems market. On all retrofit control system installations, all work necessary to build, install, and program control components and interconnecting low voltage wiring shall be done in accordance with all state and local codes by signatory contractors and Division Employees.

### ARTICLE 2 SERVICE CONDITIONS OF WORK

**S&R-2.01. "Tools"** Employees doing service work may be required to furnish their own hand tools. No such tools shall exceed fourteen (14") inches in length. 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 to the Employer, which are broken or damaged or stolen, shall be repaired or replaced by the Employer.

**S&R-2.02. "Balancing"** Whenever any air balancing, testing or adjusting is required, such work shall be performed by qualified Air Conditioning and Refrigeration Fitters. In the event that any unusual or specific

condition arises, interfering with the compliance of this section by the Employer, said Employer shall request a meeting of the Joint Grievance Board for a decision dealing with the unusual or special condition.

**S&R-2.03. "Service Work"** It is recognized by all signatories that for the benefit of the Public, the Employer and the Employee, special obligations exist on the part of the Employer and the Employee in connection with the needs of the public in regard to service work and the special conditions applicable to serving the public, including the providing of service outside of regular working hours. The service Employee is a representative of the Employer in dealing with the general public and in many instances the Employer's sole representative. It is, therefore, necessary that the service Employee not offend the customers of the Employer and will observe proper Customer Relations and personal appearance.

(A) The service Employee will, prior to commencement of work, notify the Employer upon the first job each day, the name and place of such job, or, if the service Employee has no assignment, will notify the Employer of that fact.

(B) The service Employee will carefully make out in writing all paperwork, such as time cards, work orders, work authorizations when requested and will mail such paperwork to the Employer the same day. Careless and incorrect reports on work done shall be the service Employee's responsibility to correct without additional expense to the Employer. The Employer shall furnish Employees with a duplicate copy of his weekly time card upon request.

(C) If the Employer offers the Employee the use of the Employer's truck to go to and from work, the Employee has the option to refuse such offer and to report to the shop, any job-site or other location within the Free Zone without compensation, and beyond the Free Zone with compensation as provided in Article XIII of the Agreement. When the service Employee uses the Employer's truck going to and from work, the service Employee shall keep the vehicle clean. Truck washes will be paid by the Employer. For the benefit of the Employer and the safety of the Employee it shall be the responsibility of the Employer to pay for the costs of keeping the truck in first class mechanical condition.

**S&R-2.04. "Reporting for Work"** Any 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 prevailing rate of wages, unless he has been notified by the Contractor before leaving his home not to report:

Any workman who reports to work, and for whom work is provided, shall receive not less than four (4) hours pay, except as set forth in S&R-3.04. However, the exception shall be when a strike or acts of God make it impossible to put such an Employee to work, where stoppage of work is occasioned thereby, or when a workman leaves his work of his own accord. An Employee reporting for work at the regular starting time at a shop or job, and for whom no work is available, due to acts of God, will receive no pay for reporting time.

### ARTICLE 3

#### SERVICE WORKING HOURS AND OVERTIME

**S&R-3.01. "Service"** The maximum working hours per day at straight time for service work shall be eight (8) consecutive hours excluding one-half hour for lunch, between 5:00 A.M. and 5:30 P.M. from Monday to Saturday, inclusive, with the exception that for Employees, when employed on service, the work week shall be any five (5) consecutive days in six (6) Monday through Saturday. The maximum working hours at straight time per week on service work shall be forty (40) hours. The Employee required to remain at home after 8:00 A.M. during his regular straight time hours shall be on the payroll of the Employer for such time unless the Employer gives him twelve (12) hours prior notice. The Employer will provide eight (8) hours of work on Saturday for each Employee who works the Tuesday through Saturday shift.

**S&R-3.02. "Computing Overtime"** For the purpose of computing overtime the twenty-four (24) hour day shall begin at the actual start time of the previous normal work day.

(A) On service work in excess of straight time provisions contained in this paragraph, the rate of pay shall be one and one-half (1½) times the regular hourly rate. On Sundays, Employees shall be paid portal to portal with a minimum of three (3) hours. On holidays, the rate shall be double the hourly rate.

**S&R-3.03. "Holidays"** The following days are recognized as holidays:

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day. If any of the above Holidays fall on Sunday, the Monday followed shall be considered a legal Holiday, and if on a Saturday, the previous Friday shall be considered a legal Holiday.

**S&R-3.04. "Overtime Service Calls"** It is recognized by the Employees and Employers that for the mutual benefit of our Industry and in the interest of preserving Union service work, that the Employee shall assume on an equitable basis the responsibility to be available after hours to serve the needs and requirements of the customer. The Employer shall post five (5) working days prior to the first of the month, the monthly "On Call" schedule. If the Employee is unable to meet his assignment, he shall notify the Employer prior to the effective date of the schedule. The Employer will divide and rotate such service calls equitably considering so far as possible the wishes of the Employees. The Employer shall pay the Employee for making such service calls as follows:

(A) Monday through Saturday, except Holidays, two (2) hours pay at time and one-half, or time and one-half for hours worked, whichever is greater.

(B) Sundays, three (3) hours pay at time and one-half (1½), or time and one-half (1½) for hours worked, whichever is greater.

(C) Holidays, three (3) hours pay at double time or double time for hours worked, whichever is greater.

(D) Emergency Travel Time will be paid at the appropriate overtime rate (wages, vacation & holiday). Fringe contributions will only be required to be paid to Health & Welfare & Defined Contribution Trust Fund for each travel time hour.

(E) If an Employee is required to be on call during periods outside of the regular work day, or work week, he shall receive the sum of \$9.00 per each such week day Monday through Thursday and the sum of \$16.00 for each Friday and Saturday, and the sum of \$16.00 for each such Sunday or Holiday. This on-call fee shall be considered as compensated expense for maintaining required facilities for this purpose.

**S&R-3.05. "Rest Period"** Every Employee shall have a rest period of eight (8) hours in every twenty-four (24) hours. Every hour worked after an Employee has worked sixteen (16) consecutive hours shall be paid at one and one half (1 1/2) times the hourly wage rate until the Employee is provided an eight (8) hour rest period.

**S&R-3.06. "4/10s"** A service and repair Employer may establish a four (4) day ten (10) hour work week for a minimum of six (6) months. The Employer may establish Monday through Thursday, Tuesday through Friday, and Wednesday through Saturday work weeks. This schedule shall operate as set forth below:

1. Establish a regularly scheduled week of work which includes not more than four (4) work days of not more than ten (10) hours each, so long as the Employee receives two (2) consecutive days off within each work week, provided that:

(A) The Employer is not required to pay overtime for the ninth and tenth hours worked during such work days.

(B) If an Employee on such four (4) day schedule is required or permitted to work more than ten (10) hours in any work day, the overtime rate shall apply to such Employees for those hours worked in excess of the tenth hour on that work day.

(C) Any Employee on such a schedule who is required or permitted to work on more than four (4) work days shall be compensated at the overtime rate for the first eight (8) hours on such additional work days and double the Employee's regular rate of pay for work in excess of eight (8) hours on those work days.

## CONSTRUCTION

### ARTICLE 1

#### CONSTRUCTION DEFINITIONS

**C-1.01. "Construction"** is the custom prefabrication, erecting, installing, joining together, handling and setting up, dismantling for reuse, initial charging, start-up and testing, adjusting, system balancing, including hydronics and air in any form, of any equipment used in Air Conditioning and Refrigeration.

**C-1.02. "Work Covered"** all piping for the installation of Air Conditioning and Refrigeration equipment and systems, regardless of size; the setting and installation of all manufactured equipment, built-up and packaged, such as air handlers, condensers, towers, chillers, compressors, free standing coils, and the installation of re-heat coils and controls when attached, condensate drains and refrigerated market equipment.

(A) The working terms and conditions of an Employer under a labor agreement with the Union and District Council 16 United Association, may also be performed under this Agreement provided all fringe contributions are paid into the Air Conditioning and Refrigeration Trust Funds.

(B) The installation of refrigeration systems for markets and stores within District Council No. 16.

(C) All pipe and non-structural pipe and equipment supports may be fabricated in the Contractor's shop or yard, if located in the area covered by District Council No. 16 Agreement, and transported for installation on any job in geographical area covered by District Council 16 including all work covered under this Agreement performed by Employees covered under this Agreement on residential prefabricated modular component construction.

**C-1.03. "Installation"** It is recognized by the parties hereto that it is mutually desirable to have all work covered under the jurisdiction of the Union, performed by Employees covered by this Agreement and to that end they will utilize their best efforts to see that this is done to the extent permissible by law. To further this aim of protecting our present work and to reclaim any work lost to the non-union contractors, it is hereby agreed that all Signatory Contractors shall notify the Division, in writing, of any construction/remodel job or service contract that was awarded to any non-union contractor. The notification will be transmitted via FAX or regular mail to the Division on an Industry approved form within five (5) working days.

**C-1.04. "General Foremen and Foreman"** shall be selected solely by the Employer and they shall not apply or attempt to apply Union regulations, rules, by-laws, or provisions of the Union constitution. They shall comply with all provisions of the labor agreement:

**C-1.05 "General Foreman"** (A) On construction when two (2) or more foremen are employed on a job, one shall be designated General Foreman. On construction any person who supervises two (2) or more projects requiring foremen at separate geographical locations, shall be designated a General Foreman, excluding owners and project engineers who will not replace a Foreman or General Foreman.

(B) "Foreman" A Foreman is defined as a working foreman who shall have supervision of other Employees on a job having three (3) or more Employees. Foreman on construction supervising more than six (6) men shall not work with the tools except in cases of emergency or purpose of instruction. Foreman on one (1) project shall not supervise more than twelve (12) men.

### ARTICLE 2

#### CONSTRUCTION CONDITIONS OF WORK

**C-2.01. "Test Runs"** The operation and adjustment of all air conditioning equipment during test runs immediately following installation shall be performed by a Journeyman and is construction work.

**C-2.02. "Tools"** Employees doing construction work shall be required to furnish their own small hand tools, generally carried in a tool belt. No such tools shall exceed 14 inches in length. Pipe threading and pipe cutting tools, including tubing cutters (1-1/8") capacity and larger, pipe vises, welding torches, power tools and test instruments for measuring temperatures, pressure, air velocities, voltage, amperages, etc. shall be furnished by the Employer. Tools supplied by the Employee to the Employer, which are broken or damaged or stolen, shall be repaired or replaced by the Employer. The Employer will provide all expendable tools, such as drill bits, wire brushes, etc.

**C-2.03. "Reporting for Work"** Any 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 prevailing rate of wages, unless he has been notified by the Contractor leaving his home not to report; and any Employee who reports to 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, shall receive not less than a full day's pay. However, the exception shall be when a strike or acts of God make it impossible to put such an Employee to work, where stoppage of work is occasioned thereby, or when a workman leaves his work of his own accord. An Employee reporting for work at the regular starting time at a shop or job, and for whom no work is available, due to acts of God, will receive no pay for reporting time. On construction, if work is provided for one Employee, it must be provided for all.

### ARTICLE 3 CONSTRUCTION WORKING HOURS AND OVERTIME

**C-3.01. "Construction"** (A) The working days for construction shall be eight (8) consecutive hours starting between 5:00 A.M. and 7:00 A.M. Starting time for construction may be advanced up to 5:00 A.M. Monday through Friday, inclusive, due to weather, parking, traffic conditions, government regulations or another craft or crafts on the same job or project have different starting and quitting times or other bonafide job requirements, or by mutual consent of the Division and the Employer. Such deviation of starting time shall not subject the Employer to overtime rates as specified in this Article of the Agreement.

(B) Five day work weeks are to be Monday through Friday, 5:00 A.M. to 3:30 P.M.

(C) "Overtime" On all jobs, double time shall be paid for all hours worked over ten (10) hours, Monday through Saturday. When an Employee is required to complete a previous work shift/assignment, the Employee will remain on the appropriate overtime rate until such time that he is relieved from the job assignment for an appropriate rest period allowing for a reasonable commute time. An appropriate rest period is to be determined by mutual agreement. All hours worked on Sundays and Holidays will be paid at the double time wage rate. Time and one-half (1 1/2) shall be paid for all other overtime.

(D) For the purpose of computing overtime, the twenty-four (24) hour day shall start between 5:00 A.M. and 7:00 A.M.

**C-3.02. "Overtime Permits"** There shall be no construction work performed on overtime without the Employer or its Employees first notifying the Division.

**C-3.03. "Holidays"** The following days are recognized as holidays:

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day. If any of the above Holidays fall on Sunday, the Monday followed shall be considered a legal holiday, and if on a Saturday, the previous Friday shall be considered a legal holiday.

**C-3.04. "Rolling Four (4) Ten (10) Hour Shifts"** (A) This shift schedule may be worked on a project provided it has a duration of at least sixteen (16) consecutive days. Each shift must maintain a crew size of at least fifty percent (50%) of the largest shift crew.

1. Under this Agreement, the day shift work force is organized into two (2) teams. The "A" team works four (4) consecutive ten (10) hour days. On the fifth (5) day, the "B" team continues to work four (4) consecutive ten (10) hour days. On the ninth (9) day, the "A" team returns to work to continue the construction activities. The same pattern applies for a second (2) shift.
  2. Payment for all hours beyond eight (8) hours shall be paid at one and one-half (1-1/2) the basic straight time pay, with the exception that all hours beyond eight (8) on Sunday will be paid at two (2) times the basic straight time rate.
  3. In this arrangement, the normal work day for all Employees shall be ten (10) hours of work, plus a one-half (1/2) hour non-paid meal period.
  4. Any Employee who is called in to work outside of his regular A, B, C and D week, to work either the 5th or 8th day, will be paid one and one-half (1-1/2) times the basic straight time hourly wage rate for work performed on that day. For work on the 6th or 7th day, the Employees will be paid at two (2) times the basic straight time hourly wage rate for work performed on that day. Employees working six (6) or more consecutive shifts shall receive two (2) times the basic straight time hourly wage rate after the fifth (5) regularly scheduled shift.
  5. The work day for each Employee shall be defined as the twenty-four (24) hour period which begins with the regular starting time of the Employee's shift the following day. In this shift arrangement, the day shift shall be worked somewhere between the hours of 5:00 A.M. and 5:00 P.M.
  6. "Swing Shift" (C or D Teams). For each shift, eight (8) hours shall be paid at the basic straight time hourly wage rate for the first (1) through the fourth (4) day of the scheduled work week for seven and one-half (7-1/2) hours of work. Eight (8) hours straight time pay shall be the basis for computing fringe benefits and overtime pay. Payment for all hours beyond seven and one-half (7-1/2) hours shall be at one and one-half (1-1/2) the basic straight time pay, with the exception that all hours beyond seven and one-half (7-1/2) on Sunday will be paid at two (2) times the basic straight time rate.
  7. All work performed on holidays shall be paid at two (2) times the basic straight time hourly wage rate.
  8. Wages due for Employees working the rolling 4/10 scheduled shall be paid the first day the Employee reports back to work on his next regularly scheduled work week.
  9. Any violation of the above shall make all hours worked payable at twice the hourly wage rate unless prior approval has been given by the Business Manager.
- (B) When the Contractor determines that shift work is necessary, the Employees who are assigned to the second and third shift on the first day, or on subsequent days, of the necessary five-day (5) period, must be continued on such shift until after the five-day (5) shift establishment period has been completed. Any such Employee who is not continued on such shift for the five-day (5) shift establishment period shall be paid at double time for all work performed on said second and third shifts. This provision shall not apply to Employees who are discharged for just cause during the shift establishing period.
- (C) Where shift work is temporarily interrupted for a period of one (1) work week for reasons beyond the control of the Contractor excluding the final termination of the shift, and all three (3) shifts have worked the same number of hours that week, and then the shifts are reestablished and the same individuals go back on the same shift (providing they are available), then there will be no penalty or no overtime payable. If one (1) or two (2) shifts are temporarily shut down or interrupted for a period of one (1) work week, and all three (3) shifts have not worked the same number of hours that week, then those who are not permitted to work must be paid four (4) hours straight time pay but it shall not be necessary to go through another five-day (5) shift establishing period.
- (D) On temporary heat on new construction projects, Employees covered under the terms of this Agreement shall operate all steam boilers and all steam systems operating at or under fifteen (15) pounds pressure, all hot water heating boilers and hot water heating systems, all gas or oil-fired unit heaters and all refrigeration and Air Conditioning equipment when the aforementioned units and systems are operated prior to the acceptance of the units or systems by the owner or his agent. Such work shall be performed at the regular hourly wage on all shifts with time and one-half (1/2) the regular hourly wage rate being paid for all work performed in excess of the regular work week.

**C-3.05. "Option Four-Ten work week"** The work days shall be ten (10) consecutive hours, exclusive of lunch period, between 5:00 a.m. and 5:30 P.M., forty (40) hours Monday 5:00 A.M. through Thursday 5:30 P.M. shall constitute a week's work. There is no premium pay during the hours stated above in the 4 - 10 work week unless another craft on the job-site is receiving premium pay, and if more than one craft is receiving premium pay then the highest premium rate shall be applicable hereto as if incorporated herein. The Employer signatory hereto may only apply this option prior to starting the job unless he has received permission from the Division. Time and one half (1 1/2) shall be paid for the ten (10) hours if worked on Friday. Double time shall be paid for all hours worked over ten (10) hours, Monday through Friday. Saturday, Sunday and Holidays shall be double time.

**ADDENDUM 1**

**UNITED ASSOCIATION of Journeymen and Apprentices of the Plumbing and Pipefitting Industry**

**April 15, 1977**

**Mr. W.D. Mattern  
Business Manager, Local 250  
18355 South Figueroa Street  
Gardena, California 90248**

Dear Sir and Brother:

Please find enclosed copy of Memorandum of Understanding for the Southern California Pipe Trades District Council 16 covering the Subject: "Freedom of Movement for Mechanical Equipment Service and Maintenance Work. Freedom of Movement for Refrigeration Installation." This Agreement was agreed to at a meeting of District Council 16 on February 16, 1977 and covers all Local Unions having jurisdiction for Refrigeration, Air Conditioning in Southern California and who are members of District Council 16.

This is to advise that upon the recommendation and concurrence of International Representatives William M. Francis and A.A. Sciadini, I am approving this Agreement.

With best wishes, I am  
Fraternally yours,

**MARTIN J. WARD  
General President  
United Association**

**MEMORANDUM OF UNDERSTANDING  
for the  
SOUTHERN CALIFORNIA PIPE TRADES  
DISTRICT COUNCIL 16**

**SUBJECT:**

Freedom of Movement for Mechanical Equipment Service and Maintenance Work. Freedom of Movement for Refrigeration Installation.

**SCOPE OF WORK:**

Mechanical Equipment Service and Maintenance work is the work normally performed by outside Contractors either by contract or on an emergency call basis on all work relating to inspection, operating, maintenance and service calls necessary to keep a Mechanical System of Refrigeration, Air Conditioning, heating and/or ventilation or any other newly installed, remodeled, rearranged or redesigned Mechanical System in operational order. Service and Maintenance shall include, but not be limited to all the maintaining, cleaning, adjusting, repairing, overhauling, starting and balancing and/or any system or component part thereof regardless of size or location, including all other service and maintenance work assigned to the Employer by the customer. Refrigeration installations for food preservation is the work normally performed by outside Contractors by contract or on a time and material basis, of all work related to setting and/or erecting refrigerated cases, walk in

coolers, compressors and/or condensing units water or air cooled and all component parts, accessories and piping necessary to make complete a refrigeration system for food preservation, including the start test and balance of this same system.

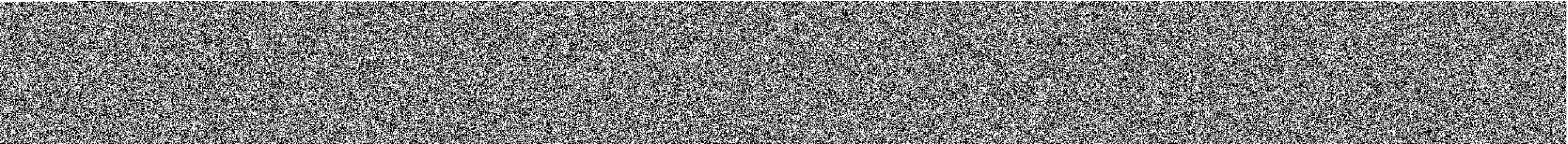
**AGREEMENT:**

1. For the purpose of this Agreement, the words "Home Local Union" shall mean the Local Union having jurisdiction in the area of the Employer's place of business, and therefore is the Local Union which referred the Employee to the Employer.
2. The Employer may use the Mechanical Equipment Service Journeymen for initial start-up of newly installed mechanical equipment, provided they are members or have notified the Local Union having jurisdiction in that area, and also provided that the rate of pay is adhered to for this type of work. When the Employer dispatches a Service Journeyman from his Home Local Union area for new start-up work, the Employee shall be permitted to work with the tools, and if he should need any extra help, shall obtain such help from the Local Union having jurisdiction, if qualified help is available.
3. The Employer may, at his discretion, assign two (2) members from the Employee's Home Local to work on each job within the territorial jurisdiction of another Local Union for the work which comes under the scope of paragraph one (1), Scope of Work, in this Agreement.
4. The Employer may, at his discretion, assign two (2) Journeymen Building Trades members from the Employee's Home Local Union to work on each job within the territorial jurisdiction of another Local Union for the work which comes under the scope of paragraph two (2), Scope of Work, in this Agreement. Also, the Employer must have a signed agreement with the Local Union in which the work is being done.
5. Any Employee performing work covered by this Agreement in the jurisdiction of a Local Union, other than his home Local Union, shall notify the Local Union in whose jurisdiction the work is being performed. These Employees shall pay working assessments, if any, only to their Home Local Union.
6. The recognized holidays within the terms of this Agreement shall be as provided for in the bonafide local agreement at the location wherein the Employee is working at the time such holidays occur.
7. When an Employee is assigned to work outside his Home Local Union, and when basic hourly rates differ from those of the Home Local Union, the higher rate shall apply.
8. All of the legally negotiated fringe benefit contributions, or deductions, under the Employee's Home Local Union's agreement, shall be paid only to the Trustees of the fringe benefit funds of his Home Local Union.
9. When an Employee is assigned to work outside his Home Local Union, and when the "Hours of Work" differ from his Home Local Union, he shall abide by the "Hours of Work" of the Local Union where work is being performed.

**AGREED** to and approved this 4th day of March, 1977.

**ADDENDUM 2**

**There is a Retail Food Store Addendum to this Agreement, which is incorporated herein by this reference. Copies of the Retail and Food Store Addendum may be obtained from the Association or the Union upon request.**



# **The Airconditioning, Refrigeration and Mechanical Contractors Association of Southern California**

Welcome to the Airconditioning, Refrigeration and Mechanical Contractors Association of Southern California (ARCA/MCA).

The Association has a diverse elected Board of Directors and various committees that enable member contractors to address industry concerns. The committees are a valuable resource for information that allows an individual contractor to seek ideas and examples to address those concerns. The Association provides various training and educational programs that enhance the learning process that is so important to the future of our industry.

The Association also fulfills the very important need of individual company representation on the numerous Trust Funds that each contractor so readily relies upon. Those Funds are the Health & Welfare, Pension and Training Center. The Association also ensures that each contractor, large or small, has an opportunity to address their concerns.

The undersigned contractor hereby assigns to the Airconditioning, Refrigeration and Mechanical Contractors Association of Southern California, Inc. (A.R.C.A.), the authority to act as its agent for the purposes of collective bargaining with respect to the collective bargaining agreements checked below. The Contractor acknowledges and understands that in consideration for such assignment it will become a member of the multi-employer bargaining unit represented by A.R.C.A. The Contractor has been provided a copy of the Associations By-Laws, and accepts all the obligations, rights and privileges that accompany membership in the Association.

This assignment shall remain in effect during the term of the collective bargaining agreement(s) checked below, including modifications, extensions, or renewals, and from year-to-year thereafter. The Contractor may terminate this assignment by serving written notice, via certified mail, of such termination to the Association at least ninety days prior to the collective bargaining agreement expiration date, expressing the intention to withdraw from the Association and the bargaining unit.

Please indicate the collective bargaining agreement that applies to your company. You may choose both.

\_\_\_\_\_ U.A. Local 250 Agreement  
(Los Angeles and Orange County)

\_\_\_\_\_ U.A. District Council 16 Agreement  
(Southern California)

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

FORM 10/81 971081

ARTICLE XXV

This ARCA Master Agreement shall commence on the first day of September 2001 and shall remain in effect until the last day of August 2006, and shall continue in effect from year to year thereafter unless written notice of change or termination is given by one part or the other at least sixty (60) days prior to August 31, 2006, between ARCA Contractors and Local Union 250.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above set forth.

UNITED ASSOCIATION OF STEAM, REFRIGERATION, AIR CONDITIONING, PIPE FITTERS, WELDERS & APPRENTICES OF LOCAL UNION NO. 250. (AFL-CIO)

DANIEL S. WHEELER  
LOCAL UNION 250

Name of Owner Entitled to work with the tools

Firm Name

State License No./Class of License(C-20,C-38)

Street Address

Workman's Comp. Insurance Carrier

City State Zip Code

Bonding Company

Phone Number

Is Your Firm a CORPORATION, PARTNERSHIP, or a SINGLE OWNERSHIP?

CORPORATE OFFICERS, PARTNERS OR STOCKHOLDERS TITLE % OF OWNERSHIP

Table with 3 columns: Name, Title, % of Ownership. Rows 1-5.

6. Name of R.M.O. or R.M.E. SS#

The Employer selects the following ZONE CENTER for the term of this Agreement:

- (a) LOS ANGELES - 7TH & BROADWAY
(b) LONG BEACH - LONG BEACH CITY HALL
(c) SANTA ANA - SANTA ANA CITY HALL
(d) VAN NUYS - VAN NUYS CITY HALL
(e) POMONA - POMONA CITY HALL
(f) PALMDALE - PALMDALE CITY HALL

EMPLOYER SIGNATURE:

Title

Responsible Party of Firm

Date

9/1/98-8/31/2001 EXTENSION

K 8610  
1,700 workers

# Local Union 250

81  
12 pp.  
91 h

JORGE J. RIVERA  
President  
LAWRENCE A. JONES  
Business Manager  
TOMMY SPARKS SR.  
Fin. Sec'y-Treas.  
JAMES STEINMETZ  
Chief Bus. Agent-Ref. Div.

STEAM-REFRIGERATION-AIR CONDITIONING-PIPE FITTERS AND APPRENTICES  
OF THE UNITED ASSOCIATION OF THE UNITED STATES AND CANADA

Affiliate AFL-CIO



Business Representatives  
EDWARD E. BARNES  
CARMINE BUONAURO  
JIM FEES  
JIM JONES  
GEORGE MIRANDA  
RALPH ROUNDY  
ROGER ROUNDY  
GEORGE VASQUEZ JR.

16355 SOUTH FIGUEROA STREET, GARDENA, CALIF. 90248-4217  
MAIL P.O. BOX 92988 - LOS ANGELES, CALIF. 90009-2988  
Bus. Mgr. (213) 221-1250 / Fin. Sec'y (213) 321-1811 / Ref. Div. (213) 770-8711  
BP. Appren. (210) 323-4478 / Ref. Appren. (213) 747-0291  
Fax (310) 329-2485

DATE 11.6.98.

FOR DELIVERY TO John Stienmeyer BLS

FROM Nancy Olson

REGARDING A/E/R Mutual Agmt.

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K8610

ARCA 98-01

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*CB*

**ARCA JOURNEYMAN SEPT. 1, 1998-AUG. 31, 1999**

	Wgs.	V&H	Taxable	(*IRF)	(*Dus)	401A	H&W	Pen.	PIPE	Trng.	N. Pen.	N. Trng.	Total
Journeyman	\$27.00	\$2.25	\$29.25	(0.25)	(0.15)	\$1.25	\$3.75	\$2.70	\$0.15	\$0.85	\$1.00	\$0.05	\$39.00
Cert. Journ.	\$27.75	\$2.25	\$30.00	(0.25)	(0.15)	\$1.75	\$3.75	\$2.70	\$0.00	\$0.35	\$1.00	\$0.05	\$39.60
Foreman	\$31.05	\$2.59	\$33.64	(0.25)	(0.15)	\$1.25	\$3.75	\$2.70	\$0.15	\$0.85	\$1.00	\$0.05	\$44.10
Cert. Fmn.	\$31.91	\$2.59	\$34.50	(0.25)	(0.15)	\$1.75	\$3.75	\$2.70	\$0.15	\$0.85	\$1.00	\$0.05	\$46.31
Gen. Fmn.	\$33.75	\$2.81	\$36.56	(0.25)	(0.15)	\$1.25	\$3.75	\$2.70	\$0.15	\$0.85	\$1.00	\$0.05	\$47.10
Cert. Gen. Fmn.	\$34.69	\$2.81	\$37.50	(0.25)	(0.15)	\$1.75	\$3.75	\$2.70	\$0.00	\$0.35	\$1.00	\$0.05	\$47.10

(\*Administrative dues and (\*)Industry Recovery Funds are included in the base wage for all classifications. After taxing, deduct the appropriate Administrative Dues and Industry Recovery Funds rate per hour from their wages. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

NOTE: In addition the employer shall pay to the A.R.C.A. Promotion Fund (\$0.15) fifteen cents per hour worked for all journeyman classifications. All other classifications at (\$0.20) twenty cents per hour covered under this Agreement. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

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ARCA 98-01

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*CB*

**ARCA APPRENTICES INDENTURED BEFORE JUNE 1996  
SEPT. 1, 1998-AUG. 31, 1999**

	Wgs.	V&H	Taxable	(*IRF)	(*Dus)	401A	H&W	Pen.	PIPE	Trng.	N. Pen.	N. Trng.	Total
App. 1 45%	\$12.15	\$1.01	\$13.16	(0.10)	(0.00)	\$0.75	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$17.61
App. 2 50%	\$13.50	\$1.13	\$14.63	(0.10)	(0.00)	\$0.75	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$19.08
App. 3 55%	\$14.85	\$1.24	\$16.09	(0.10)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$20.79
App. 4 60%	\$16.20	\$1.35	\$17.55	(0.15)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$22.25
App. 5 65%	\$17.55	\$1.48	\$19.01	(0.15)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$23.71
App. 6 70%	\$18.90	\$1.58	\$20.48	(0.15)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$25.18
App. 7 75%	\$20.25	\$1.69	\$21.94	(0.15)	(0.00)	\$1.25	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$26.89
App. 8 80%	\$21.60	\$1.80	\$23.40	(0.20)	(0.00)	\$1.25	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$28.35
App. 9 90%	\$24.30	\$2.03	\$26.33	(0.20)	(0.00)	\$1.50	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$31.53
App. 10 95%	\$25.65	\$2.14	\$27.79	(0.20)	(0.00)	\$1.50	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$32.99

(\*Administrative dues and (\*)Industry Recovery Funds are included in the base wage for all classifications. After taxing, deduct the appropriate Administrative Dues and Industry Recovery Funds rate per hour from their wages. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

NOTE: In addition the employer shall pay to the A.R.C.A. Promotion Fund (\$0.15) fifteen cents per hour worked for all journeyman classifications. All other classifications at (\$0.20) twenty cents per hour covered under this Agreement. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

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ARCA 98-01

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**ARCA APPRENTICE TRAINEE WAGES 1998  
SEPT. 1, 1998-AUG. 31, 1999**

	Wgs.	V&H	Taxable	(*IRF)	(*Dus)	401A	H&W	Pen.	PIPE	Trng.	N. Pen.	N. Trng.	Total
A.T. 1	\$10.40	(0.00)	\$10.40	(0.20)	(0.05)	\$0.50	\$3.25	\$0.00	\$0.00	\$0.50	\$0.50	\$0.05	\$15.20
A.T. 2	\$11.50	\$0.58	\$12.08	(0.20)	(0.05)	\$0.50	\$3.25	\$0.25	\$0.00	\$0.50	\$0.50	\$0.05	\$17.13
A.T. 3	\$12.50	\$0.58	\$13.08	(0.20)	(0.05)	\$0.50	\$3.25	\$0.25	\$0.00	\$0.50	\$0.50	\$0.05	\$18.13
A.T. 4	\$13.50	\$0.58	\$14.08	(0.20)	(0.05)	\$0.50	\$3.25	\$0.25	\$0.00	\$0.50	\$0.50	\$0.05	\$19.13
A.T. 5	\$14.50	\$0.90	\$15.40	(0.20)	(0.05)	\$0.50	\$3.25	\$0.25	\$0.00	\$0.50	\$0.50	\$0.05	\$20.45

Partsman \$9.50 \$0.00 \$9.50 (0.20) (0.05) \$0.00 \$3.00 \$0.00 \$0.00 \$0.15 \$0.00 \$0.05 \$12.70  
 (\*Administrative dues and (\*)Industry Recovery Funds are included in the base wage for all classifications. After taxing, deduct the appropriate Administrative Dues and Industry Recovery Funds rate per hour from their wages. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

NOTE: In addition the employer shall pay to the A.R.C.A. Promotion Fund (\$0.15) fifteen cents per hour worked for all journeyman classifications. All other classifications at (\$0.20) twenty cents per hour covered under this Agreement. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

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ICA APPRENTICES INDENTURED AFTER JUNE 1998

ARCA 98-01 *JB*

PT. 1, 1998-AUG. 31, 1999

	Wgs.	V&H	Taxable	(*IRF)	(*Dus)	401A	H&W	Pen.	PIPE	Trng.	N. Pen.	N. Trng	Total	
pp. 1	40%	\$10.80	\$0.90	\$11.70	(0.10)	(0.00)	\$0.75	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$16.15
pp. 2	45%	\$12.15	\$1.01	\$13.16	(0.10)	(0.00)	\$0.75	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$17.61
pp. 3	50%	\$13.50	\$1.13	\$14.63	(0.10)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$18.33
pp. 4	55%	\$14.85	\$1.24	\$16.09	(0.10)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$20.79
pp. 5	57.5%	\$15.53	\$1.29	\$16.82	(0.10)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$21.52
pp. 6	60%	\$16.20	\$1.35	\$17.55	(0.15)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$22.25
pp. 7	65%	\$17.55	\$1.46	\$19.01	(0.15)	(0.00)	\$1.25	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$23.96
pp. 8	70%	\$18.90	\$1.58	\$20.48	(0.15)	(0.00)	\$1.25	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$25.43
pp. 9	75%	\$20.25	\$1.69	\$21.94	(0.15)	(0.00)	\$1.50	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$27.14
pp. 10	80%	\$21.60	\$1.80	\$23.40	(0.20)	(0.00)	\$1.50	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$28.60
tr. Jymn.	90%	\$24.30	\$2.03	\$26.33	(0.20)	(0.15)	\$1.00	\$3.75	\$2.70	\$0.15	\$0.85	\$1.00	\$0.05	\$35.83

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(\*Administrative dues and (\*)Industry Recovery Funds are included in the base wage for all classifications. After taxing, deduct the appropriate Administrative Dues and Industry Recovery Funds rate per hour from their wages. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

NOTE: In addition the employer shall pay to the A.R.C.A. Promotion Fund (\$0.15) fifteen cents per hour worked for all journeyman classifications. All other classifications at (\$0.20) twenty cents per hour covered under this Agreement. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

**ARCA JOURNEYMAN SEPT. 1, 1999-FEB. 29, 2000**

**ARCA 98-01**

	Wgs.	V&H	Taxable	(*IRF)	(*Dus)	401A	H&W	Pen.	PIPE	Trng.	N. Pen.	N. Trng.	Total
Journeyman	\$27.60	\$2.25	\$29.85	(0.25)	(0.15)	\$1.25	\$3.75	\$2.70	\$0.15	\$0.85	\$1.00	\$0.05	\$39.60
Cert. Journ.	\$28.35	\$2.25	\$30.60	(0.25)	(0.15)	\$1.75	\$3.75	\$2.70	\$0.00	\$0.35	\$1.00	\$0.05	\$40.20
Foreman	\$31.74	\$2.59	\$34.33	(0.25)	(0.15)	\$1.25	\$3.75	\$2.70	\$0.15	\$0.85	\$1.00	\$0.05	\$44.08
Cert. Fmn.	\$32.60	\$2.59	\$35.19	(0.25)	(0.15)	\$1.75	\$3.75	\$2.70	\$0.00	\$0.35	\$1.00	\$0.05	\$44.79
Gen. Fmn.	\$34.50	\$2.81	\$37.31	(0.25)	(0.15)	\$1.25	\$3.75	\$2.70	\$0.15	\$0.85	\$1.00	\$0.05	\$47.06
Cert. Gen. Fmn.	\$35.44	\$2.81	\$38.25	(0.25)	(0.15)	\$1.75	\$3.75	\$2.70	\$0.00	\$0.35	\$1.00	\$0.05	\$47.85

(\*Administrative dues and (\*)Industry Recovery Funds are included in the base wage for all classifications. After taxing, deduct the appropriate Administrative Dues and Industry Recovery Funds rate per hour from their wages. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

NOTE: In addition the employer shall pay to the A.R.C.A. Promotion Fund (\$0.15) fifteen cents per hour worked for all journeyman classifications. All other classifications at (\$0.20) twenty cents per hour covered under this Agreement. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

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**ARCA APPRENTICES INDENTURED BEFORE JUNE 1996  
SEPT. 1, 1999-FEB. 28, 2000**

**ARCA 98-01**

	Wgs.	V&H	Taxable	(*IRF)	(*Dus)	401A	H&W	Pen.	PIPE	Trng.	N. Pen.	N. Trng.	Total
App. 1 45%	\$12.42	\$1.01	\$13.43	(0.10)	(0.00)	\$0.75	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$17.88
App. 2 50%	\$13.80	\$1.13	\$14.93	(0.10)	(0.00)	\$0.75	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$19.38
App. 3 55%	\$15.18	\$1.24	\$16.42	(0.10)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$21.12
App. 4 60%	\$16.56	\$1.35	\$17.91	(0.15)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$22.61
App. 5 65%	\$17.94	\$1.46	\$19.40	(0.15)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$24.10
App. 6 70%	\$19.32	\$1.58	\$20.90	(0.15)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$25.60
App. 7 75%	\$20.70	\$1.69	\$22.39	(0.15)	(0.00)	\$1.25	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$27.34
App. 8 80%	\$22.08	\$1.80	\$23.88	(0.20)	(0.00)	\$1.25	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$28.83
App. 9 90%	\$24.84	\$2.03	\$26.87	(0.20)	(0.00)	\$1.50	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$32.07
App. 10 95%	\$26.22	\$2.14	\$28.36	(0.20)	(0.00)	\$1.50	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$33.56

(\*Administrative dues and (\*)Industry Recovery Funds are included in the base wage for all classifications. After taxing, deduct the appropriate Administrative Dues and Industry Recovery Funds rate per hour from their wages. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

NOTE: In addition the employer shall pay to the A.R.C.A. Promotion Fund (\$0.15) fifteen cents per hour worked for all journeyman classifications. All other classifications at (\$0.20) twenty cents per hour covered under this Agreement. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

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**ARCA APPRENTICE TRAINEE WAGES 1999  
SEPT. 1, 1999-FEB. 29, 2000**

**ARCA 98-01**

	Wgs.	V&H	Taxable	(*IRF)	(*Dus)	401A	H&W	Pen.	PIPE	Trng.	N. Pen.	N. Trng.	Total
A.T. 1	\$10.90	(0.00)	\$10.90	(0.20)	(0.05)	\$0.50	\$3.25	\$0.00	\$0.00	\$0.50	\$0.50	\$0.05	\$15.70
A.T. 2	\$12.00	\$0.58	\$12.58	(0.20)	(0.05)	\$0.50	\$3.25	\$0.25	\$0.00	\$0.50	\$0.50	\$0.05	\$17.63
A.T. 3	\$13.00	\$0.58	\$13.58	(0.20)	(0.05)	\$0.50	\$3.25	\$0.25	\$0.00	\$0.50	\$0.50	\$0.05	\$18.83
A.T. 4	\$14.00	\$0.58	\$14.58	(0.20)	(0.05)	\$0.50	\$3.25	\$0.25	\$0.00	\$0.50	\$0.50	\$0.05	\$19.83
A.T. 5	\$15.00	\$0.90	\$15.90	(0.20)	(0.05)	\$0.50	\$3.25	\$0.25	\$0.00	\$0.50	\$0.50	\$0.05	\$20.95

Partsman \$9.75 \$0.00 \$9.75 (0.20) (0.05) \$0.00 \$3.00 \$0.00 \$0.00 \$0.15 \$0.00 \$0.05 \$12.95  
 (\*Administrative dues and (\*)Industry Recovery Funds are included in the base wage for all classifications. After taxing, deduct the appropriate Administrative Dues and Industry Recovery Funds rate per hour from their wages. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

NOTE: In addition the employer shall pay to the A.R.C.A. Promotion Fund (\$0.15) fifteen cents per hour worked for all journeyman classifications. All other classifications at (\$0.20) twenty cents per hour covered under this Agreement. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

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## ARCA 98-01

## ARCA APPRENTICES INDENTURED AFTER JUNE 1998

SEPT. 1, 1999-FEB. 29, 2000

	Wgs.	V&H	Taxable	(*IRF)	(*Dus)	401A	H&W	Pen.	PIPE	Trng.	N. Pen.	N. Trng.	Total
App. 1 40%	\$11.04	\$0.80	\$11.94	(0.10)	(0.00)	\$0.75	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$16.39
App. 2 45%	\$12.42	\$1.01	\$13.43	(0.10)	(0.00)	\$0.75	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$17.88
App. 3 50%	\$13.80	\$1.13	\$14.93	(0.10)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$19.63
App. 4 55%	\$15.18	\$1.24	\$16.42	(0.10)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$21.12
App. 5 57.5%	\$15.87	\$1.29	\$17.16	(0.10)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$21.86
App. 6 60%	\$16.56	\$1.35	\$17.91	(0.15)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$22.81
App. 7 65%	\$17.84	\$1.46	\$19.40	(0.15)	(0.00)	\$1.25	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$24.35
App. 8 70%	\$19.32	\$1.58	\$20.90	(0.15)	(0.00)	\$1.25	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$25.85
App. 9 75%	\$20.70	\$1.69	\$22.39	(0.15)	(0.00)	\$1.50	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$27.59
App. 10 80%	\$22.08	\$1.80	\$23.88	(0.20)	(0.00)	\$1.50	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$29.08
Int. Jymn. 90%	\$24.84	\$2.03	\$26.87	(0.20)	(0.15)	\$1.00	\$3.75	\$2.70	\$0.15	\$0.85	\$1.00	\$0.05	\$38.37

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NOTE: In addition the employer shall pay to the A.R.C.A. Promotion Fund (\$0.15) fifteen cents per hour worked for all Journeyman classifications. All other classifications at (\$0.20) twenty cents per hour covered under this Agreement. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

**ARCA JOURNEYMAN MARCH. 1, 2000-AUG. 31, 2000**

**ARCA 98-01**

	Wgs.	V&H	Taxable	(*IRF)	(*Dus)	401A	H&W	Pen.	PIPE	Trng.	N. Pen.	N. Trng	Total
Journeyman	\$28.25	\$2.25	\$30.50	(0.25)	(0.15)	\$1.25	\$3.75	\$2.70	\$0.15	\$0.85	\$1.00	\$0.05	\$40.25
Cert. Journ.	\$29.00	\$2.25	\$31.25	(0.25)	(0.15)	\$1.75	\$3.75	\$2.70	\$0.00	\$0.35	\$1.00	\$0.05	\$40.88
Foreman	\$32.49	\$2.59	\$35.08	(0.25)	(0.15)	\$1.25	\$3.75	\$2.70	\$0.15	\$0.85	\$1.00	\$0.05	\$44.83
Cert. Fmn.	\$33.35	\$2.59	\$35.94	(0.25)	(0.15)	\$1.75	\$3.75	\$2.70	\$0.00	\$0.35	\$1.00	\$0.05	\$45.84
Gen. Fmn.	\$35.31	\$2.81	\$38.12	(0.25)	(0.15)	\$1.25	\$3.75	\$2.70	\$0.15	\$0.85	\$1.00	\$0.05	\$47.87
Cert. Gen. Fmn.	\$36.25	\$2.81	\$39.06	(0.25)	(0.15)	\$1.75	\$3.75	\$2.70	\$0.00	\$0.35	\$1.00	\$0.05	\$48.88

(\*Administrative dues and (\*)Industry Recovery Funds are included in the base wage for all classifications. After taxing, deduct the appropriate Administrative Dues and Industry Recovery Funds rate per hour from their wages. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

NOTE: In addition the employer shall pay to the A.R.C.A. Promotion Fund (\$0.15) fifteen cents per hour worked for all journeyman classifications. All other classifications at (\$0.20) twenty cents per hour covered under this Agreement. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

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**ARCA APPRENTICES INDENTURED BEFORE JUNE 1998  
MARCH. 1, 2000-AUG. 31, 2000**

**ARCA 98-01**

	Wgs.	V&H	Taxable	(*IRF)	(*Dus)	401A	H&W	Pen.	PIPE	Trng.	N. Pen.	N. Trng	Total
App. 1 45%	\$12.71	\$1.01	\$13.73	(0.10)	(0.00)	\$0.75	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$18.18
App. 2 50%	\$14.13	\$1.13	\$15.25	(0.10)	(0.00)	\$0.75	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$19.70
App. 3 55%	\$15.54	\$1.24	\$16.78	(0.10)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$21.48
App. 4 60%	\$16.95	\$1.35	\$18.30	(0.15)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$23.00
App. 5 65%	\$18.36	\$1.46	\$19.82	(0.15)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$24.52
App. 6 70%	\$19.78	\$1.58	\$21.36	(0.15)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$26.05
App. 7 75%	\$21.19	\$1.69	\$22.88	(0.15)	(0.00)	\$1.25	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$27.83
App. 8 80%	\$22.60	\$1.80	\$24.40	(0.20)	(0.00)	\$1.25	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$29.35
App. 9 90%	\$25.43	\$2.03	\$27.46	(0.20)	(0.00)	\$1.50	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$32.66
App. 10 95%	\$26.84	\$2.14	\$28.98	(0.20)	(0.00)	\$1.50	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$34.18

(\*Administrative dues and (\*)Industry Recovery Funds are included in the base wage for all classifications. After taxing, deduct the appropriate Administrative Dues and Industry Recovery Funds rate per hour from their wages. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

NOTE: In addition the employer shall pay to the A.R.C.A. Promotion Fund (\$0.15) fifteen cents per hour worked for all journeyman classifications. All other classifications at (\$0.20) twenty cents per hour covered under this Agreement. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

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**ARCA APPRENTICE TRAINEE WAGES 1999  
MARCH. 1, 2000-AUG. 31, 2000**

**ARCA 98-01**

	Wgs.	V&H	Taxable	(*IRF)	(*Dus)	401A	H&W	Pen.	PIPE	Trng.	N. Pen.	N. Trng	Total
A.T. 1	\$10.90	(0.00)	\$10.90	(0.20)	(0.05)	\$0.50	\$3.25	\$0.00	\$0.00	\$0.50	\$0.50	\$0.05	\$15.70
A.T. 2	\$12.00	\$0.58	\$12.58	(0.20)	(0.05)	\$0.50	\$3.25	\$0.25	\$0.00	\$0.50	\$0.50	\$0.05	\$17.63
A.T. 3	\$13.00	\$0.58	\$13.58	(0.20)	(0.05)	\$0.50	\$3.25	\$0.25	\$0.00	\$0.50	\$0.50	\$0.05	\$18.63
A.T. 4	\$14.00	\$0.58	\$14.58	(0.20)	(0.05)	\$0.50	\$3.25	\$0.25	\$0.00	\$0.50	\$0.50	\$0.05	\$19.63
A.T. 5	\$15.00	\$0.90	\$15.90	(0.20)	(0.05)	\$0.50	\$3.25	\$0.25	\$0.00	\$0.50	\$0.50	\$0.05	\$20.95
Partsmen	\$9.75	\$0.00	\$9.75	(0.20)	(0.05)	\$0.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.00	\$0.05	\$12.95

(\*Administrative dues and (\*)Industry Recovery Funds are included in the base wage for all classifications. After taxing, deduct the appropriate Administrative Dues and Industry Recovery Funds rate per hour from their wages. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

NOTE: In addition the employer shall pay to the A.R.C.A. Promotion Fund (\$0.15) fifteen cents per hour worked for all journeyman classifications. All other classifications at (\$0.20) twenty cents per hour covered under this Agreement. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

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ARCA 98-01

RCA APPRENTICES INDENTURED AFTER JUNE 1998

MARCH 1, 2000-AUG. 31, 2000

		Wgs.	V&H	Taxable	(*IRF)	(*Dus)	401A	H&W	Pen.	PIPE	Trng.	N. Pen.	N. Trng.	Total
App. 1	40%	\$11.30	\$0.90	\$12.20	(0.10)	(0.00)	\$0.75	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$18.65
App. 2	45%	\$12.71	\$1.01	\$13.73	(0.10)	(0.00)	\$0.75	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$18.18
App. 3	50%	\$14.13	\$1.13	\$15.25	(0.10)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$19.95
App. 4	55%	\$15.54	\$1.24	\$16.78	(0.10)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$21.48
App. 5	57.5%	\$16.24	\$1.29	\$17.54	(0.10)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$22.24
App. 6	60%	\$18.95	\$1.35	\$18.30	(0.15)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$23.00
App. 7	85%	\$18.36	\$1.46	\$19.83	(0.15)	(0.00)	\$1.25	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$24.78
App. 8	70%	\$19.78	\$1.58	\$21.35	(0.15)	(0.00)	\$1.25	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$26.30
App. 9	75%	\$21.19	\$1.69	\$22.88	(0.15)	(0.00)	\$1.50	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$28.08
App. 10	80%	\$22.60	\$1.80	\$24.40	(0.20)	(0.00)	\$1.50	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$29.60
Int. Jymn.	90%	\$25.43	\$2.03	\$27.45	(0.20)	(0.15)	\$1.00	\$3.75	\$2.70	\$0.15	\$0.85	\$1.00	\$0.05	\$36.95

(\*Administrative dues and (\*)Industry Recovery Funds are included in the base wage for all classifications. After taxing, deduct the appropriate Administrative Dues and Industry Recovery Funds rate per hour from their wages. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

NOTE: In addition the employer shall pay to the A.R.C.A. Promotion Fund (\$0.15) fifteen cents per hour worked for all journeyman classifications. All other classifications at (\$0.20) twenty cents per hour covered under this Agreement. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

**ARCA JOURNEYMAN SEPT. 1, 2000-FEB. 28, 2001**

**ARCA 98-01**

	Wgs.	V&H	Taxable	(*IRF)	(*Dus)	401A	H&W	Pen.	PIPE	Trng.	N. Pen.	N. Trng.	Total
Journeyman	\$28.95	\$2.25	\$31.20	(0.25)	(0.15)	\$1.25	\$3.75	\$2.70	\$0.15	\$0.85	\$1.00	\$0.05	\$40.95
Cert. Journ.	\$29.70	\$2.25	\$31.95	(0.25)	(0.15)	\$1.75	\$3.75	\$2.70	\$0.00	\$0.35	\$1.00	\$0.05	\$41.55
Foreman	\$33.29	\$2.59	\$35.88	(0.25)	(0.15)	\$1.25	\$3.75	\$2.70	\$0.15	\$0.85	\$1.00	\$0.05	\$45.83
Cert. Fmn.	\$34.16	\$2.59	\$36.74	(0.25)	(0.15)	\$1.75	\$3.75	\$2.70	\$0.00	\$0.35	\$1.00	\$0.05	\$46.34
Gen. Fmn.	\$36.19	\$2.81	\$39.00	(0.25)	(0.15)	\$1.25	\$3.75	\$2.70	\$0.15	\$0.85	\$1.00	\$0.05	\$48.75
Cert. Gen. Fmn.	\$37.13	\$2.81	\$39.94	(0.25)	(0.15)	\$1.75	\$3.75	\$2.70	\$0.00	\$0.35	\$1.00	\$0.05	\$49.54

(\*Administrative dues and (\*Industry Recovery Funds are included in the base wage for all classifications. After taxing, deduct the appropriate Administrative Dues and Industry Recovery Funds rate per hour from their wages. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

NOTE: In addition the employer shall pay to the A.R.C.A. Promotion Fund (\$0.15) fifteen cents per hour worked for all journeyman classifications. All other classifications at (\$0.20) twenty cents per hour covered under this Agreement. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

**ARCA APPRENTICES INDENTURED BEFORE JUNE 1998  
SEPT. 1, 2000-FEB. 28, 2001**

**ARCA 98-01**

	Wgs.	V&H	Taxable	(*IRF)	(*Dus)	401A	H&W	Pen.	PIPE	Trng.	N. Pen.	N. Trng.	Total
App. 1 45%	\$13.03	\$1.01	\$14.04	(0.10)	(0.00)	\$0.75	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$18.49
App. 2 50%	\$14.48	\$1.13	\$15.60	(0.10)	(0.00)	\$0.75	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$20.05
App. 3 55%	\$15.92	\$1.24	\$17.16	(0.10)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$21.86
App. 4 60%	\$17.37	\$1.35	\$18.72	(0.15)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$23.42
App. 5 65%	\$18.82	\$1.46	\$20.28	(0.15)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$24.98
App. 6 70%	\$20.27	\$1.58	\$21.85	(0.15)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$26.55
App. 7 75%	\$21.71	\$1.69	\$23.40	(0.15)	(0.00)	\$1.25	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$28.35
App. 8 80%	\$23.16	\$1.80	\$24.96	(0.20)	(0.00)	\$1.25	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$29.91
App. 9 90%	\$26.06	\$2.03	\$28.09	(0.20)	(0.00)	\$1.50	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$33.29
App. 10 95%	\$27.50	\$2.14	\$29.64	(0.20)	(0.00)	\$1.50	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$34.84

(\*Administrative dues and (\*Industry Recovery Funds are included in the base wage for all classifications. After taxing, deduct the appropriate Administrative Dues and Industry Recovery Funds rate per hour from their wages. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

NOTE: In addition the employer shall pay to the A.R.C.A. Promotion Fund (\$0.15) fifteen cents per hour worked for all journeyman classifications. All other classifications at (\$0.20) twenty cents per hour covered under this Agreement. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

**ARCA APPRENTICE TRAINEE WAGES 1999  
SEPT. 1, 2000-FEB. 28, 2001**

**ARCA 98-01**

	Wgs.	V&H	Taxable	(*IRF)	(*Dus)	401A	H&W	Pen.	PIPE	Trng.	N. Pen.	N. Trng.	Total
A.T. 1	\$11.40	(0.00)	\$11.40	(0.20)	(0.05)	\$0.50	\$3.25	\$0.00	\$0.00	\$0.50	\$0.50	\$0.05	\$16.20
A.T. 2	\$12.50	\$0.58	\$13.08	(0.20)	(0.05)	\$0.50	\$3.25	\$0.25	\$0.00	\$0.50	\$0.50	\$0.05	\$18.13
A.T. 3	\$13.50	\$0.58	\$14.08	(0.20)	(0.05)	\$0.50	\$3.25	\$0.25	\$0.00	\$0.50	\$0.50	\$0.05	\$19.13
A.T. 4	\$14.50	\$0.58	\$15.08	(0.20)	(0.05)	\$0.50	\$3.25	\$0.25	\$0.00	\$0.50	\$0.50	\$0.05	\$20.13
A.T. 5	\$15.50	\$0.90	\$16.40	(0.20)	(0.05)	\$0.50	\$3.25	\$0.25	\$0.00	\$0.50	\$0.50	\$0.05	\$21.45
Partsman	\$10.00	\$0.00	\$10.00	(0.20)	(0.05)	\$0.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.00	\$0.05	\$13.20

(\*Administrative dues and (\*Industry Recovery Funds are included in the base wage for all classifications. After taxing, deduct the appropriate Administrative Dues and Industry Recovery Funds rate per hour from their wages. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

NOTE: In addition the employer shall pay to the A.R.C.A. Promotion Fund (\$0.15) fifteen cents per hour worked for all journeyman classifications. All other classifications at (\$0.20) twenty cents per hour covered under this Agreement. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

ARCA 98-01

ARCA APPRENTICES INDENTURED AFTER JUNE 1996

SEPT. 1, 2000-FEB. 28, 2001

		Wgs.	V&M	Taxable	(*IRF)	(*Dus)	401A	H&W	Pen.	PIPE	Trng.	N. Pen.	N. Trng.	Total
App. 1	40%	\$11.58	\$0.90	\$12.48	(0.10)	(0.00)	\$0.75	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$16.93
App. 2	45%	\$13.03	\$1.01	\$14.04	(0.10)	(0.00)	\$0.75	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$18.49
App. 3	50%	\$14.48	\$1.13	\$15.60	(0.10)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$20.30
App. 4	55%	\$15.82	\$1.24	\$17.16	(0.10)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$21.86
App. 5	57.5%	\$16.85	\$1.29	\$17.94	(0.10)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$22.64
App. 6	60%	\$17.37	\$1.35	\$18.72	(0.15)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$23.42
App. 7	65%	\$18.82	\$1.48	\$20.28	(0.15)	(0.00)	\$1.25	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$25.23
App. 8	70%	\$20.27	\$1.58	\$21.84	(0.15)	(0.00)	\$1.25	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$26.79
App. 9	75%	\$21.71	\$1.69	\$23.40	(0.15)	(0.00)	\$1.50	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$28.60
App. 10	80%	\$23.16	\$1.80	\$24.96	(0.20)	(0.00)	\$1.50	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$30.16
Int. Jymn.	90%	\$26.06	\$2.03	\$28.08	(0.20)	(0.15)	\$1.00	\$3.75	\$2.70	\$0.15	\$0.85	\$1.00	\$0.05	\$37.58

(\*Administrative dues and (\*)Industry Recovery Funds are included in the base wage for all classifications. After taxing, deduct the appropriate Administrative Dues and Industry Recovery Funds rate per hour from their wages. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

NOTE: In addition the employer shall pay to the A.R.C.A. Promotion Fund (\$0.15) fifteen cents per hour worked for all journeyman classifications. All other classifications at (\$0.20) twenty cents per hour covered under this Agreement. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

**ARCA JOURNEYMAN MARCH 1, 2001-AUG. 31, 2001**

**ARCA 98-01**

	Wgs.	V&H	Taxable	(*IRF)	(*Dus)	401A	H&W	Pen.	PIPE	Trng.	N. Pen.	N. Trng.	Total
Journeyman	\$29.66	\$2.25	\$31.90	(0.25)	(0.15)	\$1.25	\$3.75	\$2.70	\$0.15	\$0.85	\$1.00	\$0.05	\$41.65
Cert. Journ.	\$30.40	\$2.25	\$32.65	(0.25)	(0.15)	\$1.75	\$3.75	\$2.70	\$0.00	\$0.35	\$1.00	\$0.05	\$42.25
Foreman	\$34.10	\$2.59	\$36.69	(0.25)	(0.15)	\$1.25	\$3.75	\$2.70	\$0.15	\$0.85	\$1.00	\$0.05	\$46.44
Cert. Fmn.	\$34.98	\$2.59	\$37.55	(0.25)	(0.15)	\$1.75	\$3.75	\$2.70	\$0.00	\$0.35	\$1.00	\$0.05	\$47.15
Gen. Fmn.	\$37.06	\$2.81	\$39.87	(0.25)	(0.15)	\$1.25	\$3.75	\$2.70	\$0.15	\$0.85	\$1.00	\$0.05	\$49.62
Cert. Gen. Fmn.	\$38.00	\$2.81	\$40.81	(0.25)	(0.15)	\$1.75	\$3.75	\$2.70	\$0.00	\$0.35	\$1.00	\$0.05	\$50.41

(\*Administrative dues and (\*Industry Recovery Funds are included in the base wage for all classifications. After taxing, deduct the appropriate Administrative Dues and Industry Recovery Funds rate per hour from their wages. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

NOTE: In addition the employer shall pay to the A.R.C.A. Promotion Fund (\$0.15) fifteen cents per hour worked for all journeyman classifications. All other classifications at (\$0.20) twenty cents per hour covered under this Agreement. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

27

**ARCA APPRENTICES INDENTURED BEFORE JUNE 1998**

**ARCA 98-01**

**MARCH 1, 2001-AUG. 31, 2001**

	Wgs.	V&H	Taxable	(*IRF)	(*Dus)	401A	H&W	Pen.	PIPE	Trng.	N. Pen.	N. Trng.	Total
App. 1 45%	\$13.34	\$1.01	\$14.36	(0.10)	(0.00)	\$0.75	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$18.80
App. 2 50%	\$14.83	\$1.13	\$15.95	(0.10)	(0.00)	\$0.75	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$20.40
App. 3 55%	\$16.31	\$1.24	\$17.55	(0.10)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$22.25
App. 4 60%	\$17.79	\$1.35	\$19.14	(0.15)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$23.84
App. 5 65%	\$19.27	\$1.46	\$20.73	(0.15)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$25.43
App. 6 70%	\$20.76	\$1.58	\$22.34	(0.15)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$27.04
App. 7 75%	\$22.24	\$1.69	\$23.93	(0.15)	(0.00)	\$1.25	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$28.88
App. 8 80%	\$23.72	\$1.80	\$25.52	(0.20)	(0.00)	\$1.25	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$30.47
App. 9 90%	\$26.69	\$2.03	\$28.72	(0.20)	(0.00)	\$1.50	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$33.92
App. 10 95%	\$28.17	\$2.14	\$30.31	(0.20)	(0.00)	\$1.50	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$35.51

(\*Administrative dues and (\*Industry Recovery Funds are included in the base wage for all classifications. After taxing, deduct the appropriate Administrative Dues and Industry Recovery Funds rate per hour from their wages. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

NOTE: In addition the employer shall pay to the A.R.C.A. Promotion Fund (\$0.15) fifteen cents per hour worked for all journeyman classifications. All other classifications at (\$0.20) twenty cents per hour covered under this Agreement. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

28

**ARCA APPRENTICE TRAINEE WAGES 1999**

**ARCA 98-01**

**MARCH 1, 2001-AUG. 31, 2001**

	Wgs.	V&H	Taxable	(*IRF)	(*Dus)	401A	H&W	Pen.	PIPE	Trng.	N. Pen.	N. Trng.	Total
A.T. 1	\$11.90	(0.00)	\$11.90	(0.20)	(0.05)	\$0.50	\$3.25	\$0.00	\$0.00	\$0.50	\$0.50	\$0.05	\$16.70
A.T. 2	\$13.00	\$0.58	\$13.58	(0.20)	(0.05)	\$0.50	\$3.25	\$0.25	\$0.00	\$0.50	\$0.50	\$0.05	\$18.63
A.T. 3	\$14.00	\$0.58	\$14.58	(0.20)	(0.05)	\$0.50	\$3.25	\$0.25	\$0.00	\$0.50	\$0.50	\$0.05	\$19.63
A.T. 4	\$15.00	\$0.58	\$15.58	(0.20)	(0.05)	\$0.50	\$3.25	\$0.25	\$0.00	\$0.50	\$0.50	\$0.05	\$20.63
A.T. 5	\$15.50	\$0.90	\$16.40	(0.20)	(0.05)	\$0.50	\$3.25	\$0.25	\$0.00	\$0.50	\$0.50	\$0.05	\$21.45
Partsman	\$10.25	\$0.00	\$10.25	(0.20)	(0.05)	\$0.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.00	\$0.05	\$13.45

(\*Administrative dues and (\*Industry Recovery Funds are included in the base wage for all classifications. After taxing, deduct the appropriate Administrative Dues and Industry Recovery Funds rate per hour from their wages. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

NOTE: In addition the employer shall pay to the A.R.C.A. Promotion Fund (\$0.15) fifteen cents per hour worked for all journeyman classifications. All other classifications at (\$0.20) twenty cents per hour covered under this Agreement. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

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ARCA 98-01

IRCA APPRENTICES INDENTURED AFTER JUNE 1996

MARCH 1, 2001-AUG. 31, 2001

	Wgs.	V&H	Taxable	(*IRF)	(*Dus)	401A	H&W	Pen.	PIPE	Trng.	N. Pen.	N. Trng.	Total
App. 1 40%	\$11.86	\$0.80	\$12.76	(0.10)	(0.00)	\$0.75	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$17.21
App. 2 45%	\$13.34	\$1.01	\$14.36	(0.10)	(0.00)	\$0.75	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$18.80
App. 3 50%	\$14.83	\$1.13	\$15.95	(0.10)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$20.65
App. 4 55%	\$16.31	\$1.24	\$17.55	(0.10)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$22.25
App. 5 57.5%	\$17.05	\$1.29	\$18.34	(0.10)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$23.04
App. 6 60%	\$17.79	\$1.35	\$19.14	(0.15)	(0.00)	\$1.00	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$23.84
App. 7 65%	\$19.27	\$1.46	\$20.74	(0.15)	(0.00)	\$1.25	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$25.69
App. 8 70%	\$20.76	\$1.58	\$22.33	(0.15)	(0.00)	\$1.25	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$27.28
App. 9 75%	\$22.24	\$1.69	\$23.93	(0.15)	(0.00)	\$1.50	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$29.12
App. 10 80%	\$23.72	\$1.80	\$25.52	(0.20)	(0.00)	\$1.50	\$3.00	\$0.00	\$0.00	\$0.15	\$0.50	\$0.05	\$30.72
Int. Jymn. 90%	\$26.89	\$2.03	\$28.71	(0.20)	(0.15)	\$1.00	\$3.75	\$2.70	\$0.15	\$0.85	\$1.00	\$0.05	\$38.21

(\*Administrative dues and (\*)Industry Recovery Funds are included in the base wage for all classifications. After taxing, deduct the appropriate Administrative Dues and Industry Recovery Funds rate per hour from their wages. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.

NOTE: In addition the employer shall pay to the A.R.C.A. Promotion Fund (\$0.15) fifteen cents per hour worked for all journeyman classifications. All other classifications at (\$0.20) twenty cents per hour covered under this Agreement. Send that amount, which will be included in the "Composite Rate", to the Trust Fund.