
CONSTRUCTION LABOR AGREEMENT

between

**MECHANICAL CONTRACTORS
ASSOCIATION OF
DETROIT, INC.**

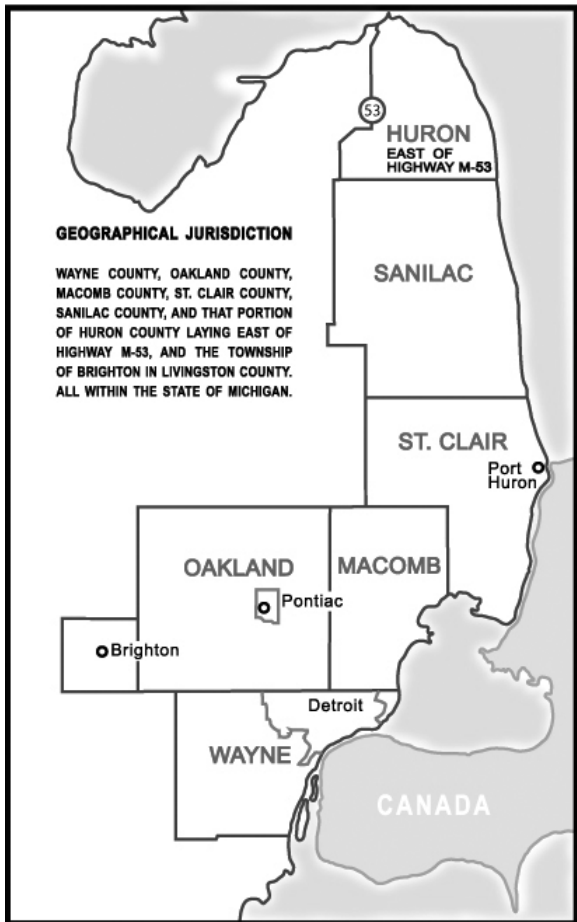
and

**PIPEFITTERS, STEAMFITTERS,
REFRIGERATION, AND AIR
CONDITIONING SERVICE
LOCAL UNION No. 636 of
Metropolitan Detroit Area, Michigan**

**Effective
July 25, 2008 through May 31, 2012**



SOUTHEASTERN MICHIGAN



GEOGRAPHICAL JURISDICTION

WAYNE COUNTY, OAKLAND COUNTY, MACOMB COUNTY, ST. CLAIR COUNTY, SANILAC COUNTY, AND THAT PORTION OF HURON COUNTY LAYING EAST OF HIGHWAY M-53, AND THE TOWNSHIP OF BRIGHTON IN LIVINGSTON COUNTY. ALL WITHIN THE STATE OF MICHIGAN.

JURISDICTION OF LOCAL UNION 636

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AGREEMENT

1. **This Agreement** is effective the 25th day of July, 2008, by and between the MECHANICAL CONTRACTORS ASSOCIATION OF DETROIT, INC., hereinafter referred to as the “Association” representing their individual members who are hereinafter referred to as “Employer” or “Employers,” and PIPEFITTERS, STEAMFITTERS, REFRIGERATION AND AIR CONDITIONING SERVICE LOCAL UNION NO. 636 of METROPOLITAN DETROIT AREA, MICHIGAN, hereinafter referred to as the “Union” representing their individual members who are hereinafter referred to as “Employee” or “Employees”

2. Both parties to this Agreement recognize that we have a common interest in the expansion of today’s marketplace. We will continue to explore all avenues that make us attractive to our customers while protecting the vital interests of our Employees.

ARTICLE I

Non-Discrimination Clause

3. **Civil Rights.** The parties to this Agreement acknowledge that they are subject to State and Federal law and municipal ordinances regarding equal opportunity and fair employment and therefore will jointly take the necessary steps to comply with these laws and ordinances to assure, within the scope of this Agreement, compliance with equal opportunity and fair employment practice laws and ordinances and that the employment, termination, referral or selection of all Employees shall be on the basis of qualifications without regard to race, color, sex, age, religion, national origin and ancestry. 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.

ARTICLE II

Parties

4. The Association is composed of members engaged in the plumbing, heating, cooling and pipefitting industry, having Employees under the jurisdiction of the Union. The Union is composed of Journeyman and Apprentice members of Pipefitters, Steamfitters, Refrigeration and Air Conditioning Service Local Union No. 636 of Metropolitan Detroit Area, Michigan which is associated with the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO.

ARTICLE III

Management Rights

5. The Employer shall retain all rights, powers and authority he had prior to entering into this Agreement, including, but not limited to, the sole right to manage his business and direct his Employees; man and de-man his jobs; to determine the number of Employees to be employed, when they will be employed and how they will be employed; to judge the satisfactory performance of work by an Employee; to select and utilize any type of material and safe equipment on or off the jobsite; to maintain order and efficiency on the jobsite, including the right to hire, assign, transfer and direct his Employees and determine their qualifications; to select and appoint supervision; to determine whether or not a foreman will be a working or non-working foreman; and to determine the starting and quitting time and the number of hours to be worked. The exercise of the foregoing powers and rights shall be limited only by the express and specific terms of this Agreement.

6. No Employer shall use his right of transfer to terminate an Employee.

7. There shall be no limitation imposed by the Union upon the amount of work any Employee may perform.

8. **Out-of-Work List.** The Managing Director of the Association or his assistant may review the Union's out-of-work list at any time.

ARTICLE IV

Union Security and Representation

9. **Union Shop.** All Employees of Employers who are members of the Union at the time of the signing of this Agreement, as a condition of employment, shall remain members in good standing of the Union for the duration of this Agreement. All other eligible Employees of the Employers shall, as a condition of continued employment become and remain members of the Union for the duration of this Agreement, after ninety (90) days following their proof of their ability and passing the Journeyman test given by the Union Examining Board. The provisions of this Paragraph shall be subject to the provisions of Section 8(a)(3) of the Labor Management Relations Act of 1947, as amended, and all other applicable Federal laws.

10. The Union shall provide Applicants for all jobs of the Employers which come within the jurisdiction of the Union. The geographical area of the Union is shown in the map which is attached to this Agreement as **Appendix A.**

11. **Stewards.** The Employer recognizes the right of the Union to select a working Steward. The selection of a Steward shall not increase the number of Employees necessary to man the job as determined by the Employer. The Steward shall be permitted sufficient time, while on the jobsite, to perform those Union duties which cannot be performed during non-working hours and which do not unduly interfere with or hinder the progress of the work. No Employee shall be authorized to act as a Steward on any job until such time as written notice of his appointment as Steward is given to the Employer at the Employer's main office within the geographical jurisdiction of the Local Union.

ARTICLE V

Wages

12. The terms “wage” or “Base Wage Rate” shall refer to the Employee’s straight-time hourly rate of pay.

13. The term “gross wages” shall mean an Employee’s Taxable Hourly Income, (i.e. a sum equal to the total of an Employee’s Base Wage Rate, the hourly Vacation and Holiday contribution made on the Employee’s behalf, and the Employee’s applicable hourly dues payment).

14. The parties shall meet not more than ninety (90) nor less than sixty (60) days prior to June 1st of this and each subsequent year during this Agreement. The allocation of the Wage and Benefit package shall be at the sole discretion of the Union. In so allocating, a goal of the Union shall be to allocate a minimum of fifty percent (50%) of the total Wage and Benefit package for any year to wage rates.

15. The Vacation and Holiday contribution is doubled for all overtime hours worked and shall be paid directly to the Employee in the Employee’s 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 shall make these on a separate check or to a designated account. In instances where the Employer’s accounting system does not allow this (as of the effective date of this agreement) the Employee may receive a fixed weekly Vacation and Holiday payment. If the 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.

16. Journeyman Pipefitter-Wage and Fringe Benefits.

Effective the first full payroll period on or after July 25, 2008 the Wage and Fringe Benefit package for a Journeyman Pipefitter shall be as follows:

Base Wage Rate*	\$32.70
Vacation and Holiday*	3.50
Dues*	<u>1.16</u>
Gross Wages*	\$37.36
Insurance Fund	8.00
DB Pension	7.50
DC Pension	2.00
SUB Fund	1.00
P. I. E. T. F.	.40
Retiree/Widow Fund	.60
International Training Fund	<u>.10</u>
	\$19.60
Piping Education Council	.35
IARF	<u>.50</u>
	.85

Total Wage and Fringe Benefit Package ... \$57.81

* = taxable

17. Further Wage and Fringe Benefit allocations will occur in the following years referencing **Paragraph 14** of this Agreement.

2009	.....\$1.90 as allocated by the Union
2010	.....\$1.95 as allocated by the Union
2011	.....\$2.05 as allocated by the Union

18. **Apprentice-Wage and Fringe Benefits.** Effective the first full payroll period on or after July 25, 2008, the Wage and Fringe Benefit package for an Apprentice shall be as follows:

Base Wage Rate * 2008	
1st Period	\$14.00 6th Period \$19.75
2nd Period	\$14.00 7th Period \$21.00
3rd Period	\$16.00 8th Period \$22.00
4th Period	\$17.25 9th Period \$23.00
5th Period	\$18.50 10th Period \$24.43

Vacation and Holiday*	1.35
Dues*	.38
Insurance Fund	5.60
DB Pension	3.10
DC Pension	.80
SUB Fund	.50
P. I. E. T. F.	.40
Retiree/Widow Fund	.10
International Training Fund	<u>.10</u>
	\$12.33

Piping Education Council	.18
IARF	<u>.50</u>
	.68

Total Fringe Benefit Package \$13.01

* = taxable

19. 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 and remain current: UA-21, UA-22, UA-41 and UA-1

20. Apprentice Insurance rates shall be adjusted June 1 of each year of this agreement to reflect the actual cost of the program as calculated by BeneSys.

21. The Association will agree to discuss increases for Apprentices in the third year of this agreement. The Association shall have no right to lock out and the Union shall have no right to strike as a result of any breakdowns of such discussions.

22. **Pre-Apprentice - Wage and Fringe Benefits.** Effective the first full payroll period on or after July 25, 2008 the Wage and Fringe Benefit package for a Pre-Apprentice shall be as follows:

Base Wage Rate*	.....	\$11.56
Dues*	.....	<u>.54</u>
Gross Wages*	.....	\$12.10
Insurance Fund	.....	5.60
DC Pension†	.....	.50
International Training Fund	.....	<u>.10</u>
		\$ 6.20
Piping Education Council	.....	.18
IARF	.....	<u>.50</u>
		.68
Total Wage and Fringe Benefit Package	...	\$18.98

* = taxable

† = after ninety (90) day probationary period.

23. The Pre-Apprentice shall be provided with health insurance benefits which the Insurance Trustees determine can be purchased based solely on the contributions received from this classification. The Pre-Apprentice shall participate in the DC Pension after completing an initial ninety (90) day probationary period.

24. **Mechanical Equipment Servicemen (MES) - Wage and Fringe Benefits.** Effective the first full payroll period on or after July 25, 2008, the Wage and Fringe Benefit package for a MES shall be as follows:

Base Wage Rate*	\$21.53
Vacation and Holiday*	1.50
Dues *	<u>.78</u>
Gross Wages*	\$23.81
Insurance Fund	7.73
DC Pension	2.20
SUB Fund	1.00
P. I. E. T. F.	.40
International Training Fund	<u>.10</u>
	\$11.43
Piping Education Council	.35
IARF	<u>.50</u>
	.85
Total Wage and Fringe Benefit Package	... \$36.09

* = taxable

MES II– Upon completion of training requirement in
Paragraph 136 = MES I + \$1.00

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

25. Mechanical Equipment Tradesmen (MET), Metal Tradesmen (MT)- Wage and Fringe Benefits. Effective the first full payroll period on or after July 25, 2008 the Wage and Fringe Benefit package for a MET or MT shall be as follows:

Base Wage Rate*	\$11.94
Vacation and Holiday*	1.25
Dues*	<u>.78</u>
Gross Wages*	\$13.97
Insurance Fund	5.60
DC Pension	1.00
P. I. E. T. F.	.40
International Training Fund	<u>.10</u>
	\$ 7.10
Piping Education Council	<u>.35</u>
Total Wage and Fringe Benefit Package	... \$21.42

* = taxable

2010\$0.50 as allocated by the Union

26. **Working Principal - Fringe Benefits.** Effective the first full payroll period on or after July 25, 2008 the Fringe Benefit package for a Working Principal, as defined in **Paragraph 27** shall be as follows:

Insurance Fund	Optional
DC Pension	Optional
Dues *	1.16
DB Pension	7.50
P. I. E. T. F. ....	.40
International Training Fund .....	.10
Piping Education Council .....	.35
IARF	<u>.50</u>
Total of Required Fringe Benefit Package ..	\$10.01

* = taxable

At their option, the Working Principal may also participate in the Insurance Fund and DC Pension.

27. A Working Principal is any person who performs work covered by this agreement and who has any direct or indirect financial or ownership interest in the Employer, including a shareholder, owner, partner, proprietor, officer or director of an Employer. If the Employer employs a total of one (1) or two (2) Journeymen or Apprentices, then two (2) Principals may work with the tools. If the Employer employs three (3) Journeymen or Apprentices, then one (1) Principal may work with the tools. If the Employer employs a total of four (4) or more Journeymen or Apprentices, then no Principal shall work with the tools unless otherwise agreed to by the parties pursuant to **Paragraph 28**. No more than two (2) Principals shall work with the tools at any one time. The only exception shall be that one (1) Principal may work with the tools to make emergency repairs. In the event the Union is unable to man the job, the Principals can work with the tools. No more than two (2) Working Principals in any shop may participate in such fringe benefit programs.

28. It is understood that there will be borderline cases and the Parties can agree on legitimate exceptions to these limitations.

29. **Paragraph 26** of this Agreement contains the contribution rates on Working Principals, and these contributions shall be made monthly, for all hours worked under this Agreement and in no case for less than thirty-two (32) hours a week. The Working Principal shall have the option to decide whether or not to participate in the Insurance Fund, subject to the terms and conditions of the Insurance Fund plan document. The Working Principal may elect to contribute an hourly contribution to the DC Pension, subject to the terms and conditions of the DC Pension plan document.

June 2009 – May 2010 Wage Schedule

16. **Journeyman Pipefitter-Wage and Fringe Benefits.** Effective the first full payroll period on or after June 1, 2009 the Wage and Fringe Benefit package for a Journeyman Pipefitter shall be as follows:

Base Wage Rate*	\$32.70
Vacation and Holiday*	3.50
Dues*	<u>1.16</u>
Gross Wages*	\$37.36
Insurance Fund	8.40
DB Pension	8.00
DC Pension	2.00
SUB Fund	2.00
P. I. E. T. F. . . . .	.40
Retiree/Widow Fund . . . . .	.60
International Training Fund	<u>.10</u>
	\$21.50
Piping Education Council . . . . .	.40
IARF	<u>.45</u>
	.85
Total Wage & Fringe Benefit Package . . .	\$59.71

* = taxable

June 2009 – May 2010 Wage Schedule

18. **Apprentice-Wage and Fringe Benefits.** Effective the first full payroll period on or after June 1, 2009, the Wage and Fringe Benefit package for an Apprentice shall be as follows:

Base Wage Rate* 2009

1st Period \$14.00	6th Period \$19.75
2nd Period \$14.00	7th Period \$21.00
3rd Period \$16.00	8th Period \$22.00
4th Period \$17.25	9th Period \$23.00
5th Period \$18.50	10th Period \$24.43

Vacation and Holiday*	1.35
Dues* . . . . .	.38
Insurance Fund	5.60
DB Pension	3.10
DC Pension . . . . .	.80
SUB Fund . . . . .	.50
P. I. E. T. F. . . . .	.40
Retiree/Widow Fund . . . . .	.10
International Training Fund	<u>.10</u>
	\$12.33

Piping Education Council . . . . .	.23
IARF	<u>.45</u>
	.68

Total Fringe Benefit Package \$13.01

* = taxable

June 2009 – May 2010 Wage Schedule

22. **Pre-Apprentice - Wage and Fringe Benefits.** Effective the first full payroll period on or after June 1, 2009 the Wage and Fringe Benefit package for a Pre-Apprentice shall be as follows:

Base Wage Rate*	\$11.56
Dues*	<u>.54</u>
Gross Wages*	\$12.10
Insurance Fund	5.60
DC Pension** .....	.50
International Training Fund	<u>.10</u>
	\$6.20
Piping Education Council .....	.23
IARF	<u>.45</u>
	.68
Total Wage & Fringe Package	\$18.98

* = taxable

** = after ninety (90) day probationary period

June 2009 – May 2010 Wage Schedule

24. **Mechanical Equipment Servicemen (MES) - Wage and Fringe Benefits.** Effective the first full payroll period on or after July 25, 2008, the Wage and Fringe Benefit package for a MES shall be as follows:

Base Wage Rate*	\$21.53
Vacation and Holiday*	1.50
Dues*	<u>.78</u>
Gross Wages*	\$23.81

Insurance Fund	7.73
DC Pension	2.20
SUB Fund	1.00
P. I. E. T. F. ....	.40
International Training Fund	<u>.10</u>
	\$11.43

Piping Education Council .....	.40
IARF	<u>.45</u>
	.85

Total Wage & Fringe Benefit Package . . . \$36.09

* = taxable

MES II - Upon completion of training requirement in **Paragraph 136** = MES I + \$1.00

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

June 2009 – May 2010 Wage Schedule

26. **Working Principal - Fringe Benefits.** Effective the first full payroll period on or after June 1, 2009 the Fringe Benefit package for a Working Principal, as defined in **Paragraph 27** shall be as follows:

Insurance Fund	Optional
DC Pension	Optional
Dues*	1.16
DB Pension	8.00
P. I. E. T. F. ....	.40
International Training Fund .....	.10
Piping Education Council .....	.40
IARF	<u>.45</u>
Total of Required Fringe Benefit Package ..	\$10.51

* = taxable

At their option, the Working Principal may also participate in the Insurance Fund and DC Pension.

Left Blank for June 2010 – May 2011 Wage Schedule

Left Blank for June 2010 – May 2011 Wage Schedule

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Left Blank for June 2011 – May 2012 Wage Schedule

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Left Blank for June 2011 – May 2012 Wage Schedule

Left Blank for June 2011 – May 2012 Wage Schedule

30. **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, the Employer 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.

31. **Pay At Termination Or Layoff.** An Employee who is laid off shall be paid immediately. An Employee who quits may be required to wait until the next regular pay day for his pay. A fired Employee shall be paid at the time of his firing or, if not possible because of the timing or circumstances of the situation, the Employer shall make the check available at the Employer's office or mail the check to the Employee's last known address, not later than the next business day following the date of his firing. Where an Employer does not have a last known address, the Employer may notify the Union Hall that the check is available for pick up by the Employee at the Employer's office. An Employer shall notify the Third Party

Administrator (TPA) by the close of the next business day when an Employee is terminated and if that Employee is eligible for rehire. Employers who do not notify the TPA regarding terminated Employees shall be referred to the Joint Administrative Committee (JAC) for disciplinary action up to and including fines.

32. **Overtime And Holidays.** Except as otherwise provided in **ARTICLE XX** and **ARTICLE XXI** hereof, the following overtime provisions shall be applicable. Overtime shall be paid at time and one half (1½) the Employee's wage for the first two (2) hours of overtime work Monday through Friday and for the first eight (8) hours of work on Saturday. Double time shall be paid for all hours worked in excess of ten (10) in one day, Monday through Friday, for all hours worked in excess of eight (8) hours on Saturday, and for all hours worked on Sunday as well as on any of the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. In the event a holiday mentioned falls on a Saturday, it shall be observed on Friday; if such holiday falls on Sunday, it shall be observed on Monday, provided this Section is not superseded by State or Federal law.

33. **Bonus.** No Employer or Employee covered by this Agreement shall agree to give or accept a bonus at any time, or compensate an Employee for work done or to be done, except as provided for in this Agreement. Employees shall not bargain or contract work for a lump sum.

34. **Termination.** No Employee shall be terminated by telephone or telegram. In the event an Employee is absent for three (3) consecutive days without proper notice, he shall be considered a quit.

ARTICLE VI

Trust Funds

35. The parties agree that the Pipefitters Local No. 636 Insurance Fund Plan (Insurance Fund), Pipefitters Local No. 636

Defined Contribution Pension Plan (DC Pension), Pipefitters Local No. 636 Supplemental Unemployment Benefit Trust Fund Plan (SUB Fund), Pipefitters Local No. 636 Retiree and Widow Benefit Plan (Retiree/Widow Fund), Pipefitters Local No. 636 Defined Benefit Pension Plan (DB Pension) and Pipefitting Industry Educational Trust Fund of Detroit & Vicinity (P. I. E. T. F.) (hereinafter referred to as the “Joint Trust Funds”) shall be administered jointly by an equal number of representatives of the Association and Union in accordance with the respective Agreements and Declarations of Trust pursuant to which they are established. Said Agreements and Declarations of Trust shall conform to all requirements of law and, together with any amendments thereto, shall be considered as part of this Agreement as though they were set forth herein, at length. Further, to protect the Joint Trust Funds, any Collective Bargaining Agreement (CBA) or renewal of a CBA, with an effective date on or after July 31, 2006, whose terms deviate from the contributions and benefits as set forth herein, must be approved by the Trustees of the affected Joint Trust Funds prior to implementation of the CBA; otherwise, such contributions will be rejected by the Joint Trust Funds so affected and the Joint Trust Funds will incur no liability for failure to accept or collect such contributions.

36. The Union shall elect, designate or appoint the Union Trustees and the Association shall elect, designate or appoint the Employer Trustees to the Joint Trust Funds.

37. For all applicable Joint Trust Fund contributions, refer to the applicable Wage and Fringe Benefit package listed in **ARTICLE V** of this Agreement. All changes in funding shall commence with the first full payroll period on or after June 1st of the current contract year.

38. Each month the Joint Trust Fund contributions for the prior month shall be forwarded to the depository designated by the Trustees of the Joint Trust Funds as provided in the Joint Trust Fund Agreements, except that payment by the Employer

shall consist of contributions for all whole weeks in said prior month. Payment of contributions for an incomplete week at the end of said prior month shall be included in the payment of contributions for the following month. The provisions of this Paragraph shall apply to Dues pursuant to **Paragraph 63** and contributions to the International Training Fund (ITF) pursuant to **Paragraph 64**.

39. Only fringe reports provided by the TPA shall be used to report hours worked and contributions of Employees. Custom-designed Employer reporting forms may be used only if approved in writing by the JAC. Fringe benefit contribution forms must be submitted timely regardless of whether work was performed for the month in question. If no members of the Union were employed during a particular month, the Employer must indicate on the reporting form that no hours were worked in that month and/or that the report constitutes the final report to be provided by the Employer. Failure to timely file contribution reports, whether or not work was performed, will result in liquidated damages to compensate the Joint Trust Funds for the administrative time and expense in verifying the hours worked or lack thereof.

40. **Defined Benefit Pension Fund (DB Pension).** The Employer agrees to pay to Pipefitters Local 636 Defined Benefit Pension Fund, for each Employee covered by this Agreement, the current allocated sum for each hour worked, for the purpose of providing pension benefits for the Employees or their widows. The parties agree to maintain the required maximum 25% IRS standard for the DB Pension contribution. In addition, the DB Pension shall be kept fully funded. The term “fully funded” means that at any time the present value of benefits earned to date are funded by the assets of the plan. The determination of whether the fund is fully funded will be made annually by the Fund’s actuary.

41. **Defined Contribution Pension Fund (DC Pension).** The Employer agrees to pay to Pipefitters Local No. 636

Defined Contribution Pension Fund, for each Employee covered by this Agreement, the current allocated sum for each hour worked, without regard to whether the hours are worked at straight-time or overtime, for the purpose of providing pension benefits for the Employee.

42. **Wage Reduction Plan.** An Employee may elect to defer a portion of his regular straight-time wages into the DC Pension plan under the conditions listed in **Paragraph 43** through **Paragraph 48** below.

43. Deferrals may only take place from the Employee's regular straight-time hours. Deferrals cannot be made from daily or weekly overtime.

44. Deferrals may only be in increments of Fifty cents (\$.50), One dollar (\$1.00), Two dollars (\$2.00), Three dollars (\$3.00) or to the I.R.S. approved limit in whole dollar increments.

45. A deferral may be initiated by an Employee by obtaining a standard printed deferral form from the TPA, the Employer, or the Union, fully completing, signing and dating the form, and delivering the form to the office of the Employer.

46. A new deferral may be made upon hire by a new Employer or on January 1 or July 1 of any calendar year.

47. An Employee may revoke a deferral form at any time by advance written notification to the Employer.

48. A continuation of this wage deferral plan is conditioned upon the approval of the Amended Defined Contribution Pension Plan by the Internal Revenue Service.

49. **Retiree - Widow Benefit Fund (Retiree/Widow Fund).** The Employer shall pay into Pipefitters Local No. 636 Retiree-Widow Benefit Fund the current allocated sum for each hour worked by each of his Employees covered by this Agreement, regardless of whether the hours are worked at straight time or overtime.

50. Payment of benefits from the Retiree/Widow Fund shall be contingent upon, and subject to, obtaining and retaining such approval of the Internal Revenue Service as may be necessary to establish the deductibility, for Federal Income Tax purposes, of any and all contributions made by the Employers under applicable provisions of the Internal Revenue Code of 1954, as amended.

51. **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 P. I. E. T .F. which shall be in addition to the regular P. I. E. T. F. contribution required by **ARTICLE VI, Paragraph 57.**

52. The Piping Education Council shall be administered by the Association for activities designed to promote and improve the industry, and the Agreement and Declaration of Trust under which the Piping Education Council has been created, together with any and all amendments, is incorporated into this Agreement by reference. In the successive years of this Agreement, the Association may, upon written notification to the Union, exercise its right to unilaterally increase the amount of the hourly contribution paid by Employers to the Piping Education Council. Such notification shall specify the amount of such increase.

53. Recommendations and suggestions for the operation of the Piping Education Council shall be referred to the IRC for its consideration and comment before forwarding to the Trustees. A representative of the Piping Education Council shall meet monthly with the IRC to confer on Piping Education Council activities.

54. **Insurance Fund.** The Employer agrees to pay to Piffitters Local No. 636 Insurance Fund for each Employee cov-

ered by this Agreement, the current allocated sum for the Insurance Fund for each hour worked, which shall be used for the purpose of providing Group Insurance for Employees and their dependents and Retirees and their dependents.

55. Supplemental Unemployment Benefit Fund (SUB Fund). The Employers agree to pay to the Pipefitters Local No. 636 Supplemental Unemployment Benefit Trust Fund, for each Employee covered by this Agreement, the current allocated sum for each hour worked, for the purpose of providing supplemental unemployment benefits for the Employees.

56. The Trustees of the SUB Fund have the discretion and authority to determine the amount of the benefit to be paid Employees from the Fund (the “Benefit Level”), which includes the discretion and authority to change the Benefit Level from time to time. In the event of a deadlock in determining the Benefit Level, benefits shall be paid based upon the SUB Fund Asset Level as of the first (1st) day of the month immediately preceding the payment of benefits, as set forth in the following schedule:

<u>Asset Level</u>	<u>Weekly Benefit</u>
Less than \$500,000.00	\$50.00 per week
\$500,000.00 to \$1,000,000.00	\$100.00 per week
\$1,000,000.01 to \$2,500,000.00	\$150.00 per week
\$2,500,000.01 to \$4,000,000.00	\$175.00 per week
\$4,000,000.01 to \$6,000,000.00	\$225.00 per week
\$6,000,000.01 to \$8,000,000.00	\$275.00 per week
\$8,000,000.01 to \$11,000,000.00	\$325.00 per week
\$11,000,000.01 to \$14,000,000.00	\$375.00 per week
\$14,000,000.01 to \$17,000,000.00	\$425.00 per week
\$17,000,000.01 to \$20,000,000.00	\$475.00 per week

For the first two (2) increments of \$2,000,000.00 in the SUB Fund’s equity, the Benefit Level shall increase by fifty dollars (\$50.00). For each additional increment of \$3,000,000.00 in the SUB Fund’s equity, the Benefit Level shall

increase by fifty dollars (\$50.00) up to a maximum benefit of four hundred seventy five dollars (\$475.00). When necessary to maintain a Benefit Level based upon this schedule, the Union may annually reduce the Vacation and Holiday contribution and increase the SUB Fund contribution by a corresponding amount. When the additional sum is no longer required the Union may, in the following year, reduce the SUB Fund contribution and increase the Vacation and Holiday contribution by a corresponding amount. When the Union exercises their right to move money from the Vacation and Holiday contribution to the SUB Fund contribution and back, the total wage and fringe benefit package for any Employee involved will not change.

57. Pipefitting Industry Educational Trust Fund (P. I. E. T. F.). The Employer agrees to pay into the P. I. E. T. F. the current allocated sum for each hour worked by any Employee covered by this Agreement. The P. I. E. T. F. shall be administered by the Joint Apprenticeship Training Committee (JATC).

58. Mechanical Contractors Apprenticeship & Training Reimbursement Fund. The parties hereto agree that the training and development of Apprentices benefits the entire Industry. Consequently, the parties further agree that the labor costs, including wages and fringe benefit contributions, paid to, or on behalf of, an Apprentice for days he attends an approved apprenticeship training class, should be underwritten and borne by all of the Industry Employers and not by the Apprentice's instant Employer.

59. There is hereby created a Mechanical Contractors Apprenticeship & Training Reimbursement Fund to be known as the Industry Apprenticeship Reimbursement Fund (IARF) which shall be established solely and exclusively for the purpose of underwriting the cost of wages and fringe benefits, paid to, or on behalf of, Apprentices for the days they attend approved Apprenticeship training classes.

60. The IARF shall be administered by Employer Trustees under a written declaration of trust. The Association shall appoint the Employer Trustees to administer the IARF. The Employer signatory hereto agrees to be bound by the terms and conditions of the aforesaid trust agreement and all subsequent amendments thereto including any lawful rules and regulations adopted by the Trustees of said Fund. The Trustees of said Fund shall be responsible for the lawful operation of said Fund as required by law and shall cause an annual audit of the Fund to be conducted each year, a copy of which audit shall be furnished to the Union.

61. The Employer shall pay to the IARF the current allocated sum for each hour worked by all Employees covered hereunder. It is further understood that this hourly contribution may be increased or decreased by the Trustees during the life of this agreement where the Trustees in their opinion decide that the hourly contribution must be adjusted to meet the Fund's obligations. All payments shall be remitted in care of the Bank Depository as designated by the Trustees.

62. The Employer signatory hereto and the Union both recognize, stipulate and agree that the IARF Board of Trustees is a third party beneficiary under the terms of this agreement pursuant to the Michigan Statutes.

ARTICLE VII

Dues Authorization

63. The Employer members of the Association agree to designate an agent for the receipt of dues deduction authorizations. Said agent shall be the same agent as the one utilized by the JAC for the receipt of fringe benefit contributions made pursuant to this Agreement. Such authorizations shall be in the form which is set out in **Appendix B** which is attached to and made a part of this Agreement. All dues deduction authorizations which have been voluntarily and individually executed by the Employees shall be deposited with said agent. Upon notification of receipt of such authorizations, the Employer

members of the Association shall forward the applicable contribution as specified in the applicable Wage and Fringe Benefit package on a per hour basis as working dues for all hours worked, whether on a straight-time or overtime basis, for the Wage and Fringe Benefit package of Employees covered by said authorizations and shall remit said sums to an agent designated by the Association for transmittal to the Union. The Union shall indemnify and save the Association and/or its members harmless against any and all claims, demands, suits and other forms of liability that may arise out of or by reason of an Employer's deduction of working dues pursuant to this Section.

ARTICLE VIII

International Training Fund (ITF)

64. Each Employer signatory to this Agreement shall forward to the depository designated by the Trustees of the Joint Trust Funds each month the current allocated sum for each hour worked, for the ITF.

ARTICLE IX

Joint Administrative Committee (JAC)

65. The Association and the Union will each appoint two (2) representatives to the JAC of the Plumbing and Pipefitting Industry in the Detroit area. Each representative shall have alternates authorized to act in his place. Rules adopted by the JAC must provide for equal voting rights between Union and Employer representatives.

66. The purpose of the JAC is to coordinate the activities of the various employee benefit funds in the Plumbing and Pipefitting Industry, such as in the collection of contributions, printing of forms, prosecution of delinquencies, publication of information to Employers and Employees, etc. The JAC shall have the power and authority to require the posting of bonds by Employers who have been delinquent in payment of money due to the Funds, either as to the amount or as to time; or to

take any other action which, in the JAC's discretion, the JAC believes desirable or necessary to secure the payment of money due to the Funds, including, but not limited to the authorization of a strike against the delinquent Employer, or the commencement of, or intervention into, any suit or action. The Association, the Union and the Employer agree that the damages which will result from the failure of an Employer to pay fringe benefit contributions on time, or in correct amount, are difficult to calculate with any certainty and, therefore, any Employer who fails to make payments to the Funds on time or in correct amount, in accordance with this Agreement, shall pay, in addition to the contributions, an additional amount as liquidated damages. Liquidated damages hereunder are not a penalty. The liquidated damages shall be calculated in accordance with rules and regulations adopted by the JAC and are incorporated as if set forth herein. Acceptance of any contributions by any of the Joint Trust Funds, the JAC, Trustees, or TPA shall not constitute a waiver of the right to assess liquidated damages if such contributions were paid after the due date. In addition, each Employer agrees that if contributions are not timely remitted, it shall pay all legal expenses (including attorney fees), accounting expenses, or other costs which can be calculated with reasonable certainty incurred by the Funds in pursuing collection of delinquent contributions. The JAC shall have the right to waive liquidated damages in cases it determines appropriate. Such damages are cumulative and in addition to, and not in lieu of, any other legal rights and remedies available to the Joint Trust Funds under ERISA or other applicable law, whether or not legal action is commenced to collect the delinquent contributions.

67. The JAC shall have such other responsibility and authority as may be properly delegated to it by the Trustees of the Joint Trust Funds by appropriate resolutions, and the JAC is authorized to accept, hold and return any security deposit that is furnished by an Employer to the JAC.

68. Every Employer signatory to this Agreement, individually or through membership in the Association, hereby expressly agrees to make available its books and records to any auditor or accountant appointed by the JAC to verify the correctness of reports transmitted by the Employer to the TPA.

69. Expenses incurred by the JAC in the performance of its functions shall be borne by the Joint Trust Funds on the basis agreed upon by the JAC.

70. Every Employer signatory to a collective bargaining agreement with the Union, or who operates under any other agreement which requires the payment of contributions into the Funds (including but not limited to the United Association Standard Form of Agreement, National Specialty Agreement, National Service and Maintenance Agreement, National Industrial Maintenance Agreement, National Power Generation Maintenance Agreement, Mechanical Equipment Service and Maintenance Agreement, General Presidents' Project Maintenance Agreement, National Construction Agreement, National Pneumatic Control Systems Installation and Service Agreement, National Pneumatic Control Systems and Mechanical Equipment Service and Maintenance Agreement for the United States of America, or any other such local or national agreement), is required to comply with the provisions for collection of contributions, liquidated damages, interest, attorneys' fees and other costs of collection as set forth in the Trust Agreements establishing such Funds, any plans established pursuant to such Trust Agreements, this Agreement, and/or the policies and procedures adopted from time-to-time by the JAC. In addition to the remedies set forth in this agreement or the foregoing documents, the JAC, when it is deemed necessary to ensure timely and complete submission of contributions, liquidated damages, interest, attorneys' fees and other costs of collection, shall have the authority to require any Employer who contributes to the Funds to comply with the following:

- a. To obtain a surety bond, in an amount and form acceptable to the JAC, to secure payment of contributions, liquidated damages, interest, attorneys' fees and other costs of collection; or
- b. To obtain a letter of credit, in an amount and form acceptable to the JAC, to secure payment of contributions, liquidated damages, interest, attorneys' fees and other costs of collection; or
- c. To post a cash deposit, in an amount acceptable to the JAC, to secure the payment of contributions, liquidated damages, interest, attorneys' fees and other costs of collection;
and
- d. In addition to either a, b, or c above, to make payment of contributions on a weekly basis and to provide information regarding any and all current projects of the Employer, including the identity of the owner, general contractor, and the customer of Employer, Employees who have worked on the project (including Social Security Numbers and records verifying the dates and hours worked by such Employees), a copy of the Notice of Commencement/payment bond, and any other information necessary for the Funds to pursue remedies provided under applicable state and/or federal lien and bond statutes, such as MCLA 129.201 et seq., MCLA 570.101 et seq., MCLA 570.1101 et seq., and 40 USC §270(a) et seq.

ARTICLE X

Guarantee of Contract Liability

71. Every Employer who is signatory or otherwise bound to this Agreement and who employs members of the Union shall be required to post a financial guarantee bond, letter of credit, or other security arrangement approved by the trustees (hereinafter referred to as "financial guarantee bond"), to

insure the payment of wages, fringe benefit contributions and liquidated damages required under the terms of this Agreement. The amount of such financial guarantee bond shall be \$6000/Employee.

72. The original copy of the financial guarantee shall be deposited with the Trustees of the JAC. Should an Employer be late in the payment of his fringe benefits twice in any six (6) month period, the Employer shall be required, if directed by the JAC, to post an additional financial guarantee bond, in an amount equal to his initial bond, with the Trustees of the JAC. Said additional bond shall be effective for the period of the initial bond or for such other period as is established by the JAC. The bond may be waived by the JAC in unusual circumstances; but in the event the bond is waived, the Employer must make fringe benefit payments on a weekly basis in advance.

73. In the event the Employer is unable to obtain or for any other reason fails to post a sufficient financial guarantee bond, this will mandate weekly fringe payments from the Employer within seven (7) days after the end of each pay period to the Agent designated by the Trustees of the various Joint Trust Funds for the receipt of such contributions, or the Employer shall furnish a cash security deposit in an equivalent amount as the financial guarantee bond which shall be placed with the JAC. The account shall at all times be separate from all other accounts and shall never be commingled with accounts for other purposes. Nothing in this paragraph shall preclude any Employer from substituting a financial guarantee bond for any cash security deposit made under this Article. In such event said cash security deposit shall be returned to the Employer upon the presentation of such a surety bond.

74. Failure to submit timely weekly fringes will result in the same denial of manpower and interest charges that are applied for late monthly payments.

ARTICLE XI

Joint Apprenticeship Training Committee (JATC)

75. A Joint Apprenticeship Training Committee (JATC) consisting of four (4) representatives from the Association and four (4) representatives from the Union shall establish rules and regulations for the selection and training of Apprentices in the industry and shall have superintending control of such program.

76. When an Employer has from two (2) to five (5) Employees covered by this Agreement, one (1) of them may be an Apprentice, if available. When an Employer has more than five (5) Employees covered by this Agreement, one (1) of them shall be an Apprentice, if available. The above language is not to be construed as a ratio.

77. There shall be a ten (10) period Apprentice program. The school period for first (1st) through tenth (10th) period Apprentices shall be from 7:00 a.m. to 3:30 p.m. as determined by the JATC. Apprentices shall be paid for attending school.

78. The JATC shall maintain a pool of Pre-Apprentices which shall be available to perform any non-assembly work. If the JATC 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.

79. A Pre-Apprentice must be assigned to work under the direction of a Journeyman. Rules for the number of Pre-Apprentices shall be as follows:

80. One per shop

81. When conditions warrant the Union will not unreasonably deny Employer requests for additional Pre-Apprentices.

82. If the parties cannot reach agreement under **Paragraph 81**, above, the matter shall be sent to the IRC of **Paragraph 102** for an expedited decision within 72 hours.

83. A Pre-Apprentice must meet all of the eligibility requirements established by the JATC in order to become an Apprentice.

ARTICLE XII

Jobsite Work

84. All pipe cut, threaded or fabricated in the shops of the Employers, or on the job, shall be the work coming under the jurisdiction of the Union (or their affiliates receiving the building construction wage rate). All pipe two inches (2") and under and all hanger rods are to be cut, threaded and installed by Employees on the job, except that where piping two inches (2") and under is on equipment or where such piping comes within the exclusive jurisdiction of the Union, such work may be done in the Employer's shop, providing the Union is notified and a sticker is attached to such work when it is complete.

85. The restrictions of **Paragraph 84** shall not apply to the installation of pre-piped package equipment which is specified by the owner or his agent. Any dispute involving the application of this Article shall be referred to the IRC for resolution.

86. It is agreed by the parties that nothing contained in this Agreement shall prevent an Employer from utilizing all thread rod on any work providing it is brought to the jobsite in lengths not less than ten feet (10').

ARTICLE XIII

Temporary Heat

87. After the building is enclosed and the permanent heating or cooling system is available for operation, and where the specifications allow the use of the permanent equipment for providing temporary heating or cooling, standby mainte-

nance of the system while it is providing temporary heating or cooling rests within the jurisdiction of the Union, in accordance with the existing trade line agreement.

88. It is optional with the Employer to provide temporary heating or cooling, and to decide the number of hours it shall be in operation, so long as all phases of maintenance are recognized as the work of the Union. Temporary heating or cooling shall commence when the permanent heating or cooling system is used by the Employer for temporary heating or cooling, and shall last until the general tests are completed and the mechanical installation is accepted by the owner. This requirement is modified in the following **Paragraph 89**.

89. On any job when temporary heating or cooling is provided, standby maintenance shall be at the sole option of the Employer. Should the Employer require standby maintenance, the conditions set forth in **Paragraph 90 to Paragraph 94** of this Article shall apply.

90. If a job runs at least five (5) consecutive days, pay will be at the prevailing hourly rate for all shifts; provided, however, that time and one half (1½) shall apply when any Employee works in excess of forty (40) hours in one week.

91. Double time will apply to all shifts worked on one of the six (6) recognized holidays and Easter Sunday.

92. When Employees covered by this Agreement are employed on a job during regular working hours, standby maintenance will be optional with the Employer.

93. When it is desired to operate a system on less than a full-time basis, one (1) eight (8) hour shift per night and one (1) or two (2) eight (8) hour shifts Saturday and Sunday will be permitted. This is not intended to provide less than a forty (40) hour work week per man.

94. Employees working on standby will not leave the building until relieved by the following shift. In the event of absence or lateness, Employees shall adjust hours on later shifts to equalize total hours worked.

ARTICLE XIV

Grievance and Arbitration

95. Should differences of any kind arise between the Association and the Union as to the interpretation, application or claimed breach of any of the terms of this Agreement, all such differences shall be submitted to the grievance procedure herein provided. The Trustees of the Joint Trust Funds may, at their discretion, utilize the grievance procedure to enforce the fringe benefit obligations of an Employer, including but not limited to the collection of unpaid contributions, liquidated damages, attorney fees, other costs of collections, and the surety bond obligations of an Employer as set forth in **ARTICLE X**.

96. Should any grievance arise, the same shall be taken up within five (5) days of the event giving rise to the grievance between the Business Manager or his designated representative and the Managing Director of the Association or his designated representative.

97. If any grievance is not settled as provided above, then either the Union or the Association may, within two (2) regular working days, in writing, submit the grievance to the IRC herein provided for.

98. The IRC shall consist of two (2) representatives selected by the Association and two (2) representatives selected by the Union. All four (4) members of the IRC shall constitute a quorum and must be present at all hearings.

99. The duty of the IRC shall be to hear all grievances submitted to the IRC within forty-eight (48) hours of the submission. Decisions of the IRC shall be reached by a majority

vote of the entire IRC. The decision of the IRC shall be final and binding on the Association, the Employer, the Union and the Employee or Employees involved.

100. If the IRC cannot settle or adjust a grievance or dispute, the matter shall be submitted to a disinterested arbitrator who shall be selected by and be acceptable to the IRC. In the event the IRC is unable to mutually agree upon an arbitrator within five (5) days from the date of reaching impasse or dispute, then the arbitrator shall be selected according to the rules and procedures of the American Arbitration Association within ten (10) days. The arbitrator's fee shall be shared equally by the Association and the Union involved.

101. The arbitrator shall confine his decision to the dispute in question, and he shall have no authority to add to, subtract from or in any way modify the terms of this Agreement. The arbitrator's decision shall be rendered within thirty (30) days from the date of the hearing and shall be final and binding upon the Association, the Employer, the Union and the Employee or Employees involved.

102. The IRC shall be empowered to modify the provisions of this Agreement for specific projects. Requests will be in writing and any such modification by a majority of the IRC shall be in writing and shall not trigger the provisions of **ARTICLE XIX, Paragraph 116**, of this Agreement.

ARTICLE XV

Job Assignments by Classification

103. The Metal Tradesman may only be employed by an Employer signatory to the current U.A. National Commercial Pipe Fabrication Agreement. The Metal Tradesman may perform any of the thirteen (13) functions set out in Article VII of said U.A. National Commercial Pipe Fabrication Agreement.

104. Pre-Apprentices shall be available to perform any non-assembly work as set out in **Paragraph 78** of this agreement.

ARTICLE XVI

Strikes

105. So long as this Agreement is in effect, the Union will not cause, nor will any member of the Union take part in, any strike, slow-down, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with construction for any reason whatsoever. Nor will the Union threaten, induce, authorize or sanction the same. Upon learning of any unauthorized strike, slow-down, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with construction, the Union shall take all necessary steps within its control to avert or bring such activity to a prompt termination. Nothing contained in this Article shall prohibit strike action, authorized by the JAC, against an Employer for failure to fully comply with the payment of contributions and all other fringe benefit obligations of this agreement, including but not limited to the provisions of **ARTICLE IX**, and **ARTICLE X**, provided further, that it shall not be a violation of this Article for the Union or its members to refuse to cross a picket line or refuse to perform work in any instance when the purpose of the picketing or refusal to perform work is lawful and is duly authorized by the Greater Detroit Building and Construction Trades Council.

ARTICLE XVII

Safety

106. It is agreed by the Union and the Association that safety is of primary importance. All Employees shall comply with all reasonable safety rules and/or regulations imposed by law, the owner and/or the Employer. Failure to comply with such rules may result in removal from the job.

107. All injuries, except those that are undetectable, must be reported by the end of a work shift to the job site supervision on forms provided by the Employer.

ARTICLE XVIII

Savings Clause

108. The parties believe that this Agreement is not in any part contrary to the provisions of any State or Federal law. In the event it should be later found that a clause, sentence or paragraph of this Agreement is in derogation of the provision of any State or Federal law, that portion of the Agreement shall give way to the provisions of such law, and if necessary to revise such clause, sentence or paragraph, the Association and the Union will meet to negotiate the same, but all provisions of the Agreement not so in derogation shall continue in full force and effect, without change, until the termination of the Agreement.

ARTICLE XIX

General

109. **Agency.** It is understood and agreed that the Association is acting only as an agent for those persons, firms, partnerships, corporations or joint ventures who have authorized them to negotiate and execute this Agreement and in no event shall the Association be bound as principal or be held liable in any manner for any breach of this Agreement by any Employer for whom they are acting, or any Employees of such Employer. It is further agreed and understood that the liabilities of the Employers who are bound by this Agreement shall be several and not joint.

110. **UA Standard for Excellence.** The Union and MCA agree to adopt and support for ratification the UA Standard for Excellence as amended with the enforcement issues as attached in Appendix E.

111. **Training.** All Construction Journeymen will be encouraged to have eight (8) hours of upgrade training per year. All Service Journeymen will be encouraged to have sixteen (16) hours of upgrade training per year.

112. To promote consistent qualification standards for 636 classifications, 636 and the JATC will share all information that 636 used to make advancement decisions.

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

114. **Entire Agreement.** This Agreement covers the entire understanding between the parties hereto. No oral or written understanding which is not mentioned or referred to herein will be of any force or effect upon any parties hereto.

115. **Amendment.** This agreement may be amended in writing by mutual agreement.

116. **Equal Treatment.** With the exception of public corporations as Employer, and a site specific agreement established by the Greater Detroit Building and Construction Trades Council for the General Motors Proving Grounds providing for Total Facilities Management, the Union agrees that should it enter into any agreement with an Employer who performs work of a similar nature to that performed by the Employers covered hereunder, having terms or conditions more favorable to such Employer than those provided herein, then, upon proof of such agreement, the more favorable terms or conditions shall automatically become a part of this Agreement.

117. **Total Facilities Management.** Should any Employer signatory to this Agreement wish to do Total Facilities Management, the Union shall make the contract between the Greater Detroit Building and Construction Trades Council and Johnson Worldwide available to the Employer. Should such a contract be executed, it will be treated as an exception to the above **Paragraph 116** of this Agreement.

ARTICLE XX

Construction Working Conditions

118. **Normal Work Day.** Eight (8) consecutive hours, exclusive of lunch period, between 7:00 a.m. and 4:30 p.m. shall constitute a regular day's work. Regular workdays are defined as Monday, Tuesday, Wednesday, Thursday, and Friday. Employees shall start work on all jobs within the jurisdiction of the Union at 8:00 a.m. and stop work at 4:30 p.m. or, at the option of the Employer, shall start work at 7:00 a.m. and stop work at 3:30 p.m. Should the Employer choose to start the Employees on a given job at 7:00 a.m., the Employer must notify the Union of that fact and all Employees employed by the Employer on that job must be scheduled to start at 7:00 a.m. for at least five (5) consecutive days.

119. **Show Up Time.** Any Employee authorized to report to work shall receive at least one half ($\frac{1}{2}$) day's pay, except when work is held up due to weather conditions, when he shall be allowed and paid two (2) hours "show up" time.

120. When agreed to by the Employer and the Union, the Employer may institute a flexible work week consisting of four (4) ten (10) hour days during the week preceding, the week following, and/or the week of a holiday recognized under this Agreement. Where a flexible work week under this section is utilized and overtime work is necessary, the applicable overtime rate will be determined by the IRC.

121. **Shift Work.** Shift work may be performed on all work at the option of the Employer. However, when shift work is performed, it must continue for a period of not less than five (5) consecutive days. The day shift shall work a regular eight (8) hour shift, as outlined in **Paragraph 118**. Employees working the second (2nd) or third (3rd) shift shall receive pay for actual hours worked. The shift rate for an Employee on the second (2nd) or third (3rd) shift shall be fifteen percent (15%) over and above his wage. Overtime shall be paid for at time and one half ($1\frac{1}{2}$) the shift rate for the first two (2) hours of overtime

Monday through Friday and for the first eight (8) hours of work on Saturday. Double the shift rate shall be paid for all hours worked in excess of ten (10) in one (1) day Monday through Friday, in excess of eight (8) on Saturday, and for all work on Sunday and Holidays. An Employer is not required to work a first (1st) shift in order to have a second (2nd) shift for institutional or commercial work. In all other cases, the Employer shall have the option of working the first (1st) shift off the job site.

122. When an Employee works through two (2) consecutive shifts, he shall remain on overtime until he receives a shift break of a minimum of seven (7) hours prior to commencing work on the Employee's normally established shift.

123. **Maintenance Work.** Whenever industrial maintenance work is scheduled to be performed for a period of five (5) consecutive days or more, and the owner or his agent requests that such work be performed under the terms and conditions of the National Maintenance Agreement, any Employer not a signatory party to the National Maintenance Agreement may perform such work under the following local maintenance agreement.

124. All time worked before and after the regular work day set forth in **Paragraph 118** and all time worked on Saturdays shall be paid for at the rate of time and one half (1½) of the Employee's regular straight-time hourly rate of pay. All time worked on Sundays and holidays defined in **Paragraph 32** shall be paid for at a rate of double time.

125. Shift work may be performed on such work at the option of the Employer, but when performed it must continue for a period of five (5) consecutive work days. Employees on the first (1st) shift shall receive their regular straight-time hourly rate. Employees on the second (2nd) shift and the third (3rd) shift, if one is scheduled by the Employer, shall receive a shift premium of fifteen percent (15%) above his regular straight-

time hourly rate of pay. Employees working on the second (2nd) or third (3rd) shift shall only be paid for actual hours worked.

126. For purposes of this section, the term “industrial maintenance” shall be defined as any work performed of a renovation, replacement, repair or maintenance character within the limits of an industrial plant property or other locations related thereto.

127. Where the Employer is a signatory party to the National Maintenance Agreement, he shall have an option of using the National Maintenance Agreement or the above local maintenance agreement.

128. **Tools.** The Employer will furnish all tools necessary to complete the work. Every precaution shall be taken by the Employees against loss or misuse of tools. Theft or misuse of the Employer’s tools by the Employee to whom they are furnished is adequate reason for discharge.

129. **Mileage.** The Union will man all jobs within its geographical jurisdiction without travel expenses; provided, however, an Employee will be paid the IRS approved mileage expense allowance as travel expense whenever he is authorized to travel in his car from one job location to another job location during one work day.

130. **Parking.** Upon the presentation of a parking receipt, an employee will be reimbursed up to \$15.50 for parking during the contract.

131. No Employee will be reimbursed when free parking is provided within a quarter mile of the jobsite or free parking is provided with a shuttle service. When a shuttle service is provided, transportation between the jobsite and the shuttle area will be available throughout the workday.

132. **Jobs Outside Geographical Jurisdiction.** On contracts or jobs outside the geographical jurisdiction of the

Union, where local conditions permit, one Employee from the Detroit area may be employed and remain on the job until completion of the Employee's part of the work. This Employee shall receive pay for all regular hours consumed in traveling, together with transportation and expenses incidental thereto, and all the Employee's personal living expenses shall be paid to the Employee while on that job. Employees' travel pay and transportation expenses shall be paid only once each way from such work, unless special trips are authorized by the Employer. Expenses in excess of one Employee working outside the geographical jurisdiction of the Union shall be optional with the Employer.

ARTICLE XXI

Service Working Conditions

Scope of Service, Maintenance and Operations Work

133. This Agreement shall apply to and cover all work performed by the Employer, and all its subsidiaries and branches in the geographical territory of Appendix A, in order to keep existing mechanical, refrigeration and plumbing systems within occupied facilities operating in an efficient manner. This work shall include the inspection, service, maintenance, start-up, testing, balancing, adjusting, repair, modification and replacement of mechanical, refrigeration or plumbing equipment including related piping connections and controls in addition to all other service, maintenance and operations work in order to meet customer obligations. Temporary systems are to be considered service work.

134. For the purpose of instruction and training, non-bargaining unit employees of the Employer or the Employer's vendors or contractors may perform work of a technical nature related to testing, monitoring and diagnosing problems.

Classification of Employees

135. **Service Journeymen** must be skilled craftsmen in their trade, with a minimum of five (5) years actual, practical

working experience. They may be required to pass the UA STAR exam for Service Journeyman as to their skills. They shall be allowed to perform all of the work covered under this Agreement.

136. Mechanical Equipment 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 MES. An MES is to remain in the MES classification for a minimum of five (5) years. MES I shall be required to pass 120 hours of unpaid training in order to obtain the classification of MES II. MES II 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, MES may assist Journeymen in the repair of centrifugal and absorption machines, screw chillers and ammonia systems. MES may attain Service Journeyman status with sufficient training and work experience as described earlier in this paragraph.

137. Service Apprentices shall be governed by the JATC and shall be allowed to perform all work in the service and maintenance field limited only by their capabilities. They shall be under the direction of a MES or Service Journeyman.

138. Mechanical Equipment Tradesmen (MET) An MET shall be allowed to perform routine maintenance and inspections on all existing systems, including:

- a) Systems operations under contract with customer
- b) Filter changing
- c) Oiling and greasing
- d) Belt adjusting or replacement

- e) Cleaning of cooling towers, coils, evaporator and condenser tubes
- f) Water treatment
- g) General housekeeping
- h) Truck driving including pick-up and delivery of parts or equipment
- i) Indoor Air Quality (IAQ) related work
- j) Installation and replacement of all residential single unitary heating, air conditioning and plumbing systems
- k) Drain and sewer cleaning

139. No Employee shall receive any change in classification as defined in **Paragraph 135** to **Paragraph 138** or any reduction in their Wage and Fringe Benefit package as a result of this Agreement.

140. **Facilities Engineer** shall be an Employee qualified to do any and all work defined in this agreement who is assigned to a specific location and for whom the Wage and Fringe Benefit package will be negotiated on a site-specific basis.

141. The following work can be performed with any classification of Employees as defined in this section: Small works projects including, but not limited to, installation of comfort HVAC, all piping, refrigeration and complete mechanical systems for all retail gas stations, strip mall stores, all free standing fast food and convenience stores, restaurants/taverns and all commercial work involving a building not exceeding 25,000 square feet including the repair, remodeling or additions to said buildings and all residential housing not to exceed 20 families. The scope of work may be expanded with the concurrence of the Union.

Hiring and Use of Employees

142. The Employer reserves the right to perform background checks for Applicants and current Employees consistent with the MSCA/UA recommended guidelines (see Appendix C).

143. All Service Apprentices shall be under the supervision of the JATC until their training is satisfactorily completed.

144. The parties to this Agreement recognize the need to provide a drug-free and alcohol-free workplace. Therefore, the Union and the Association have in place a negotiated drug and alcohol policy which is consistent with the model plan recommended by the United Association/Mechanical Contractors Association of America, Inc. ("MCAA")

Wages, Benefits and Hours of Work

145. Eight (8) consecutive hours per day shall constitute a standard work day with a flexible starting time between 6:00 a.m. and 10:00 a.m. Forty (40) hours per week, five (5) consecutive days, Monday through Saturday, shall constitute a week's work or as mutually agreed to by the Employer and Employee with confirmation by the Union. By mutual agreement between the Employer and the Employee, the standard work week can be established to consist of four (4) consecutive ten (10) hour days.

146. All time worked before and after the established work day as described in **Paragraph 145**, and all work performed on Sundays shall be paid at a rate of time and one-half. All work on a holiday shall be paid at double time.

147. For all Employees covered by this Agreement wage rates, contributions or deductions for fringe benefit plans, programs, or funds, union dues, vacations, holidays, sick pay, ITF contributions and Piping Education Council contributions shall be in accordance with this Agreement.

148. In agreeing to pay fringe benefit funds for Employees established in this Agreement, the Employer hereby adopts and

agrees to be bound by the written terms of such legally established local trust agreements and the ITF trust agreement specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The Employer authorizes the parties to such local and ITF trust agreements to appoint Trustees and successor Trustees to administer the trust funds and hereby ratifies and accepts the Trustees so appointed as if made by the Employer.

149. If the Employer fails to make contributions to the trust funds set forth in **ARTICLE VI** and **ARTICLE VIII**, the Employer shall be liable for all costs of collecting the payments together with legal and audit fees, interest at the highest rate permitted by the state in which the delinquency occurred, and such late payment fees and liquidated damages as may be assessed by the trustees. If an Employer fails to make contributions to any of the Funds set forth in **ARTICLE VI** and **ARTICLE VIII**, such failure shall be grounds for termination of this Agreement with thirty (30) days written notice.

150. Service Journeymen - Rate of pay, fringes and benefits as specified in **ARTICLE V** for Journeyman Pipefitter.

151. Mechanical Equipment Servicemen (**MES**) – Rate of pay, fringes and benefits as specified in **ARTICLE V**.

152. Apprentices — Rate of pay, fringes and benefits as specified in **ARTICLE V**.

153. Mechanical Equipment Tradesmen (**MET**) – Rate of pay, fringes and benefits as specified in **ARTICLE V**. The Employer may carry all such Employees on a health/welfare plan from an alternate source as approved by the Union. The Employer is free to establish the wage and fringe benefits rates for each individual MET based on experience and training. A probationary MET may be disciplined and/or terminated for any reason in the sole discretion of the Employer without recourse to the grievance and arbitration provisions of this Agreement. When the Union is unable to provide qualified

Employees, the Employer may, upon notification to the Union, hire MET for a period not to exceed ninety (90) days, for the purpose of evaluating the capabilities of the Employee.

154. When an Employee reports for work during the regular work day and is not given the opportunity to work, and was not notified before completing the previous day's work, the Employee shall be paid two (2) hours "show-up" time.

155. **LAYOFF:** If an Employee is available for work and the Employer cannot provide at least thirty (30) hours work in one (1) week the Employer shall make the Employee eligible for unemployment compensation, upon request of the Employee, by laying the Employee off.

156. **Standby.** If an Employee is required to be on standby call during periods outside of the regular workday, Monday through Friday, the Employee shall receive the sum of one (1) hour straight time pay for each such day. This on-call fee shall be considered as compensated expenses for maintaining required facilities for this purpose. The Employee shall respond to any service calls received and be paid at his regular overtime rate. The Employee shall be paid travel time to and from any service calls taken.

157. An Employee not on stand-by call who accepts an emergency call after he arrives home from his regularly scheduled work day, shall be paid for the time spent on the job plus travel time from the Employee's home and back at the Employee's regular overtime rate. The Employee shall not be entitled to any compensated expenses outlined above.

158. If an Employee is required to be on stand-by call during periods outside the regular workweek, on Saturday's, Sundays and holidays, the Employee shall receive the sum of one (1) hour of pay at the rate of time and one-half (1½) for each such day. This on-call fee shall be considered as compensated expenses for maintaining required facilities for this purpose. The Employee shall respond to any service calls

received and be paid at the Employee's regular overtime rate. The Employee shall be paid travel time to and from any service calls taken.

159. An Employee not on stand-by call who accepts an emergency call shall be paid for the time spent on the job plus travel time from the Employee's home and back at the Employee's regular overtime rate. The Employee shall not be entitled to any compensated expenses outlined above.

160. Should a Project Maintenance Agreement ("PMA") or a Project Labor Agreement ("PLA") be entered into by the United Association or the Union, which contains wages and working conditions more advantageous than set forth in this Agreement, an Employer performing work covered by this Agreement shall be eligible for these more advantageous terms for work performed at the applicable PMA or PLA job site.

Temporary Shift Work Conditions

161. When so elected by the Employer, multiple eight (8) hour shifts may be worked on a temporary basis. When two (2) or three (3) shifts are worked, the first eight (8) hour shift shall be the day shift and shall be paid at the straight time hourly rate of pay. The second (2nd) and third (3rd) eight (8) hour shifts shall each be paid at a rate of fifteen percent (15%) above the straight time hourly rate of pay.

162. All time worked before and after the regularly established shift hours in any twenty-four (24) hour period, shall be at a rate of time and one-half (1½) of the Employee's regular shift rate of pay. Time worked on holidays shall be paid at a rate of double time.

163. When work cannot be performed during the normal established work day, special temporary working hours can be established by mutual agreement between the Employer and Union.

Permanent Shift Work Conditions

164. For plants, complexes and/or projects, a shift system may be utilized when work is performed on a seven (7) day continuing basis. The names of those Employees employed on permanent shifts will be published, showing shift rotation and the working shift or the day off for each Employee, for a period of at least three (3) months.

165. The shift rate premium for the second (2nd) shift shall be ten percent (10%) of the first (1st) shift rate and the shift rate premium for the third (3rd) shift shall be fifteen percent (15%) of the first (1st) shift rate.

166. The standard workday under permanent shift working conditions shall be eight (8) hours of continuous employment. Forty (40) hours per week shall constitute a week's work. All time worked in excess of eight (8) hours per day and all time worked on either one of the two scheduled days off shall be paid at a rate of time and one-half.

Safety

167. Employers, Employees and the Union recognize the importance of working in a safe environment. It is to the benefit of all parties to provide safety training and to comply with all safety regulations and policies.

Uniforms and Tools

168. All Employees shall keep themselves clean and neat. When special uniforms are required by the Employer, the Employer shall supply such uniforms.

169. Employees shall keep equipment and company-owned vehicles, within their control, in a neat, clean and safe condition.

170. Employees doing service or maintenance work shall be required to furnish hand tools, including an amprobe. However, in the case of the amprobe, the Employer agrees to keep it in repair under normal wear. Pipe threading and pipe cut-

ting tools, vises, welding torches, power tools and instruments for measuring temperatures, pressure and air velocities shall not be deemed hand tools and shall be furnished by the Employer. Employees' tools that are broken or damaged shall be repaired or replaced by the Employer. Employees shall be responsible for tools, equipment, vehicles and instruments supplied by the Employer, provided mutual security arrangements are made. Establishment of carelessness or negligence on the part of the Employee shall make the Employee liable for replacement of lost, damaged or stolen tools up to the deductible in the Employer's insurance policy.

Travel and Subsistence

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

172. The Employer shall provide Employees with a company vehicle when necessary in the performance of their duties. However, Employees covered by this Agreement are permitted, on a temporary basis, to use their personal vehicles for transportation from home location to job and from one job to another during the work day and may transport tools and materials. Under such circumstances Employees shall receive the current I. R. S. Auto Mileage Allowance per mile for the use of their vehicle.

173. 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.

174. All travel time, in excess of reasonable commuting time, before and after an Employee's normal work hours shall be paid for at straight time, and such travel shall not be considered hours worked and the pay therefore shall not be considered as pay for hours worked.

175. Reasonable commuting time shall be that time required for Employees to travel to and from job assignments within a fifty (50) mile radius or one (1) hour drive time of their established residence (normally the Employer's local office or a designated point to which the Employee is permanently assigned).

No Strike, No Lockout

176. Neither the Union nor any of the Employees covered by this Agreement will collectively, concertedly or individually induce, engage or participate, directly or indirectly, in any strike, picketing, slowdown, stoppage or other curtailment or interference with the Employer's operations, or interfere with the flow of materials or persons in or out of places where the Employer is doing business. In the event of the termination of this agreement and a subsequent work stoppage, the Employer and Employees working under this collective bargaining agreement shall recognize this work stoppage, except in the performance of service, maintenance and operations work as defined in **Paragraph 133** and all work covered under **Paragraph 180 to Paragraph 187** of this Agreement. All Employers working Employees under conditions of this paragraph shall be bound by the terms of this agreement on a day-by-day basis and all Employees so worked are to be bound by the terms of the newly negotiated agreement. The Union agrees to exert every effort through its international and local officers and representatives to end any unauthorized interruption of work. The Employer will not engage in any work slowdown or lock out any of the Employees covered by this Agreement.

177. The parties agree that, in the manner set forth in **ARTICLE XIV**, they will submit to arbitration all grievances and disputes that may arise between them and any misunder-

standings to the meaning or intent of all or any part of this Agreement. However, the Employer shall not be required to resort to the grievance and arbitration procedures prior to resorting to other remedies in the event of violation of **Paragraph 176**. In the event of a lockout, or a strike, slowdown, work stoppage, or other curtailment or interference with the Employer's operations the parties agree that any claims for relief, including damages, are to be immediately submitted to arbitration following the grievance procedure as set forth in **ARTICLE XIV**.

Grievance Procedure and Arbitration

178. Where a disagreement exists between the Employer and the Union concerning whether or not a given provision of this agreement should apply, or regarding the intent, meaning, application or compliance with the terms of this Agreement, it shall be resolved in accordance with the grievance procedure covered in **ARTICLE XIV** of this Agreement. Such disagreement shall be submitted in writing (see sample Grievance Form in Appendix D) for resolution within ten (10) days from the date of the occurrence or from the date it reasonably could have been discovered by the parties involved in accordance with the grievance procedure covered in this Article. There shall be no work stoppage during arbitration or grievance procedures.

179. With the mutual consent of the parties, any of the time limits set forth above may be extended and any of the steps may be waived.

New Construction, Installation and Remodel of Refrigeration Systems

180. This Section shall apply to the installation and remodel of all new or add-on refrigeration systems including ammonia, cryogenic cold box systems, supermarket refrigeration systems and ice rinks including fabricating, assembling, erecting, installing, and the handling, unloading, distributing, reloading and hoisting of all piping materials, appurtenances and

equipment used in connection with the installation of such systems by any method, including all hangers and supports of every description.

181. The work described in this section must be performed in accordance with the working conditions, Employee classifications, rates of pay and fringe benefit contributions of this agreement covering the installation work being performed. When those terms are not consistent with this section, this section shall prevail. Employees working under this section may be required to pass the UA STAR exam for Refrigeration.

182. By mutual agreement between the Employer and the Union, the standard work week (Monday – Friday) can be established to consist of four (4) consecutive ten (10) hour days. The pay for all hours worked, as described in this paragraph, shall be at the appropriate straight time rate and not subject to overtime provisions.

183. When so elected by the Employer, multiple eight (8) hour shifts may be worked on a temporary basis. When two (2) or three (3) shifts are worked, the first (1st) eight (8) hour shift shall be the day shift and shall be paid at the straight time hourly rate of pay. The second (2nd) and third (3rd) eight (8) hour shifts shall each be paid at a rate of fifteen percent (15%) above the straight time hourly rate of pay.

184. In agreeing to pay fringe benefits as established in this agreement, the Employer hereby adopts and agrees to be bound by the written terms of such legally established trust agreements and the ITF trust agreement specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The Employer authorizes the parties to such local and ITF trust agreements to appoint Trustees and successor Trustees to administer the trust funds and hereby ratifies and accepts the Trustees so appointed as if made by the Employer.

185. Service Employees as defined in **Paragraph 150** to **Paragraph 153** of this section, shall be allowed to perform all installation work in Independent Markets and Specialty stores with areas up to twenty-five thousand (25,000) square feet. This paragraph does not apply to the installation of systems in buildings that are under new construction (under a Building Trades Agreement) or chain food stores that are being completely renovated. Complete renovation is defined as the relocation of coolers, prep rooms and fixtures requiring the abandoning of existing refrigeration lines and the installation of new lines. Direct case replacement is considered service work.

186. In areas where conditions impede the Union and Employers from attaining work as outlined in this section, the provisions of this section may be modified by mutual agreement of the Union and the Association.

187. All other provisions of this Agreement shall apply to work described in this Article, except to the extent such provisions are specifically addressed in and inconsistent with the provisions of this Article, in which case this Article applies; however, the Employer has no greater duties or obligations and the Union has no greater rights than those provided in the National Service and Maintenance Agreement unless specifically provided in this Article.

ARTICLE XXII

Duration of Agreement

188. This Agreement is for the period July 25, 2008 through May 31, 2012, and it is mutually agreed that unless either the Association or the Union shall serve on the other party, not more than ninety (90) days nor less than sixty (60) days prior to its expiration date, written notice of termination or change desired in its terms, this Agreement shall continue in effect from year to year, with the right reserved for either the Association or the Union to serve upon the other party not more than ninety (90) days or less than sixty (60) days prior to its yearly

expiration date, written notice of termination of any change desired. Notice of a request for a change in the Agreement shall state what change is desired.

189. The Union and Association are hereby designated as the respective labor and management collective bargaining agents for all persons and firms bound by this Agreement, or those contracting or performing work covered by this Agreement and memoranda, for renegotiations, amendments, renewal, deletion, modification, extension, or any other changes as may be agreed upon by them. Each employer signatory to or performing work described herein, within the territorial jurisdiction of this Agreement, hereby agrees to be bound by any such renegotiations, amendments, renewal, deletion, modification or extensions on the same effective date as agreed upon between said Association and the Union. Should any changes be made during the life of this Agreement, as above provided, they shall be available, within a reasonable time, to all parties upon request. Notice of changes will be sent to all parties to request same and also furnish addresses.

IN WITNESS WHEREOF, the parties affix their signature and seal this 25th day of July, 2008.

Accepted by Representatives of:

**PIPEFITTERS, STEAMFITTERS,
REFRIGERATION AND AIR CONDITIONING
SERVICE LOCAL UNION NO. 636 OF THE
UNITED ASSOCIATION OF JOURNEYMEN AND
APPRENTICES OF THE PLUMBING AND PIPE
FITTING INDUSTRY OF THE UNITED STATES
AND CANADA, AFL-CIO**

By: _____
Frank Wiechert
Business Manager, Local 636

By: _____
Joseph Bourgeois
Asst. Bus. Manager, Local 636

Date: _____

**MECHANICAL CONTRACTORS ASSOCIATION
OF DETROIT, INC.**

By: _____

By: _____

Date: _____

APPENDIX B

Authorization for Check Off of Dues

TO: All Employer members of the MECHANICAL CONTRACTORS ASSOCIATION OF DETROIT, INC. and to ANY OTHER EMPLOYER WHO HAS SIGNED A COLLECTIVE BARGAINING AGREEMENT WITH PIPEFITTERS, STEAMFITTERS, REFRIGERATION AND AIR CONDITIONING SERVICE LOCAL UNION NO. 636 of METROPOLITAN DETROIT AREA, MICHIGAN

I hereby assign to PIPEFITTERS, STEAMFITTERS, REFRIGERATION AND AIR CONDITIONING SERVICE LOCAL UNION NO. 636 of METROPOLITAN DETROIT AREA, MICHIGAN, hereinafter referred to as the "Union" from any wages earned or to be earned by me as your Employee the current allocated sum per hour from each hour worked, whether on straight time or overtime, as part of my membership dues to the Union, or as an administrative fee for collective bargaining services on my behalf, by the Union. I authorize and direct you to deduct such amount from my pay and to remit the same to the Union at such times and in such manner as may be agreed upon between the Mechanical Contractors Association of Detroit, Inc. (hereinafter referred to as the "Association") and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery to you or until the termination of the collective bargaining agreement between the Association or you, my Employer, and the Union, which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective bargaining agreement between

the Association or you, my Employer, and the Union, whichever shall be shorter, unless written notice is given by me to the Association or to you, my Employer, and the Union not more than thirty (30) days and not less than five (5) days prior to the expiration of each period of one (1) year or of each applicable collective bargaining agreement between the Association or you, my Employer, and the Union, whichever occurs sooner.

This authorization is made pursuant to the provisions of Section 302(c) of the Labor-Management Relations Act of 1947, as amended, and otherwise.

(Signature of Employee)

(Date of Signature)

(Address of Employee)

(Social Security Number)

(City)

(State) (Zip Code)

(Date of Delivery to Agent of Employer)

APPENDIX C

MSCA/UA Background Check Guidelines

The UA and MSCA have agreed to the following Guidelines for Employers signatory to this Agreement who wish to conduct background checks on new Applicants and current Employees. Employers may adopt policies so long as they are fully consistent with these Guidelines.

1) An Employer may conduct background checks as described herein on all Applicants for employment or current Employees as required by an Employer's customer.

2) An Employer may directly, or through the use of a "consumer reporting agency" (as defined in the Fair Credit Reporting Act ("FCRA")):

- a. obtain criminal conviction records (non-juvenile and within the past seven (7) years);
- b. obtain driving records (when the Employee's duties include or are expected to include operation of a company vehicle);
- c. conduct a Social Security trace
- d. verify references;
- e. verify employment history; and
- f. any other information as may be required by Customer.

3) An Employer may not conduct a personal credit check or an investigative consumer report which would provide information on an individual's character, general reputation, personal characteristics or mode of living.

4) Individuals for whom a background check is conducted may be required to execute an Authorization Form allowing such background check. Such authorizations shall not require any individual to waive rights available to him under the

FCRA or other applicable law, or to relieve an Employer of liability under the FCRA or applicable law in connection with such background check.

5) Individuals shall be provided, upon request, with a complete and accurate disclosure of the nature and scope of the background check, and a copy of any report (free of charge) prepared with respect to the individual.

6) If an Employer takes adverse action against an individual based on a background check, the Employer must notify the individual that adverse action has been taken for this reason, and must provide the individual with the opportunity to appeal that decision. The Employer will also provide a written notice of his rights under FCRA and any other applicable law. Adversely affected Employees will have access to the Agreement's grievance and arbitration provisions.

7) All background checks shall comply fully with applicable law, including but not limited to the FCRA.

APPENDIX D
SAMPLE FORM for FILING GRIEVANCE

Date

Name of Grievant:

Address:

Name of Party against whom
the Grievance is Filed:

Address

Job Name/Location:

Local Union No. and Union
Representative:

Date of Violation:

Article(s) and Section(s) Violated:

Brief Description of Violation:

(Attach additional sheets if necessary)

Relief Requested by the Grievant (be specific):

Grievant's Signature:

Date:

APPENDIX E

MEMBER AND UNION RESPONSIBILITIES:

To ensure the **Standard for Excellence** platform meets and maintains its goals, the Union Business Manager, in partnership with his implementation team, including 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, every day 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, emergencies excepted.)

- 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 Union and International Training and certification systems to the membership so they may continue on the road of lifelong learning, thus ensuring our members are the most highly trained and sought after tradesmen.

- 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 (such as jurisdictional disputes) on the job and safely work towards the on-time completion of the project in an auspicious manner.

- Respect the Union, the Customer, and Employer by dressing in a manner appropriate for our highly skilled and professional craft (offensive words and artwork are not acceptable.)

- Respect and obey Employer and Customer rules, policies, procedures and properties. (Waste and property destruction will not be tolerated.)
- Follow safe, reasonable and legitimate management directives.

EMPLOYER AND MANAGEMENT RESPONSIBILITIES:

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

- Notify the Business Manager of the reason when ineffective Superintendents, General Foremen, Foremen, Journeyworkers and Apprentices are dismissed due to performance.
- Provide worker recognition for a job well done.
- Ensure that all necessary tools and equipment are readily available to Employees.
- Minimize Employee downtime by ensuring blueprints, specifications, job layout instructions and material are readily available in a timely manner.
- Provide proper storage for Employer and Employee tools.
- Provide the necessary leadership and problem-solving skills to jobsite supervision.
- Ensure jobsite leadership takes the necessary ownership of mistakes created by management decisions.
- Encourage Employees, but if necessary, be fair and consistent with discipline.
- 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 **Standard for Excellence**.

- Treat all Employees in a respectful and dignified manner, acknowledging their contributions to a successful project

- Cooperate and communicate with the steward

PROBLEM RESOLUTION THROUGH THE STANDARD FOR EXCELLENCE POLICY:

Under the **Standard for Excellence** it is understood, that members through the Union, and management through the signatory Employers, have duties and are accountable in achieving successful resolutions.

MEMBER AND UNION RESPONSIBILITIES:

- The Union and the steward will work with members to correct and solve problems related to job performance.

- Stewards shall be provided with steward training to ensure that members abide by the **Standard for Excellence**.

- Regular meetings will be held where the steward along with UA supervision will communicate with the management team.

- The steward shall communicate with the members about issues affecting work progress.

- The Union Business Manager or his delegate will conduct regularly scheduled meetings to discuss and resolve issues affecting compliance of the **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 as outlined in the CBA and this **Standard for Excellence** shall be brought before the Union Executive Board. The Union's role is to use all available means to correct the compliance problem including imposing fines or suspension from the out of work list for a designated period of time.

EMPLOYER AND MANAGEMENT RESPONSIBILITIES:

- When appropriate, meetings will be held where the management team and UA supervision will communicate with the steward.

- Management will address concerns brought forth by the steward or UA supervision in a professional and timely manner.

- In the event that the Employee is unwilling or unable to perform to the goals of the **Standard for Excellence**, management must make a decision regarding his/her further employment.

ADDITIONAL JOINTLY SUPPORTED METHODS OF PROBLEM RESOLUTION:

- In the event an issue is irresolvable at this level, the Union or the Employer may call for a contractually established Labor/Management meeting to resolve the issues.

- Weekly job progress meetings should be conducted with UA supervision and management.

- The Union or the Employer 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 **Standard for Excellence** policy (certification will be developed by the Association and the Union.)

ADDITIONAL JOINTLY SUPPORTED METHODS OF PROBLEM RESOLUTION

Requirement And Procedures

In order to enforce the **Standard for Excellence** policy, discharge for cause terminations shall be administered in a consistent fashion.

1. After the 1st discharge for cause the member will meet with the Union Business Manager

2. After the 2nd discharge for cause within 24 months the member will meet with the Union Business Manager and the Union's Executive Board and may be required to visit the Workers Assistance Program for an evaluation and or treatment. A report of action taken shall be distributed to management through the Joint Labor/Management Cooperative Committee.

3. After the 3rd discharge for cause within 24 months the member will meet with the Enforcement Committee (as described below) who shall review the facts, make a recommendation for action with a maximum penalty of permanent elimination from the out of work list.

ENFORCEMENT COMMITTEE

An Enforcement Committee is hereby established which shall be comprised of three individuals including: One member appointed by the Union, one Employer member appointed by the Association and a member of the public who shall be a neutral third party selected by mutual agreement of the Union and the Association.

Either party can request the removal of the neutral third party. The Enforcement Committee shall have the power to make a final and binding decision on any matter referred to it which shall be complied with by the member, the Union, Signatory Employers and the Association.

Any infraction of the **Standard for Excellence** policy shall be removed from the member's work history after two years, without an additional infraction (excluding apprentices).

Apprentice compliance to the **Standard for Excellence** shall be administered exclusively by the JATC.

If a member is aggrieved by any action taken under this **Standard for Excellence** policy and his/her complaint cannot be resolved, the complaint may, if the member or the Union requests be referred as a grievance under the grievance and arbitration provisions of the Collective Bargaining Agreement. In the event the matter is referred to arbitration, the provision of this Policy shall bind the arbitrator to disciplinary action set forth in this **Standard for Excellence**.

Employers not complying with their responsibilities under the **Standard for Excellence** policy shall be administered in a consistent fashion.

1st Non-compliance the Employer will meet with the Managing Director of the Association

2nd Non-compliance within 24 months, the Employer will meet with the Managing Director of the Association and the Association's Executive Board.

3rd Non-compliance within 24 months the Employer will meet with the Enforcement Committee (as described above) with the maximum penalty of not being able to utilize the policy in their company marketing, advertise to Customers their compliance in the policy or participate in the administration of the policy.

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50 ARTICLES OF JURISDICTION OF THE U.A.

1. All piping for plumbing, water, waste, floor drains, drain grates, supply leader, soil pipe, grease traps, sewage and vent lines.
2. All piping for water filters, water softeners, water meters and the setting of same.
3. All cold, hot, and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above mentioned equipment.
4. All water services from mains to buildings, including water meters and water meter foundations.
5. All water mains from whatever source, including branches and fire hydrants, etc.
6. All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc.
7. All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and washrooms, shower stalls, etc.
8. All bathroom, toilet room and shower room accessories, i.e., as towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.
9. All lawn sprinkler work, including piping, fittings, and lawn sprinkler heads.
10. All sheet lead lining for X-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipefitting industry.

11. All fire standpipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories, and all piping for sprinkler work of every description.
12. All block tin coils, carbonic gas piping, for soda fountains and bars, etc.
13. All piping for railing work, and racks of every description, whether screwed or welded.
14. All piping for pneumatic vacuum cleaning systems of every description.
15. All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil, or gas, used in connection with railway cars, railway motorcars, and railway locomotives.
16. All marine piping, and all piping used in connection with ship building and ship yards.
17. All power plant piping of every description.
18. The handling, assembling, and erecting, of all economizers, super-heaters, regardless of the mode or method of making joints, hangers, and erection of same.
19. All internal and external piping on boilers, heaters, tanks, and evaporators, water legs, water backs and water grates, boiler compound equipment, etc.
20. All soot blowers and soot collecting piping systems.
21. The setting, erecting, and piping, for all smoke consuming and smoke washing and regulating devices.
22. The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards, and other controls used in connection with power, heating, refrigerating, air conditioning, manufacturing, mining, and industrial work.
23. The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers, and all piping for same in

power houses, distributing and boosting stations, refrigeration, bottling, distilling, and brewing plants, heating, ventilating and air-conditioning systems.

24. All piping for artificial gases, natural gases, and holders and equipment for same, chemicals, minerals and by-products and refining of same, for any and all purposes.

25. 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.

26. All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.

27. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, and mixing devices, and piping thereto of every description.

28. The setting, erecting and piping of all cooling units, pumps, reclaiming systems, and appurtenances, in connection with transformers, and piping to switches of every description.

29. All fire extinguishing systems, and piping, whether by water, steam, gas, or chemical, fire alarm piping, and control tubing, etc.

30. All piping for sterilizing, chemical treatment, deodorizing, and all cleaning systems of every description, and laundries for all purposes.

31. All piping for oil, or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.

32. All piping for power, or heating purposes, either by water, air, steam, gas, oil, chemicals, or any other method.

33. All piping, setting and hanging of all units and fixtures for air-conditioning, cooling, heating, roof cooling, refriger-

ating, ice making, humidifying, dehumidifying, dehydrating, by any method, and the charging and testing, servicing of all work after completion.

34. All pneumatic tube work, and all piping for carrying systems by vacuum, compressed air, steam, water, or any other method.

35. All piping to stoves, fire grates, blast and heating furnaces, ovens, dryers, heaters, oil burners, stokers and boilers and cooking utensils, etc., of every description.

36. All piping in connection with central distributing filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorinating and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, and aeration basins.

37. All process piping for refining, manufacturing, industrial, and shipping purposes, of every character and description.

38. All air piping of every description.

39. All temporary piping of every description in connection with building and construction work, excavating and underground construction.

40. The laying out and cutting 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.

41. The handling and setting of boilers, setting of fronts, setting of soot blowers, and attaching of all boiler trimmings.

42. All pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts, and water lines, and booster stations of every description.

43. All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints, or any other mode or method of making joints in connection with the pipefitting industry.
44. Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.
45. All methods of stress relieving of all pipe joints made by every mode or method.
46. The assembling and erecting of tanks, used for mechanical, manufacturing, or industrial purposes, to be assembled with bolts, packed, or welded joints.
47. 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 the pipefitting industry.
48. The operation, maintenance, repairing, servicing, and dismantling of all work installed by Journeymen members of the United Association.
49. All piping for cataracts, cascades, (i.e., artificial water falls), make-up water fountain, captured waters, water towers, cooling towers, and spray ponds, used for industrial, manufacturing commercial, or for any other purposes.
50. Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, wood, or any other kind of material, or product manufactured into pipe, usable in the pipefitting industry, regardless of size or shapes.