

## Final Proposal for Local 636

### Increase Journeyman Package by:

\$1.85 effective upon ratification by the Union. The Union agrees to allocate 5¢ for the International Training Fund and 10¢ is allocated to the P. I. E. T. F. pursuant to proposal 3 under the Market Retainage/Recovery Issue below.

\$ 1.90 effective the first full payroll period on or after June 1, 2009.

\$ 1.95 effective the first full payroll period on or after June 1, 2010.

### Apprentice Package:

- All Apprentice categories receive 5¢ which is to be allocated to the International Training Fund.
- To correct our past problems placing new Apprentice classes quickly, the non-taxable fringes for 1<sup>st</sup> and 2<sup>nd</sup> Period Apprentices shall be decreased to consist of \$2.00 for the Insurance, \$1.00 for the Defined Benefit, 80¢ for the Defined Contribution, 18¢ for the Piping Education Council and 10¢ for the International Training Fund for a total non-taxable fringe package of \$4.08. This change will in no way negatively impact the individual Apprentice.
- As a training incentive, each Apprentice shall receive a \$1.00/hour increase above the Apprentice Period Wage Rate for each of the following Welding Certifications which are passed: UA-21, UA-22, UA-41 and UA-1
- 3<sup>rd</sup> – 10<sup>th</sup> Period Apprentice Insurance rates shall be adjusted June 1 of each year of this agreement to reflect the actual cost of the program.

### MES Package:

MES II – Upon completion of 120 hours of training = MES I + \$1.00

MES III – Upon completion of UA STAR Exam = MES I + \$2.00.

MES & MET will receive 5¢ for the International Training Fund.

## **MARKET RETAINAGE/RECOVERY ISSUE**

### 1) **Re-Write Paragraph 15 as follows:**

15. The Vacation and Holiday contribution is doubled for all overtime hours worked and shall be paid directly to the Employee in the Employees' regular paycheck. An Employee may, upon hire and every December 1 and June 1 thereafter, request an Employer provide a separate weekly Vacation and Holiday payment. Employers will commence separate weekly Vacation and Holiday payments within three (3) weeks of notification by Employee. If the Employee requests, the Employer shall make weekly Vacation and Holiday payments. The Employer may make these on a separate check or to a designated account. In instances where the Employer's accounting system does not

- permit this, the Employer may make a fixed weekly Vacation and Holiday payment, the amount of which is determined by the Employee when requesting a separate payment. If Employee approves, the Employer may make monthly Vacation and Holiday payments that shall be due on the payday for the last full week of the month. Vacation and Holiday allocation shall be by the Union and shall not exceed 10% of the Base Wage Rate.
- 2) To promote consistent qualification standards for 636 classifications, the 636 Examining Board, the 636 Refrigeration Committee and the 636 JATC will share all information that 636 used to make advancement decisions.
  - 3) **Training Incentive:**  
Effective the first year of the Agreement the Employer shall contribute 10¢ per Active Member for each hour worked, whether on a straight time or overtime basis, to finance upgrade training for each Active Member per year. The upgrade curriculum will be developed by the JATC for implementation in the second year of this agreement. Effective June 1, 2009, all Construction Journeymen will be expected to have eight (8) hours of upgrade training per year. Each Construction Journeyman who successfully completes eight (8) hours of upgrade training approved by the JATC will be paid a sum of \$80. All Service Journeymen will be expected to have sixteen (16) hours of upgrade training per year. Each Service Journeyman who successfully completes sixteen (16) hours of upgrade training approved by the JATC will be paid a sum of \$160. The training fund may pay tuition and other related costs for trade related instruction.
  - 4) The Union and MCA agree to adopt and support for ratification the UA Standards of Excellence, with the enforcement issues to be dealt with in a Memorandum of Understanding.
  - 5) **Proposed language change to Paragraph 131:**  
131. **Servicemen (MES)** must have practical working experience in the residential and commercial mechanical equipment field. The service of individual refrigeration, air-conditioning, heating, ventilation or other environmental units of 40 HP (tons) or less may be performed by a Mechanical Equipment Serviceman. The MES standards shall be such that anyone following this path to become a Journeyman will acquire the same information and skills as an Apprentice acquires prior to moving to the classification of Journeyman. (i.e. Require the MES and newly organized Journeymen to meet all requirements an Apprentice must meet (including UA STAR exam) to become a Journeyman with a minimum of 5 years working as an MES.) MES I shall be required to pass 120 hours of unpaid training in order to obtain the classification of MES II. They shall be required to pass the UA STAR exam for Servicemen as to their skills in order to obtain the classification of MES III. Their scope of work shall include all work necessary to keep existing residential and unitary systems operating in an efficient manner. For the purpose of further developing their technical skills, Servicemen may assist Journeymen in the repair of centrifugal and absorption machines, screw chillers and ammonia systems. Servicemen may attain

Journeyman status with sufficient training and work experience as described earlier in this paragraph.

- 6) Replace wording mistakenly omitted in 2006 Agreement at the end of Paragraph 76.

If the J. A. T. C. is unable to furnish a Pre-Apprentice within forty-eight (48) hours (Saturdays, Sundays and Holidays excluded) of an Employer's request, the Employer may hire whomever it deems qualified as a Pre-Apprentice. In order to hire a Pre-Apprentice, an Employer must also employ, at the time of such hiring, at least one Apprentice in such work if unemployed Apprentices are available.

### HOUSEKEEPING ISSUES

- 1) **Pay Day.** Employees are to receive their pay by check, cash or electronic direct deposit each week at a regular time and place for such payment and not more than four (4) days' pay shall be held back. When direct deposit is the payment method, the Employee shall receive a paycheck stub detailing itemized deductions. In the event the Employer wishes to mail the Employee's check, the Employer must also offer the Employee the choice of direct deposit. If the Employee objects to receiving their check via direct deposit then, the Employer may elect to mail the check by the 2nd day following the end of the Employer's payroll period. If the Employer elects to hand deliver checks the Employee shall be paid on Thursday of each week. When Thursday is a holiday, the Employee shall be paid on Wednesday. The payroll period for all Employers shall begin at the start of the Employer's first shift Monday morning. Should an Employer fail to pay his Employee on the appropriate pay day specified above, he shall incur a late pay penalty equal to two (2) hours of pay per Employee for each day after the appropriate pay day that the payments are late. In the event the Employer's failure to pay in a timely manner is due to an act of God, mechanical failure, robbery, or other condition beyond the Employer's control, such late pay penalty shall not be applicable, and the Employer should pay as soon as reasonably possible.
- 2) All such language in the prior CBA which conflicts shall not withstand the modifications that are detailed in this proposal. All existing conditions of the CBA not in conflict with this agreement shall continue. *(This language shall not be included in the CBA.)*
- 3) Jointly remove/revise language in the Agreement that is repetitive or inconsistent with this proposal. Incorporate all MOU modifying the CBA into the main body of the new agreement. Jointly reorder articles wherever possible to be more consistent with national agreements. *(This language shall not be included in the CBA.)*
- 4) All items in this proposal have been agreed to by the Parties subject to their organizations' ratification. *(This language shall not be included in the CBA.)*
- 5) **Add the following language to the end of Paragraph 29:**  
Employers who do not notify the Third Party Administrator regarding terminated Employees shall be referred to the JAC for disciplinary action up to and including fines.

- 6) Change the name of the Industry Fund to the “Piping Education Council” and modify Paragraph 49 as follows:

**Piping Education Council.** All signatory Employers, or Employers otherwise bound by this Agreement, shall pay to the Piping Education Council, for each hour worked, the applicable contributions specified in the wage and fringe benefit schedule. In the event an Employer fails to pay the Piping Education Council, a like-kind contribution shall be paid to the Pipefitting Industry Educational Trust Fund which shall be in addition to the regular Pipefitting Industry Education Trust Fund contribution required by **Article VI, Paragraph 55.**

**BOTH SIDES AGREE TO RECOMMEND THIS PROPOSAL TO THEIR RESPECTIVE CONSTITUENTS**

MCA Detroit

Journeyman Pipefitters Local Number 636

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