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Mechanical Allied Crafts ~ MAC
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Mechanical Allied Crafts No Work Disruption Warranty

The member Unions of the Mechanical Allied Crafts (MAC) provide the following warranty to any owner/contractor that designates a project as a MAC project.

1. For the duration of the MAC project, the MAC Unions warrant that there shall be no strikes, sympathy strikes, picketing, work stoppages, slow downs, interference with the work or other disruptive activity for any reason by the MAC Unions, their applicable Local Unions or by any employee.

2. The MAC Unions and their applicable Local Unions shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Owner's project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this warranty. Any employee who participates in or encourages any activities which interfere with the normal operation of a MAC project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same MAC project for a period of not less than ninety (90) days.

3. Neither the MAC Unions nor their applicable Local Unions shall be liable for acts of employees for which they have no responsibility. The International Union General President(s) will immediately instruct, order and use the best efforts of his office to cause the Local Union(s) to cease any violations of this warranty. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union. The principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his office to cause the employees the Local Union represents to cease any violations of this warranty. A Local Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of an owner/contractor to exercise its rights in any instance shall not be deemed a waiver of its rights in any other instance.

4. (a) The MAC Unions warrant that if any union or any other persons, whether a part of MAC or otherwise, engage in any picketing or work stoppage, the MAC Unions shall consider such work stoppage or picketing to be illegal, and refuse to honor such picket line or work stoppage.

(b) In the event of any work stoppage, strike, sympathy strike, picketing, interference with the work or other disruptive activity by a MAC Union or MAC Local Union in violation of this warranty, the owner/contractor may suspend all or any portion of the project work affected by such activity at the owner/contractor's discretion and without penalty.

5. There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, interference with the work or other disruptive activity affecting the project site for the duration of the MAC project. Any MAC Union or MAC Local Union which initiates or participates in a work stoppage in violation of this warranty, or which recognizes or supports the work stoppage of another union which is in violation of this warranty, agrees as a remedy for said violation, to pay liquidated damages in accordance with the following:

(a) In lieu of, or in addition to, any other action at law or equity, any contractor/owner may institute the following procedure when a breach of this warranty is alleged, after the MAC Union(s) and MAC Local Union(s) have been notified of the fact.

(b) The owner/contractor invoking this procedure shall notify Thomas Pagan, the permanent Arbitrator under this procedure and the President of the Local MAC Council. In the event that the permanent Arbitrator is unavailable at any time, he shall appoint his alternate. Notice to the Arbitrator shall be by the most expeditious means available, with notice by electronic means or any other effective written means, to the involved MAC International Union President(s) and MAC Local Union(s).

(c) Upon receipt of said notice the Arbitrator shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists.

(d) The Arbitrator shall notify the parties by electronic means or any other effective written means, of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.

(e) The sole issue at the hearing shall be whether or not a violation of this warranty has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this warranty, and such Award shall be served on all parties by hand or electronic means upon issuance.


(f) Such Award may be enforced by any court of competent jurisdiction upon the filing of this warranty and all other relevant documents in the following manner. Electronic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award, all parties waive the right to a hearing and agree that such proceedings may be *ex parte*. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand, electronically or by delivery to their last known address by registered or overnight mail.

(g) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties to whom they accrue.

(h) The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party. To ensure prompt payment, MAC will pay the Arbitrator directly but the responsibility to pay the fees and expenses will remain the responsibility of the applicable MAC Local Union(s) and/or contractor, which will reimburse MAC within ten days of receipt of the request for reimbursement.

(i) If the Arbitrator determines that a violation has occurred, the party or parties found to be in violation shall pay as liquidated damages \$50,000 for each shift on which the craft has not returned to work. The Arbitrator shall determine whether the specified damages shall be paid to the owner or affected contractor. The Arbitrator shall retain jurisdiction to determine compliance.

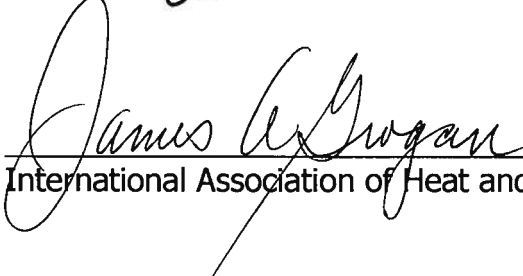
Signed this 9th day of January 2007




United Association of Plumbers, Pipefitters & Sprinklerfitters




International Association of Sheet Metal Workers



International Association of Heat and Frost Insulators & Asbestos Workers


International Brotherhood of Electrical Workers


International Association of Bridge, Structural, Ornamental & Reinforcing Iron Workers


International Union of Elevator Constructors

Agreed to and accepted by: _____ for the
(Name of Owner/Contractor)

_____ project this
(Name of MAC project)

_____ day of _____, 20__.

Signature of Owner/Contractor