MEMORANDUM OF UNDERSTANDING

WHEREAS the Mechanical Contractors Association of Detroit, Inc. (Association) and Pipefitters, Steamfitters, Refrigeration and Air Conditioning Service Local Union No. 636 of Metropolitan Detroit Area, Michigan (Union) are parties to a collective bargaining agreement (the "CBA") effective July 25, 2008, through May 31, 2012 (CBA);

WHEREAS, the parties desire to amend the CBA;

NOW THEREFORE IT IS AGREED to amend the CBA as follows effective September 27, 2010:

1. The following provisions of the CBA shall be amended/added:

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

54. **Insurance Fund.** The Employer agrees to pay to Pipefitters Local No. 636 Insurance Fund for each Employee covered 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. Coverage for Retirees and their dependents shall cease as of the date set forth in paragraph 54a.

54a. **Retiree Insurance Fund.** The Retiree Insurance Fund is created effective September 27, 2010. There are no vested benefits in the Retiree Insurance Fund. The Employer agrees to pay to Pipefitters Local No. 636 Retiree Insurance Fund

for each Employee covered by this Agreement, the current allocated sum for the Retiree Insurance Fund for each hour worked. Such amounts shall accumulate in the Retiree Insurance Fund and at such time as assets are sufficient to pay benefits, as determined by the bargaining parties, then coverage for Retirees and their dependents shall cease under the Insurance Fund and shall be provided by the Retiree Insurance Fund.

2. The Wage and Fringe Benefit package shall be amended as set forth on the attached Wage Sheets.

WHEREFORE, the parties have executed this Memorandum of Understanding.

PIPEFITTERS, STEAMFITTERS, REFRIGERATION, AND AIR CONDITIONING SERVICE LOCAL NO. 636 OF METROPOLITAN DETROIT AREA, MICHIGAN

By: _____

MECHANICAL CONTRACTORS ASSOCIATION OF DETROIT, INC.

By: _____

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