
AGREEMENT

between

MECHANICAL CONTRACTORS ASSOCIATION OF DETROIT, INC.



and

LOCAL 98
Serving Michigan Since 1893



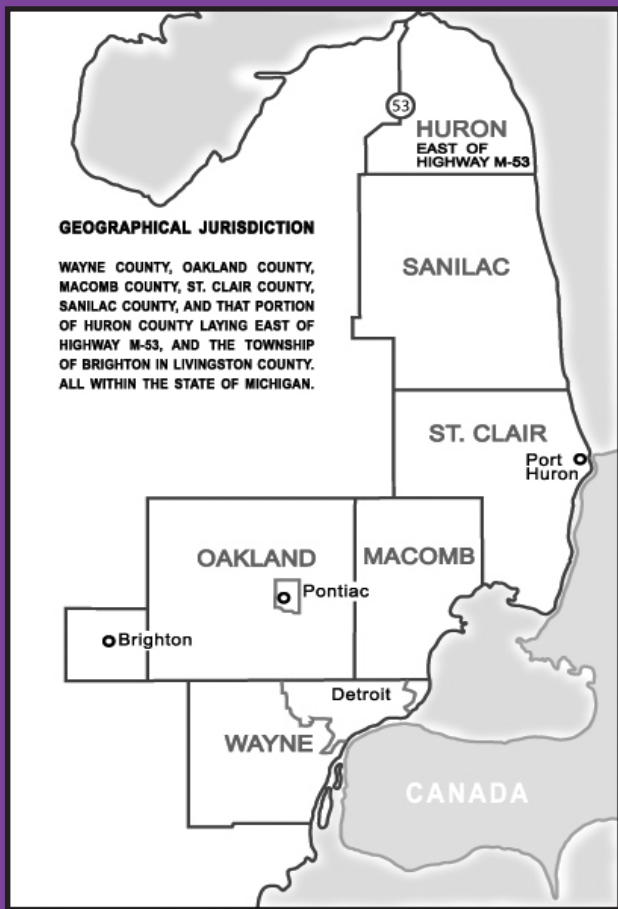
**Industrial • Commercial
Residential • Service**

JOURNEYMEN PLUMBERS LOCAL NO. 98 of Detroit, Michigan

Effective
June 2, 2014 through May 31, 2019

APPENDIX A

SOUTHEASTERN MICHIGAN



JURISDICTIONAL MAP

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WAGE AND BENEFIT SCHEDULE

UNRESTRICTED JOURNEYMAN

Effective the first full payroll period on or after June 2, 2014.

	<u>BTJ WORK</u>	<u>Lt. Comm/SR SRC Work</u>
Taxable Gross Wage	\$38.87	\$24.51
Vacation & Holiday (taxable, included in check)	(4.00)	(1.00)
Dues Check-Off - General Dues (taxable)	(0.40)	(0.20)
Working Dues (taxable)	<u>(1.63)</u>	<u>(0.96)</u>
Straight Time Hourly Rate of Pay	\$32.84	\$22.35
Insurance	\$8.25	\$7.06
Health Reimbursement Account (HRA)	0.65	0.50
Pension Defined Benefit	12.45	9.00
Pension Defined Contribution	1.00	0.00
S.U.B. Fund	1.39	0.75
Piping Education Council	0.47	0.47
Training Fund	1.44	0.91
International Training Fund	0.10	0.05
Industry Apprenticeship Reimbursement Fund	<u>0.34</u>	<u>0.13</u>
Total Non-Taxable Fringe Package	\$26.09	\$18.87

Total Wage and Fringe costs are:

Unrestricted Journeyman

\$64.96 (\$36.84 Hourly Rate on check + \$28.12 Fringe)

Lt. Comm/S.R. or SRC Work

\$43.38 (\$23.35 Hourly Rate on check + \$20.03 Fringe)

Negotiated increases for Unrestricted Journeyman effective the first full payroll period on or after June 1st of the applicable year:

- 2015 \$1.05 for Unrestricted Journeyman when working on BTJ Work (\$0.25 to be allocated to a Health Reimbursement Account ("HRA") and \$0.20 will be allocated to an Individual SUB Account.)
\$0.35 for Lt. Commercial/S.R. Journeyman (\$0.25 to be allocated to HRA and \$0.10 to DB Pension)

- 2016 \$0.90 for Unrestricted Journeyman when working on BTJ Work (\$0.25 to be allocated to a HRA and \$0.20 will be allocated to an Individual SUB Account)
\$0.25 for Lt. Commercial/S.R. Journeyman (\$0.25 to HRA)
- 2017 \$0.90 for Unrestricted Journeyman when working on BTJ Work
\$0.25 for Lt. Commercial/S.R. Journeyman
- 2018 \$0.90 for Unrestricted Journeyman when working on BTJ Work
\$0.25 for Lt. Commercial/S.R. Journeyman

APPRENTICE

Effective the first full payroll period on or after June 2, 2014

	<u>1st</u> <u>Year</u>	<u>2nd</u> <u>Year</u>	<u>3rd</u> <u>Year</u>	<u>4th</u> <u>Year</u>	<u>5th</u> <u>Year</u>
Taxable Gross Wage	\$13.50	\$16.50	\$19.00	\$21.50	\$24.00
V&H (taxable, included in check)		(1.00)	(1.00)	(1.00)	(1.00)
Working Dues (taxable)	<u>(0.50)</u>	<u>(0.50)</u>	<u>(0.50)</u>	<u>(0.50)</u>	<u>(0.50)</u>
Straight Time Hourly Rate of Pay	\$13.00	\$15.00	\$17.50	\$20.00	\$22.50
Insurance	\$4.50	\$4.75	\$4.80	\$4.85	\$5.10
HRA	0.50	0.50	0.50	0.50	0.50
Pension Defined Benefit	1.83	3.50	3.50	3.50	3.50
S.U.B. Fund	0.10	0.10	0.10	0.10	0.50
Piping Education Council	0.30	0.30	0.30	0.30	0.30
Training Fund	0.05	0.10	0.10	0.10	0.10
International Training Fund	0.05	0.05	0.05	0.05	0.05
I. A. R. F.	<u>0.10</u>	<u>0.10</u>	<u>0.10</u>	<u>0.10</u>	<u>0.10</u>
Total Non-Taxable Fringe Package	\$7.43	\$9.40	\$9.45	\$9.50	\$10.15

Total Wage and Fringe costs are:

1st Year = \$20.93	(\$13.00 Hourly Rate on Check + \$7.93 Fringe)
2nd Year = \$25.90	(\$16.00 Hourly Rate on Check + \$9.90 Fringe)
3rd Year = \$28.45	(\$18.50 Hourly Rate on Check + \$9.95 Fringe)
4th Year = \$31.00	(\$21.00 Hourly Rate on Check + \$10.00 Fringe)
5th Year = \$34.15	(\$23.50 Hourly Rate on Check + \$10.65 Fringe)

2015	\$0.25 to HRA
2016	\$0.25 to HRA
2017	\$0.25
2018	\$0.25

Each Apprentice who possesses one or more of the following certificates/licenses shall receive \$1.00 an hour over the applicable Apprentice Wage Rate for each hour worked by the Apprentice when actively using such certificate(s)/license(s). Such certification/license are:

- i. Backflow or Cross Connection
- ii. Plumbing License
- iii. Medical Gas
- iv. Welding Certifications UA-1, UA-21, UA-22 and UA-41

METAL TRADES PLUMBER

Effective the first full payroll period on or after June 2, 2014

	<u>Helper</u>
Taxable Gross Wage	\$13.33
Working Dues (taxable)	(0.58)
Straight Time Hourly Rate of Pay	\$12.75
Insurance	3.37
Piping Education Council	0.15
Training Fund	0.10
International Training Fund	0.05
I. A. R. F.	<u>0.10</u>
Total Non-Taxable Fringe Package	\$3.77

	<u>2nd Period</u>	<u>3rd Period</u>	<u>Metal Trades Plumber</u>
Taxable Gross Wage	\$15.41	\$18.11	\$20.48
Vacation and Holiday (taxable, included in check)	(1.25)	(1.25)	(1.25)
Working Dues (taxable)	<u>(0.75)</u>	<u>(0.75)</u>	<u>(0.75)</u>
Straight Time Hourly Rate of Pay	\$13.41	\$16.11	\$18.48
Insurance		6.57	
Defined Contribution Retirement Fund		1.75	
Piping Education Council		0.15	
Training Fund		0.61	
International Training Fund		0.05	
I. A. R. F.		<u>0.10</u>	
Total Non-Taxable Fringe Package		\$9.23	

New Metal Trades Plumbers must work 90 days prior to participating in the Plumbers Local No. 98 Defined Contribution Retirement Fund.

Total Wage and Fringe costs are:

Helper	\$17.10	(12.75 Hourly Rate on Check + \$4.35 Fringe)
2nd Period	\$24.64	(13.41 Hourly Rate on Check + \$11.23 Fringe)
3rd Period	\$27.34	(16.11 Hourly Rate on Check + \$11.23 Fringe)
Metal Trades Plumber	\$29.71	(18.48 Hourly Rate on Check + \$11.23 Fringe)

Metal Trades Plumbers may be employed by the Employer on any work except work which requires a building permit.

WORKING PRINCIPAL

Effective the first full payroll period on or after June 2, 2014

Working Dues (taxable)	(\$0.65)
Pension Defined Benefit	10.30
Piping Education Council	0.47
Training Fund	1.44
International Training Fund	0.05
Industry Apprenticeship Reimbursement Fund	<u>0.49</u>
Total Fringe Package	\$13.40

At their option the Working Principal may also participate in the Insurance and Pension Defined Contribution Funds.

Contact the Third Party Administrator for the rates and regulations.

SUMMER WORKER

Effective the first full payroll period on or after June 2, 2014

Taxable Gross Wage	\$14.55
Working Dues (taxable)	<u>(0.55)</u>
Straight Time Hourly Rate of Pay	\$14.00
Piping Education Council	0.15
International Training Fund	0.05
I. A. R. F.	<u>0.10</u>
Total Non-Taxable Fringe Package	\$0.30

Total Wage and Fringe costs are:

\$14.85 (14.00 Hourly Rate on Check + \$0.85 Fringe)

The Employer shall have the right to employ Summer Workers from April 1st to October 1st of any year providing that no Apprentices are unemployed. Said period may be extended by the written agreement between the Employer and the Union. The Summer Worker shall be permitted to perform the duties of a first (1st) Year Apprentice including, but not limited to material handling, digging and job site clean up. Summer Workers must have a work permit issued by the Union. The Summer Worker shall receive at least the wage for a first (1st) Year Apprentice and pay the Working Dues specified in the "Wage and Benefit Schedule" of this Agreement.

RESIDENTIAL SUMMER WORKER

Effective the first full payroll period on or after June 2, 2014

Taxable Gross Wage	\$10.25
Working Dues (taxable)	<u>(0.25)</u>
Straight Time Hourly Rate of Pay	\$10.00
Piping Education Council	0.15
International Training Fund	0.05
I. A. R. F.	<u>0.10</u>
Total Non-Taxable Fringe Package	\$0.30

Total Wage and Fringe costs are:

\$10.55 (10.00 Hourly Rate on Check + \$0.55 Fringe)

An Employer may employ up to two (2) Residential Summer Workers at any time to perform residential work.

APPLICANT

Effective the first full payroll period on or after June 2, 2014

Taxable Gross Wage	\$12.50
Working Dues (taxable)	<u>(0.50)</u>
Straight Time Hourly Rate of Pay	\$12.00
Insurance	6.00
Piping Education Council	0.30
I. A. R. F.	<u>0.10</u>
Total Non-Taxable Fringe Package	\$6.40

Total Wage and Fringe costs are:

\$18.90 (12.00 Hourly Rate on Check + \$6.90 Fringe)

Applicants shall not contribute to the Plumbers Local No. 98 Defined Benefit Pension Fund.

AGREEMENT

Preamble

This Agreement is made and entered into this 2nd day of June, 2014, by and between the MECHANICAL CONTRACTORS ASSOCIATION OF DETROIT, INC., hereinafter referred to as the “Association,” representing its individual members who are hereinafter referred to as “Employer,” and 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.”

ARTICLE I

Management Rights

1. The Employer shall retain all rights, powers and authority the Employer had prior to entering into this Agreement, including, but not limited to, the sole right to manage its business and direct its work force; man and deman its 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 State-approved material and safety-approved equipment on or off the jobsite; to maintain order and efficiency on the jobsite including the right to hire, assign, transfer and direct its Employees and to select and appoint supervision. The Employer shall have the right to select anyone on the Union’s out-of-work list, regardless of their position on such a list, to work as a foreman or in any other supervisory capacity, to determine whether or not a foreman will be a working or non-working foreman; and to determine the starting and quitting time. The exercise of the foregoing powers and rights shall be limited only by the express and specific terms of this Agreement.

2. The Union shall provide men when available for all jobs of the Employers which come within the geographical jurisdiction of the Union. The geographical jurisdiction of the Union is shown in the map which is attached to this Agreement as **Appendix A**. There shall be no limitation imposed by the Union upon the amount of work any Employee may perform.

3. 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 agree that the employment, referral, selection or termination of all Employees shall be on the basis of qualifications without regard to race, color, sex, religion, national origin or ancestry.

4. No Employer shall use its right of transfer to terminate an Employee.

5. The Managing Director of the Association, or those designated by the Managing Director of the Association, shall be permitted to review the Union's out-of-work list at any time.

ARTICLE II

Union Dues

6. There shall be a ninety (90) day probationary period for all Bargaining Unit Employees. 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.

7. **Dues** – The Employer members of the Association agree to designate an Agent for the receipt of dues deduction authorizations. 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 specified in the Wage and Fringe Benefit Schedule, and on such basis, as is set out in **Paragraph 8**, for the Employees covered by said authorizations and shall remit the same to the 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 or other forms of liability that may arise out of or by reason of an Employer's deduction of working dues pursuant to this paragraph.

8. There shall be two (2) classes of union dues under this agreement, “Working Dues” and “General Dues”. The amounts referred to in the “Wage and Benefit” schedule for each classification and for the appropriate time period shall be deducted and remitted to the Union as working dues for all hours worked, whether on a straight time or overtime basis, and remitted to the Union, pursuant to the provisions of **Paragraph 7** provided the Employee has executed an authorization form allowing for such payment and deductions.

9. The applicable amount specified as “General Dues” in the “Wage and Benefit Schedule” of this agreement shall be deducted from the pay of all Journeymen and remitted to the Union provided a voluntary written authorization has been obtained pursuant to the provisions of **Paragraph 7**. When work is performed on an

overtime basis, the payment shall be one and one-half (1½) times or double (2) the amount of General Dues depending upon what basis the overtime work is performed. The overtime portion of any General Dues payment shall not be remitted to the Union but shall be paid directly to the Employee in their regular paycheck.

ARTICLE III

Union Stewards

10. The Employer recognizes the right of the Union to appoint a working Steward from the members of the Union working on the job. The appointment 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 legitimate 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 the Employee's appointment as Steward is given to the Employer at the Employer's main office within the geographical jurisdiction of the Union.

ARTICLE IV

Wages, Fringes, Travel and Parking

11. The term "Taxable Gross Wage" shall mean a sum equal to the total of an Employee's applicable straight time hourly rate of pay, applicable hourly Vacation and Holiday contribution and applicable hourly General and Working dues payments. For the duration of this contract the Taxable Gross Wage for each Employee shall be as indicated in the "Wage and Benefit Schedule" at the beginning of this Agreement for the appropriate classification, type of work and time period.

12. For the duration of this Agreement the straight time hourly rate of pay for an Employee shall be as indicated in the “Wage and Benefit Schedule” at the beginning of this Agreement for the appropriate classification, type of work and time period.

13. Allocation of the wage and benefit package shall be at the discretion of the Union provided that in so allocating, a goal of the Union shall be to allocate a minimum of fifty percent (50%) of the package in any one (1) year to wages.

14. The \$0.19 increase in the contribution to the Training Fund which was made via a reduction of Wages and became effective June 3, 2013, will be reallocated back to Wages upon 3 months notice from the Union to the Association. The \$0.19 increase in the contribution to the Training Fund which was made via a reduction of the contribution to the IARF and became effective June 3, 2013, will be reallocated back to the IARF upon 3 months notice from the Association to the Union.

15. It is further agreed that in making such allocations sufficient monies will be contributed to the Defined Benefit Pension Fund and the SUB Fund to keep such Funds fully funded.

16. The term “fully funded” in regards to the SUB Fund shall mean that on each day this agreement is in effect plan assets are sufficient to fund 50% of SUB benefits. For purposes of this paragraph, “SUB benefits” means the total cost which would be incurred by the SUB Fund if it had to pay benefits for each existing credit in each Participant credit account maintained pursuant to the SUB Fund plan document. However, it is understood that benefit levels will not be reduced unless plan assets are insufficient to fund 40% of the SUB benefits.

17. The term “fully funded” in regards to the Defined Benefit Pension Fund shall mean that at any time the present value of benefits earned to date are funded by the assets of the Defined Benefit Pension Plan. The parties shall meet not more than ninety (90) nor less than thirty (30) days prior to the anniversary date in each contract year to discuss the allocation. The term “fully funded”

as used in **Paragraphs 15 to 17** shall not and cannot be relied upon by any Employer to excuse or relieve withdrawal liability, to provide for indemnification of an Employer by the Union and/or Association or any other party for an Employer's withdrawal liability, or to provide a cause of action against the Union and/or Association or any other party related in any way to an Employer's assessment of withdrawal liability.

18. The Vacation and Holiday contribution for overtime hours will be paid at the overtime rate the Employee works.

19. Upon the presentation of a parking receipt, an Employee will be reimbursed up to a maximum of Sixteen Dollars (\$16.00) for parking when free parking is not available.

20. A new Employee shall not report to an Employer to begin work on an overtime day unless the Employer authorizes such reporting at the time the Employer places the request for men.

21. At the Employer's discretion, the Employees are to receive their pay by check, by mail, or in person; cash or electronic 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, Employees shall receive a paycheck stub detailing itemized deductions and year to date totals. In the event the Employer wishes to use direct deposit and the Employee objects, the Employer may elect to mail the check by the third (3rd) day following the end of the Employer's payroll period. Abuse of this provision will be referred to the Industrial Relations Committee (IRC) with potential loss of mailing privileges for six (6) months. If the Employer elects to hand deliver checks the Employee shall be paid on Thursday of each week. If the Employer elects to hand deliver checks and Thursday is a holiday, Employees shall be paid on Wednesday. Every Employer paying by check shall draw the same on a bank located within the geographical jurisdiction of the Union. Should an Employer fail to pay its Employees on the appropriate pay days 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 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 conditions beyond the Employer's control, such late pay penalty shall not be applicable, and the Employer shall pay as soon as reasonably possible.

22. Each Employee shall receive with their pay envelope or pay check, a written memorandum showing name of Employer, the Employee's name or identification number, date of payment, dates of pay period, hours worked in pay period, number of overtime hours worked, total wages earned, expense money reimbursed, all other special payments, income tax withheld, F.I.C.A. taxes withheld and all other deductions.

23. An Employee who is laid off shall be paid immediately. Employees who quit may be required to wait until the next regular pay day for their pay. A discharged Employee may be required to go to the Employer's established office to be paid off. Where an Employer has decided to fire an Employee, the Employer shall pay such Employee at the time of the termination when possible. Where that is not possible, the Employer may mail the terminated Employee's pay check to the Employee providing it is done by the next business day.

24. No Employee shall be terminated by any electronic means. In the event an Employee is absent for three (3) consecutive work days without proper notice, the Employee shall be considered a quit.

25. Employees shall receive a slip designating whether they have been discharged, laid off, or quit when they receive their check. A copy of such slip shall be furnished to the Joint Trust Funds' third party administrator (TPA) by the Employer.

26. With the exception of work performed in SRC work, 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 and shall not bargain or contract work for a lump sum.

27. The Union will man all jobs within its geographical territory without travel expenses; provided, however, an Employee will be paid the I. R. S. approved mileage expense allowance as travel expense whenever an Employee is authorized to travel in their car from one job location to another job location during one work day and the Employee is not paid for carrying tools under **Paragraph 136.**

28. On contracts of jobs outside the geographical jurisdiction of the Union, a minimum of 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, and the Employer shall pay the full fringe benefit contributions on behalf of such Employee to the depository provided for herein for the several Union fringe benefit funds, without regard to any rules or requirements of any other Local Union of the United Association. Employee 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.

29. The Employer will furnish all tools necessary to complete the work. Every precaution will be taken by the Employees against loss or misuse of tools. The Employer may keep a record of its tools to guard against loss or damage of its equipment. Employees who receive tools from their Employer shall be responsible for such tools. Loss or misuse of the Employer's tools by the Employee to whom they are furnished is adequate reason for discharge. The parties agree to develop an informational program regarding the care, loss and misuse of tools.

ARTICLE V

Hours of Work and Shift Work

30. The provisions of this Article apply to all Employees unless provided otherwise in **Article XVI** for Service, Residential, Repair and Light Commercial Employees.

31. **Hours of Work** – The sole purpose of this paragraph is to define the work day for the computation of overtime premium pay. 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 geographical territory 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.

32. Any Employee authorized to report to work shall receive at least one-half (½) day's pay except when work is held up due to weather conditions when the Employee shall be allowed and paid two (2) hours "show up" time.

33. An overtime rate of time and one-half (1½) the Employee's straight time hourly rate of pay shall be paid 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) on Saturday, and for all hours worked on Sundays 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 above falls on a Saturday, it shall be observed on Friday; if such holiday falls on Sunday, it shall be observed on Monday, provided this paragraph is not superseded by State or Federal Law.

34. The Employer can, upon notification to the Union, institute a flexible work week consisting of four (4) ten (10) hour days on a straight time basis Monday through Thursday or Tuesday through Friday. Where a Monday through Thursday work week is utilized overtime shall be paid at the rate of time and one half (1½) for the first two (2) hours of overtime work Monday through Thursday, the first eight (8) hours of overtime work on Friday and/or Saturday, and at double-time for all hours worked in excess of twelve (12) Monday through Thursday, for all hours worked in excess of eight (8) on Friday and/or Saturday, and for all hours worked on Sunday. When a Tuesday through Friday work week is utilized, overtime shall be paid at the rate of time and one half (1½) for the first eight (8) hours of work on Monday, for the first two (2) hours of overtime work Tuesday through Friday, for the first eight (8) hours of overtime on Saturday, and a double-time rate shall be paid for all hours worked in excess of eight on Monday and Saturday, for all hours worked in excess of twelve (12) Tuesday through Friday, and for all hours worked on Sunday.

35. **Shift Work** – Shift work may be performed at the option of the Employer. However, when shift work is performed, it must continue for a period of not less than two (2) consecutive days except on industrial work when such period shall be five (5) consecutive days. Employees working the second (2nd) or third (3rd) shift shall receive pay for the 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 the Employee's straight time hourly rate of pay. Overtime shall be paid at time and one-half (1½) the shift rate. Should an Employer utilize either a one (1) or two (2) shift operation on a project, with work commencing on the first (1st) shift after 3:00 p.m., the Employer shall pay the Employee(s) on such shift a rate of fifteen percent (15%) over the straight time hourly rate of pay.

36. 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 the Employee's straight time hourly

rate of pay. Overtime shall be paid for at time and one-half (1½) the shift rate for the first two (2) hours of overtime work 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 day Monday through Friday, in excess of eight (8) on Saturday, and for all work on Sundays and Holidays.

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

ARTICLE VI

Working Principals

38. In any Employer unit, the proprietor, partners or corporate officers shall be deemed Principals. 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 Principals shall work with the tools. Should an Employer employ four (4) or more Journeymen on a given job, the provisions of this Article shall not apply to that job unless otherwise agreed to by the parties pursuant to **Paragraph 39**. No more than two (2) Principals shall work with the tools at any one time. The only exception to this paragraph 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 fringe benefit programs.

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

40. Located in the "Wage and Benefit Schedule" of this Agreement are the contribution rates on any Principals who are members of the

Union, and who are working with the tools under this Article, and these contributions shall be made for not less than thirty-two (32) hours a week with the exception that the Working Principal shall not be required to make contributions for any week during which he did not personally perform any bargaining unit work, up to a maximum of four (4) weeks per contract year (June 1 - May 31), provided that he has submitted evidence in support of such claim to both the Union and the Trustees of the applicable funds, and further provided that the evidence submitted is deemed by both the Union and the Trustees in their sole discretion to be satisfactory to support the Working Principal's claim that bargaining unit work was not performed during the week(s) in question. Any person to whom this section applies must provide written notification to both the Union and the Trustees of the applicable funds declaring himself as a Working Principal. The written declaration shall state that the individual is a Working Principal and may, or will, be performing bargaining unit work during the contract year. The written notification shall be binding immediately, and shall be effective for one full contract year following the year in which written notice is given. Thereafter, the written declaration shall be binding for all subsequent contract years unless the Working Principal provides written notice to both the Union and the applicable fund Trustees revoking his declaration and requesting to be placed on inactive status. Any written notice of revocation shall become effective at the beginning of the next full contribution month following receipt of this notice. Any request for reinstatement as a Working Principal shall be reviewed by the Trustees and granted or denied in their sole discretion. The Working Principal shall have the option to decide whether or not to participate in the Plumbers Local No. 98 Insurance Fund. Such option shall be exercised at the anniversary date of this Agreement. The Working Principal can elect single, two-person or family coverage (or any other tier or coverage offered by the Insurance Fund) and shall pay for such coverage at the then current monthly rates as determined by the Plumbers Local No. 98 Insurance Fund. The Working Principal may elect to contribute to the Plumbers Local No. 98 Defined Contribution Retirement Fund providing such payment does not violate the Internal Revenue Code.

41. Where a Working Principal within the meaning of this Article is a union member and is performing SRC Work, said Working Principal shall make all of the contributions required by **Paragraph 40** of this Agreement under the conditions set forth in that paragraph.

ARTICLE VII

Trust Funds

42. The parties agree that the Plumbers Local No. 98 Defined Benefit Pension Fund, Plumbers Local No. 98 Defined Contribution Retirement Fund, Plumbers Local No. 98 Insurance Fund, Plumbers Local No. 98 Supplemental Unemployment Benefit Trust Fund and the Metropolitan Detroit Plumbing Industry Training Trust Fund (also known as the Joint Apprenticeship Training Committee or JATC) (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 20, 2006, whose terms deviate from the contributions and benefits as set forth herein, must be approved by the Trustees of the affected 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.

43. The Union shall appoint three (3) Union Trustees to the Joint Trust Funds (as set out in **Paragraph 42**) and the Association shall appoint three (3) Trustees to the Joint Trust Funds.

44. The fund contributions shall be forwarded each month to the depository designated by the Trustees of the Joint Trust Funds for the prior month as provided in the applicable Trust 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.

45. 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 Joint Administrative Committee (JAC). Fringe benefit contribution forms must be submitted timely regardless of whether work was performed for the period in question. If no Bargaining Unit Employees were employed during a particular period, the Employer must indicate on the reporting form that no hours were worked in that period and/or that the report constitutes the final report to be provided by the Employer. The JAC may assess costs for the administrative time and expense in verifying the hours worked or lack thereof resulting from failure to timely file contribution reports, regardless of whether or not work was performed.

46. Unless modified elsewhere in this agreement, effective the first full payroll period on or after June 1 of each year of this Agreement the Employer shall contribute the applicable fringe benefit contributions specified in the “Wage and Benefit Schedule” of this Agreement for each hour worked by each Employee covered by this Agreement regardless of whether the hours are worked at straight time or overtime to the following fringe benefit funds for the purpose(s) listed below:

47. **Metropolitan Detroit Plumbing Industry Training Trust Fund (MDPITTF)** - Each Employer shall pay into the Metropolitan Detroit Plumbing Industry Training Trust Fund (MDPITTF), in accordance with the provisions of **Paragraph 46**, above, to maintain the building and programs established by the JATC. The JATC shall use its authority to oversee Apprentice

Training and give each Apprentice the maximum amount of training experience by providing, as nearly as possible, continuous employment. To accomplish this:

- A. All authority and responsibility for the administration of Summer Workers, Metal Tradesmen, Applicants and the Apprenticeship program shall be under the Trustees of the Metropolitan Detroit Plumbing Industry Training Trust Fund. All provisions of the 2008 – 2011 agreement regarding the above programs shall be adopted by the JATC unless the JATC agrees to modify, eliminate or add to the current language.
- B. The JATC shall have the exclusive authority to exchange Apprentices, to move Apprentices or to replace an Applicant or Summer Worker with an Apprentice in an effort to assist the Apprentice in meeting the training requirements of the Apprenticeship Program.

48. When an Employer has more than five (5) Employees covered by this Agreement, at least one (1) of them shall be an Apprentice, if available. Where one or more Apprentices are on a job, they must report to a licensed Journeyman, who shall be on the job site. Nothing contained in this paragraph is, nor should be, construed as a ratio.

49. The eligibility of such Apprentices for fringe benefits, and the contributions to the various fringe benefit funds on behalf of such Apprentices, shall be determined solely under the schedule specified in the “Wage and Benefit Schedule” of this Agreement for the appropriate time period, regardless of any other provision of this Agreement. It is understood and agreed that apprentices shall not advance to either a higher scholastic period or a higher wage and benefit period unless such upgrading is authorized and approved as set forth in **Paragraph 52**, below.

50. Effective the first full payroll period on or after June 1 of each year of this agreement, the Employer shall make applicable contributions on behalf of first (1st) through fifth (5th) Year

Apprentices as specified in the “Wage and Benefit Schedule” of this agreement.

51. The JATC shall maintain a list of Applicants who the Employer may employ before the Applicant is accepted into the program. Such Applicants shall be paid according to the “Wage and Benefit Schedule” and shall be permitted to perform the same tasks as a 1st Year Apprentice. If the JATC does not have any Applicants to fill an Employer’s request within 48 hours (weekends and holidays excluded) the Employer may hire whomever it deems qualified (i.e. drivers license, G.E.D. or high school diploma and submit to a drug test prior to being hired) and will have the individual fill out and submit an application to the JATC. The JATC will not unreasonably deny Employer requests. The Employer will make an effort to recruit Trade School applicants. The Employer recognizes that Applicants are subject to JATC replacement with Apprentices if necessary to keep Apprentices employed.

52. All upgrading including Apprentices, Metal Trades, Unrestricted Journeyman, and any other classification upgrades shall be authorized by a joint Labor Management Committee (initially at least by the JATC) which shall establish upgrading criteria that will include time in grade, written and practical tests. The Training Program and Training Center will be ISO 9000 certified. All Metal Trades classifications are frozen in their current classification until training and testing standards have been established and are available. Once the training and testing standards have been established and are available, each individual from this classification shall be tested and placed accordingly.

53. All Journeymen will be expected to have eight (8) hours of upgrade training per year. The upgrade curriculum will be developed by the JATC for implementation in the second year of this agreement. Each Active Member who successfully completes eight (8) hours of upgrade training approved by the JATC will be paid a sum of \$80. This reimbursement program can be suspended during times of economic hardship as determined by the JATC.

54. **Defined Benefit Pension Fund** - Each Employer shall pay into Plumbers Local No. 98 Defined Benefit Pension Fund, in accordance with the provisions of **Paragraph 46**, above, to provide pension benefits for the Employees, their widows and children younger than nineteen (19) years of age.

55. **Defined Contribution Retirement Fund** - The Employer agrees to pay to Plumbers Local No. 98 Defined Contribution Retirement Fund, in accordance with the provisions of **Paragraph 46**, above, to provide pension benefits for the Employees.

56. An Employee may elect to defer a portion of their regular straight time wages into the Plumbers Local No. 98 Defined Contribution Retirement Fund under the following conditions:

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

58. Deferrals may only be in increments of fifty cents (\$0.50) or to the IRS approved limit in whole dollar increments for each straight time hour worked.

59. A deferral may be initiated by an Employee by obtaining a standard printed deferral form from the TPA, fully completing, signing and dating the form, and delivering the form to the office of the Employer. The Employer shall commence such deferral by the start of the third full pay period following the date of the receipt of the deferral form.

60. An Employee may revoke a deferral form at any time by advance written notification to their Employer in accordance with rules established by the Trustees of the Plumbers Local 98 Defined Contribution Retirement Fund.

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

62. A continuation of this wage deferral plan is conditioned upon the approval of the amended Defined Contribution Retirement Fund Trust by the Internal Revenue Service.

63. **Piping Education Council** – Each Employer shall pay the applicable contribution on each hour worked by an Employee to the Piping Education Council, in accordance with the provisions of **Paragraph 46**, above, for the purposes of education and non-technical skill training, and for activities related to the administration of the Collective Bargaining Agreement including recruiting, community relations, government relations and related activities by the Association. This Fund shall be administered by the Association for activities designed to promote and improve the industry pursuant to which it is established. Recommendations and suggestions for the operation of this Fund 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.

64. Effective December 1, 2002, any signatory Employer not contributing to the Piping Education Council shall contribute a like amount to the Metropolitan Detroit Plumbing Industry Training Trust Fund which shall be in addition to the regular Metropolitan Detroit Plumbing Industry Training Trust Fund contribution required by **Paragraph 47**. The Association, upon written notification to the Union, may increase the contribution to the Piping Education Council up to a maximum of five cents (5¢) a year in any two (2) years of this Agreement.

65. **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 the Apprentice 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.

66. 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 and administered for the purpose of reimbursing individual Employers for their labor costs, including but not limited to wages and fringe benefits paid to or on behalf of their apprentices and journeymen while attending approved apprenticeship/training classes, and training, stipends, and scholarships to pre-apprentices and trainees, and otherwise reimburse training and educational costs approved by the IARF Trustees.

67. 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.

68. Commencing July 31, 2006 and thereafter, the Employer shall pay to the IARF, in accordance with the provisions of **Paragraph 46**, above, 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.

69. 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.

70. **Insurance Fund** – Each Employer shall pay to Plumbers Local No. 98 Insurance Fund the applicable contribution, in accordance with the provisions of **Paragraph 46**, above, which

shall be used for the purpose of providing health and welfare coverage for Employees and their dependents as set forth in the plan document.

71. **Supplemental Unemployment Benefit Trust Fund** - Each Employer shall pay into Plumbers Local No. 98 Supplemental Unemployment Benefit Trust Fund the applicable contribution specified in the “Wage and Benefit Schedule” of this agreement, in accordance with the provisions of **Paragraph 46**, above.

72. Bargaining Unit Employees shall not do any moonlighting for another Employer or on their own when employed or unemployed. Bargaining Unit Employees who violates this paragraph shall lose all SUB credits in their account and shall be ineligible to accrue further SUB credits for a twenty-six (26) week period where such sanctions are approved by a majority of the SUB Trustees.

73. **International Training Fund** – A contribution to the International Training Fund shall be made in accordance with the provisions of **Paragraph 46** above.

74. **Transition from Bargaining Unit to Non-Bargaining Unit** – In the event an Employee on whose behalf contributions have been made is moved to a non-bargaining unit position by that same employer or a different Employer and, consequently, contributions are no longer due on their behalf, the Employer and employee must take the following steps: (1) The Employer must notify the union and the TPA of the change in position, including the title and job duties of the new non-bargaining unit position with the statement that contributions will no longer be submitted on the Employee's behalf. Fringe benefit contributions will continue to be due and payable for all hours worked prior to receipt of such notification. (2) The Employee must contact the Union and advise of his or her assignment to a non-bargaining unit position and must either resign from the Union or pay to the Union directly all dues and assessments required to remain a member in good standing. The failure to provide the aforementioned notification, in form and content satisfactory to the JAC, will require the Employer to

continue to pay contributions on the Employee for all hours worked until satisfactory proof has been submitted that bargaining unit work is no longer being performed. Further, the trustees' acceptance of the Employer's notification set forth above and/or interim failure to pursue contributions on behalf of such Employee, does not waive any and all contractual and legal rights of the JAC to pursue contributions on the Employee's behalf in the event the trustees, in their discretion, decide to investigate and pursue contributions, as part of their fiduciary duty, to collect contributions for all work performed under the terms of this CBA.

ARTICLE VIII

Joint Administrative Committee (JAC)

75. The Association and the Union will each appoint two (2) Representatives to the Joint Administrative Committee (JAC) of the Plumbing and Pipefitting Industry in the Detroit area. Each Representative shall have alternates authorized to act in their place. Rules adopted by the JAC must provide for equal voting rights between Union and Employer Representatives.

76. 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.

77. 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.

78. Every Employer signatory to this Agreement, individually or through membership in the Association, hereby expressly agrees to make available its payroll records (including Form 1099's) but excluding executive pay records to any auditor or accountant appointed by the JAC to verify the correctness of reports transmitted by the Employer to the collection agent of the Funds.

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

80. 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 §3131 et seq.

ARTICLE IX

Guaranty of Contract Liability

81. Every Employer who is signatory or otherwise bound to this Agreement and who either employs Bargaining Unit Employees, or has Principals working with the tools under **Article VI**, shall be required to post a financial guarantee bond to insure the payment of wages, fringe benefit contributions and liquidated damages required under the terms of this Agreement. The bond must be in a form as approved by the JAC. The amount of such financial guarantee bond shall be:

1 – 5 Employees requires a \$20,000 bond.

6 – 10 Employees requires a \$30,000 bond.

11 – 15 Employees requires a \$40,000 bond.

Over 15 Employees requires a \$50,000 bond.

Over 30 Employees requires a \$100,000 bond.

82. All Employers must have a current bond of the appropriate amount on file and the original copy of the financial guarantee bond shall be deposited with the Representatives of the JAC. For Employers who supply the appropriate bond, the due date for fringes will be as determined by the JAC and will be based on the TPA's ability to post hours and fringes by the end of the month. Should an Employer be late in the payment of its 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 the Employer's initial bond, with the Representatives 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.

83. In the event the Employer is unable to obtain a financial guarantee bond, said Employer may pay fringe benefit contributions on a weekly basis or said Employer may furnish a cash security deposit in an amount equivalent to the amount of the appropriate bond set out in **Paragraph 81**, which shall be placed in an account administered by the Representatives of the JAC of the Plumbing and Pipefitting Industry. The account shall at all times be separate from all other accounts and shall never be co-mingled with accounts for any other purpose. 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.

ARTICLE X

Job site Work

84. All pipe cut, threaded or fabricated by any mode or method in the shops of Employers, or on the job, shall be the work coming under the jurisdiction of the Union (or its 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, modular-type construction and prefabricated units, or when such piping is on optional work, such work may be done either off site or in the Employer's shop, providing the Union is notified and a sticker is attached to such work when complete. The Union agrees to make no rules restricting the use of any catalogued item of manufactured material. A catalogue item shall not include any in wall piping assembly, covered by the Michigan Plumbing Code, which is manufactured by a third party and is composed exclusively of pipe and fittings. For purposes of this exception "fittings" shall only refer to tees, elbows, reducers, adapters, caps, crosses, couplings and unions. Any dispute arising from this provision shall be referred to the IRC.

85. The restrictions of **Paragraph 84** above shall not apply to the installation of any prefabricated equipment which is specified by either the owner or his designated representative and over which the Employer has no right of control.

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 job site in lengths not less than six feet (6').

ARTICLE XI

Unemployment Compensation and Workers' Compensation

87. Each Employer agrees to be a covered Employer under the Michigan Employment Security Act and to be covered by Workers' Compensation Insurance and to submit proof of such coverages to the Union, upon request. In the event an Employer fails to be covered under the Michigan Employment Security Act, the Employer shall pay its Employees, when unemployed, benefits equal to those which they would have been entitled to and eligible to receive under the Michigan Employment Security Act, if the Employer had been a covered Employer.

ARTICLE XII

Committees and Periodic Meetings

88. **Industrial Relations Committee (IRC)** – Should any differences of any kind arise between the Association, any Employer and the Union, or any Employees, 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 IX**.

89. The IRC under this Agreement shall be made up of three (3) Representatives from the Association and three (3) Representatives from the Union. All grievances which cannot be resolved by discussion between the Managing Director of the Association and the Union Representatives shall be referred to the IRC at the request of either party within ten (10) working days from the date of the event or happening upon which the grievance is based. Within two (2) working days following such request, the IRC shall meet and attempt to settle the matter.

90. In the event the matter cannot be settled by the IRC within two (2) regular working days or such further time as may be mutually agreed upon, the matter shall be submitted to an Arbitrator, who shall be acceptable to the IRC. In the event the IRC is unable to mutually agree upon an Arbitrator within two (2) regular working days, the Arbitrator shall be selected according to the labor arbitration rules and procedures of the American Arbitration Association within ten (10) working days. The Arbitrator's fees and expenses shall be borne equally by the Union and the Association.

91. A decision of the Arbitrator shall be final and binding on all parties involved and shall be rendered within thirty (30) days of the

date of the hearing. The Arbitrator shall not have the authority or power to amend, modify, add to or subtract from the terms and conditions of this Agreement.

92. 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 **Paragraph 140** of this agreement. Such modification shall apply to all signatory Employers bidding said projects.

93. **Maintenance and Repair Committee** – The parties shall create a Maintenance and Repair Committee comprised of six (6) members three (3) of whom shall be appointed by the Union and three (3) of whom shall be appointed by the Association. The Committee shall be empowered to modify wages, benefits, and working conditions set forth in the agreement for targeted and fixed base maintenance projects in order to increase job opportunities for Bargaining Unit Employees and to enable Employers signatory to this Agreement to effectively compete in an area that heretofore has been foreclosed to them. Any modification of wages, benefits and working conditions ordered by the Committee shall be in writing and copies of such modification shall be given to the Union and the Association. This Committee shall devise a mutually agreeable solution to the manpower shortage affecting Employers in the Repair field.

94. **Business Model Committee** – The parties agree to work together and participate in a Business Model Committee which partakes in regular interest based facilitated meetings at least monthly to develop and maintain a new business model consistent with the July 20, 2007 agreement language. This Business Model Committee shall have representatives from Labor and Management and shall be established and be jointly funded.

95. **Field Supervisors** – Periodic meetings shall be held at mutually agreed upon locations between Representatives of the Association and the paid Union officers on a semiannual basis, and shall be open to Employers and their Field Supervisors who wish

to participate, and shall deal with the rights and responsibilities of such Field Supervisors under this Agreement.

96. **Safety Committee** – 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. Five cents (5¢) of the contribution to the Training Fund is allocated to pay the testing fee for the successful completion of any safety module for any Bargaining Unit Employee.

97. The parties agree that a committee of three (3) Representatives appointed by the Union and three (3) Representatives appointed by the Association shall devise a program for Journeyman training in mandatory safety and first aid matters.

ARTICLE XIII

Strikes and Lockouts

98. So long as this Agreement is in effect, the Union will not cause, or permit its members to cause, nor will any Bargaining Unit Employee take part in any strike, slowdown, 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. Employees who violate the provisions of this Article shall be subject to discharge or any lesser disciplinary action the Employer shall impose. Upon learning of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction, or interference with production, the Union shall take all necessary steps to avert or bring such activity to a prompt termination. The liability of the Union for refusal of its members to cross a picket line duly authorized by the MI Building and Construction Trades Council shall not commence until the date on which the Association or an Employer furnishes the Union with

reasonable evidence that the purpose of the duly authorized picket line is unlawful. If the members of the Union thereafter continue to refuse to cross the duly authorized picket line, a decision as to:

- A. Whether the evidence submitted to the Union reasonably established that the purpose of the duly authorized picket line was unlawful, and
- B. The liability of the Union, if any, shall be determined solely by the IRC or by an Arbitrator, appointed pursuant to **Paragraphs 88 to 92** hereof, following a deadlock among the members of the IRC. 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 liquidated damages as set forth in **Article VIII**, failure of an Employer to comply with the requirements of **Paragraph 80**, failure to post a financial guaranty bond or other appropriate security as set forth in **Article IX**, the non-payment of fringe benefit contributions, or prohibit strike action against an Employer for the non-payment (as distinguished from late payment) of wages. 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 in any instance where the purpose of the picketing is lawful and is duly authorized by the MI Building and Construction Trades Council. So long as this Agreement is in effect, the Employer agrees not to lock out Employees covered by this Agreement.

ARTICLE XIV

Temporary Heat

99. It is recognized that stand-by maintenance of gas-fired unit heaters, gas-fired warm air furnaces and gas-fired space heating equipment shall be under the jurisdiction of the Union.

100. It is optional with the Owner or Employer to provide temporary heat, and to decide the number of hours it shall be in operation, so long as all phases of maintenance are recognized as work of the United Association, until the general tests are completed and the mechanical installation is accepted by the Owner or unless the temporary heat is provided for the Owner's beneficial occupancy. This requirement is modified in the following **Paragraph 101**.

101. On any job where temporary heat is provided, stand-by maintenance shall be at the sole option of the Employer. Should stand-by maintenance be required by the Employer, the conditions set forth in **Paragraphs 102** through **106** shall apply.

102. Pay will be at the prevailing hourly rate, straight time will apply for all shifts, except that time and one-half (1½) shall apply when an Employee works in excess of forty (40) hours in one (1) week. A job must run five (5) consecutive days for the overtime provisions of this Section to be applicable.

103. Double time will apply to all shifts worked on one of the six (6) recognized holidays in **Paragraph 33** and Easter Sunday.

104. When Employees covered by this Agreement are employed on a job during regular working hours, stand-by maintenance will be optional to Owner or Employer.

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

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

ARTICLE XV

Building Trades Journeyman Work

107. **Building Trades Journeyman Work (BTJ Work)** – Plumbing work installed in all new construction or renovations requiring a building permit on Commercial, Industrial and Institutional jobs that require Building Trades Construction wages and fringes be paid, is covered under Building Trades Journeyman work. It is understood that this requirement is pursuant to a Project Labor Agreement (PLA), the UA President’s Agreement, the National Maintenance Agreement, an owner’s specifications or prevailing law (i.e. Davis Bacon Act, Prevailing Wage). When the Building Trades Plumber is actively working on the installation or repair of a medical gas piping system or the installation, fabrication, or erection of piping, material or equipment that involves a composite crew of Building Trades Pipefitters and Building Trades Plumbers, the Building Trades Plumbers shall be paid at the Building Trades Journeyman rate. In addition, Building Trades Journeyman work shall include new construction or a renovation requiring a building permit for hospitals that are 24 hour inpatient care facilities, arenas/stadiums of professional sports teams, casinos and buildings of more than four (4) stories. Any work not falling under the above language shall be classified as Service, Residential or Light Commercial (SRC) work.

108. Where an Employer is bidding a project in which non-signatory Employers are also anticipated to bid, the Employer may petition the Union for relief from contractual rates or restrictions in the following manner:

- A. The Employer shall request such relief from the Association and the Union on forms on the Association’s website.
- B. When the request for relief is submitted to the Association, it shall be simultaneously submitted to the Union and, except in conditions set out in subparagraph (D), shall be publicized to other Employers on the password protected section of the Association’s website.

The Union shall have forty-eight (48) hours (exclusive of weekends and holidays) to respond to the Association. Such response shall be emailed directly to the Association. Failure by the Union to respond within the forty-eight (48) hour period shall be deemed an automatic acceptance of the Employer's proposed relief.

- C. The Association shall then immediately publicize the Union's response, or failure to respond, on the password protected section of the Association's website.
- D. If an Employer requests relief on a project that is an unadvertised private job, the request for relief will be forwarded directly to the Union for response, but neither the request, nor the Union response, will be publicized on the Association's website.
- E. The relief granted to the requesting Employer shall be available to all other Association Employers who bid the same project.

ARTICLE XVI

Service, Residential, Repair and Light Commercial Work and Work Rules

109. **Service, Residential, Repair and Light Commercial Work (SRC Work)** – Any work not falling under the definition of Building Trades Journeyman Work as defined in **Paragraph 107**, shall be classified as SRC Work and the provisions of this Article shall apply to Employees performing work within the geographical territory of the Union on this type of work. **Paragraphs 110** through **121** provide general rules for SRC Work. Additional rules (**Paragraphs 122 to 136**) pertain to certain types of work. The provisions of this Article shall govern only in the instances set out below and in all other cases the remainder of the Agreement shall apply. Should any conflict arise between the provisions of this Article and any other provision of this Agreement, the provisions of this Article shall control.

110. Should any signatory Employer utilize any National Agreement from the UA, the parties agree, upon written notice from the Association, to meet and agree upon the wage rates and/or fringe benefit levels for such classifications as are necessary for the implementation of such National Agreement.

111. The wage and fringe contribution for each Employee shall be as indicated in the “Wage and Benefit Schedule” at the beginning of this Agreement for the appropriate classification and time period. The applicable Wage and Fringe Benefit contribution for Journeymen engaged in SRC Work is set out under the “Lt. Comm/SR” column in the “Wage and Benefit Schedule” of this agreement.

112. The regular workweek shall be Monday through Friday and shall consist of eight (8) consecutive hours of work between the hours of 6 A.M. and 6:30 P.M., excluding a half-hour unpaid lunch period, or as mutually agreed upon by the parties to this Agreement. By mutual agreement between the Employer and the Union, the regular workweek may be established to consist of four consecutive ten hour days. The pay for all hours worked on a four-tens schedule shall be at the applicable straight-time rate and not subject to overtime provisions.

113. Saturday work may be worked at straight time in all SRC Work when, due to inclement weather, a work day is missed during the regular work week.

114. **Metal Trades Plumber** – An Employer must employ one (1) Journeyman in order to be eligible to employ up to three (3) Metal Trades Plumbers. Thereafter, in order to be able to employ additional Metal Trades Plumbers, the Employer must maintain a hiring ratio of one (1) Journeyman for every three (3) Metal Trades Plumbers on his payroll.

115. A Metal Tradesman shall be advanced to the next period after serving eighteen months (18) in any one (1) period - provided the tradesman takes the required educational courses (to be determined). Educational courses will be set up by the JATC.

116. The definition of work which Metal Trades classifications are allowed to perform will be expanded to include everything the Residential Pipe Tradesman (RPT) classification is allowed to perform and the RPT classification shall be deleted.

117. **Show Up Pay** – Any Employee authorized to report to work shall receive a minimum of two (2) hours pay or pay for actual hours worked, whichever is greater.

118. **Tools** – Employees on all SRC Work shall be required to furnish the following hand tools:

10” Channel Locks #430

25’ Measuring Tape

6’ Folding Rule

Steel Toed Boots (if a job work requirement)

1-1/2 Lb. Ball Pein Hammer – Vaughan #25164

14” Pipe Wrench – Rigid

18” Pipe Wrench – Rigid

Open/Box End Wrenches – $\frac{7}{16}$, $\frac{9}{16}$, $\frac{11}{16}$, $\frac{3}{4}$, $\frac{7}{8}$, $\frac{5}{8}$, $1\frac{1}{16}$, $1\frac{1}{8}$, & $1\frac{1}{4}$
(Sears Craftsman)

No Hub Wrench – National #44307

9” Magnetic Torpedo Level – Ace #27093

4 in 1 Screw Driver Set – Endears #20001696

6” Crescent Wrench – Cooper #21733

10” Crescent Wrench – Cooper #21735

#15 Tubing Cutters $\frac{1}{4}$ to 1” – Rigid #15

#20 Tubing Cutters 1” to 2” Rigid #20

Hack Saw Frame – Rigid #1012 (blades by Employer)

8 oz. Plumb Bob – Erwin 20878

Allen Set (folding #91) – Elkind #25108

Wire Brush – National #11102

18” Magnetic Level 3-way – Empire #581-18

Cold Chisel ¾” x 7” – Endears

Adjustable 12” Tri-Square – Great Neck CS12C

Tool Box with Tray – Waterloo #23937

Padlock/Combination – Master #175 Adjustable Combo

119. The Union recognizes that situations may arise on commercial and/or institutional projects when the Employer may require the Employee to carry the Employer’s hand tools from one job site to another. When such situations occur, the Employee shall be compensated Five Dollars (\$5.00) per day and shall receive the appropriate mileage under the provisions of **Paragraph 27**.

120. When Employees requisition company tools for use, they shall be responsible for them and keep them from loss or damage, normal wear excepted. A memorandum of understanding will be adopted by the parties regarding the use, loss or misuse of small tools.

121. All overtime will be paid at one and one half (1-1/2) times the straight-time rate, except that work performed on Sundays or the holidays listed in **Paragraph 33** will be paid at double the straight time rate.

122. **Special Rules for Light Commercial** – All hours after ten (10) hours in one work day shall be paid at time and one-half (1-1/2) the straight time rate.

123. Contributions to fringe benefit funds shall be paid for all hours worked on Light Commercial work.

124. **Special Rules for Service/Repair** – The provisions of this section shall apply only to Employees performing work within the

jurisdiction of the Union in repair shops. The provisions of this section shall govern only in the instances set out below and in all other cases the provisions of the remainder of the Agreement shall apply.

125. The total wage and fringe benefit package for Journeymen Plumbers engaged in service and repair work is specified in the “Wage and Benefit Schedule” of this Agreement. It is further agreed that no Metal Trades Plumber shall participate in Journeyman fringe benefit programs, regardless of whether they are licensed, unless they have five (5) years of documented field experience.

126. The first forty (40) hours of work in a work week shall be paid at the straight time rate.

127. Contributions to the fringe benefit funds shall be paid for each hour worked, up to a maximum of forty (40) hours of work in a work week, whether such work is performed at the straight time or overtime rate. No fringe benefit contributions are owed on hours worked in excess of forty in any one work week.

128. No Employee shall work overtime without first obtaining approval from an authorized Employer representative.

129. The overtime rate is time and one-half (1½) for essential repair work.

130. **Stewards** – Shop Stewards may be appointed by the Union in each repair shop.

131. **Special Rules for Residential** – The first forty (40) hours of work in a work week shall be paid at the straight time rate.

132. Contributions to the fringe benefit funds shall be paid for each hour worked, up to a maximum of forty (40) hours of work in a work week, whether such work is performed at the straight time or overtime rate. No fringe benefit contributions are owed on hours worked in excess of forty in any one work week.

133. **Coverage – Paragraphs 133 to 136** shall only apply to Residential Construction work performed by Employers signatory to this agreement within the geographical territory of the Union.

134. **Utilization of Metal Trades Plumbers** - The Employer may utilize a greater number of such Metal Trades Plumbers than set out above in **Paragraph 114** with the written approval of the Union's Business Manager. Should a layoff occur no more than three (3) Metal Trades Plumbers shall be retained on the job for any one (1) Journeyman Plumber unless the Business Manager of the Union has approved a greater number in writing.

135. **Tools** - All Employees shall be required to furnish their own hand tools. No such tool shall exceed 14" in length. Power threading and pipe cutting tools, vices, and power tools shall be supplied by the Employer.

136. The sum of \$4.00 per day will be paid to the Employee as an expense allowance for carrying the tools.

ARTICLE XVII

General

137. 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 Union will meet to negotiate 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.

138. 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.

139. 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 it 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 Employers for whom it is acting, or any Employees of such Employer. It is further agreed and understood that the liabilities of the Employers who are bound by this contract shall be several and not joint.

140. With the exception of public corporations as Employer, 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 Employer 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 to this Agreement. If the UA National Residential Agreement or Service and Maintenance Agreement, including the respective MI Appendix A's, has terms and conditions more advantageous to the Employer than the terms and conditions provided for in this local Agreement, the Employer shall be entitled to use such advantageous terms and conditions upon notice to the Union.

141. When either the Association or the Union sign up a new Employer they will notify the other party and provide the name and contact information of the new Employer.

142. Employees will wear properly fitting uniforms, when supplied, or be dressed appropriately in non-offensive clothing.

143. All injuries, except those that are undetectable, must be reported by the end of a work shift to the jobsite supervisor on forms provided by the Employer.

144. The Union and MCA agree to adopt and support for ratification the UA Standards of Excellence, with the related issues to be dealt with in a Memorandum of Understanding.

145. When an Employer is awarded work by an owner or his agent or another Employer, which is described as plumbers work in a three (3) page diagram involving sewage, drainage and water main piping (excluding single and two-family dwellings), it is agreed that such work falls within the jurisdiction of the Union. To this end the Association agrees to adopt an educational program for its members regarding such work. Disagreements over any claimed violation of this Article shall be submitted to the IRC as provided for in **Paragraphs 88 through 92**.

146. All Employer's trucks shall bear the name of the Company in letters not less than three inches (3") in height. Such Employer identification shall be permanently affixed to the truck by either paint or decals.

ARTICLE XVIII

Amendment

147. This Agreement, together with the Memoranda of Understanding appended to it, covers the entire understanding between the parties hereto. No oral understanding which is not mentioned or referred to herein will be of any force or effect upon any parties hereto.

148. This Agreement may be amended in writing by the mutual agreement of the Association and the Union.

149. All persons and firms bound by this Agreement and memoranda, shall be bound by any amendments, renewals, deletions, modifications, extensions, or any other changes that may be agreed upon in writing by the Association and the Union. Each Employer signatory to this Agreement, hereby agrees to be bound by any such amendments, renewals, deletions, modifications or extensions on the same effective date as agreed upon between the Association and the Union. Any changes made during the life of this Agreement, as provided above, shall be made available to all Employers signatory to the Agreement.

ARTICLE XIX

Duration of Agreement

150. The Agreement is for the period June 2, 2014 through May 31, 2019, and it is mutually agreed that unless 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 the Association or the Union to serve on the other party not more than ninety (90) days or less than sixty (60) days prior to its expiration date, in any subsequent year, written notice of termination or any change desired. Notice of a request for a change in the Agreement shall state what change is desired.

IN WITNESS WHEREOF, the parties affix their signature and seal this _____ day of July, 2014.

Accepted by Representatives of:

**PLUMBERS LOCAL 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: _____



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

By: _____



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)

**PLUMBERS LOCAL NO. 98
SUPPLEMENTAL MAINTENANCE AGREEMENT**

151. This Supplemental Maintenance Agreement is made and entered into this 2nd day of June, 2014, by and between the MECHANICAL CONTRACTORS ASSOCIATION OF DETROIT, INC., hereinafter referred to as the “Association,” representing its individual members who are hereinafter referred to as “Employer”, and 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”).

WITNESSETH:

WHEREAS, both the Association and the Union desire to garner additional work in the maintenance area for the betterment of the industry, the Employers and the Employees; and

WHEREAS, both the Association and the Union realize that if such work is to be garnered, special conditions for the maintenance area must be determined; and

WHEREAS, the parties desire to set forth such special conditions in a Supplemental Maintenance Agreement; and

WHEREAS, the Employers shall attempt to employ Bargaining Unit Employees who are working under the terms of said Supplemental Maintenance Agreement on a permanent basis where possible;

NOW, THEREFORE, IT IS AGREED:

152. **COVERAGE** - The provisions of this Supplemental Agreement shall apply only to maintenance work, as defined below, which is within the exclusive jurisdiction of the Union. The terms and conditions of the master Collective Bargaining Agreement between the Association and the Union shall be applicable to maintenance work except to the extent that they are modified by the specific terms and conditions of this Supplemental Maintenance Agreement.

153. Nothing contained herein shall preclude an Employer from working under any maintenance agreement approved by the United Association of the signatory Employer Association as well as the “Project Agreement for Maintenance by Contract” as adopted by “The Joint Construction Activities Committee of Wayne, Macomb, and Oakland Counties.” The Union agrees to furnish men to the Employer members of the Association working under the terms of said agreements upon request.

154. **DEFINITIONS** - Maintenance shall be defined as any work performed of a renovation, replacement, repair or maintenance character within the limits of a building, property or other location related directly thereto.

155. In applying this Supplemental Maintenance Agreement, the following definitions shall apply:

156. The word “repair,” used within the terms of this Agreement and in connection with maintenance, is work required to restore by replacement of parts of existing facilities to efficient operating condition.

157. The word “renovation”, used within the terms of this Agreement and in connection with maintenance, is work required to improve and/or restore by replacement or by revamping parts of existing facilities to efficient operating condition.

158. The term “existing facilities,” used within the terms of this Agreement, is limited to a constructed unit already completed and shall not apply to any new unit to be constructed in the future, even though the new unit is constructed on the same property or premises.

159. **DAY WORK CONDITIONS** - Eight (8) hours per day shall constitute a standard work day between the hours of 8:00 a.m. and 4:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive.

160. All time worked before and after the established work day of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid for at the rate of time and one-half (1½). All time

worked on Sundays and the holidays as set forth in the master Collective Bargaining Agreement shall be paid for at the rate of double time.

161. By mutual consent of the Employer and the Union, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. For the purposes of this Supplemental Maintenance Agreement, the standard work day of eight (8) hours for the job or portion thereof to which any such change of starting time applies shall begin with such agreed starting time.

162. **TEMPORARY SHIFT WORK CONDITIONS** - When so elected by the Employer, multiple shifts on a temporary basis of at least two (2) consecutive work days duration may be worked. When two (2) or three (3) shifts are worked, the first (1st) or day shift shall be established on an eight (8) hour basis; the second (2nd) shift shall be established on a seven and one-half (7½) hour basis; and the third (3rd) shift shall be established on a seven (7) hour basis.

163. The pay for the second (2nd) and third (3rd) shifts shall be the equivalent of eight (8) times the Employee's straight-time hourly rate.

164. All time worked before and after the regularly established shift hours in any twenty-four (24) hour period, Monday through Friday, inclusive, and all time worked on Saturdays shall be paid at the rate of time and one-half. All time worked on Sundays and holidays shall be paid at the rate of double time.

165. **PERMANENT SHIFT WORK CONDITIONS** - A four-cycle shift system will be operated only when the work is considered to be of a permanent nature. The names of the 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.

166. The permanent shift rate premium for the afternoon shift will be twenty-five cents (\$0.25) per hour, and the permanent shift rate premium for the night shift will be fifty cents (\$0.50) per hour.

167. The standard work day shall be eight (8) hours of continuous employment, including lunch period. Forty (40) hours per week shall constitute a week's work. All time worked in excess of eight (8) hours per work day and all time worked on either one (1) of the two (2) scheduled off days shall be paid for at the rate of time and one-half (1½). If both of the scheduled days off are worked, the first (1st) day shall be paid at the rate of time and one-half (1½) and the second (2nd) day shall be paid at the rate of double time.

168. Permanent shift workers will have two (2) consecutive days off per week in lieu of Saturday and Sunday.

169. When permanent shifts are to be reduced or canceled, the Union shall be given at least three (3) days notice in writing.

170. **OTHER CRAFTS** - The time and one-half (1½) overtime provisions of this Supplemental Maintenance Agreement shall apply on all maintenance work as defined except where any other craft affiliated with the MI Building and Construction Trades Council is on a job site performing what the parties jointly consider maintenance work and receiving double time as an overtime rate, then and only then shall the time and one-half (1½) overtime rate set out herein not be applicable. The foregoing exception to the time and one-half (1½) provisions of this Supplemental Maintenance Agreement shall not be applicable to industrial maintenance work.

171. **MISCELLANEOUS** - All disputes under the terms of this Supplemental Maintenance Agreement will be resolved through the Industrial Relations Committee which is set forth in **Article XII** of the master Collective Bargaining Agreement.

172. Every time an Employer member of the Association intends to work under the terms and conditions of this Supplemental Maintenance Agreement, the Employer shall send a written notice to the Union, with a copy to the Association, naming the job site where such work is to be performed and its starting date. A copy of this Supplemental Maintenance Agreement shall


be executed by the Employer, the Association and the Union in the designated spaces below for each job that is to be worked under the terms of this Supplemental Maintenance Agreement. The terms of this Agreement shall be available to every Employer of the Association on an equal basis. Any dispute as to whether or not the terms of this Supplemental Maintenance Agreement have been made available on an equal basis shall be resolved under the provisions of **Paragraph 171**.

WHEREFORE, this Supplemental Maintenance Agreement is executed by the duly authorized representatives of the parties on the day and date written above.

**PLUMBERS LOCAL 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:  _____

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

By:  _____

It is recognized that the terms of this Agreement shall
apply to the following job site:

(Name of Job Site)

By: _____
(Employer)

**PLUMBERS LOCAL 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: _____

CONTRACT TO BE EXECUTED BY AN EMPLOYER
WHO IS NOT A MEMBER OF MCA DETROIT

ACCEPTANCE OF AGREEMENT

I, the undersigned, a duly authorized agent of _____, have read all the terms and conditions set forth in the foregoing Agreement between the Mechanical Contractors Association of Detroit, Inc., and Plumbers Local No. 98 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO, for the period June 2, 2014 through May 31, 2019. I am familiar with all terms and conditions contained therein, and, for and on behalf of the above-named Employer, I herewith adopt said Agreement in its entirety and agree to be bound by all its terms and conditions.

It is further understood and agreed that written notice to the Association under **Article XIX** (Duration of Agreement) shall also be deemed to be notice to the undersigned Employer.

PLUMBERS LOCAL NO. 98 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO

(Signature)

(Title)

Date: _____, 20____

(Employer Name)

(Address)

(City) (State) (Zip Code)

(Telephone)

(Signature)

(Title)

Date: _____, 20____

— NOTES —

— NOTES —

— NOTES —

— NOTES —

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, refrigerating, 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.

