

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the MECHANICAL CONTRACTORS ASSOCIATION OF DETROIT, INC. (hereinafter referred to as the "Association"), and JOURNEYMEN PLUMBERS LOCAL NO. 98 (hereinafter referred to as the "Union").

**WITNESSETH:**

**WHEREAS**, on June \_\_\_\_\_, 2011, the parties agreed upon the terms of a new collective bargaining agreement for the period from June 28, 2011 through May 31, 2014 (the "CBA"); and

**WHEREAS**, subsequently the parties desire to amend the CBA to provide for an increase in Union dues as well as to amend the dues language in **Paragraph 6** and the authorization for the check off of union dues in Appendix B of the CBA,

**NOW, THEREFORE, IT IS AGREED:**

1. The Wage and benefit schedule for the Unrestricted Journeyman of the CBA is amended to read as follows:

**Effective the first full payroll period on or after December 26, 2011.**

	<b><u>BTJ WORK</u></b>	<b><u>Lt. Comm/SR SRC Work</u></b>
<b>Taxable Gross Wage</b>	<b>\$37.08</b>	<b>\$24.31</b>
Vacation & Holiday (taxable, included in check)	(4.00)	(1.00)
Dues Check-Off - General Dues (taxable)	(0.40)	(0.20)
Working Dues (taxable)	(1.38)	(0.81)
Union Hall Fund (taxable)	<u>(1.10)</u>	<u>(0.15)</u>
<b>Straight Time Hourly Rate of Pay</b>	<b>\$30.20</b>	<b>\$22.15</b>
 Insurance	 \$11.00	 \$7.06
Health Reimbursement Account (HRA)	0.35	0.00
Pension Defined Benefit	9.80	8.50
Pension Defined Contribution	1.00	0.00
S.U.B. Fund	1.52	0.75
Piping Education Council	0.47	0.47
Labor Management Cooperation Committee	0.10	0.10
Training Fund	1.56	0.91
International Training Fund	0.10	0.05
Industry Apprenticeship Reimbursement Fund	<u>0.18</u>	<u>0.03</u>
<b>Total Non-Taxable Fringe Package</b>	<b>\$26.08</b>	<b>\$17.87</b>

**Total Wage and Fringe costs are:**

Unrestricted Journeyman

**\$63.16 (\$34.20 Hourly Rate on check + \$28.96 Fringe)**

Lt. Comm/S.R. or SRC Work

**\$42.18 (\$23.15 Hourly Rate on check + \$19.03 Fringe)**

2. Paragraph 6 of the CBA is amended to read as follows:

All Employees, who are members of the Union at the time of the signing of this Agreement, shall remain members in good standing as a condition of their employment. All other Employees shall, as a condition of their continued employment, become and remain members in good standing of the Union after a ninety (90) day probationary period. The Employer shall notify the Union of the Employee's hire and pay the Employee the appropriate fringe benefits from the first day of employment. Union dues/administrative fees for collective bargaining services shall be withheld from employee gross wages and remitted by the Employer, pursuant to paragraphs 7 through 9, below, after seven (7) days of employment, provided the employee has duly executed the authorization form set out in Appendix B. During the ninety (90) day probationary period, the Joint Apprenticeship Training Committee (JATC) shall test each Employee and determine the classification for which the Employee is qualified. This information shall be supplied to the Union Examining Board. The Union will make the final decision to initiate the candidate.

3. Appendix B of the CBA is amended to read as follows:

## 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 PLUMBERS LOCAL NO. 98, DETROIT, MICHIGAN, OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO.

I hereby assign to PLUMBERS LOCAL NO. 98, DETROIT, MICHIGAN, OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO., 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)

**WHEREFORE**, the parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives on the day and year first written above.

**PLUMBERS LOCAL UNION NO. 98  
of the UNITED ASSOCIATION OF  
JOURNEYMEN AND APPRENTICES OF  
THE PLUMBING AND PIPEFITTING  
INDUSTRY OF THE UNITED STATES  
AND CANADA, AFL-CIO**

By:   
Carlo Castiglione  
Business Manager, Local 98

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

By: 

By: \_\_\_\_\_

Date: 12-16-2011

Date: 12-27-2011