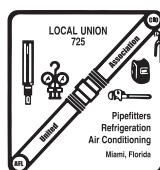


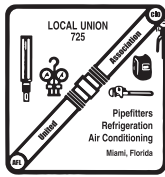
# Collective Bargaining Agreement

United Association Local Union 725 &  
Mechanical Contractors Association of South Florida

August 22, 2025 through July 15, 2028



## Bargaining Parties, Contacts & Resources



### United Association Local Union 725

Business Manager, Kenneth E. Scott, Jr., [kscott@ua725.org](mailto:kscott@ua725.org)

Business Agent, Thomas A. Flavell, [tflavell@ua725.org](mailto:tflavell@ua725.org)

13185 NW 45th Avenue, Miami, FL 33054

305.681.8596 • [info@ua725.org](mailto:info@ua725.org) • [UA725.org](http://UA725.org)



### Mechanical Contractors Association of South Florida

Executive Vice President, Julie Dietrich, [j.dietrich@mcasf.org](mailto:j.dietrich@mcasf.org)

160 W Camino Real #132, Boca Raton, FL 33432

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For assistance with training, including journeyman training and apprenticeship:

### Air Conditioning Refrigeration Pipefitting Education Center

Training Coordinator, Jason Hebbert, [jason@arpec.org](mailto:jason@arpec.org)

13201 NW 45th Ave, Miami, FL 33054

305.685.0311 • [info@arpec.org](mailto:info@arpec.org) • [ARPEC.org](http://ARPEC.org)



For assistance with Employee Benefits, including payment of fringes and bonding:

### Benefit Services

Serving Local Union 725 and MCASF

Administrator, Jeffrey B. Allen, [j.allen@725benefits.org](mailto:j.allen@725benefits.org)

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

— Henry Ford

## TABLE OF CONTENTS

### ARTICLES:

I	General Definitions .....	1
II	Terms of this Agreement .....	2
III	Jurisdiction and Union Security .....	4
IV	Economic Package .....	4
V	Assessments .....	6
VI	Employee Classifications .....	6
VII	Work Rules and Conditions .....	8
VIII	Employer Rights and Obligations .....	12
IX	No Strike, No Lockout .....	13
X	Grievance and Arbitration Procedure .....	13
XI	Fringe Benefits .....	15

### EXHIBITS:

A	Jurisdiction .....	20
B	UA Standard for Excellence Policy .....	22
C	Freedom of Movement Policy for the State of Florida .....	23
D	Model Non-compete / Non-solicitation Agreement .....	24
E	Wage and Benefit Schedules	
	August 22, 2025 .....	25
	July 16, 2026 .....	26
	July 16, 2027 .....	27
	Index .....	28
	Letter of Assent .....	30



# **Collective Bargaining Agreement between the**

Air Conditioning, Refrigeration, Heating and Piping Association, Inc. doing business as the

## **Mechanical Contractors Association of South Florida**

and

## **United Association Local Union 725 of Miami, Florida**

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

The purpose of this Agreement, which is entered into by and between the Parties specified above by mutual consent, is:

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

**A.** The Employer is a licensed contractor engaged in activities within the Scope of Work defined by this Agreement;

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

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

Now, therefore, the Parties to this Agreement, in consideration of the promises and covenants set forth in this Agreement, agree as follows.

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## **ARTICLE I: GENERAL DEFINITIONS**

**1.01 Duration.** This Agreement is effective August 22, 2025 through July 15, 2028.

**1.02 Association.** The Association, MCASF, was established to promote, advance and serve Union-signatory Employers in the industry. The Union and Employees hereby recognize the Association as the sole and exclusive bargaining representative for all Employers. Each Employer who executes this Agreement acknowledges that the Association is their duly authorized and recognized collective bargaining representative and their industry representative. The Association represents each Employer for the purpose of collective bargaining until specifically revoked in writing to the Association at least 60 days prior to the expiration of this Agreement.

**1.03 Union.** The Union was established to promote, advance and serve Employees in the industry. The Association and the Employers hereby recognize the Union as the sole and exclusive bargaining representative for Employees performing work covered by this Agreement.

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

**1.05 Employer.** The term "Employer" is a licensed contractor that is established as a corporation or limited liability company (LLC) to perform work within the Scope of Work defined in this Agreement and which has duly executed this Agreement, or after the onset of this Agreement, independently or through a signed Letter of Assent becomes signatory to this Agreement. Employer also includes a corporation or LLC that self-performs the Scope of Work with Employees.

**A. New Employers.** When a new Employer becomes signatory to this Agreement, it shall only be effective with the complete execution of the Letter of Assent incorporated into this Agreement.

**B. Prerequisite for Employers.** The Union shall not permit its members to perform Covered Work for employers



who are not a part of the multi-employer bargaining group represented by the Association, signers of this Agreement or a national agreement through the United Association, with the limited exception of organizing efforts authorized and monitored by the Union.

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

**D. Related Employers.** If any Employer controls or is controlled by another entity performing the same or similar work within the Scope of Work and geographic jurisdiction of this Agreement, the entities will be considered a single business unit. However, if the two business operations have separate management, facilities, equipment, employees, banking, and different tax identification numbers, then the two entities would be considered separate businesses. Otherwise, both business entities shall either have a signed Agreement with the Union or both entities shall be interpreted as an Employer subject to the terms of this Agreement.

**E. Payroll Service and Temporary Help Entities.**

An Employer may contract with a payroll service company or Professional Employer Organization (PEO) for outsourced HR services and to assist the Employer with managing the payment of wages and fringe benefit contributions due for Employees employed by the Employer. The Employer shall at all times be deemed for purposes of this Agreement and the Employee Benefit Trusts to be the Employer of its Employees, including for workers compensation coverage, enforcement of unpaid fringe benefit contributions, late payment service fees, liquidated damages, interest, costs, audit charges and attorneys' fees. The Employer's liability for such Employees includes any withdrawal liability for unfunded vested benefits due to the MCASF Local 725 Pension Fund. An Employer shall not use a temporary help firm or other entity to be the Employer of its Employees. Subject only to bona fide subcontracting arrangements as set out in Section I.06, an Employer must be the legal employer of its Employees.

**I.06 Subcontracting.** Any work covered by this Agreement shall only be subcontracted if subcontracting is deemed necessary by the Employer, with another Employer signatory to this Agreement, a national agreement with the United Association, or independent agreement with the Union. In all cases the subcontracted employer agrees to abide by the terms of this Agreement while performing the work. The failure of an Employer to comply with the requirements defined herein shall not release the Employer from the terms of this Agreement, including payment of all wages and benefits to those Employees performing Covered Work, and shall constitute a violation of this Agreement. The subcontracting Employer shall also be secondarily liable for required wage and fringe benefits for all employees performing Covered Work on the project. Additionally:

**A.** The purchase of factory pre-assembled mechanical equipment and other products (such as pump skids, air handlers) and other items as permitted in writing by the Union is exempt from this provision. The on-site setting and installation of these products is not exempt.

**B.** On jobs that require compliance with laws pertaining to subcontracting to a minority business enterprise, an Employer may subcontract to a minority business enterprise if that entity has executed a Project Labor Agreement with the Union for the entire length of that job.

**C. Remedy for work subcontracted in violation of this Article:**

**i. Discovery.** If the Union believes an Employer has violated the subcontracting terms in Section I.06, it may file a grievance under Article X which permits discovery of relevant information and review by an auditor or accountant. Alternatively, the Parties may mutually agree to engage the Service Corporation to conduct a Shop Audit of the Employer's relevant records. In such cases, the Service Corporation, acting under Article XI for collection of fringe benefit contributions, will direct its auditor to review these records, including wage-related records, and provide a report to the Parties.

**ii. Delegation.** The Parties may, by mutual agreement, delegate adjudication of claims under this Article to the Service Corporation. If the Service Corporation's vote on whether an Employer violated this Article results in a deadlock, unresolved issues will proceed under Article X.

**iii. Costs.** For work exceeding its duties under Article XI, the Service Corporation will charge costs, including auditor, accountant, and reasonable attorney fees, to the defaulting party.

**iv. Liability.** An Employer found in violation of this Article will be liable for all costs incurred in pursuing a claim under this Article, including reasonable attorney's fees, legal costs, and auditor fees. If the Employer is found not in violation, the Union will reimburse the Employer for defense costs, including attorney's fees.

**I.07 Covered Work / Bargaining Unit Work.** This Agreement shall apply to and cover all Bargaining Unit Work performed by the Employer and all of its subdivisions and branches performing Bargaining Unit Work within the territorial scope of this Agreement. Specifically, Bargaining Unit Work includes, but is not limited to, the installation of all heating, ventilating, air conditioning and refrigeration (HVAC/R) systems, including equipment and or related piping systems (except equipment and components pre-piped by the original manufacturer), and the handling of all piping, appurtenances and equipment pertaining to all new construction and renovation, and residential and service work (as described in the National Service and Maintenance Agreement). Construction projects, including industrial projects such as electrical power generating plants, shall also be deemed to come within the jurisdiction of the Agreement. Bargaining Unit Work shall also include all items listed in Exhibit A, "Jurisdiction".

**I.08 Union Agents.** The Association recognizes solely the Union's Business Manager and Business Agent(s) as being authorized to act for or on behalf of the Union in any matter whatsoever under the terms of this Agreement. The actions, declarations or conduct of any other person except those herein named, whether performed or made with respect to the Union or not, are not and shall not be considered to be the acts of any officers or agents of the Union and shall not constitute any authorized acts for or on behalf of the Union, nor will the Employer nor the Union recognize these persons as the Union's officers or agents for that purpose.

## ARTICLE II: TERMS OF THIS AGREEMENT

**2.01 Non-discrimination.** The Employer and the Union agree they will not discriminate against any Employee because of race, color, religion, sex, pregnancy, national origin, age, disability or for other reasons prohibited by law. Wherever any words are used in this Agreement in the masculine gender, they shall be construed as

though they were also used in the feminine gender in all situations where they would so apply. Referrals shall not be based on or in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of Union Membership, policy or requirement.

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

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

**B. Entire Agreement.** This contract sets forth the entire understanding and agreement of the Parties and may be modified only by written agreement of the Parties. This Agreement supersedes all prior agreements, commitments, and practices, whether oral or written. The Parties each voluntarily and unqualifiedly waive the right to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement for the duration of this contract, unless mutually agreed otherwise. Nothing in this contract shall be construed as requiring either party to do or refrain from doing anything not explicitly and expressly set forth in this contract, nor shall either party be deemed to have agreed or promised to do or refrain from doing anything unless this contract explicitly and expressly sets forth such agreement or promise.

**C.** No new working rules, regulations or stipulations shall be adopted by either party that may conflict with this Agreement during the time of its effectiveness unless mutually agreed to or legally required. The Parties expressly agree that this includes modifications to the wage and benefit schedule, excluding the Union's right to reallocate from wages to benefits, as defined in Section 11.01E. The Parties agree that mutual agreement shall mean written consent by the Business Manager on behalf of the Union, and Executive Vice President on behalf of the Association.

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

**E.** The Parties agree that, upon a breach of any provision of this Agreement, either party may submit the violation in accordance with the Grievance and Arbitration Procedure outlined in Article X, with the exception of any claim arising under Article XI.

**F. Special Opening.** Any part of this Agreement may be opened during the term of this Agreement only upon joint consent by the Parties in writing, and the consent shall specify the limited subject matter to be negotiated in the opening or addressed in a Memorandum of Understanding (MOU). The Parties agree that mutual agreement shall mean written consent by the Business Manager on behalf of the Union, and Executive Vice President on behalf of the Association. The Union shall notify Employees of any agreed upon modifications and the Association shall notify all Employers of any agreed upon modifications.

**2.03 Legal Compliance.** This Agreement is intended to comply with all federal laws, and Florida state laws to the extent not preempted by federal law.

**2.04 Savings and Severability Clause.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but the remainder of the Agreement shall continue in effect as if the invalidated provision had not been part of the Agreement. In the event that a term in this Agreement is invalidated as described above, the Union and Association shall meet and bargain in good faith over the affected term or provision. Either party to this Agreement shall have the right to address any such issue in question by giving the other party thirty 30 days written notice.

**2.05 Renewal of Agreement.** This Agreement shall remain in effect through and including July 15, 2028 and, will renew, for successive one-year periods thereafter, unless and until such time as a successor collective bargaining agreement is negotiated. If, at the end of this Agreement, either party desires to open the Agreement, it shall notify the other party in writing at least 60 days before the end of this Agreement, or before the end of any subsequent one year renewal period.

**2.06 Labor Management Committee.** The Union Business Manager and Business Agent (or any additional representative designated by the Business Manager) and Association Executive Vice President and a second Association-appointed representative will meet periodically to review and refine contract language, resolve unclear provisions, address changes needed to maintain or grow industry share, discuss market recovery strategies, and address other mutual concerns.

**2.07 Union Mergers.** If at any time during the term of this Agreement, U.A. Local Union 725 should merge with any other union, the Association may, at its option, terminate this Agreement or require the Union to negotiate modifications or an addendum to this Agreement.

**2.08 Favored Nations.** In the event the Union hereafter enters into any agreement with any employer engaged in Bargaining Unit Work in the Jurisdiction, then the Union shall immediately provide the Association a copy of the agreement on the same business day that such agreement is executed. The Association shall have the option to adopt any of the terms of that agreement into this Agreement. This Agreement shall thereupon be deemed amended accordingly.

In the event the Union negotiates or permits 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 and Benefit Schedule in Exhibit E of this Agreement. For purposes of this Section only, the economic package shall be defined as the total hourly costs (wages and benefits) as provided in the Wage and Benefit Schedule of this Agreement, including Local Union 725 dues and MCASF dues.

Provided, however, the Union may, under its Metal Trades Charter, negotiate and execute agreements with Employers performing work that is primarily non-jobsite (such as a fabrication shop) that may contain clauses different than this Agreement. In the event this occurs, an Employer signatory to this Agreement shall not be entitled to incorporate the provisions of such other agreement into this

Agreement but shall have the right to sign the Metal Trades Charter Agreement in addition to this Agreement.

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

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

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

## ARTICLE III: JURISDICTION AND UNION SECURITY

**3.01 Geographical Jurisdiction.** The geographical jurisdiction covered by this Agreement is Miami-Dade, Broward and Monroe counties, Florida, and in Collier, Lee, Charlotte and Sarasota counties for unlimited HVACR service and new installations up to 100 tons. If the Union intends to expand or reduce the geographic jurisdiction of this Agreement, those changes may only be made by mutual agreement of the Parties.

**A.** If, during the life of this Agreement, the United Association imposes a reduction in the geographic jurisdiction of Local 725, the geographic jurisdiction of this Agreement shall require the Parties to open this Agreement to adopt mutually acceptable revisions limited to issues directly related to that reduction.

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

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

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

**3.03 UA Trade or Craft disputes.** It is understood that a trade or craft dispute in a United Association Local Union or between two or more United Association Local Unions shall be adjudicated and decided in accordance with the procedure established in Section IV of the Constitution of the United Association. There shall be no work stoppage, slowdown, or picketing resulting from UA Trade or Craft jurisdictional disputes, and such disputes are not subject to the grievance procedure herein.

**3.04 Jurisdictional disputes with non-UA unions.** There shall be no work stoppage because of jurisdictional disputes. The Parties to this Agreement recognize that procedures exist for the resolution of jurisdictional disputes including the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry. Therefore, in the event of a jurisdictional dispute with any other non-UA union or unions, the dispute may be submitted to the above-named organization for resolution.

Subject to the provision herein, all jurisdictional disputes not resolved by the parties shall be submitted for final and binding arbitration to the Impartial Jurisdictional Disputes Board for the Construction Industry (hereinafter "Construction Board"), or any successor thereto adopted by the Building and Construction Trades Department of the AFL-CIO and participating employers. This dispute resolution procedure shall apply if all unions involved in the jurisdictional dispute and all employers with whom those unions have collective bargaining agreements have also submitted to the jurisdiction of and have agreed to be bound by all decisions of the Construction Board when those employers are involved in a jurisdictional dispute with a non-UA union.

In the event the above proviso is complied with, the Parties agree to and accept, and shall be bound by the rules, regulations and procedures of the Construction Board or its successor as in effect from time to time.

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

## ARTICLE IV: ECONOMIC PACKAGE

**4.01 Changes in work classification.** Employees working at their current referred classification shall remain at their present wage scale and will not incur a reduction in pay if their duties change to a lower work classification and shall receive all increases at the applicable referred rate, subject to the Employee meeting the Continuing Education requirements in Section 4.03.

Whenever an Employee changes Employers, the new wage scale designated in the referral with a change in job classification shall then become effective, except as otherwise resulting from the Employee not meeting the Continuing Education requirements in Section 4.03.

Whenever a change in classification, fringe benefit contribution rates and requirements, or wages occurs, (R-2 to R-1 Journeyman or A-1 to A-2 Apprentice, etc.) it shall be made effective commencing with the next payroll period.

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

R-1	
R-2:	80% of R-1
R-3:	65% of R-1
R-4:	55% of R-1
R-5:	\$2.00 per hour above R-1 Rate

**4.03 Journeymen continuing education.** In order to provide for the betterment of the unionized sector of the industry by continuing the education of Employees in the midst of ever-changing technology, the parties hereby agree that all Journeymen shall be required to attain at least seven hours of continuing education units (CEUs) during the 12-month period ending June 30th of each year. (CEU Year) (CEU Requirement).



## **A. Accredited training.**

- i.** Only skills-based classes approved by the JATC shall count toward meeting the CEU Requirement.
- ii.** All training offered by the training center promoted as “meets the CEU Requirement” shall qualify.
- iii.** In addition, Employees may appeal to the JATC Board of Trustees for approval of seminars and courses that were sponsored and/or offered by an Employer, equipment manufacturer, governmental agency, or labor organization. Requests for approval must be made using the form provided on the training center website and must be submitted within two months of the date the training was completed. JATC approval or disapproval will be final.
- iv.** By November 1st each year, the Training Coordinator shall post on the training center website a schedule and description of CEU classes that will be held the following year. At minimum, 50% of the Journeymen continuing education classes will be held on a weeknight.
- v.** It is the Employees’ responsibility to register for continuing education classes.
- vi.** To ensure that continuing education supports the Employers’ efforts to win and/or retain business, Employers may select the continuing education classes that their Employees are required to attend provided that the selection is made and the Employee is notified in writing on or before December 31st of each year. If the Employee is not provided with written notification of his Employer’s selection by December 31st, the Employee may then select accredited training to meet the CEU Requirement during the following calendar year.
- vii.** Employees may not repeat a class taken in the prior CEU Year without approval of their supervisor or Employer, excluding classes that must be taken annually to meet Journeymen licensure requirements.

## **B. Recordkeeping.**

- i.** The Training Coordinator shall maintain a record of all CEUs completed by each Employee. On the last weekday of each month, the Training Coordinator shall post on the training center website a report of all Employees and the number of continuing education hours obtained by each, and the remaining number of hours of training required to meet the CEU Requirement during the CEU Year.
- ii.** The Union, in the member database it shares with the training center, shall maintain their records to indicate the CEUs earned by each Employee. When an Employee is on the out of work list, the list shall indicate whether or not the Employee met the CEU Requirement in the prior CEU Year, and the number of CEUs earned since the close of the prior CEU Year.
- iii.** Upon request, the Training Center shall provide Employers with a report of the actual classes their current Employees have attended, or an Employee on the out of work list has attended. Under no circumstances shall an Employer be provided with a report of training earned by an Employee who is currently employed by another Employer.

**C. Satisfaction of requirement.** Should a Journeyman fail to meet the CEU Requirement prior to June 30th of each year, that Journeyman shall not receive any scheduled wage increase

provided for under this Agreement. Under no circumstances will an Employee who has not met the CEU Requirement receive a scheduled wage increase either by his current Employer, or any signatory Employer, until the requirement has been satisfied and the next regularly scheduled monthly record of CEUs completed by each Employee has been posted on the training center website.

## **4.04 Employment After Normal Retirement at Age 65.**

An Employee who is age 65 years or older who elects to continue to work as an Employee and receive a normal retirement benefit shall have all Employee Fringe Benefit contributions under Article XI and all other contributions and payments required by this Agreement paid on their behalf in accordance with the terms of this Agreement.

## **4.05 Payment of fringe benefit contributions.**

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

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

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

**D. Fringe Benefit Reserve Contribution.** The Fringe Benefit Reserve Contribution shall apply to all Journeymen and shall be paid on hours paid.

**4.06. Wages and Benefits.** The Wage and Benefit Schedules of this Agreement set forth the wages and benefits for Employees covered by this Agreement.

**A.** Effective August 22, 2025 – July 15, 2026. For R1 Journeymen, a \$3.00 per hour total package increase comprised of:

- A \$2.50 wage increase
- A \$ .20 increase to the Health and Welfare trust.
- A \$ .25 increase to the Defined Benefit Pension trust, including a \$.15 allocation to the Pension Recovery and
- A \$ .05 increase to the JATC trust.

**B.** July 16, 2026 – July 15, 2027. For R1 Journeymen, a \$2.75 per hour total package increase comprised of:

- A \$2.25 wage increase
- A \$ .20 increase to the Health and Welfare trust.
- A \$ .25 increase to the Defined Benefit Pension trust, including a \$.15 allocation to the Pension Recovery and
- A \$ .05 increase to the JATC trust.

**C.** July 16, 2027 – July 15, 2028. For R1 Journeymen, a \$2.75 per hour total package increase comprised of:

- A \$2.25 wage increase
- A \$ .20 increase to the Health and Welfare trust.
- A \$ .25 increase to the Defined Benefit Pension trust, including a \$.15 allocation to the Pension Recovery and
- A \$ .05 increase to the JATC trust.

## ARTICLE V: ASSESSMENTS

### 5.01 Union working assessment check off.

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

**B. Check off amount.** The Parties agree that the amount of the working assessment that the Employer shall check off, which has been duly established by the Union, shall be an amount currently equal to two percent (2%) + \$0.30 per hour worked of the Employee's weekly gross wages and that if that amount is subsequently changed by action of the Union, the Employer will check off the amount required by the change, provided the Union sends to the Employer a letter duly signed by the Union's President and Business Manager/Financial Secretary-Treasurer attesting to the change and giving the Employer at least 30 days to comply, provided that the authorizations and the purposes for the check off conform in all respects to the requirements of Section 302 of the National Labor Relations Act, as amended. As consideration of the bookkeeping expenses involved in such check off, the Union agrees to indemnify and hold the Employee and his/her Employer harmless from any actions growing out of these deductions commenced by any Employee or any governmental agency against the Employer and assumes full responsibility for the disposition of the funds so deducted once they have been paid to the Union.

**5.02 MCASF Dues.** The Association shall provide training and representation for its members in all matters that pertain to labor management. No part of the funds of the MCASF shall be used for lobbying in support of anti-labor legislation or anti-labor litigation or to subsidize Contractors by the payment of monies to them in connection with legal work stoppages or strikes against such Contractors. It is understood by the parties that the Association dues are not considered part of the economic package (except as in the limited interpretation of Section 2.08) and that a change in the Association dues amount is solely an Employer expense, such that it will not affect the total economic package of the Employees.

**A. Rate.** The Employer agrees to pay a contribution to the Association for each hour worked by all classifications except first year Apprentices and Pre-apprentices as specified on the Wage and Benefit Schedule (Exhibit E). The amount of the contribution rate is set exclusively by the Association from time-to-time and is not bargained under this Agreement. The Association reserves the right to adjust the dues contribution amount at any time during the term of the Agreement, provided that notice is sent to Employers at least 30 days prior to the effective date.

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

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

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

## ARTICLE VI: EMPLOYEE CLASSIFICATIONS

**6.01 Journeymen Employee Classifications.** There are five Employee Classifications for Journeymen. The Employer will designate one of these classifications on the Union's request for referral form and at the time of hire. The Employer shall pay the wage rate for that specific classification or higher.

**R-1:** Commercial unlimited, all piping systems over 100 tons.

**R-2:** Commercial limited, piping limited, all air conditioning systems refrigeration, piping up to 100 tons.

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

**R-4:** Unlimited residential and light commercial up to 10 tons.

**R-5:** Industrial: electrical power generating plants.

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

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

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

**B. General Foremen.** No construction Foreman may supervise at the same time more than one job that requires a Foreman. At the Employer's discretion, one Foreman may supervise up to nine Journeymen. Should additional Journeymen be required, an additional Foreman shall be designated. When three Foremen are required, the Employer shall designate a General Foreman who shall assume the duties of supervising the Foremen and shall be paid at the General Foreman's rate of pay. A General Foreman may supervise up to five Foremen. No one shall direct Apprentices, Journeymen, Foremen or General Foremen except their immediate supervisor. Only United Association Union members and Employers can direct a Journeyman or Apprentice member of Local Union 725.

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

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

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

Industrial R-5 ratio: 2 Journeymen to 1 Apprentice

## **B. Apprentice wages.**

Apprentice wages shall be as follows:

1st year Apprentice: 45% of R-I Journeyman wages  
2nd year Apprentice: 50% of R-I Journeyman wages  
3rd year Apprentice: 60% of R-I Journeyman wages  
4th year Apprentice: 65% of R-I Journeyman wages  
5th year Apprentice: 75% of R-I Journeyman wages

If any portion of the R-I Journeymen wage is reallocated from wages (as per Section 11.01 E) to benefits, apprentice wages shall be based upon R-I Journeyman wages prior to the reallocation.

**C. Apprentice Licensure.** When an Apprentice obtains their Journeyman license designation, they must provide the ARPEC Training Coordinator with proof of having obtained a physical Journeyman license card issued by either Broward or Miami-Dade County. ARPEC will provide joint notice to Local Union 725 and to the Employer, and the Employee's pay shall be increased by \$2.00 per hour effective at the start of the next payroll period after the Employer receives notice and in effect throughout the remainder of their apprenticeship.

**i. Apprentices held in category.** Apprentices will not advance to Journeyman status until they have completed the ARPEC curriculum and have obtained their Miami-Dade or Broward County Journeyman license. Those who complete the apprenticeship program without earning their Journeyman license will remain classified as A5-H (fifth-year apprentice held in classification) indefinitely until they meet the requirements of this Article. The Union will only permit individuals held in classification to be referred at the A5-H classification, and Employers must follow the wage and benefit package for fifth-year apprentices as outlined in the Agreement's wage and benefit schedule.

**D. Apprentice Certification Program.** Apprentices may earn an additional \$.50 per hour premium pay, in effect throughout the remainder of their apprenticeship, for completing a skills-based Apprentice Certification Program that has been approved by the JATC, the Union and the Association. Such programs shall exclude requirements included in the standard apprenticeship curriculum, recognizing that those requirements are subject to modification from time to time by mutual agreement of the JATC, the Union and the Association.

The Training Center shall notify Employers when an Apprentice in their employ enrolls, attends and completes a Certificate Program. Upon successful completion, the Training Center will provide the Apprentice and Employer with the Apprentice's completion certificate, which will be retained in the Apprentice's permanent record. The Union Hall will re-refer out the Apprentice with a \$.50 per hour wage increase that shall remain in effect until the Apprentice completes his Apprenticeship. The following two Apprentice Certification Programs have been approved. Additional Apprentice Certification Programs shall be memorialized into a signed Memorandum of Understanding and thereby incorporated into the CBA.

**i. Customer Service Certification.** A three-part course comprised of no less than 18 hours of classroom training held on Saturdays, covering a comprehensive program presented by instructors agreed to by the Parties. Apprentices must attend the entire day of training as a prerequisite to attend the next training day.

**ii. TIG Welder Certification.** A seven-week program that culminates in the Apprentice successfully passing the

UA / National Certified Pipe Welding Bureau (NCPWB) Qualification Test for Gas Tungsten Arc Welding (GTAW) weld process.

**E. UA VIP Apprentices.** UA VIP Apprentices shall receive the rate of pay and benefit contributions required for second year apprentices under Schedule E of this Agreement throughout both their first year and second year of apprenticeship.

## **F. Apprentice wage deductions.**

**i. Textbooks.** The Apprentice hourly wage shall be reduced by \$.10 per hour and the employer contribution to the JATC shall be increased by \$.10 per hour as specified in Exhibit E, specifically for the provision of apprentice required textbooks, subject to the terms and conditions established by the JATC.

**ii. Tablet computers.** For the provision of tablet computers for Apprentices, subject to the terms and conditions established by the JATC: \$.10 per hour shall be included in the JATC contribution rate for Apprentices as specified in Exhibit E. This shall be comprised of a \$.05 per hour deduction from Apprentice wages and an Employer contribution of \$.05 per hour. Should this program not be implemented, be terminated, or otherwise altered, the Association reserves the right to terminate or modify the \$.05 per hour contribution for both Employers and Apprentices

**6.04 Pre-apprentices.** There shall be an Employee classification known as Pre-apprentice. Pre-apprentices may perform any work of the trade, limited only by their capabilities, and licensure, provided that they are under the direct supervision of a Journeyman, however, Pre-apprentices may not work with power lifts and rigging, except truck lift gates.

**A. Pre-apprentice Employment.** In order to hire a Pre-apprentice, an Employer should first have at least one Apprentice. In the event of a Reduction in Force, Pre-apprentices shall be laid off first in order to ensure continued Apprenticeship training.

**B. Pre-apprentice wages.** Pre-apprentice wages shall be 35% of R-I Journeyman wages.

**C. Pre-apprentices in admissions process.** To support the Parties' joint efforts to recruit and secure employment for Pre-apprentice candidates prior to the start of their apprenticeship, candidates who meet the admissions prerequisites established by the JATC and submit an application for apprenticeship are eligible to advance to Pre-apprentice in Admissions "PAA" status for a period not to exceed six months prior to the start of the First-year apprenticeship term for which they have applied.

**i. Wages and Benefits.** Effective upon the start of the next payroll period after the eligibility date provided on the PAA advancement notice, the PAA shall be paid wages at the First-year Apprentice rate. A PAA shall have fringe benefit contributions made on his behalf at the Pre-apprentice rate in the wage and benefits schedule.

### **ii. Requirement to maintain PAA status.**

**a. Active admissions status.** Should a PAA fail to meet the admissions requirements of the JATC and cease to advance in the admissions process, he shall revert to Pre-apprentice status and shall be paid Pre-apprentice wages.

- b. Training requirement.** A PAA is required to complete ARPEC's online self-directed classes on the use and care of tools and obtain their OSHA 10 certification by a date established by the JATC as a condition of maintaining their status as a PAA. Should the PAA not complete the required training within the designated time, the Employer will be notified and the PAA will revert to Pre-apprentice status and wages. A PAA shall be required to complete the training specified above as follows: the training requirement must be completed by the last day of the following month after the date of eligibility. For example, an employee who becomes eligible for PAA status on May 15 must complete the required training by June 30.
- c.** Once a PAA has reverted back to Pre-apprentice status, he shall be ineligible to advance to PAA status until re-applying for admissions for a future term and meeting all requirements of Section 6.04C.

**iii Notification.** The training center shall provide written notification, approved by labor and management as to form and content, to both Employers and Employees concerning the Employee's admissions status, including advancing to PAA status and reverting back to Pre-apprentice status when applicable, changes in enrollment status including termination and leave of absence, certificates, licensure, advancement through the apprenticeship program, disciplinary issues, penalty workdays, make up days and any other matters under the supervision of the JATC.

## ARTICLE VII: WORK RULES AND CONDITIONS

### 7.01 Hiring Procedures.

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

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

**C.** The Union is the exclusive hiring hall. Employers may only hire Employees through the Union referral process. There shall be no solicitation of employment in the Union's jurisdiction. Employers, their Employees, non-bargained staff or representatives shall not recruit Employees who are employed by another signatory Employer. Apprentices shall not contact a signatory Employer, or their Employees, non-bargained staff, or representatives to solicit work without permission from the Union or JATC. Training Center Instructors are strictly prohibited from discussing employment opportunities with Apprentices.

**D.** The Employer will designate one classification on the Union's request for referral form and at the time of hire, using one of the Employee classifications listed in Article VI or the National Service and Maintenance Agreement, if signatory to the NSMA.

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

**F.** When Employers request Journeymen with specific licenses or project credential requirements from the Union, the Union will ensure that referred Journeymen meet the Employer's specified requirements.

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

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

**7.02 Termination.** Employers may terminate Employees at their discretion, provided the termination was not for a discriminatory purpose. Upon termination, the Employer shall make out a notice of termination using the form agreed upon by the Union and the Association, noting the reason for termination, and the resulting termination shall be retained by the Union and Employer.

### 7.03 Work hours.

#### A. Regular hours.

**i. Service and Maintenance.** Eight consecutive hours per day shall constitute a standard workday with a flexible starting time between 6:00am and 10:00am. Upon mutual agreement between the Employee and the Employer, the standard workday may begin at 5:00am.

The Employer shall determine for any Employee the starting and quitting time of a normal established workday of eight hours (or 10 hours when applicable) with an unpaid lunch period not to exceed one hour.

40 hours per week, five consecutive days, Monday through Saturday, shall constitute a week's work or as mutually agreed to by the Employer and the Employee. By mutual written agreement between the Employer and the Employee sent by email to the Union, the standard work week can be established to consist of four consecutive 10-hour days at the straight time rate.

**ii. Construction.** Eight hours shall constitute a day's work. A regular work day shall consist of eight consecutive hours between the hours of 6:00am to 5:30pm, Monday through Friday (excluding one half hour for lunch). Sufficient time will be allotted before the end of the workday to pick up and secure the Employer's tools and materials.

By mutual written agreement between the Employer and the Employee sent by email to the Union, the standard work week can be established to consist of four consecutive 10-hour days at the straight time rate.

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



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

**i. Saturday optional make up day (Service only).**

If an Employee takes off a regular workday during the week, the Employee may work on the following Saturday at the straight time rate. Under this provision, Employees will not be required to “make up” a missed workday by working on a Saturday, however, by mutual written agreement between the Employer and the Employee sent by email to the Union, up to eight hours of work on a Saturday may be worked at the straight time rate.

**Construction.** All construction overtime will be paid at time and one-half, however, work on Sundays will be paid at the double time rate.

**C. Holidays.** The following holidays, if worked, shall be paid as follows:

**Service.** Work on holidays will be paid at time and one-half.

**Construction.** Work on holidays will be paid at the double time rate.

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Should any of the above-named holidays occur on Saturday, the preceding Friday will be observed as the holiday. Should any of the above-named holidays occur on Sunday, the following Monday will be observed as the holiday. No work should be performed on Labor Day or Christmas Day, except emergency service.

**D. Service stand-by.** It is recognized by the Employees and Employers that for the mutual benefit of our industry, as well as the interest of preserving Union service work, Employees shall be available to serve on stand-by to meet the needs of the customer.

**i. Stand-by schedule.** The Employer shall post advanced notice of the Employees who will be assigned to stand-by duty. Any Employee who cannot meet his assignment shall notify the Employer prior to the next stand-by time period. The Employer shall endeavor to distribute stand-by assignments and service calls equitably, and to the extent possible, accommodate the wishes of the Employees. Apprentices may stand-by for service calls except on designated school nights.

**ii. Stand-by pay.** The Employee shall receive one hour stand-by pay for each weekday evening, or two hours stand-by pay for each weekend day and holiday. Stand-by pay is the Employee's applicable hourly taxable wage and does not include fringe benefits.

**iii. Payment for hours worked.** If an Employee assigned to stand-by duty is called out to work for more than one hour on a weekday, or two hours per day on a weekend day or holiday, the Employee shall be paid for those work hours at the applicable hourly taxable wage, including fringe benefits, in accordance with the terms of this Agreement, and stand-by pay shall not apply. If an Employee on standby is called out to work for less than one hour on a weekday, or less than two hours per day on a weekend day or holiday, the standby pay shall be converted to pay for work hours at the applicable hourly taxable wage, including fringe benefits, in accordance with the terms of this Agreement.

**iv. Travel time on Stand-by.** If called out to duty, the Employee shall be paid for round trip travel time from his point of origin to the job site for actual commuting time using the most efficient route. Travel time on stand-by is paid at the Employee's applicable straight time hourly taxable wage and does not include fringe benefits.

**v. Stand-by on scheduled work day.** If an Employee is assigned to stand-by after completing his work for the day he shall also receive stand-by pay, in accordance with items ii and iii.

**E. Service work.** Modification and / or replacement of existing mechanical, refrigeration equipment including related piping connections in addition to all other service, maintenance and operations work in order to meet customer obligations. Temporary systems are to be considered service work.

**F. Test and balance, start-up and standby.** Test and balance, start-up and standby as part of service replacement shall be paid at service rates and conditions. However, test and balance, start-up and standby that are not part of service replacement shall be considered new construction. Test and balance, start-up and standby may be commissioned to a third party at the customer's discretion.

**G. Show up time.**

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

**ii. Inclement weather (construction).**

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

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

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

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

**7.04 Payment of wages and benefits.** Payday shall be once each week on the third workday following the end of the weekly payroll period. Employees are to be paid before the end of their regular shift. Payment shall be in US currency, paid by check or by electronic direct deposit to the Employee's authorized account. Any Employer issuing checks to an Employee shall be liable for actual costs of any penalties in the event the check does not clear due to any Employer error or the Employer's bank's error. Timesheets shall be submitted according to the Employer's payroll rules, including with regard to timeliness, to enable the Employer to process accurate payroll.

When Employees are laid off, discharged or resign, they shall be paid all wages and allowances due on the next regularly scheduled payday for that payroll period in the same manner as the preceding payroll provisions. If an Employee is not paid for wages due up to their termination at the next scheduled payday after their involuntary termination and timely submission of timesheets, the Employer will be responsible to pay twice the wages owed to the Employee as per federal law, subject to expedited review by the Joint Grievance Board.

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

#### **7.06 Tools.**

**A. Employee-provided tools.** Employees performing service or maintenance work may be required to furnish their

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

**B. Employer-provided tools.** Pipe threading and pipe cutting tools, vises, welding torches, power tools and instruments for measuring temperatures, pressure, air velocities, voltages, amperages, etc., shall not be deemed hand tools and shall be furnished by the Employer. Employees shall be responsible for tools, equipment and instruments supplied by the Employer, provided mutual security arrangements are made in the form of locked toolboxes, etc., and the Employee has signed an inventory slip.

Cases of carelessness, negligence or willful act, in disregard of the preceding sentence, shall be cause for discipline in accordance with the Grievance and Arbitration Procedure outlined in Article X. Establishment of such carelessness, negligence or willful act shall make the Employee liable for replacement of lost tools and shall be cause for termination. Tools that are stolen must be reported to the police, and a report of said incident must be recorded. The Employee shall account for all tools, vehicles, materials and equipment belonging to the Employer upon termination of employment, provided Employee has signed an inventory slip.

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

**A.** A Steward shall be a qualified workman performing work of his craft and shall exercise no supervisory functions. The Employer or his representative shall be consulted and then notified in writing regarding such appointment. The Steward shall notify the Business Manager or Business Agent(s) and the Employer or their representatives immediately of any condition that may lead to trouble, such as walk-offs, stoppage of work or other causes detrimental to the job. He shall not cause nor encourage a stoppage of work under any circumstances. It is understood that such Steward's duties shall not include any matters relating to referral, hiring or disciplining Employees.

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

**C.** The Steward may be discharged only for reasonable cause. No Steward shall be discriminated against because of the faithful performance of his duties as Steward. However, in the case of a reduction in work force, this Article is not intended to force the Employer to retain the Steward if his services are not needed. If the Union has reason to believe an Employer has discharged a Steward in violation of this Agreement then it shall be brought forth before the Labor Management Committee as outlined in the grievance procedure contained in Article X of this Agreement. If it is determined that the Employer has in fact discharged the Steward in violation of the provision, then the Steward will be reinstated with back pay and benefits.

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

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

#### **7.10 Travel Time.**

**A.** All travel time in excess of reasonable commuting time before and after an Employee's normal work hours shall be paid for at the straight time rate and such travel shall not be considered hours worked.

**B.** Reasonable commuting time shall be that time required for the Employee to travel to their first job assignment and back from their last job assignment that is within a 50 mile radius or one-hour drive time of a dispatch point (normally the Employee's residence, the Employer's local office or a designated point to which the Employee is regularly assigned).

**C.** When an Employer requires an Employee to travel on a weekend or holiday in order to be at his assigned jobsite the next day, he shall be paid for actual travel time at one and one half times their current straight time hourly rate of pay.

**D.** There shall be no fringes paid on travel time, however, travel time during the scheduled work day between job sites, to secure supplies and materials, or to attend meetings required by the Employer shall be considered hours worked and therefore subject to fringes at the applicable rate.

**E.** When an Employee travels outside of the Jurisdiction for purposes of training required by his Employer, the time spent traveling will be paid in accordance with the rules established by the Federal Fair Labor Standards Act (FLSA).

**F.** All Employees who drive company vehicles will be required to maintain a valid driver's license and maintain a safe driving record, consistent with the Employer's safety program and insurance requirements, as a condition of continued employment. The Employer shall have the right to check the validity of such driver's license at their discretion in accordance with the Employer's policies. The Employer shall be required to maintain adequate insurance on each company vehicle for all permitted uses of the vehicle by the Employee. An Employee who surrenders his driver's license or has it suspended shall notify the Employer immediately.

#### **7.11 Reimbursements.**

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

**B. Mileage reimbursement.** All Employees, when compensated for mileage, shall be compensated at the current

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

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

#### **7.12 Safety.**

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

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

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

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

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

**7.13 Substance Abuse Policy.** Contractors wishing to establish a drug free workplace must comply with all State and Federal Laws regarding the same.

**7.14 Journeymen Rehabilitation Program.** In an effort to ensure proper performance of job duties, the parties hereby agree to form a Journeyman Rehabilitation Program. This program serves to protect the investment the parties make in growing the work-force and protect Union work hours by creating a pathway for improvement of Employees who demonstrate reoccurring deficiencies. This program shall apply exclusively to Journeymen.

**A. Deficiency.** A "Deficiency" is defined as a complaint raised by an Employer involving an Employee's sub-standard workmanship, including claims made by a national contractor (who is not a signatory to this Agreement) working under the work rules, wages and benefits provided for in this Agreement.

A Deficiency shall include, but not be limited to:

- Grossly insufficient technical proficiency, below that which should reasonably be within a Journeyman's skill set.
- Blatant lack of care for company or customer property.
- Call-backs due to carelessness, sloppy workmanship or repeatedly misdiagnosing an issue.
- Intentional misrepresentations on reporting forms, including service tickets, and reporting hours worked for non-work hours.

**B. Reporting Deficiencies.** Deficiencies shall be reported by the Employer using a Demerit Form, approved by the parties, which shall be posted on the Union's website. Demerit Forms must be completed by the Employer or supervisor, who must provide a copy of the report to the Business Agent of the Union and Executive Vice President of the Association. Demerit Forms must be filed with the Union, Association and Employer within 10 working days of when the Employer involved knew or should have known of the situation that led to the Deficiency claim. Upon receipt of a Demerit Form, the Union shall provide a copy to the Employee. Employees shall be provided five business days in which to complete the Employee portion of the Demerit Form, if desired, and provide a copy to the Union. After close of business on the 5th working day, the Demerit Form shall be closed for further written comment and shall be retained in the Union's permanent member records. The Union shall provide the Employer involved and Association a copy of any amended Demerit Forms.

### **C. Rehabilitation/Demerit Process.**

**Step 1.** Upon receipt of an Employee's first Demerit Form within a 12-month period, the Labor Management Committee will be notified and provided a copy of the Demerit Form, including any ensuing Employee statement. The Business Agent of the Union will call the Employee to discuss the issue, and make note of any need for supplemental training.

**Step 2.** Upon receipt of an Employee's second Demerit Form within a 12-month period the Labor Management Committee will be notified and provided a copy of the Demerit Form. Within 10 working days of receipt of the Demerit Form and any ensuing Employee statement, a meeting between a representative of the Association, Union and the Employee and Employer involved shall take place at a mutually agreeable time and location to discuss the Deficiency, and potential means to address the issue, such as supplemental training. This meeting shall be unpaid time for the Employee involved unless the representatives of the Association and the Union agree that the Employee is not at fault.

**Step 3.** Upon receipt of an Employee's third Demerit Form (excluding any Step 2 forms where the Employee was found not to be at fault) within a 12-month period the Labor Management Committee will be notified and provided a copy of the Demerit Form. Within 10 working days of receipt of the Demerit Form and any ensuing Employee statement, a meeting between the Labor Management Committee, the Employee and Employer involved shall take place at a mutually agreeable time and location to discuss the Deficiency, and prescribe appropriate measures to address the issue, including, but not limited to, supplemental training. This meeting shall be unpaid time for the Employee involved unless the Employee is found by the Committee not to be at fault.

In hearing issues related to the Journeymen Rehabilitation Program, the Labor Management Committee shall be maintained to consist of two Employer representatives, selected by the Association, and two Employee representatives, selected by the Union. Two representatives of Employers and two representatives of the Union shall constitute a quorum. Binding decisions of the Labor Management Committee shall be in meetings where there are an equal number of labor and management representatives present and shall be by majority vote.

Unless the Labor Management Committee members agree by majority vote to dismiss the third Demerit, the Employee will be re-referred out as follows. Deadlocked votes at Step 3 shall be referred to the Joint Grievance Board (Step 2 of the Grievance Procedure).

**D. Demerit Period.** For the latter of a period of six months, or until the Employee successfully completes supplemental training determined by the Labor Management Committee and provided at the Training Center on the Employee's own time. During the Demerit Period, the Employee will be referred out at the next lower classification. For example, an R-1 would be re-referred out as an R-2, etc. The referral out at the next lower classification (for example, R-2) only affects the Employee's rate of pay, not his scope of responsibilities, which, in this example, would remain as that of an R-1. The Employee will be referred out under this classification regardless of Employer. The Employee will be paid scale (wages and benefits) for his new classification during this Demerit Period. Under no circumstances will the Employee be paid overscale during the Demerit Period. At the conclusion of the Demerit Period, the Employee may be re-referred out at the appropriate classification.

## **ARTICLE VIII: EMPLOYER RIGHTS AND OBLIGATIONS**

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

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

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

**8.04 Union Member Employers (Owner Operator).** Employers who are also Union Members ("Owner Operators") may be permitted to perform Bargaining Unit Work provided that they comply with the following:

**A.** Owner Operators must be on a Referral and may only perform Bargaining Unit Work for one Employer.

**B.** Owner Operators shall pay contributions for themselves equivalent to the rates of an R-1 Journeyman, as set forth in Exhibit E to this Agreement, and any updates to those rates from time to time, including after tax wage deduction amounts, to the benefit funds and organizations identified in Schedule E. Owner Operators must consistently report and pay these contributions for the greater of actual hours worked, which must be documented, or at least 40 hours per week or 173.33 hours per month.



**C.** Owner Operators must abide by all terms of this Agreement, and all rules and requirements of the Employee Benefit Trusts and Service Corporation, as may be amended and revised from time-to-time.

**D.** Within 12 months of becoming an Owner Operator, the employing company must employ at least one Apprentice or Journeyman in addition to the Owner Operator. If the Employer ceases to have at least one additional Journeyman or Apprentice Employee, the Employer must hire a Journeyman or Apprentice within 90 days of the departure of the last additional Journeyman or Apprentice.

**E.** This applies to all Employers effective upon the date that the Employer enters into business. To the extent that federal law prohibits any owner from fully or partially participating in any or all of the Employee Benefit Trust Funds, then solely to that extent, the fringe benefits otherwise required to be reported and paid for such Owner Operator shall be reported and paid so as to ensure compliance with such federal restrictions and their impact upon the Employee Benefit Trust Funds.

**8.05 Employer Insurance.** Employers shall be required to carry workers compensation coverage on all Employees, including the Employer, if the Employer is an Owner Operator as defined in this Section.

**8.06 Non-compete, Non-solicitation Agreement.** In order to preserve Union jobs in the industry and protect the business interests of Employers, Employers may require current Employees as well as new hires to sign legally enforceable confidentiality and non-solicitation agreements designed to restrict them from:

**A.** Sharing with a new non-union employer confidential information regarding their Employers (such as, but not limited to, customer or potential customer lists, customer information, pricing strategies, marketing strategies, vendor/supplier lists and prices paid to them);

**B.** Providing their new non-union employer with information about their former coworkers for soliciting or hiring their former co-workers or assisting in such efforts for a period of one year after ceasing to be employed with former Employer;

**C.** Providing their new non-union employer with information about their former Employer's customers and customer prospects, including soliciting, directly or indirectly, customers/customer prospects of their former Employers for a period of one year after ceasing to be employed with former Employer; and

**D.** Providing information to their new non-union employer about their former business relationships with vendors and suppliers, including soliciting, directly or indirectly, business relationships with vendors/suppliers of their former employers for a period of one year after ceasing to be employed with former Employer.

The term "new non-union employer" as used above includes themselves if the Employee is setting up their own competing business as a contractor and does not become signatory to Local 725. A former Employee of an Employer who sets up a competing business shall become a party to this Agreement.

The enforcement and cost of enforcement of these restrictive covenants shall not be the responsibility of the Union but rather shall be the responsibility of the Employer(s) whose interests are adversely affected, with the exception of matters that would otherwise be subject to the grievance and arbitration process in Article X.

A model non-compete, non-solicitation agreement is provided as part of this Agreement, Exhibit D. Employers may not modify this model agreement. The parameters expressed in this Section 8.06 and in Exhibit D include less stringent limitations than what can be allowed under the Florida Contracts Honoring Opportunity, Investment, Confidentiality, and Economic Growth (CHOICE) Act, if applicable.

## **ARTICLE IX: NO STRIKE, NO LOCKOUT**

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

**9.02 Unauthorized work stoppage.** If any Employee or group of Employees represented by the Union should violate the intent of this Article, the Union, through its proper officers, will promptly notify such Employee or Employees in writing to immediately return to work and will take steps to affect a prompt resumption of work.

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

**9.03** This no strike, no lockout commitment is based upon the Agreement by both parties to be bound by the grievance and arbitration provisions of this Agreement in Article X. Employees engaging in unauthorized work stoppages, picketing, or any other type of interference referenced in Section 9.01 may be subject to the grievance and arbitration provisions in Article X.

## **ARTICLE X: GRIEVANCE AND ARBITRATION PROCEDURE**

**10.01** A "grievance" is defined as a complaint arising under and during the term of this Agreement raised by an Employee as to himself, the Union, an Employer, or the Association, involving an alleged violation, misinterpretation or misapplication of an express written provision of this Agreement, including claims of Employees of an Employer signatory to a national agreement with the United Association, or independent agreement with the Union working under the work rules, wages and benefits provided for in this Agreement. Jurisdictional disputes under Sections 3.03 and 3.04 and contribution and other obligations of Employers to the Employee Benefit Trust Funds referenced in Article XI shall not be subject to this grievance and arbitration procedure. At the time this Agreement is ratified, the Union represents that there are no matters existing which could be the subject of a grievance.

**10.02 Joint Grievance Board.** A Joint Grievance Board shall consist of two Employer representatives, selected by the Association, and two Employee representatives, selected by the Union. One representative of Employers and one representative of the Union

shall constitute a quorum. Binding decisions of the Joint Grievance Board shall be in meetings where there are equal votes of labor and management representatives present. There shall be an appointed Chair and Secretary, who shall be rotated between the parties on an annual basis.

### 10.03 Grievance Procedure.

**A. Time limits for filing a grievance.** The Grievance Form shall be a form approved by the Union and Association. Filing a grievance shall mean submitting a completed Grievance Form to the Joint Grievance Board within 10 working days of when the filing person or entity knew or should have known of the events first giving rise to the grievance. A grievance that is not filed within the time limits provided for in this Article will be considered waived or withdrawn. The parties may, by mutual written agreement extend any of the time limits set forth in this Article, subject to limitations set forth below in 10.03(b).

#### B. Procedure: Pre-Arbitration.

**Step 1:** Step 1 shall consist of a meeting between each Employee and Employer involved in the grievance and the Joint Grievance Board. Once a grievance has been filed, every Employee and Employer involved in the grievance and the Joint Grievance Board shall have 10 working days to meet at a mutually agreeable time and location. The parties may mutually agree to no more than a 10 working day extension of this Step 1 meeting.

**Appeal.** Following the Step 1 meeting, in the event the grievance is not resolved in the Step 1 meeting, the grievant may advance the grievance to Step 2 by submitting a writing within five working days of the Step 1 meeting by filling out the Step 2 appeal portion of the approved Grievance Form and submitting it personally or by email to the members of the Joint Grievance Board.

**Step 2: Joint Grievance Board.** The Joint Grievance Board shall meet within 10 working days of receipt of an appeal form following Step 1, and the report from Step 1. The Joint Grievance Board shall then proceed to hear the grievance. In the event there is no quorum for the first meeting, a second meeting shall be rescheduled to occur within five working days of the first scheduled meeting. Should the second meeting not occur within the allotted time frame, including if the party against whom a grievance was made fails to participate, the grievance automatically shall be referred to arbitration.

Decisions of the Joint Grievance Board shall be by majority vote and shall be in writing. If a violation is found, the Joint Grievance Board shall order an appropriate remedy, provided that no financial remedy shall extend beyond 10 days prior to the filing of the Grievance. The decision of the Joint Grievance Board shall be final and binding on all parties (including employers not parties to this Agreement who have a national or international union agreement that are required to follow work rules, wages and benefits under this Agreement) if rendered consistent with the requirements of this Article. If the Joint Grievance Board is deadlocked or fails to meet within the time set forth above, unless extended by mutual agreement, the Grievant, Union or Association may refer the grievance to arbitration within 10 working days of learning of the deadlock or within 10 working days of when the Joint Grievance Board was scheduled to meet (in the event it fails to meet on the rescheduled date or any agreed upon extension).

**10.04 Arbitration Procedure.** If the grievance is not resolved in Step 2 and the Employee, Employer, Association, or Union wishes

to appeal the grievance from Step 2 of the grievance procedure, the party may refer the grievance to arbitration, as described below, within the time limits set forth in Step 2 above:

**A.** The parties shall attempt to agree upon an arbitrator within five working days after receipt of the notice of referral for arbitration. In the event the parties are unable to agree upon the arbitrator within the five working day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven arbitrators who are all members of the National Academy of Arbitrators. Any fee for requesting such panel shall be paid by the party requesting arbitration. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Association on behalf of itself or affected Employers, and the Union on behalf of itself or Employees, shall strike three names from the panel. The party requesting arbitration shall strike the first three names; the other party shall then strike three names. The person remaining shall be the arbitrator.

**B.** The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Association representatives.

**C.** The Association and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Employer and the Association retain the right to employ legal counsel and to record the hearing by a court stenographer.

**D.** The arbitrator shall submit his/her decision in writing within 30 calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision of the arbitrator shall be final and binding on the parties (including employers not parties to this Agreement who have a national or international union agreement that are required to follow work rules, wages and benefits under this Agreement) if rendered consistent with the requirements of this Article.

**E.** More than one grievance may be submitted to the same arbitrator only where both parties mutually agree to do so in writing.

**F.** Awards resulting from grievances involving financial awards may not go beyond 10 days prior to the filing of the grievance.

**G.** The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be paid by the losing party (provided that in the case of a split award it shall be split equally by the parties). Any third-party costs incurred by the Association in connection with any grievance involving employers not parties to this Agreement who have a national or international union agreement that are required to follow work rules, wages and benefits under this Agreement shall be borne by such employer, and the arbitrator's award shall include a directive to that effect. Each party shall be responsible for compensating its own representatives and witnesses.

**10.05 Limitations on Authority of the Joint Grievance Board and Arbitrator.** The Joint Grievance Board and the arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The Joint Grievance Board and the arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific written provisions of this Agreement. The Joint Grievance Board and the arbitrator shall be empowered to determine the issue raised by the grievance as stipulated to by the parties or, absent such stipulation, as submitted in writing at Step 1.

The Joint Grievance Board and arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The Joint Grievance Board and the arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The Joint Grievance Board and the arbitrator shall not in any way limit or interfere with the power, duties and responsibilities of the Employer under law and applicable court decisions. Any decision or award of the Joint Grievance Board or arbitrator rendered within the limitations of this Section 10.05 shall be final and binding upon the Association, the Employer involved, the Union and the Employees covered by this Agreement.

Notwithstanding the foregoing, in a grievance where the health and safety of an Employer's Employees have been, and continues to be disregarded by the Employer, including the failure to maintain workers compensation insurance, the Joint Grievance Board or the Arbitrator can order that the Employer is terminated from and released from this Agreement.

**10.06 Discovery.** In investigating or determining any of the grievances hereunder, the Joint Grievance Board, or the arbitrator appointed under this Article, shall have the authority to order the Employer or the Union, as the case may be, to produce relevant information regarding its books and records before an auditor or accountant designated by such Board or arbitrator for the purpose of aiding the Board or arbitrator to determine the extent of the violations and the sums which may have been lost by the injured party or parties. The cost of such auditor or accountant shall be paid by the defaulting party, that is, the party determined to be in violation of the Agreement by the Joint Grievance Board or by the Arbitrator; if the Board or arbitrator believes that such assessment of costs was warranted in any case. Nothing herein limits a party from engaging in discovery as permitted by the National Labor Relations Act, as amended.

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

**10.08 Disbursement of Assets.** Any monies or other assets collected as a result of the enforcement of this Article other than that owed to Employees, Employers, the Employee Benefit Trust Funds, the Union or the Association, or collection expenses, shall be paid to the MCASF Local 725 Health and Welfare Fund.

**10.09 Exclusivity of the Grievance and Arbitration Procedure.** The grievance and arbitration procedure set forth in this Article X shall be the sole and exclusive means for discussing and resolving disputes subject to the grievance procedure, provided that nothing in this Article in any way requires any Employee Benefit Trust Funds referenced in Article XI to participate in the grievance and arbitration proceedings in this Article, or otherwise be restrained from enforcing any rights and remedies under ERISA, federal common law or otherwise relating to enforcing and collecting contribution obligations and other obligations and remedies against participating Employers to those benefit funds.

## ARTICLE XI: FRINGE BENEFITS

### 11.01

**A. Generally.** The Employer shall pay on behalf of each person covered by this Agreement, the required contributions to the Employee Benefit Trusts, and other funds or entities, as set forth herein. In the event the actual terms of the benefit funds are different than what is contained in this Agreement, the terms of the funds shall control.

**B. Definitions.** The term "Person Covered" means Employees engaged in or performing Bargaining Unit Work within the jurisdiction of the Union.

i. The term "per hour" means each actual hour worked. Contributions to the Pension, Health and Welfare and Defined Contribution Retirement Benefit Funds for overtime hours shall be computed on the same basis as wages, at 1 ½ times or 2 times the straight time rate.

ii. The term "Employee Benefit Trusts" means the MCASF Local 725 Pension Trust, Health and Welfare Trust, Defined Contribution Retirement Trust, and Joint Apprenticeship Training Committee Trust.

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

The Service Corporation is established as an incorporated organization to be controlled by representatives selected by the Trustees of the MCASF Local 725 Health and Welfare Trust, the MCASF Local 725 Defined Contribution Retirement Trust and the MCASF Local 725 Pension Trust. The representatives shall constitute the Board of Directors of the Service Corporation (also referred to as the "Board of Trustees") and shall be selected so that they and their alternates, if any, shall be in equal numbers from Employers and the Union, and that suitable provisions are made for selection of an impartial chair when needed in order to break any deadlock and to arrive at a decision.

The Service Corporation may contract for servicing other labor-management funds, including grantor trusts, credit unions, savings plans, and such other mutually agreed upon funds or accounts as authorized by the Service Corporation's Board of Trustees. Currently the MCASF Local 725 JATC and the Local 725 MCASF Labor Management Cooperation Committee have service agreements with the Service Corporation for the handling of their administrative functions.

**D. Contribution Payments.** The Employer shall pay the required contributions on behalf of each Employee covered by the Agreement, on or before the 10th working day after the end of a weekly or monthly fringe benefit reporting period, depending on the reporting period applicable to the Employer. If the contributions are not actually received at the depository account or agent designated for contribution payments by such



date, the payment shall be considered delinquent. The Service Corporation is the designated agent for receipt, collection and enforcement of contribution obligations, and is expressly designated as a fiduciary of the Employee Benefit Trusts for contributions receipt and collections.

#### **E. Union Allocation Changes.**

**i. Reallocation.** If at any time the Union wants any money moved from taxable wages to fringe benefits it may be done if 30 days' notice is given to the Association.

**ii. Effective Date.** Notwithstanding the 30-day notice required, the change shall be effective as soon as administratively feasible for implementation of wage changes and contribution rate changes by the Service Corporation.

**F. Contribution Report Fee.** The Employer shall pay the Service Corporation a processing fee per weekly or monthly reporting period as determined by the Service Corporation, which fee shall be added to contribution reports and payments.

**G. Notice of Ownership Change.** Within 30 days of any sale of an Employer's business (whether of assets or ownership interests), transfer of any ownership interests, change to the form of business entity of the Employer, or ceasing business operations, an Employer shall notify the Fund Counsel of the Service Corporation (Benefit Services).

Fund Counsel shall receive from the Employer the documents which govern the sale, transfer of ownership or restructuring of the business effecting the reported ownership change. Fund Counsel will review and advise the Service Corporation on the form and effect of the change, without disclosing economic terms of such sale. If, after the initial 30-day period for reporting, Fund Counsel is required to ask for information on a sale of all or a part of the business, transfer of any ownership interest, or change in form of the business entity, the Employer shall be assessed \$500 to cover the costs associated with having to make the request. If, after the initial 30 days, Fund Counsel is required to ask for information on a sale of all or a part of the business, transfer of any ownership interest, or change in form of the business entity a second or more times, then the Employer will be assessed \$2,500 for the costs and effort required to pursue multiple requests. If further action is required to obtain and review the information, the Employer shall also be liable for all costs related to determining whether and to what extent a sale of change of business form took place and its effect.

**11.02 Specific Contributions.** The Employer shall pay contributions, as set forth in Exhibit E to this Agreement, and any updates from time-to-time, including after tax wage deduction amounts, to the following benefit funds and organizations.

The Benefit Trusts shall bear the entire cost of financing and administering the benefit plans operated by the benefit trusts through payments made on behalf of covered persons in the amounts set forth herein. Employers must abide by all rules and requirements of the Employee Benefit Trusts and Service Corporation, as may be amended and revised from time-to-time.

Any contributing Employer shall be subject to periodic audit by the Service Corporation or agents on its behalf to verify that required contributions and payments are timely and properly submitted to the Service Corporation. Such audits (as further described in 11.06) shall be conducted pursuant to policies and procedures adopted by the Service Corporation, including with regard to cost assessments, frequency of audits, and documents required to be reviewed.

#### **A. MCASF Local 725 Health and Welfare Trust.**

**B. MCASF Local 725 Pension Trust.** This contribution includes the regular contribution amount from Exhibit E and the Pension Recovery Contribution.

**C. MCASF Local 725 Defined Contribution Retirement Trust.** The Employer shall contribute to the Defined Contribution Retirement Trust, and all eligible persons covered under this Agreement shall receive the basic amount that is specified in Exhibit E of this Agreement.

In the event the Trustees establish or continue an elective deferral program, Employees covered by this Plan shall have the option of electing an amount to be deducted from their weekly payroll according to parameters set by the Board of Trustees to contribute to the Plan. The Board of Trustees may, from time-to-time set a schedule of available elective deferrals.

**i. Elective contributions.** Eligible Employees may elect to increase or decrease their elective contributions to the Defined Contribution Retirement Trust Fund according to the terms of this Plan, subject to IRS limitations. Elections may only be made annually, during the election period established by the Plan (currently in October and November,) and shall become effective the following January and through the remainder of that calendar year. The Trustees may, in their sole discretion, authorize other election windows in rare circumstances.

**ii.** An Employer who is late submitting Employee Elective Contributions for any payroll period will be subject to a 15% excise tax that is payable to the IRS and to submit a Form 5330 to the IRS.

**D. ACRA Local 725 Joint Apprenticeship Training Committee Trust (JATC).** The Joint Apprenticeship and Training Committee Trust ("JATC"), which operates a Training Center ("ARPEC"), is established by this Agreement as an Employee Benefit Trust, in accordance with the trust documents, for the purpose of providing training for Employees throughout their careers.

**i. Contribution.** This amount includes both the contribution for the ACRA Local 725 Joint Apprenticeship Training Committee Trust and any amount as may be required to be paid to the International Training Fund as specified in the Wage and Benefit Schedule (Exhibit E).

**ii. Training Voucher Program.** The Parties acknowledge the importance of ongoing training to ensure a highly-skilled workforce. Accordingly, the JATC may, in its sole discretion, implement from time-to-time a Training Voucher Program to promote and support supplemental training of Employees beyond the training that can reasonably be provided locally by the JATC. Any such reimbursements and programming are solely at the discretion of the JATC Board of Trustees.

**iii. Apprenticeship.** The JATC shall have the authority to develop, administer, and supervise the apprenticeship program, selection of apprentices including direct entry, providing instruction, coordinating and monitoring on-the-job training, certification of apprentices as journeymen, developing standards, and compliance with federal and state apprenticeship regulations. The JATC also shall have the authority to settle complaints or disputes between Employers and their Apprentice Employees, however, in the case of an alleged violation of the terms of this Agreement, the process defined in Article X shall apply.



#### **E. Fringe Benefit Reserve Contribution (FBRC).**

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

- i. MCASF Local 725 Defined Benefit Pension Trust Recovery
- ii. MCASF Local 725 Health and Welfare Trust, and
- iii. ACRA Local 725 JATC Trust

This Fringe Benefit Reserve Contribution is for the purpose of improving the funding reserve and not for the purpose of improving benefits.

Each April, the Union and Association shall meet for the purpose of determining where the Fringe Benefit Reserve Contribution will be directed the following July 16. The bargaining parties shall direct the Fringe Benefit Reserve Contribution to the Define Benefit Pension Trust, Health and Welfare Trust, or JATC Trust, and this redirection of contributions shall remain in effect for a period of no more than one year and shall therefore sunset on July 15 the following year.

If, for any given allocation year, after the application of the allocation schedule in this Section, the Parties are unable to agree upon the allocation of the balance of the FBRC hourly contribution, that contribution shall be split evenly between the Pension Reserve and Health and Welfare contribution.

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

Notwithstanding the language in section 11.02 E, the parties agree that the following shall apply: In an effort to protect the long-term funding status of the MCASF Local 725 Pension Trust, the parties agree to allocate the FBRC as follows. As required by the Pension Protection Act of 2006, each year, the MCASF Local 725 Pension Trust's Enrolled Actuary shall provide the Trustees with an Annual Zone Certification Report on or before March 31 each year, which shall include the Plan's net investment return, on a market value basis for the preceding calendar year. To build up the funding reserves, the parties agree to allocate the FBRC to the Defined Benefit Pension Recovery in an amount not less than as follows:

Investment Return*	Amount	Allocated to:	FRBC Balance Allocated to:
≥ 7.01%	\$0.10	DB Pension Recovery	TBD
6.01-7.00%	\$0.20	DB Pension Recovery	TBD
5.01-6.00%	\$0.30	DB Pension Recovery	TBD
4.00-5.00%	\$0.40	DB Pension Recovery	TBD
≤ 3.99%	\$0.50	DB Pension Recovery	TBD

*\*Net investment return on a market value basis for preceding calendar year*

Notwithstanding the allocations listed in the chart above, should the Enrolled Actuary determine that the plan will be in endangered status or critical status for the three succeeding calendar years, 100% of the FBRC shall be allocated to the

Defined Benefit Pension Recovery as a preemptive corrective action to avoid the situation where the Plan enters endangered or critical status.

#### **i. Effective July 16, 2025: through July 15, 2026:**

\$.50 per hour shall be allocated to the Health and Welfare trust and \$.30 per hour shall be allocated to the Defined Benefit Pension Recovery fund.

#### **ii. Effective July 16, 2026 through July 15, 2027:**

After allocations to the Defined Benefit Pension Recovery fund based upon the chart above, not less than \$.10 per hour shall be allocated to the Health and Welfare trust.

#### **iii. Effective July 16, 2027 through July 15, 2028:**

After allocations to the Defined Benefit Pension Recovery fund based upon the chart above, not less than \$.10 per hour shall be allocated to the Health and Welfare trust.

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

**11.03 Trust Agreements and Rules.** The Employer agrees to conform with the trust agreements and the administrative rules now in effect or hereafter promulgated by the respective Trustees of the various Employee Benefit Trusts as fully as if specifically set forth herein, and the same are hereby incorporated by reference and made a part of this Agreement. Each Employer acknowledges the Union and Association as the settlors of the Employee Benefit Trusts covered by this Agreement, and that as the settlors, they have exclusive authority to appoint or remove their respective Trustees now or in the future serving on such Employee Benefit Trusts, in accordance with the Trust Documents. The trust agreements and rules shall be available for inspection during business hours by all Employers and the Union at the Service Corporation office.

The Employers subject to this Agreement shall report and issue payment to the Service Corporation or its agent all contributions required under this Agreement on a periodic basis as determined by the Trustees. If any of the trust agreements or rules is in conflict with any provisions herein, the terms of such trust agreements and rules shall govern, except that this Agreement shall control the amount of contributions due for hours worked by an Employee. Fringe benefit reports must be submitted utilizing the Service Corporation's online remittance portal and payments may only be submitted via ACH.

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

#### **11.04 Bonding, Failure to File Reports or Make Contributions, Delinquency.**

Each Employer bound by, or to which the Union refers Employees pursuant to this Agreement (whether or not bound to this Agreement including an employer required to make wage and benefit payments under the terms of a local agreement), shall provide a blanket cash bond or surety bond in an amount equal to \$2,500.00 for weekly reporting, or \$6,000.00 for monthly reporting (if monthly contributions have been approved by the Employee Benefit Trust Funds' Boards of Trustees) for each Employee on his or her payroll for whom such Employer is obligated

to pay contributions to the Employee Benefit Trusts. These bonds are to secure and guarantee the payment of sums required to be paid to each of the Employee Benefit Trust Funds, for Union check off amounts and the MCASF assessment including, without limitation, contributions and all other charges, fees and costs, including service charges, late fees, liquidated damages, auditor's fees and attorney fees which the Employer is required to pay under the provisions of this Agreement, and/or the Employee Benefit Trust Agreements. Employee counts for an Employer will be reviewed and adjustments for potential bond increases will be determined by the Service Corporation periodically.

No Employees will be provided to an Employer until the proper amount of blanket cash bond or surety bond has been received by the Service Corporation. If using a surety bond, each Employer is required to provide a continuation certificate to the Service Corporation annually not later than 30 days prior to expiration.

If a demand is made upon the bond of any Employer for payments of sums due thereunder, then Employees shall not be furnished to said Employer unless within 10 days after such demand, the bond is increased in an amount equal to such demand.

If the Employer desires additional Employees, no additional Employees will be furnished until the amount of the bond has been increased to cover the additional Employees. The cash bond or surety bond shall be irrevocable until the later of:

- A.** 90 days after written notice of termination to the Employee Benefit Trust Funds, and
- B.** Payment of all sums due to the Employee Benefit Trust Funds described above.

The Service Corporation as escrow agent under the Employee Benefit Trusts shall disburse said monies in accordance with the provisions of this Agreement. The Service Corporation shall address any disputes concerning any matter involved in this bonding section, including an action by the Employee Benefit Trust Funds or their agent to collect or enforce the amount of any bond for collection of contributions and any costs or assessments due. Nothing contained herein shall be construed to limit the liability of any Employer to the amount of the bond provided for herein, it being expressly understood and acknowledged by each Employer that the bond provided for herein is security for payment of sums required to be paid to each of the Employee Benefit Trust Funds, Union check off amounts and the MCASF Assessment and other charges and costs provided for herein, and that the Employer shall be fully liable for the full amount of such contributions and other charges provided for herein regardless of the amount of the bond.

In the event of default by any Employer in making contributions and payments, the Service Corporation may take any legal action as they, in their sole discretion, may determine, in order to effect collection of the amounts of wages or other payments which are in default. The Employer agrees to pay interest on any wages or other payments in default, late payment assessments, and liquidated damages assessed, accounting and auditor fees incurred, plus all actual collection costs, including reasonable attorney's fees. This provision is in addition to such rights as the Union may have under law for breach of this Agreement, including but not limited to, picketing and refusing to work.

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

**A.** The Employer has not made payment of fringe benefit contributions to the Employee Benefit Trust Funds during the 12 months immediately preceding such Employer's execution of this Agreement; or

**B.** The Employer constitutes a risk of collection, based upon such written criteria, as may be established by the Employee Benefit Fund Trustees, and as may be amended from time to time, by and in the sole and absolute discretion of said Boards of Trustees, then the bond required pursuant to this Article shall be increased to the sum of \$3,500.00 for each Employee on an Employer's payroll for whom such Employer is obligated to pay contributions to the Employee Benefit Trust Funds on a weekly basis, and such Employer shall remit contributions on a weekly basis, not later than five business days following the close of the pay period.

**11.06 Late Payment Assessment.** A late payment assessment fee for delinquent payments, interest, costs (including when applicable accounting and auditors' fees) and attorneys' fees shall be imposed upon an Employer, and the Employer agrees to pay, if contributions or withholdings required to be paid are not paid in full within 10 working days following the end of each calendar month which shall include each payroll period ending within the month, and within 10 working days following the end of each payroll period for weekly contributors, to the Employee Benefit Trusts to which sums are owed. This assessment shall be paid within 10 days of written notice.

- A.** An assessment of 10% of the delinquent sums if the Employer has only been late occasionally, as determined by the Employee Benefit Fund Trustees in rules adopted by them.
- B.** An Employer who is delinquent for two consecutive reporting periods (either weekly or monthly) the assessment shall be 15% of the delinquent sums.
- C.** An assessment of up to 20% of the delinquent sums if the Employer has been late chronically, as determined by the Employee Benefit Fund Trustees in rules adopted by them.

The Employee Benefit Trusts are entitled to collect any and all costs, liquidated damages, and interest provided by law for any delinquency, in addition to late payment fees but only as provided within the Trust Agreement.

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

Acceptance of any Contributions from any Employer shall not release or discharge the Employer from the obligation to contribute all monies for all hours worked under this Agreement for which no and/or incomplete contributions have actually been received without

regard to any statement, restriction or qualifications appearing on any check from any Employer. The Employee Benefit Trusts may establish procedures regarding the crediting of payments received, such as applying payments to the oldest obligation due, including previously assessed late payment fees or liquidated damages and costs.

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

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

**11.08. Employer Liability.** The Employer herein agrees that he/she shall remain liable and subject to all provisions of this Article with respect to default in the payment of wages, benefit contributions, and other payments when due in the event

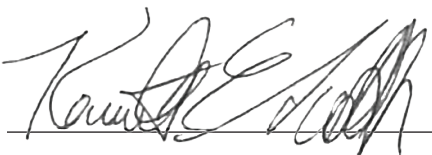
**A.** Any joint venture in which the Employer participates with one or more other Employers under a separate or different name, or

**B.** Any other party using the Employer's license in any manner.

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

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

IN WITNESS THEREOF:



**Kenneth E. Scott, Jr.**  
Business Manager  
UA Local Union 725



**Julie C. Dietrich**  
Executive Vice President  
Mechanical Contractors Association of South Florida

## EXHIBIT A: Jurisdiction.

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

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



## EXHIBIT A: Jurisdiction, continued.

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

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

### Member and local Union responsibilities.

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

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

### Employer and management responsibilities:

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

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

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

### Problem resolution through the UA Standard for Excellence Policy:

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

### Member and local Union responsibilities:

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

### Employer and management responsibilities:

- Regular meetings will be held where the management team and UA supervision will communicate with the job steward regarding job progress, work schedules, and other issues affecting the work process.
- The above information will be recorded, action plans will be formulated and the information will be passed on to the local Union Business Manager.

## EXHIBIT B: UA Standard for Excellence Policy, continued.

- Management will address concerns brought forth by the steward or UA supervision in a professional and timely manner.
- A course of action shall be established to allow the job steward and or UA supervision to communicate with higher levels of management in the event there is a breakdown with the responsible manager.
- In the event that the Employee is unwilling or unable to make the necessary changes, management must make the decision whether the Employee is detrimental to the UA Standard for Excellence platform and make a decision regarding his further employment.

### **Additional jointly supported methods of problem resolution.**

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

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

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

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

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

**3.** In all cases the contractors who are successful in securing projects outside their own geographical area must notify the Business Manager of the Local in whose jurisdiction they are members to contact the

Business Manager of the local Union in whose jurisdiction they are traveling, deposit a travel card and be dispatched by that local Union.

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

### **5. Amendments and grievances.**

- A. Should a dispute arise, either local Union may call on the other local Union for a clarification or adjustment of the matter in question.
- B. All disputes shall be resolved in a mutually acceptable manner.
- C. Should the Business Manager of the Locals in the state of Florida be unable to resolve the dispute, they will then submit the dispute to the General President of the U.A. for assistance in adjusting the grievance.
- D. This agreement may be amended or appended at any time during its term by proper notification as outlined in the adopted resolution.

# EXHIBIT D: Model Non-union Non-competition, Non-solicitation & Confidentiality Agreement.

## Section 1: Non-Competition, Non-Solicitation and Confidentiality Commitments:

As a condition of employment [or continued employment] with \_\_\_\_\_  
 [NAME OF SIGNATORY EMPLOYER]

("Employer") and for the benefit of Employer and its successors and assigns, the undersigned employee ("Employee") agrees that if he/she establishes a business as a sole proprietor, independent contractor, limited liability company or any other corporate entity, acquires an ownership interest in, or provides services to an employer ("New Employer") that is not a signatory to a labor agreement with Local 725 ("New Employment") that solicits or performs some or all of the same kind of HVAC construction, service and repair work in the same geographic market as covered by Local 725 or Employer, then the Employee agrees that on or after taking New Employment he/she will not:

- A. Confidentiality.** Share with the New Employer any Confidential Information from the Employer. "Confidential Information" includes, but is not limited to, customer lists, prospective customer information, information about customers' past, current or upcoming projects, pricing lists, pricing strategies, marketing strategies, vendor/supplier lists and prices paid to them, Employer-generated software, employee lists, prospective employee lists, compensation paid to employees, and any other non-public information of the Employer about how the Employer conducts its business, generates business, and generates its revenue and profits.
- B. Information Security.** Take, use, disclose or retain access to any Confidential Information from the Employer, including copying such information in hard copy (paper) or by any electronic means, including copying to an electronic storage device, forwarding to an e-mail account, or through any other means.
- C. Employee Non-Solicitation.** Provide any information to the New Employer about Employee's co-workers at the Employer, or directly or indirectly through the New Employer solicit or hire any employees from Employer to come to work at the New Employer for a period of one year.
- D. Customer Non-Solicitation.** Solicit or accept business for the New Employer from Customers of the Employer, for a period of one year. "Customers" mean any customer of Employer within the past two years and any prospective customer being actively solicited by the Employer at the time of the Employee's departure from the Employer's employment.
- E. Vendor/Supplier Non-Solicitation.** Solicit or accept business for the New Employer from vendors and suppliers of Employer for a period of one year. "Vendors and suppliers" mean any vendors and suppliers of Employer within the past two years and any prospective vendors and suppliers being actively solicited by the Employer at the time of the Employee's departure from the Employer's employment.

**Section 2: General.** Employee acknowledges that in the course of employment with Employer, Employee will receive confidential information and information about customer relationships. Employee acknowledges that he/she has the right to seek legal counsel and has been provided at least seven days to review this agreement before execution.

**Section 3: Governing Law.** The law of the State of Florida shall govern all questions concerning the construction, validity, interpretation and enforceability of this Agreement and the performance of the obligations imposed by this Agreement, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Florida.

Agreed to and signed on \_\_\_\_\_  
 Date

\_\_\_\_\_  
**Authorized Company Representative**  
 (Sign)

\_\_\_\_\_  
**Employee**  
 (Sign)

\_\_\_\_\_  
**Authorized Company Representative**  
 Name & Title (Print)

\_\_\_\_\_  
**Employee Name**  
 (Print)



# MCASF Local Union 725 Collective Bargaining Agreement

## EXHIBIT E: Wage & Benefit Schedule.

Effective date: August 22, 2025												
JOURNEYMEN	BUILDING TRADES JOURNEYMEN								NSMA / DIVISION JOURNEYMEN & MAT			
		General Foreman	Foreman	R5	R1	R2	R3	R4	MESJ	MES2	MES3	MAT
Wage, as a percentage of R1		125%	115%	100%+\$2		80%	65%	55%	100%	50%	50%	35%
<b>Taxable wage rate</b>		<b>\$57.35</b>	<b>\$52.76</b>	<b>\$47.88</b>	<b>\$45.88</b>	<b>\$36.70</b>	<b>\$29.82</b>	<b>\$25.23</b>	<b>\$45.88</b>	<b>\$22.94</b>	<b>\$22.94</b>	<b>\$16.06</b>
Health & Welfare		\$8.55	\$8.55	\$8.55	\$8.55	\$8.55	\$8.30	\$8.30	\$8.55	\$8.55	\$8.30	\$5.35
FBRC		\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	n/a
Pension		\$5.00	\$5.00	\$5.00	\$5.00	\$4.75	\$4.25	n/a	\$5.00	\$4.75	\$4.25	\$1.80
Pension Recovery		\$0.70	\$0.70	\$0.70	\$0.70	\$0.70	\$0.70	n/a	\$0.70	\$0.70	\$0.70	n/a
DC (401a) Plan		\$1.00	\$1.00	\$1.00	\$1.00	\$0.90	\$0.80	\$1.00	\$1.00	\$0.90	\$0.80	n/a
JATC (Training)		\$1.05	\$1.05	\$1.05	\$1.05	\$1.05	\$1.05	\$1.05	\$1.05	\$1.05	\$1.05	\$1.05
International Training		\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
<b>Total employee fringes</b>		<b>\$17.20</b>	<b>\$17.20</b>	<b>\$17.20</b>	<b>\$17.20</b>	<b>\$16.85</b>	<b>\$16.00</b>	<b>\$11.25</b>	<b>\$17.20</b>	<b>\$16.85</b>	<b>\$16.00</b>	<b>\$8.30</b>
<b>Total employee package</b>		<b>\$74.55</b>	<b>\$69.96</b>	<b>\$65.08</b>	<b>\$63.08</b>	<b>\$53.55</b>	<b>\$45.82</b>	<b>\$36.48</b>	<b>\$63.08</b>	<b>\$39.79</b>	<b>\$38.94</b>	<b>\$24.36</b>

### Non-fringe benefit contributions:

LU725 assessment (wage deduction)		2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr
MCASF assessment (employer pays)		\$0.54	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54

APPRENTICES & HELPERS	PRE-APPRENTICES		1ST YEAR		2ND YEAR		3RD YEAR		4TH YEAR		5TH YEAR	
	PA	PAA	A-1		A-2		A-3		A-4		A-5, A-5H	
Wage, as a percentage of R1	35%	45%	45%		50%		60%		65%		75%	
Premium pay for license holders:				with license + \$2.00		with license + \$2.00		with license + \$2.00		with license + \$2.00		with license + \$2.00
Tablet / textbook wage deduction		minus \$.15	minus \$.15	minus \$.15	minus \$.15	minus \$.15	minus \$.15	minus \$.15	minus \$.15	minus \$.15	minus \$.15	minus \$.15
<b>Taxable wage rate</b>	<b>\$16.06</b>	<b>\$20.50</b>	<b>\$20.50</b>	<b>\$22.50</b>	<b>\$22.79</b>	<b>\$24.79</b>	<b>\$27.38</b>	<b>\$29.38</b>	<b>\$29.67</b>	<b>\$31.67</b>	<b>\$34.26</b>	<b>\$36.26</b>
Health & Welfare	n/a	n/a	n/a	n/a	\$6.15	\$6.15	\$6.15	\$6.15	\$6.15	\$6.15	\$6.15	\$6.15
FBRC	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Pension	n/a	n/a	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35	\$2.55	\$2.55	\$2.60	\$2.60
Pension Recovery	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$0.50	\$0.50	\$0.50	\$0.50
DC (401a) Plan	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$0.69	\$0.69	\$0.80	\$0.80
JATC (Training) total	\$1.05	\$1.05	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25
International Training	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
<b>Total employee fringes</b>	<b>\$1.15</b>	<b>\$1.15</b>	<b>\$1.70</b>	<b>\$1.70</b>	<b>\$7.85</b>	<b>\$7.85</b>	<b>\$7.85</b>	<b>\$7.85</b>	<b>\$11.24</b>	<b>\$11.24</b>	<b>\$11.40</b>	<b>\$11.40</b>
<b>Total employee package</b>	<b>\$17.21</b>	<b>\$21.65</b>	<b>\$22.20</b>	<b>\$24.20</b>	<b>\$30.64</b>	<b>\$32.64</b>	<b>\$35.23</b>	<b>\$37.23</b>	<b>\$40.91</b>	<b>\$42.91</b>	<b>\$45.66</b>	<b>\$47.66</b>

### Non-fringe benefit contributions:

LU725 assessment (wage deduction)	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr
MCASF assessment (employer pays)	n/a	n/a	n/a	n/a	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54

### All Classifications:

The following fringes shall be paid on hours paid: H&W, FBRC, Pension, Pension Recovery, DC. Contributions paid on overtime hours shall be computed on the same basis as wages.

The following contributions shall be paid on hours worked: JATC, International Training Fund, MCASF assessment.

### Apprentices:

Add \$0.50 per hour premium pay for apprentices who hold a certificate approved by the JATC.

Proof of certificate must be provided by ARPEC to an apprentice's current employer upon effective date, or by LU725 when a new employer requests a referral.

Apprenticeship Years 1, 2, 3, 4, 5: JATC \$.20 contribution comprised of:

\$.10 JATC contribution for textbooks, funded by \$.10 apprentice wage deduction.

\$.10 JATC contribution for tablet computers, funded by:

\$.05 apprentice wage deduction

\$.05 paid by Employer

### Official approved schedule

Approved: 8/22/2025

K. SCOTT  
J. DIETRICH

# MCASF Local Union 725 Collective Bargaining Agreement

## EXHIBIT E: Wage & Benefit Schedule.

Effective date: July 16, 2026												
JOURNEYMEN	BUILDING TRADES JOURNEYMEN								NSMA / DIVISION JOURNEYMEN & MAT			
		General Foreman	Foreman	R5	R1	R2	R3	R4	MESJ	MES2	MES3	MAT
Wage, as a percentage of R1		125%	115%	100%+\$2		80%	65%	55%	100%	50%	50%	35%
Taxable wage rate		\$60.16	\$55.35	\$50.13	\$48.13	\$38.50	\$31.28	\$26.47	\$48.13	\$24.07	\$24.07	\$16.85
Health & Welfare		\$8.75	\$8.75	\$8.75	\$8.75	\$8.75	\$8.50	\$8.50	\$8.75	\$8.75	\$8.50	\$5.55
FBRC		\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	n/a
Pension		\$5.10	\$5.10	\$5.10	\$5.10	\$4.85	\$4.35	n/a	\$5.10	\$4.85	\$4.35	\$1.90
Pension Recovery		\$0.85	\$0.85	\$0.85	\$0.85	\$0.85	\$0.85	n/a	\$0.85	\$0.85	\$0.85	n/a
DC (401a) Plan		\$1.00	\$1.00	\$1.00	\$1.00	\$0.90	\$0.80	\$1.00	\$1.00	\$0.90	\$0.80	n/a
JATC (Training)		\$1.10	\$1.10	\$1.10	\$1.10	\$1.10	\$1.10	\$1.10	\$1.10	\$1.10	\$1.10	\$1.10
International Training		\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
Total employee fringes		\$17.70	\$17.70	\$17.70	\$17.70	\$17.35	\$16.50	\$11.50	\$17.70	\$17.35	\$16.50	\$8.65
Total employee package		\$77.86	\$73.05	\$67.83	\$65.83	\$55.85	\$47.78	\$37.97	\$65.83	\$41.42	\$40.57	\$25.50

### Non-fringe benefit contributions:

LU725 assessment (wage deduction)	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr
MCASF assessment (employer pays)	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54

APPRENTICES & HELPERS	PRE-APPRENTICES		1ST YEAR		2ND YEAR		3RD YEAR		4TH YEAR		5TH YEAR	
	PA	PAA	A-1		A-2		A-3		A-4		A-5, A-5H	
Wage, as a percentage of R1	35%	45%	45%		50%		60%		65%		75%	
Premium pay for license holders:			with license + \$2.00		with license + \$2.00		with license + \$2.00		with license + \$2.00		with license + \$2.00	
Tablet / textbook wage deduction	minus \$.15	minus \$.15	minus \$.15	minus \$.15	minus \$.15	minus \$.15	minus \$.15	minus \$.15	minus \$.15	minus \$.15	minus \$.15	minus \$.15
<b>Taxable wage rate</b>	<b>\$16.85</b>	<b>\$21.51</b>	<b>\$21.51</b>	<b>\$23.51</b>	<b>\$23.92</b>	<b>\$25.92</b>	<b>\$28.73</b>	<b>\$30.73</b>	<b>\$31.13</b>	<b>\$33.13</b>	<b>\$35.95</b>	<b>\$37.95</b>
Health & Welfare	n/a	n/a	n/a	n/a	\$6.15	\$6.15	\$6.15	\$6.15	\$6.15	\$6.15	\$6.15	\$6.15
FBRC	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Pension	n/a	n/a	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35	\$2.55	\$2.55	\$2.60	\$2.60
Pension Recovery	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$0.50	\$0.50	\$0.50	\$0.50
DC (401a) Plan	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$0.69	\$0.69	\$0.80	\$0.80
JATC (Training) total	\$1.10	\$1.10	\$1.30	\$1.30	\$1.30	\$1.30	\$1.30	\$1.30	\$1.30	\$1.30	\$1.30	\$1.30
International Training	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
<b>Total employee fringes</b>	<b>\$1.20</b>	<b>\$1.20</b>	<b>\$1.75</b>	<b>\$1.75</b>	<b>\$7.90</b>	<b>\$7.90</b>	<b>\$7.90</b>	<b>\$7.90</b>	<b>\$11.29</b>	<b>\$11.29</b>	<b>\$11.45</b>	<b>\$11.45</b>
<b>Total employee package</b>	<b>\$18.05</b>	<b>\$22.71</b>	<b>\$23.26</b>	<b>\$25.26</b>	<b>\$31.82</b>	<b>\$33.82</b>	<b>\$36.63</b>	<b>\$38.63</b>	<b>\$42.42</b>	<b>\$44.42</b>	<b>\$47.40</b>	<b>\$49.40</b>

### Non-fringe benefit contributions:

LU725 assessment (wage deduction)	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr
MCASF assessment (employer pays)	n/a	n/a	n/a	n/a	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54

### All Classifications:

The following fringes shall be paid on hours paid: H&W, FBRC, Pension, Pension Recovery, DC. Contributions paid on overtime hours shall be computed on the same basis as wages.

The following contributions shall be paid on hours worked: JATC, International Training Fund, MCASF assessment.

### Apprentices:

Add \$0.50 per hour premium pay for apprentices who hold a certificate approved by the JATC.

Proof of certificate must be provided by ARPEC to an apprentice's current employer upon effective date, or by LU725 when a new employer requests a referral.

Apprenticeship Years 1, 2, 3, 4, 5: JATC \$20 contribution comprised of:

\$10 JATC contribution for textbooks, funded by \$.10 apprentice wage deduction.

\$10 JATC contribution for tablet computers, funded by:

\$0.50 apprentice wage deduction

\$0.50 paid by Employer

Official approved schedule

Approved: 8/22/2025

K. SCOTT  
K.S.

J. DIETRICH  
J

# MCASF Local Union 725 Collective Bargaining Agreement

## EXHIBIT E: Wage & Benefit Schedule.

Effective date: July 16, 2027												
JOURNEYMEN	BUILDING TRADES JOURNEYMEN								NSMA / DIVISION JOURNEYMEN & MAT			
		General Foreman	Foreman	R5	R1	R2	R3	R4	MESJ	MES2	MES3	MAT
Wage, as a percentage of RI		125%	115%	100%+\$2		80%	65%	55%	100%	50%	50%	35%
Taxable wage rate		\$62.98	\$57.94	\$52.38	\$50.38	\$40.30	\$32.75	\$27.71	\$50.38	\$25.19	\$25.19	\$17.63
Health & Welfare		\$8.95	\$8.95	\$8.95	\$8.95	\$8.95	\$8.70	\$8.70	\$8.95	\$8.95	\$8.70	\$5.75
FBRC		\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	n/a
Pension		\$5.20	\$5.20	\$5.20	\$5.20	\$4.95	\$4.45	n/a	\$5.20	\$4.95	\$4.45	\$2.00
Pension Recovery		\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	n/a	\$1.00	\$1.00	\$1.00	n/a
DC (401a) Plan		\$1.00	\$1.00	\$1.00	\$1.00	\$0.90	\$0.80	\$1.00	\$1.00	\$0.90	\$0.80	n/a
JATC (Training)		\$1.15	\$1.15	\$1.15	\$1.15	\$1.15	\$1.15	\$1.15	\$1.15	\$1.15	\$1.15	\$1.15
International Training		\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
Total employee fringes		\$18.20	\$18.20	\$18.20	\$18.20	\$17.85	\$17.00	\$11.75	\$18.20	\$17.85	\$17.00	\$9.00
Total employee package		\$81.18	\$76.14	\$70.58	\$68.58	\$58.15	\$49.75	\$39.46	\$68.58	\$43.04	\$42.19	\$26.63

### Non-fringe benefit contributions:

LU725 assessment (wage deduction)	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr
MCASF assessment (employer pays)	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54

APPRENTICES & HELPERS	PRE-APPRENTICES		1ST YEAR		2ND YEAR		3RD YEAR		4TH YEAR		5TH YEAR	
	PA	PAA	A-1		A-2		A-3		A-4		A-5, A-5H	
Wage, as a percentage of RI	35%	45%	45%		50%		60%		65%		75%	
Premium pay for license holders:				with license + \$2.00		with license + \$2.00		with license + \$2.00		with license + \$2.00		with license + \$2.00
Tablet / textbook wage deduction		minus \$.15	minus \$.15	minus \$.15	minus \$.15	minus \$.15	minus \$.15	minus \$.15	minus \$.15	minus \$.15	minus \$.15	minus \$.15
<b>Taxable wage rate</b>	<b>\$17.63</b>	<b>\$22.52</b>	<b>\$22.52</b>	<b>\$24.52</b>	<b>\$25.04</b>	<b>\$27.04</b>	<b>\$30.08</b>	<b>\$32.08</b>	<b>\$32.60</b>	<b>\$34.60</b>	<b>\$37.64</b>	<b>\$39.64</b>
Health & Welfare	n/a	n/a	n/a	n/a	\$6.15	\$6.15	\$6.15	\$6.15	\$6.15	\$6.15	\$6.15	\$6.15
FBRC	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Pension	n/a	n/a	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35	\$2.55	\$2.55	\$2.60	\$2.60
Pension Recovery	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$0.50	\$0.50	\$0.50	\$0.50
DC (401a) Plan	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$0.69	\$0.69	\$0.80	\$0.80
JATC (Training) total	\$1.15	\$1.15	\$1.35	\$1.35	\$1.35	\$1.35	\$1.35	\$1.35	\$1.35	\$1.35	\$1.35	\$1.35
International Training	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
<b>Total employee fringes</b>	<b>\$1.25</b>	<b>\$1.25</b>	<b>\$1.80</b>	<b>\$1.80</b>	<b>\$7.95</b>	<b>\$7.95</b>	<b>\$7.95</b>	<b>\$7.95</b>	<b>\$11.34</b>	<b>\$11.34</b>	<b>\$11.50</b>	<b>\$11.50</b>
<b>Total employee package</b>	<b>\$18.88</b>	<b>\$23.77</b>	<b>\$24.32</b>	<b>\$26.32</b>	<b>\$32.99</b>	<b>\$34.99</b>	<b>\$38.03</b>	<b>\$40.03</b>	<b>\$43.94</b>	<b>\$45.94</b>	<b>\$49.14</b>	<b>\$51.14</b>

### Non-fringe benefit contributions:

LU725 assessment (wage deduction)	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr
MCASF assessment (employer pays)	n/a	n/a	n/a	n/a	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54

### All Classifications:

The following fringes shall be paid on hours paid: H&W, FBRC, Pension, Pension Recovery, DC. Contributions paid on overtime hours shall be computed on the same basis as wages.

The following contributions shall be paid on hours worked: JATC, International Training Fund, MCASF assessment.

Official approved schedule	
Approved: 8/22/2025	
K. SCOTT	J. DIETRICH
<i>K.S.</i>	<i>J.D.</i>

### Apprentices:

Add \$0.50 per hour premium pay for apprentices who hold a certificate approved by the JATC.

Proof of certificate must be provided by ARPEC to an apprentice's current employer upon effective date, or by LU725 when a new employer requests a referral.

Apprenticeship Years 1, 2, 3, 4, 5: JATC \$.20 contribution comprised of:

\$ .10 JATC contribution for textbooks, funded by \$.10 apprentice wage deduction.

\$ .10 JATC contribution for tablet computers, funded by:

\$ .05 apprentice wage deduction

\$ .05 paid by Employer

## INDEX

- Absenteeism UA Standard for Excellence Exhibit B
- Accredited training (CEU) 4.03A
- Anti-noise laws 7.09
- Apprentices 6.03
  - Certification Program 6.03D
  - Definition 6.03, Exhibit E
  - Journeyman license 6.03C
  - Held in classification as A5H 6.03Ci
  - Ratios 6.03A
  - Selection and Supervision by JATC 11.02D
  - Textbooks / tablet computers 6.03F
  - Wages / Journeyman wage reallocation 6.03B
  - Wage deductions 6.03F
- Airconditioning, Refrigeration, Pipefitting Ed. Center (ARPEC) 11.02D
- Assessments
  - Union check off 5.01, 11.04, Exhibit E
  - Association dues 2.08, 5.02, 11.04, Exhibit E
- Association (see also MCASF,ACRHP) 1.02, 5.02 and intro
- Bargaining parties 1.02-.03 and intro
- Bargaining representation
  - For employees (Union) 1.03
  - For employers (Association) 1.02
- Bargaining Unit Work / Covered Work / Scope of work 1.07
- Benefit Services 11.01C
- Bonding 11.04-05
- Breach of Agreement 2.02, 11.04
- Business entities (employer) 1.05, 1.06
- Business owners who are Union members (Owner Operator) 8.04
- Bylaws (Union and Association) 2.02
- Cell phone usage, personal UA Standard for Excellence Exhibit B
- Changing an Employee classification 4.01
- Company vehicles 7.10E
- Conflicts with state or federal laws 2.03
- Continuing education requirement (Journeyman) 4.03
  - Accredited training 4.03A
  - Employer selection 4.03Avi
  - Out of work list notation 4.03ii
  - Recordkeeping 4.03Bi
  - Satisfaction of requirement 4.03C
  - Withholding raise 4.03C
- Contractors who are Union members: Obligations 8.04
- Deficiency (Journeyman Rehabilitation Program) 7.14A
- Defined Contribution Trust fund 11.01, 11.02C
- Delinquency 11.04-08
- Demerit Period 7.14D
- Direct deposit 7.04
- Discrimination, policy against 2.01
- Documenting terminations 7.02
- Drug abuse 7.13, UA Standard for Excellence, Exhibit B
- Duration of agreement 1.01
- Elective contributions: Defined Contribution Trust Fund 11.02C
- Emergency shutdown 7.03 I
- Employee
  - After normal retirement age 4.04
  - CEU Requirement 4.03
  - Changes in classification 4.01
  - Definition 1.04
  - Drivers license 7.10F
  - Identification exams 7.08
  - Journeyman license and credentials 6.03C
  - Obligations (see UA Standard for Excellence) Exhibit B
  - Representation in grievance Article X
- Employee Benefit Trust Funds:
  - ACRA LU725 Joint Apprenticeship Training Trust 11.01-11.02D
  - Audit 1.05, 1.06, 10.06, 11.02, 11.04, 11.06
  - Benefit Services 11.01C
  - Bonding 11.04-05
  - Bonding, increased workforce 11.04
  - Breach of Agreement 2.02, 11.04
  - Contributions 11.02
  - Delinquency 11.04-08
  - Funding deficiency 11.10
  - MCASF LU725 Defined Contribution Trust 11.01-11.02C
  - MCASF LU725 Health & Welfare Trust Fund 11.01-11.02A
  - MCASF LU725 Pension Trust Fund 11.01-11.02B
  - Removal of employees 11.07
- Employer
  - Authority 8.03
  - Branch offices 1.05, 1.07
  - Definition 1.05
  - Insurance (workers compensation coverage) 8.05
  - Licensure requirement 1.05
  - New employers 1.05
  - Notification of change in ownership 11.01G
  - Owner Operators 8.04
  - Related business entities 1.05D
  - Representation 1.02
  - Representation in grievance Article X
  - Restrictions 8.02
  - Rights 8.01
  - Working with tools 8.04
- Employment after normal retirement age 4.04
- Expense reimbursement 7.11A
- Failure to pay or report contributions 11.06-07
- Favored nations 2.08
- Fire extinguisher 7.12B
- First aid kit 7.12B
- Florida Pipe Trades Council Freedom of Movement Exhibit C
- Foreman 6.02, Exhibit E
- Fringe benefit contributions:
  - Contribution payments 11.01D
  - Education contribution 4.05C, 11.02
  - Overtime hours 4.05A, 11.01
  - Owners self-reporting fringes 8.05
  - Employer liability 11.08
  - No fringes on travel time 7.10D
  - Payment of 4.05, 11.01-02
  - Pre-apprentices 4.05B
  - Reallocation from wages to fringes 11.01E
  - Removal of employees 11.07
  - Stand by hours 7.03D
  - Travel time 7.10E
- Fringe Benefit Reserve Contribution (FBRC) 4.05, 11.01-02, Exhibit E
- Funding deficiency (Employee Benefit Trust Funds) 11.10
- General foreman 6.02B, Exhibit E
- Grievance and arbitration procedure Article X
- Health and Welfare Trust Fund 11.01-11.02A
- Hiring procedures 7.01
  - Licensing and credentials 7.01F
  - No employee poaching 7.01C
  - Referrals 7.01
- Holidays 7.03C
- Incomplete work day 7.03H
- Industrial wage / scale 6.01, Exhibit E,
- International Training Fund (UA/MSCA) 4.05A, Exhibit E
- Jobsite access 3.05



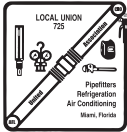
Joint Apprenticeship Training Committee (JATC) 11.01-02  
 Journeyman: 4.02, 6.01, Exhibit E  
 Journeyman Rehabilitation Program 7.14  
 Jurisdiction Article 3, Exhibit A  
     Work outside of the Agreement's Geographic jurisdiction 3.01B  
     Work in other UA locals; Geographic jurisdiction 7.01B  
 Labor Management Committee 2.06  
 Legal compliance 2.03  
 Length of agreement 1.01  
 Licensing and credentials 7.01F  
 Lockout 9.01  
 Maintenance Tradesman 7.01D, Exhibit E, (also refer to NSMA)  
 Make up day (Saturday) 7.03Bi  
 Mechanical Contractors Association of South Florida (MCASF) 1.02  
 MCASF Association dues 2.08, 5.02, Exhibit E  
 MCASF LU725 Service Corporation 11.01C  
 MES, MESJ, MES2, MES3, 7.01D, Exhibit E (also refer to NSMA)  
 Mileage reimbursement 7.11B  
 Minority Business Enterprise 1.06B  
 Moonlighting 7.05  
 National Service & Maintenance Agreement  
     (NSMA) 1.07, 7.01D, Exhibit E  
     MES, MESJ 7.01D, Exhibit E  
     Maintenance Tradesman 7.01D, Exhibit E,  
 New employers 1.05A  
 Non-compete / Non-solicit (Non-Union) 8.06, Exhibit D  
 Normal retirement: Age 65 4.04  
 Notification of sale / transfer of ownership 11.01G  
 Obtaining employees from outside the Union 7.01G  
 Opening the agreement 2.02F, 2.05  
 OSHA regulations 7.12A  
 Overtime  
     Defined 7.03B  
     Fringe benefit contributions 4.05A  
     Make up day (Saturday) 7.03Bi  
 Owner Operator 8.04  
 Parking and transport time 7.03J  
 Payment of fringes 4.05  
 Payroll service providers / Temporary help entites 1.05E  
 Pension Trust Fund 11.01-11.02B  
 Payment upon termination 7.04  
 Pre-apprentices 6.04  
     Employment 6.04A  
     Pre-apprentice in Admissions (PAA) 6.04C  
     Prerequisite for employers 1.05A  
 Project agreements 2.09  
 Rain out (construction) 7.03Hii  
 Reallocation of wages to fringe benefit contributions 11.01E  
 Referrals 7.01  
     Referral form 7.01D  
 Regular work hours 7.03A  
 Reimbursement  
     Expenses 7.11A  
     Mileage 7.11B  
     Tolls 7.11C  
 Removal of employees 11.07  
 Renewal of Agreement 2.05  
 Requirement to sign Agreement 1.05  
 Safety  
     Equipment 7.12  
     Regulations 7.12  
     Safe driving record 7.10F  
 Savings and severability clause 2.04  
 Scope of work / bargaining unit work / covered work 1.07  
 Scope of Agreement 2.02  
 Service Corporation (MCASF LU725) 11.01C  
 Service work 7.03E  
     Defined 1.07, 7.03E  
     Standby 7.03D, 7.03F  
     Start up 7.03F  
     Third-party commissioning 7.03E  
     Temporary systems 7.03E  
     Test and balance 7.03F  
 Shift work 7.03K  
 Shop Steward 7.07  
 Show up time 7.03H  
 Signing agreement (requirement for employers) 1.05  
 Solicitation of jobs forbidden 7.01C  
 Special opening the agreement 2.02F  
 Standard for Excellence Policy, UA 2.11, Exhibit B  
 Standby (service) 7.03D  
     Fringe benefit contributions) 7.03Dii  
     Payment of hours worked 7.03Diii  
     Schedule 7.03Di  
     Standby pay 7.03Dii  
     Travel Time on standby 7.03Div  
 Strike, slowdown 9.01  
 Subcontracting 1.05, 1.06  
 Subcontracting violations 1.06C  
 Substance abuse policy 7.13, UA Standard for Excellence, Exhibit B  
 Supervision 6.02  
 Surrendered drivers license 7.10E  
 Tardiness UA Standard for Excellence, Exhibit B  
 Temporary help entites / payroll service providers 1.05E  
 Termination 7.02  
 Termination, final paycheck 7.04  
 Territorial jurisdiction 1.05D, Article 3, 7.01B  
 Test and balance / start up 7.03F  
 Toll reimbursement 7.11C  
 Tools 7.06  
     Employee provided  
     Employer provided  
     Documentation  
     Damaged tools  
 Transport time 7.03J  
 Travel Time  
     Payment of wages 7.10  
     Fringe benefits note required 7.10D  
     Reasonable commuting time 7.10A, B  
 UA national agreements 2.10  
 UA Standard for Excellence Policy 2.11, Exhibit B  
 Unauthorized work stoppage 9.02, 9.03  
 Union agents 1.08  
 Union assessment 2.08, 5.01  
 Union member Contractors 8.04  
 Union mergers 2.07  
 United Association Local 725 (LU725, Union) 1.03 and intro  
 Vehicle use (employee) 7.06  
 VIP (UA) Program 6.03E  
 Wages and benefits 4.06 and Exhibit E  
     Agreement to distribute only official signed schedules 2.02C  
     Schedule, Exhibit E  
 Weather (work interruption due to) 7.03H  
 Work hours, Construction 7.03B  
 Work hours, Service 7.03A  
 Work stoppage 3.04, 9.01  
 Workplace ethics UA Standard for Excellence, Exhibit B

# MCASF Local Union 725 Collective Bargaining Agreement

## Letter of Assent

A new Employer only becomes subject to the terms of the Collective Bargaining Agreement, negotiated between United Association Local Union 725 and the Mechanical Contractors Association of South Florida, upon the complete execution of this Letter of Assent by the Union.

### Parties to this Agreement:



**United Association Air Conditioning and Refrigeration Pipefitters Local Union 725**



**Mechanical Contractors Association of South Florida**

\_\_\_\_\_  
Name & Title of Union representative (Print)

Julie C. Dietrich  
Executive Vice President  
MCASF  
160 W Camino Real #132  
Boca Raton, FL 33432

\_\_\_\_\_  
Signature of authorized Union representative      Date

Phone: 305.290.3970  
Email: j.dietrich@mcasf.org  
Website: www.mcasf.org

### MCASF Member Employer acceptance:

The undersigned Employer hereby agrees to be bound by all of the terms and conditions of the Collective Bargaining Agreement entered into by the Parties. The undersigned Employer hereby designates the Mechanical Contractors Association of South Florida as its exclusive collective bargaining agent for purposes of negotiating and administering the Collective Bargaining Agreement. The Employer agrees to be bound by all actions taken by the Association concerning negotiations and the Association's actions in administering the Collective Bargaining Agreement on behalf of the Employer. This assignment of bargaining rights may only be revoked in accordance with the terms of the Collective Bargaining Agreement.

\_\_\_\_\_  
Registered legal name

\_\_\_\_\_  
Tax Identification Number

\_\_\_\_\_  
Registered DBA

\_\_\_\_\_  
Contractor license number

\_\_\_\_\_  
Company phone number

\_\_\_\_\_  
Corporate structure (C-Corp, S-Corp or LLC)

\_\_\_\_\_  
Street address

\_\_\_\_\_  
Website

\_\_\_\_\_  
City, State, and Zip Code

### Authorized Employer Representative:

\_\_\_\_\_  
Representative's cell phone number

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Representative's company email address

\_\_\_\_\_  
Name and title (print)

\_\_\_\_\_  
Date



