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1,400 workers

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AGREEMENT

between

**METROPOLITAN DETROIT PLUMBING AND
MECHANICAL CONTRACTORS ASSOCIATION, INC.**

and the

**PLUMBING, HEATING & COOLING CONTRACTORS
ASSOCIATION OF SOUTHEASTERN MICHIGAN, INC.**

and

**JOURNEYMEN PLUMBERS LOCAL NO. 98
of Detroit, Michigan**

Effective

June 1, 2001 through May 31, 2006

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Wage and Benefit Schedule

JOURNEYMAN

Effective the first full payroll period on or after June 1, 2001

	<u>UNRESTRICTED</u>	<u>LT.COMM-S.R.</u>
Taxable Gross Wage	31.43	25.38
Vac. & Hol. (taxable)	(2.00)	(1.25)
Dues Check-Off (taxable) -		
General Dues	(.15)	(.15)
Working Dues	(1.00)	(.53)
Union Hall Fund	<u>(.25)</u>	<u>(.15)</u>
Wage	28.03	23.30
Insurance – Employee	3.17	3.17
Insurance – Retiree Supplemental	1.95	.87
Pension Defined Benefit	3.15	3.15
Pension Defined Contribution	2.00	1.50
S.U.B. Fund	.40	.25
Retiree Benefit Fund	.35	.10
Industry Fund	.10	.25
Training Fund	.51	.26
International Training Fund	.05	.05
Management Education and Contract Admin	<u>.30</u>	<u> </u>
Total Fringe Package	15.38	\$11.68

Total Wage and Fringe costs are:

Unrestricted Journeyman - \$43.41 (28.03 Base Wage + 15.38 Fringe)
 Lt. Commercial-S.R. Journeyman - \$34.98 (23.30 Base Wage + 11.68 Fringe)

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

2001	\$1.95
2002	\$1.95
2003	\$2.00
2004	\$2.05
2005	\$2.05

APPRENTICE

Wage

1 st period	\$	14.00	6 th period	\$	19.71
2 nd	"	14.63	7 th	"	20.87
3 rd	"	16.76	8 th	"	22.03
4 th	"	17.39	9 th	"	23.19
5 th	"	18.55	10 th	"	24.35

Fringe contributions for the first (1st) and second (2nd) period apprentices are as follows:

Union Working Dues (taxable)	\$(.55)
Insurance Fund	2.00
Pension Defined Benefit	1.58
International Training Fund	.05
Mgmt Education and Contract Admin	.10
	<u>\$4.28</u>

Fringe contributions on the Third (3rd) through Tenth (10th) period apprentice are:

	<u>Effective</u> <u>6/04/01</u>
Vacation & Holiday (taxable)	\$(1.10)
Union General Dues (taxable)	(.08)
Union Working Dues (taxable)	(.56)
Union Hall Fund Dues (taxable)	(.14)
Insurance Fund	2.84
Pension Defined Benefit	1.75
Pension Defined Contribution	1.25
S.U.B. Fund	.44
International Training Fund	.05
Mgmt Education and Contract Admin	.25
Training Fund	.56
Retiree/Widow	.19
	<u>\$ 9.21</u>

METAL TRADES REPAIR PLUMBER

Effective the first full payroll period on or after June 1, 2001:

Wage

Helper	\$11.95
2 nd Period Metal Trades Plumber	\$13.96
3 rd Period Metal Trades Plumber	\$16.56
Metal Trades Repair Plumber	\$18.83

In addition, the Metal Trades Repair Plumbers shall have the following fringe benefit contributions effective the first full payroll period on or after June 1, 2001:

a) Helper

Insurance	\$ 2.15
Union Working Dues (taxable)	(.55)
International Training Fund	.05
Industry Fund	.15

b) 2nd period through Metal Trades Repair Plumber

Insurance	\$ 3.94
Vacation and Holiday (taxable)	(1.25)
Union Working Dues (taxable)	(.68)
Pension Defined Contribution	1.75
Training Fund	.26
International Training Fund	.05
Industry Fund	.15

Metal Trades Repair Plumber (MTRP) increases shall be as follows:

	<u>2001</u>	<u>2002</u>
Helper	\$.65	\$.65
2 nd Period Metal Trades Plumber	\$ 1.00	\$ 1.00
3 rd Period Metal Trades Plumber	\$ 1.10	\$ 1.10
Metal Trades Repair Plumber	\$ 1.20	\$ 1.20

There shall be a wage reopener in years three (3), four (4) and five (5) of the contract.

Working Principal

Effective the first full payroll period on or after June 1, 2001:

Union Working Dues (taxable)	(.53)
Defined Ben. Pension	\$ 3.15
Training Fund	\$.51
International Training Fund	\$.05
Industry Fund	\$.40

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

Summer Worker

Effective the first full payroll period on or after June 1, 2001:

Wages	\$ 14.00
Union Working Dues (taxable)	(.55)
International Training Fund	\$.05

All changes in contribution rates shall commence with the first full payroll period on or after June 1st of each contract year.

Left Blank for June 2002 – May 2003 Wage Schedule

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AGREEMENT

Preamble

This Agreement is made and entered into this 1st day of June, 2001, by and between the METROPOLITAN DETROIT PLUMBING AND MECHANICAL CONTRACTORS ASSOCIATION, INC., the PLUMBING, HEATING & COOLING CONTRACTORS ASSOCIATION OF SOUTHEASTERN MICHIGAN, INC., hereinafter sometimes referred to as the "Associations," representing their 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 called the "Union."

ARTICLE I

Management Rights

(A) All Employees, who are members of the Union at the time of the signing of this Agreement, shall remain members in good standing as a condition of their employment. All other Employees, as a condition of their employment, shall become and remain a member of the Union for the term of their employment, after the seventh (7th) calendar day following the beginning of their employment or the date of the signing of this Agreement, whichever is later.

(B) The Employer shall retain all rights, powers and authority he had prior to entering into this Agreement, including, but not limited to, the sole right to manage his business and direct his work force; man and deman his jobs; to determine the number of men to be employed, when they will be employed and how they will be employed; to judge the satisfactory performance of work by a workman; 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 his workmen and to select and appoint supervision; to determine whether or not a foreman will be a working or non-working foreman; and to determine the starting and quitting time. The exercise of the foregoing powers and rights shall be limited only by the express and specific terms of this Agreement.

(C) 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.

(D) The Employer recognizes (D) 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 his appointment as Steward is given to the Employer at the Employer's main office within the geographical jurisdiction of the local Union.

(E) Eight (8) consecutive hours, exclusive of lunch period, between 7:00 a.m. and 4:30 p.m. shall constitute a regular day's work. Regular workdays are defined as Monday, Tuesday, Wednesday, Thursday, and Friday. Employees shall start work on all jobs within the jurisdiction of Local No. 98 at 8:00 a.m. and stop work at 4:30 p.m. or, at the option of the Contractor, shall start work at 7:00 a.m. and stop work at 3:30 p.m. Should the Contractor choose to start the Employees on a given job at 7:00 a.m., the Contractor must notify the Union of that fact and all plumbers employed by the Contractor on that job must be scheduled to start at 7:00 a.m.

(F) 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 he shall be allowed and paid two (2) hours "show up" time.

(G) 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.

(H) No Employer shall use his right of transfer to terminate an Employee.

(l) The Managing Director or the Executive Director of the Associations, or their designees, shall be permitted to review the Union's out-of-work list at any time.

ARTICLE II

Wages, Fringes, Travel And Parking

(A) (1) The term "gross wages" shall mean a sum equal to the total of an Employee's applicable straight time hourly wage rate, the hourly vacation and holiday contribution made on the Employee's behalf, his applicable hourly dues payment and his contribution to the Union Hall Fund. For the duration of this contract the gross wages for journeymen shall be as indicated in the "Wage and Benefit Schedule" at the beginning of this contract for the appropriate time period.

(2) The terms "basic hourly rate" or "regular rate of pay" shall refer to the Employee's straight time hourly rate of pay. For the duration of this agreement the straight time hourly rate of pay for journeymen shall be as indicated in the "Wage and Benefit Schedule" at the beginning of this contract for the appropriate time period.

(3) (a) An apprentice will not be paid for attending school.

(b) Apprentice wage rates shall be as indicated in the "Wage and Benefit Schedule" at the beginning of this contract for the appropriate time period.

(c) In subsequent years, the parties shall reopen the agreement annually to negotiate the rate of the first (1st) period apprentice. The second (2nd) through tenth (10th) period apprentice wage rate shall be adjusted by the same percentage that the wage

rate for the unrestricted journeyman is adjusted from one (1) year to another. The fringe benefit contribution for the third (3rd) through tenth (10th) period apprentices shall be 55.5% of the contribution of the unrestricted journeyman with the following exceptions: the contribution to the Defined Contribution Pension Fund shall be \$1.25 per hour or 50% of the contribution of the unlimited journeyman whichever is greater; and the contributions to the SUB Fund and the Training Fund shall be 100% of the contribution of the unrestricted journeyman plus 11%.

(4) Allocation of the wage and benefit package shall be at the discretion of the Union provided that a minimum of fifty percent (50%) of the package in any one (1) year shall be allocated to wages. 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. 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.

(B) Employees are to receive their pay by check or cash each week at a regular time and place for such payment and not more than four (4) days' pay shall be held back. Employees shall be paid on Thursday of each week. When 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 his Employees on the appropriate pay days specified above, he shall incur a late pay penalty 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.

(C) An Employee who is laid off shall be paid immediately. An Employee who quits may be required to wait until the next regular pay day for his pay. A 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.

(D) Each Employee shall receive with his 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.

(E) An overtime rate of time and one-half (1½) the Employee's regular 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 Section is not superseded by State or Federal Law.

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

(G) Jobs will be manned throughout the geographic jurisdiction of the Union without travel expense; however, an Employee shall be paid Thirty Two and a Half Cents (32.5¢) per mile traveled or a minimum of Three Dollars (\$3.00) per day, whichever is greater, as travel expense whenever he is authorized to travel in his car from one job location to another job location during one work day and he is not paid for carrying tools under Section 7(c) of the Supplemental Residential Construction Agreement.

(H) 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.

(I) Upon the presentation of a parking receipt, an Employee will be reimbursed up to a maximum of Twelve Dollars and Fifty Cents (\$12.50) for parking when free parking is not available.

(J) On contracts of jobs outside the geographical jurisdiction of the Union, where local conditions permit, one Employee from the Detroit area may be employed and remain on the job until completion of his 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 his personal living expenses shall be paid to him 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 Plumbers Local No. 98 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 man working outside the geographical jurisdiction of the Union shall be optional with the Employer.

(K) 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 his tools to guard against loss or damage of his equipment. Employees who receive tools from their Employers 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.

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

(M) An Employee shall receive a slip designating whether he has been discharged, laid off, or quit when he receives his check. A copy of such slip shall be furnished the Union.

(N) Periodic meetings shall be held at mutually agreed upon locations between representatives of the Associations and the paid Union officers as a semi annual basis, and shall be open to contractors and their field supervisors who wish to participate, and shall deal with the rights and responsibilities of such field supervisors under this Agreement.

ARTICLE III

Shift Work

(A) 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 a man on the second (2nd) or third (3rd) shift shall be fifteen percent (15%) over and above his basic hourly rate. 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 basic hourly rate.

(B) Employees working the second (2nd) or third (3rd) shift shall receive pay for actual hours worked. The shift rate for a man on the second (2nd) or third (3rd) shift shall be fifteen percent (15%) over and above his basic hourly rate. 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.

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

ARTICLE IV

Maintenance Work

The parties shall create a maintenance 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 two (2) Associations. 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 Union members and to enable contractors 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 signatory Associations.

ARTICLE V

Working Principals

(A) 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 (b)** of this Article. No more than two (2) principals shall work with the tools at any one time. The only exception to this **Article V(a)** shall be that one (1) principal may work with the tools to make emergency repairs. In the event the Union is unable to man the job, the principals can work with the tools. No more than two (2) working principals in any shop may participate in such fringe benefit programs.

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

(C) 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 monthly for not less than thirty-two (32) hours a week. In addition, all working principals shall pay to the Plumbers Local No. 98 Defined Benefit Pension Plan the applicable contribution in the "Wage and Benefit Schedule" of this agreement based on a minimum of 128 hours per month. 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 and shall pay for such coverage at the then current monthly premium as determined by the Insurance Fund. The working principal may elect to contribute to the Plumbers Local No. 98 Defined Contribution Pension Fund providing such payment does not violate the Internal Revenue Code.

ARTICLE VI

Trust Funds

(A) The parties agree that the Plumbers Local 98 Defined Benefit Pension Fund, Defined Contribution Retirement Trust; Insurance Fund, Vacation & Holiday Trust Fund, Supplemental Unemployment Benefit Trust Fund, Retiree Benefit Fund and the Metropolitan Detroit Plumbing Industry Training Trust Fund (Apprenticeship Fund) (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.

(B) Local No. 98 shall appoint three (3) Union Trustees to the Joint Trust Funds (as set out in Paragraph (A)) and the Metropolitan Detroit Plumbing and Mechanical Contractors Association shall appoint two (2) Employer Trustees to the Joint Trust Funds and the Plumbing, Heating and Cooling Contractors Association of Southeastern Michigan shall appoint one (1) Trustee to the Joint Trust Funds.

(C) The Employer shall make contributions to the following funds each month to the designated depository 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.

(D) The Employers shall contribute to the following fringe benefit funds:

(1) Vacation & Holiday Trust Fund -

(a) Effective the first full payroll period on or after June 1 of each year of this agreement, each Employer shall pay into Plumbers Local No. 98 Vacation and Holiday Trust Fund the applicable contribution specified in the "Wage and Benefit Schedule" of this agreement for each hour worked by each of his Employees covered by this Agreement regardless of whether the hours are worked at straight time or overtime.

All contributions paid to the Fund shall be allocated to the individual

account of each Employee. The overtime portion of any vacation and holiday payment on any overtime hours worked shall be paid directly to the Employee in his regular paycheck, and shall not be contributed to the Vacation and Holiday Fund. The Vacation and Holiday contribution shall be doubled for all overtime hours worked.

(b) The accumulated vacation and holiday pay shall be distributed to the Employees in accordance with the rules and regulations adopted by the Trustees of the Fund. Said rules and regulations shall provide, among other things, for the deduction by the Employer of the Employee's share of federal, state and local taxes on all sums paid to said Fund prior to such payment.

**(2) Metropolitan Detroit Plumbing Industry Training Trust Fund
(JATC) –**

(a) Effective the first full payroll period on or after June 1 of each year of this agreement, each Employer shall pay into the Metropolitan Detroit Plumbing Industry Training Trust Fund (MDPITTF) the applicable contribution specified in the "Wage and Benefit Schedule" of this agreement for each hour worked by each unrestricted journeyman covered by this Agreement regardless of whether the hours are worked at straight time or overtime, for the purpose of maintaining the building and programs established by the MDPITTF. The Employer shall pay a reduced contribution as specified in the "Wage and Benefit Schedule" of this agreement for each hour worked by a journeyman in light commercial, residential, and repair fields and paid on the same basis.

(b) 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. An Employer shall not employ more than one (1) Apprentice for each increment of up to four (4) Journeymen on any job site. Nothing contained in this section is, nor should be, construed as a ratio.

(c) There shall be a ten (10) period apprentice program for all apprentices. 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 collective bargaining agreement:

(i) 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) and second (2nd) period apprentices as specified in the "Wage and Benefit Schedule" of this agreement. Said apprentices shall not be eligible for coverage under any other fringe benefit fund. First (1st) and second (2nd) period apprentices shall attend school at night for four (4) hours a week as determined by the Joint Apprenticeship Training Committee (JATC).

(ii) Third (3rd) through Tenth (10th) period Apprentices shall be eligible for coverage under all fringe benefit funds provided, however, effective the first full payroll period on or after June 1 of each year of this agreement, the applicable contributions on said Apprentices shall be as specified in the "Wage and Benefit Schedule" of this agreement.

(d) The parties agree that an additional eighteen (18) apprentices shall be taken in the Apprentice Program every six (6)

months, unless the Joint Apprenticeship Training Committee (JATC) votes to reduce such intake.

(e) The Joint Apprenticeship Training Committee (JATC) shall maintain a pool of pre-apprentices which shall be available to perform any non-assembly work (i.e. loading and unloading of trucks, repair of tools, etc.) in the fabrication shop of an Employer and on all jobs where Federal, State or Municipal Compliance Programs are applicable. If the JATC is unable to furnish a pre-apprentice within forty-eight (48) hours (Saturdays, Sundays and Holidays excluded) of an Employer's request, the Employer may hire whomever it deems qualified as a pre-apprentice. In order to hire a pre-apprentice, an Employer must also employ, at the time of such hiring, at least one apprentice in such work if unemployed apprentices are available. The pre-apprentice shall be provided with (pre-apprentice) health insurance and paid the wage rate of a first (1st) period apprentice. On job sites where compliance programs are applicable, the contractor will request qualified journeymen and/or apprentices who meet the requirements of the compliance program before requesting a pre-apprentice under this section. A pre-apprentice shall not be assigned to work with a journeyman and/or apprentice.

(3) **Defined Benefit Pension Fund** - Effective the first full payroll period on or after June 1 of each year of this agreement, each Employer shall pay into Plumbers Local No. 98 Defined Benefit Pension Fund the

applicable contribution specified in the "Wage and Benefit Schedule" of this agreement for each hour worked by each of its Employees covered by this Agreement regardless of whether the hours are worked at straight time or overtime, for the purpose of providing pension benefits for the Employees, their widows and children younger than nineteen (19) years of age.

(4) Defined Contribution Retirement Trust -

(a) Effective the first full payroll period on or after June 1 of each year of this agreement in addition to all other compensation required by the terms of this Agreement, the Employer agrees to pay to Plumbers Local No. 98 Defined Contribution Pension Fund, for each Employee covered by this Agreement, the applicable contribution specified in the "Wage and Benefit Schedule" of this agreement for each hour worked, without regard to whether the hours are worked at straight time or overtime, for the purpose of providing pension benefits for the Employees.

(b) An Employee may elect to defer a portion of his regular straight time wages into the Defined Contribution Pension Plan under the following conditions:

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

(ii) Deferrals may only be in increments of fifty cents (\$0.50), one dollar (\$1.00), two dollars (\$2.00), three dollars

(\$3.00), four dollars (\$4.00), five dollars (\$5.00) for each straight time hour worked or to the IRS approved limit in whole dollar increments.

(iii) A deferral may be initiated by an Employee by obtaining a standard printed deferral form from the Defined Contribution Pension Plan Office, 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.

(iv) An Employee may revoke a deferral form at any time by advance written notification to the trustees of the Defined Contribution Pension Plan in accordance with rules established by said Trustees.

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

(vi) A continuation of this wage deferral plan is conditioned upon the approval of the amended Defined Contribution Pension Plan by the Internal Revenue Service.

(5) Plumbing & Mechanical Contractors Industry Fund –

(a) Unless otherwise provided for in this Agreement, effective the first full payroll period on or after June 1 of each year of this

agreement, each Employer shall pay into the Industry Fund the applicable contribution specified in the "Wage and Benefit Schedule" of this agreement for each hour worked by each of its Employees covered by this Agreement regardless of whether the hours are worked at straight time or overtime.

(b) This Fund shall be administered by the Associations for activities designed to promote and improve the industry, and the Agreement and Declaration of Trust, dated July 1, 1956, under which the Industry Fund has been created, together with any and all amendments, is hereby made a part of this Agreement by reference.

(c) Recommendations and suggestions for the operation of this Fund shall be referred to the Industrial Relations Committee for its consideration and comment before forwarding to the Trustees. A representative of the Industry Fund shall meet monthly with the Industrial Relations Committee to confer on Industry Fund activities.

(6) Management Education and Contract Administration Fund - Each Employer shall pay into the Plumbing & Mechanical Contracting Management Education and Contract Administration Fund the applicable contribution specified in the "Wage and Benefit Schedule" of this agreement for each hour worked by each of its Employees covered by this agreement, regardless of classification, whether these hours are worked on a straight time or overtime basis, to be used by the Association for 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.

(7) Insurance Fund –

(a) Unless otherwise provided for in this Agreement, effective the first full payroll period on or after June 1 of each year of this agreement, each Employer shall pay to Plumbers Local No. 98 Insurance Fund for each Employee covered by this Agreement the applicable contribution for Insurance specified in the "Wage and Benefit Schedule" of this agreement for each hour worked, which shall be used for the purpose of providing Group Insurance for Employees and their dependents and the applicable contribution for Supplemental Insurance specified in the "Wage and Benefit Schedule" of this agreement for each hour worked, which shall be used for the purpose of supplementing Group Insurance for Retirees and their dependents.

(8) Supplemental Unemployment Benefit Trust Fund -

(a) The parties agree to jointly recommend that the trustees adopt a \$150.00 a week benefit effective the first full payroll period on or after June 1, 2001, and to \$175.00 a week benefit effective the first full payroll period on or after June 1, 2002, and a \$200.00 a week benefit effective the first full payroll period on or after June 1, 2003.

(b) Unless otherwise provided for in this Agreement, effective the first full payroll period on or after June 1 of each year of this agreement, 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 for each hour worked by each of his Employees covered by this Agreement regardless of whether the hours are worked at straight time or overtime.

(9) Retiree Benefit Fund -

(a) Unless otherwise provided for in this Agreement, effective the first full payroll period on or after June 1 of each year of this agreement, each Employer shall pay into Plumbers Local No. 98 Retiree Benefit Fund the applicable contribution specified in the "Wage and Benefit Schedule" of this agreement for each hour worked by each of his Employees covered by this Agreement regardless of whether the hours are worked at straight time or overtime.

(b) Payment of benefits from the Retiree Benefit Fund shall be contingent upon, and subject to retaining such approval of the Internal Revenue Service as may be necessary to establish the deductibility, for Federal income tax purposes; of any and all contributions made by the Employers under applicable provisions of the Internal Revenue Code of 1954, as amended.

ARTICLE VII

Joint Administrative Committee

(A) The Metropolitan Detroit Plumbing and Mechanical Contractors Association, Inc. and the Union will each appoint one (1) representative to the Joint Administrative Committee 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 Committee must provide for equal voting rights between Union and Employer representatives.

(B) The purpose of the Joint Administrative Committee 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 Committee 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 Committee's discretion, the Committee 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 Associations, 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 Committee and are incorporated as if set forth herein. Acceptance of any contributions by any of the Joint Trust Funds, the Committee, Trustees, or Administrator 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 Committee 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.

(C) The Committee 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 Committee is authorized to accept, hold and return any security deposit that is furnished by an Employer to the Committee.

(D) Every Employer signatory to this Agreement, individually or through membership in the Associations, 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 Joint Administrative Committee to verify the correctness of reports transmitted by the Employer to the collection agent of the Funds.

(E) Expenses incurred by the Joint Administrative Committee in the performance of its functions shall be borne by the Funds on the basis agreed upon by the Joint Administrative Committee.

ARTICLE VIII

Job site Work

(A) 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 Industrial Relations Committee.

(B) The restrictions of Paragraph (A) 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 contractor has no right of control.

(C) 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 IX

Unemployment Compensation And Workers' Compensation

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, he shall pay his 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 he had been a covered Employer.

ARTICLE X

Industrial Relations Committee

(A) Should any differences of any kind arise between the Associations, 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.

(B) The Industrial Relations Committee under this Agreement shall be made up of two (2) representatives from the Metropolitan Detroit Plumbing and Mechanical Contractors Association, Inc., one (1) representative from the Plumbing, Heating & Cooling Contractors Association of Southeastern Michigan, Inc., and three (3) representatives from the Union. All grievances which cannot be resolved by discussion between the Managing Director or the Executive Director of the respective Associations

and the Union representatives shall be referred to the Committee 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 Committee shall meet and attempt to settle the matter.

(C) In the event the matter cannot be settled by the Committee 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 Committee. In the event the Committee 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. His fees and expenses shall be borne equally by the Union and the Associations.

(D) 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.

ARTICLE XI

Strikes and Lockouts

So long as this Agreement is in effect, the Union will not cause, or permit its members to cause, nor will any member of the Union 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 Section 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. Nothing contained in this Section shall prohibit strike action, authorized by the Joint Administrative Committee, against an Employer for the non-payment of fringe benefit contributions, or prohibit strike action against Employer for the non-payment (as distinguished from late payment) of wages. Provided further that it shall not be a violation of this Section 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 Greater Detroit Building Trades Council. So long as this Agreement is in effect, the Employer agrees not to lock-out Employees covered by this Agreement.

ARTICLE XII

Light Commercial Work

(A) The following provisions of this **Article XII** shall apply only to Journeymen and Apprentice Plumbers working within the jurisdiction of Plumbers Local No. 98 on light commercial work. The term "light commercial" work shall refer to plumbing work installed in the following described structures only:

- 1)** strip stores
- 2)** existing supermarkets (tenant improvement)
- 3)** restaurants (except those associated with building structures using the "large rate")

- 4) convenience stores
- 5) industrial park buildings (permitted plumbing)
- 6) one (1) story retail or office buildings up to 25,000 square feet
- 7) tenant work up to 25,000 square feet per tenant
- 8) medical or dental suites not owned or leased by a major hospital corporation
- 9) any other work jointly agreed upon in writing by both the Union and Employer to preserve work.

If an Employer provides the Union with a written request for a variation to **Items 1-8** above, the Union agrees it will respond to the Employer's request within forty-eight (48) hours, otherwise the light commercial work rates shall apply.

(B) The applicable wage rate and fringe benefit contribution for Journeymen Plumbers engaged in light commercial work is set out in the Wage and Benefit Schedule of this agreement.

(C) An Employer agrees to notify the Union on the fringe form of the category of light commercial work used by an Employer on a project and list the address and type of work involved.

(D) Saturday work may be worked at straight time in all light commercial construction when, due to inclement weather, a work day is missed during the regular work week.

(E) The terms and conditions governing residential construction are set forth in a supplemental residential construction agreement which terms and conditions are specifically incorporated herein by reference.

ARTICLE XIII

Temporary Heat

(A) 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 Plumbers Local No. 98.

(B) It is optional with the owner or contractor 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 (C).

(C) On any job where temporary heat is provided, stand-by maintenance shall be at the sole option of the contractor. Should stand-by maintenance be required by the contractor, the conditions set forth in Paragraphs (D) through (H) of this Article shall apply.

(D) 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.

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

(F) When Employees covered by this Agreement are employed on a job during regular working hours, stand-by maintenance will be optional to owner or contractor.

(G) 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 man.

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

ARTICLE XIV

Guaranty Of Contract Liability

(A) Every Employer who is signatory to this Agreement and who either employs members of Plumbers Local No. 98, or has principals working with the tools under **Article V**, 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 amount of such financial guarantee bond shall be \$15,000 for an Employer employing (1) to (5) Employees, or \$25,000 for an Employer employing (6) to (10) Employees, or \$30,000 for an Employer employing (11) to (15) Employees, or \$40,000 for an Employer employing over (15) Employees effective the first full payroll period on or after June 1, 2001. The parties will re-open this **Section**

(A) for reconsideration sixty (60) days prior to June 1, 2004. The original copy of the financial guarantee bond shall be deposited with the Trustees of the Plumber and Pipefitter Joint Administrative Committee. Should an Employer be late in the payment of his fringe benefits twice in any six (6) month period, the Employer shall be required, if directed by the Joint Administrative Committee, to post an additional financial guarantee bond, in an amount equal to his initial bond, with the Trustees of the Plumber and Pipefitter Joint Administrative Committee. Said additional bond shall be effective for the period of the initial bond or for such other period as is established by the Joint Administrative Committee.

(B) 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 **Section (A)**, which shall be placed in an account administered by the Trustees of the Joint Administrative Committee 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 XV

Repair Work

(A) The provisions of this Article shall apply only to Journeymen, Apprentices and Metal Trades Repair Plumbers performing work within the jurisdiction of Plumbers Local No. 98 in repair shops. The provisions of this Article shall govern only in the instances set out below and in all other cases the provisions of the remainder of the Agreement shall apply.

(B) 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 Repair Plumber shall participate in journeyman fringe benefit programs, regardless of whether he/she is licensed, unless he/she has five (5) years of documented field experience.

(C) Hours of Work -

(1) At the discretion of the Employer the normal work day shall be eight (8) consecutive hours of work, excluding a thirty (30) minute lunch period, which shall be scheduled between the hours of 6:00 a.m. and 6:30 p.m.

(2) No Journeyman or Apprentice Employee shall work in excess of forty-four (44) hours per week until all other regularly employed Journeymen in the shop have worked forty-four (44) hours. Time worked on night calls shall not be included in the limitation of forty-four (44) hours. Any Employee assigned for night calls shall be guaranteed at least five (5) hours pay per regular week at straight time and must be available to work when called.

(3) No Employee shall work overtime without first obtaining approval from an authorized company representative.

(D) Overtime Work and Rates -

(1) On all jobs where a building permit is required which affects the plumbing work involved, an overtime rate of time and one-half (1½) shall be paid for the first two (2) hours of overtime worked Monday through Friday and for the first eight (8) hours of work on Saturday. For all hours worked in excess of the above on such job, Monday through Saturday, as well as for all hours worked on such job on Sundays and holidays, the overtime rate of double time shall be paid.

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

(3) Any essential repair job called in or started before quitting time, which may be completed by working not more than two (2) hours overtime, shall be paid for at straight time. If, however, the time required to complete the job runs more than two (2) hours overtime, all work performed after the regular quitting time shall be paid for at the rate of time and one-half (1½).

(E) Stewards - Shop Stewards may be appointed by Plumbers Local No. 98 in each repair shop.

(F) Metal Trades Repair Plumber -

(1) Metal Trades Repair Plumbers may be employed by the Employer on any work except work which requires a building permit or which is classified as new construction.

(2) The parties agree that a committee of three (3) representatives from the Union and three (3) representatives from the Associations shall be appointed to devise a mutually agreeable solution to the manpower shortage affecting contractors in the repair field. The committee shall meet at least monthly.

(3) The wage rates, employer fringe benefit contributions and working conditions for Metal Trades Repair Plumbers shall be as set forth in the Wage and Benefit Schedule of this agreement.

(4) 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 Metal Trades Committee.

(5) It is agreed that a ninety (90) day trial period for all new metal tradesman, shall exist prior to union initiation. Fringe Benefits shall be paid on a Metal Tradesman commencing the first day of employment.

(6) A contractor must employ one (1) Journeyman in order to be eligible to employ up to three (3) Metal Trades Repair Plumbers. Thereafter, in order to be able to employ additional Metal Trades Repair Plumbers, the

contractor must maintain a hiring ratio of one (1) Journeyman for every three (3)

Metal Trades Repair Plumbers on his payroll.

(G) Working Principal - Where a Working principal within the meaning of **Article V** is a union member and is working in the repair field, said working principal shall make all of the contributions required by **Article V(C)** of this Agreement under the conditions set forth in that paragraph.

(H) Should a contractor utilize the National Mechanical Plumbing Equipment/System Service and Maintenance Agreement, the parties agree, upon written notice from the Associations, 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.

(I) Tools -

(1) Journeymen and apprentices on repair 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)

Work Gloves (personal option)/Employing contractor shall provide welding gloves for proper application (welding, cutting, handling of hot materials)

Hard Hat

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

14" Pipe Wrench – Rigid

18" Pipe Wrench – Rigid

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

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

Hackson Frame – Rigid #1012 (blades by employing contractor)

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 $\frac{3}{4}$ " x 7" – Endears

Adjustable 12" Tri-Square – Great Neck CS12C

Safety Glasses/Non-Prescription – Safety Services A/O

Tool Box with Tray – Waterloo #23937

Padlock/Combination – Master #175 Adjustable Combo

(2) When Journeymen and Apprentices 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.

ARTICLE XVI

General

(A) 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 Associations 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.

(B) 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 Associations affirm that no provision contained in their Constitution or Bylaws will prevent compliance with the terms of this Agreement. In the event of any conflict arising, this Agreement will prevail.

(C) It is understood and agreed that the Associations are acting only as agents for those persons, firms, partnerships, corporations or joint ventures who have

authorized them to negotiate and execute this Agreement and in no event shall either Association be bound as principal or be held liable in any manner for any breach of this contract by any Employers for whom they are acting, or any Employees of such Employer. It is further agreed and understood that the liabilities of the Employers who are bound by this contract shall be several and not joint.

(D) 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.

(E) 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.

(F) This Agreement may be amended by mutual agreement.

(G) When an Employer is awarded work by an owner or his agent or another contractor, 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 Associations agree to adopt an educational program for their members regarding such

work. Disagreements over any claimed violation of this section of the Agreement shall be submitted to the Industrial Relations Committee as provided for in **Article X**.

(H) The Employer members of the two Associations 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 agents. Upon notification of receipt of such authorizations, the Employer members of the Associations shall deduct such sums, and on such bases, as are set out in **section (K) of this Article**, from the wages of Employees covered by said authorizations and shall remit the same to an agent designated by the Associations for transmittal to the Local Union. The Union shall indemnify and save the Associations and/or their 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 Section.

(I) 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.

(J) 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.

(K) There shall be two (2) classes of union dues under this agreement, working dues and general dues.

(1) The amounts referred to in this section 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 **section (H) of this Article:**

(a) Unrestricted Journeyman – The applicable amount for “Working Dues” as specified in the “Wage and Benefit Schedule” of this agreement;

(b) Light Commercial or Service Repair - The applicable amount for “Working Dues” as specified in the “Wage and Benefit Schedule” of this agreement for the appropriate time period

(2) 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 **section (H) of this Article.**

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 his regular paycheck.

(3) In addition, Union members shall, where required elsewhere in this agreement, have contributions to the Union Hall Building Fund deducted from their pay and remitted to the Union.

(L) The Industrial Relations Committee 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 committee shall be in writing and shall not trigger the provisions of **Article XVI Section (D)** of this agreement. Such modification shall apply to all signatory contractors bidding said projects.

(M) Members of the Union shall not do any moonlighting for another Employer or on their own when employed or unemployed. Any member of the Union who violates this section shall lose all SUB credits in his 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.

(N) A contribution to the International Training Fund, in the applicable amount specified in the "Wage and Benefit Schedule" of this agreement, shall be made for each hour worked by an Employee, whether on a straight time or overtime basis.

ARTICLE XVII

Safety

(A) 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 contractor. Failure to comply with such rules may result in removal from the job.

(B) 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.

(C) The parties agree that a committee of three (3) representatives appointed by the Union and three (3) representatives appointed by the Associations shall devise a program for journeyman training in mandatory safety and first aid matters.

ARTICLE XVIII

Amendment

(A) This agreement may be amended in writing by the mutual agreement of the Associations and the Union.

(B) All persons and firms bound by this Agreement and memoranda, shall be bound by any amendments, renewal, deletions, modifications, extension, or any other

changes that may be agreed upon in writing by the Associations and Union. Each employer signatory to this Agreement, hereby agrees to be bound by any such amendments, renewal, deletion, modification or extensions on the same effective date as agreed upon between said Association and the Union. Any changes made during the life of this Agreement, as provided above, shall be made available to all contractors signatory to the Agreement.

Article XIX

Duration of Agreement

The Agreement is for the period June 1, 2001 through May 31, 2006, and it is mutually agreed that unless one of the Associations or the Union shall serve on the Associations and/or the Union 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 any Association or the Union to serve on the other Association or the Union 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 _____, 20____.

Accepted by Representatives of:

METROPOLITAN DETROIT PLUMBING
AND MECHANICAL CONTRACTORS
ASSOCIATION, INC.

PLUMBING, HEATING & COOLING
CONTRACTORS ASSOCIATION OF
SOUTHEASTERN MICHIGAN, INC.

By: _____

By: _____

JOURNEYMEN PLUMBERS UNION,
LOCAL NO. 98

By: _____

APPENDIX "B"

AUTHORIZATION FOR CHECK-OFF OF DUES

TO: ALL CONTRACTOR MEMBERS of the METROPOLITAN DETROIT PLUMBING AND MECHANICAL CONTRACTORS ASSOCIATION, INC., the PLUMBING, HEATING & COOLING CONTRACTORS ASSOCIATION OF SOUTHEASTERN MICHIGAN, INC., and to ANY OTHER EMPLOYER WHO HAS SIGNED A COLLECTIVE BARGAINING AGREEMENT WITH PLUMBERS LOCAL NO. 98.

I hereby assign to Plumbers Local No. 98 of the United Association of Journeymen and Apprentices of the United States and Canada, AFL-CIO (hereinafter referred to as "Local 98"), from any wages earned or to be earned by me as your Employee, any sum certified in writing by Local 98 to the Associations, up to a maximum of four percent (4%) of the total Journeyman wage and fringe benefit contribution that would be contributed on my behalf (excluding PMC), for each hour worked, whether on straight time or overtime, as membership dues. I authorize and direct you to deduct such amount from my pay and to remit the same to Local 98 at such times and in such manner as may be agreed upon between the Metropolitan Detroit Plumbing and Mechanical Contractors Association, Inc., the Plumbing, Heating & Cooling Contractors Association of Southeastern Michigan, Inc. (hereinafter referred to as the "Associations"), and Local 98 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 Associations or you, my Employer, and Local 98, 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 Associations or you, my Employer, and Local 98; whichever shall be shorter, unless written notice is given by me to the Associations 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 Associations or you, my Employer, and Local 98, whichever occurs sooner.

This authorization shall be fully applicable to the Light Commercial/Repair rates set forth in the "Wage and Benefit Schedule" at the beginning of this contract for the appropriate time period except that any deductions under this authorization for such rates shall not exceed eighty-three cents (83¢) per hour.

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**

This Supplemental Maintenance Agreement is made and entered into this 1st day of June, 2001, by and between the METROPOLITAN DETROIT PLUMBING AND MECHANICAL CONTRACTORS ASSOCIATION, INC., the PLUMBING, HEATING & COOLING CONTRACTORS ASSOCIATION OF SOUTHEASTERN MICHIGAN, INC. (hereinafter referred to as the "Associations," representing their individual members who are hereinafter referred to as the "Contractors"), 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 called the "Union").

WITNESSETH:

WHEREAS, both the Associations and the Union desire to garner additional work in the maintenance area for the betterment of the industry, and the Contractors and tradesmen; and

WHEREAS, both the Associations 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 Contractors shall attempt to employ members of the Union who are working under the terms of said Supplemental Maintenance Agreement on a permanent basis where possible;

NOW, THEREFORE, IT IS AGREED:

Section (a) COVERAGE

(1) The provisions of this Supplemental Agreement shall apply only to maintenance work, as defined below, that is within the exclusive jurisdiction of Plumbers Local No. 98. The terms and conditions of the master Collective Bargaining Agreement between the Associations 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.

(2) Nothing contained herein shall preclude a Contractor from working under any maintenance agreement approved by the United Association of the signatory Employer Associations 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 Associations working under the terms of said agreements upon request.

Section (b) DEFINITIONS

(1) 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.

(2) In applying this Supplemental Maintenance Agreement, the following definitions shall apply:

(i) 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.

(ii) 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.

(iii) 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.

Section (c) DAY WORK CONDITIONS

(1) 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.

(2) 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.

(3) By mutual consent of the Contractor 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.

Section (d) TEMPORARY SHIFT WORK CONDITIONS

(1) When so elected by the Contractor, 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.

(2) 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.

(3) 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.

Section (e) PERMANENT SHIFT WORK CONDITIONS

(1) A four-cycle shift system will be operated only when the work is considered to be of a permanent nature. The names of those men employed on permanent shifts will be published showing shift rotation and the working shift or the day off for each man for a period of at least three (3) months.

(2) 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.

(3) 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.

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

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

Section (f) 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 Detroit Building 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.

Section (g) MISCELLANEOUS

(1) All disputes under the terms of this Supplemental Maintenance Agreement will be resolved through the Industrial Relations Committee which is set forth in **Article X** of the master Collective Bargaining Agreement.

(2) Every time a Contractor member of one of the Associations intends to work under the terms and conditions of this Supplemental Maintenance Agreement, the Contractor shall send a written notice to the Union, with a copy to the appropriate 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 Contractor, the appropriate 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 Contractor of each 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 **Section (g)(1)** above.

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

By: _____
METROPOLITAN DETROIT
PLUMBING AND MECHANICAL
CONTRACTORS ASSOCIATION, INC.

By: _____
PLUMBING, HEATING & COOLING
CONTRACTORS ASSOCIATION OF
SOUTHEASTERN MICHIGAN, INC.

By: _____
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

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

(Name of Job Site)

By: _____
(Contractor)

By: _____
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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this 1st day of June, 2001, by and between the METROPOLITAN DETROIT PLUMBING AND MECHANICAL CONTRACTORS ASSOCIATION, INC., the PLUMBING, HEATING & COOLING CONTRACTORS ASSOCIATION OF SOUTHEASTERN MICHIGAN, INC. (hereinafter referred to as the "Associations"), and JOURNEYMEN PLUMBERS LOCAL NO. 98 (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, the parties have entered into a Collective Bargaining Agreement effective June 1, 2001, and

WHEREAS, the parties desire to clarify certain understandings reached during the negotiation of said Agreement;

NOW, THEREFORE, IT IS AGREED:

1. The Union recognizes that emergency 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 **Article II(G)**.

WHEREFORE, this Memorandum of Understanding is executed by the duly authorized representatives of the parties on the day and date first above written.

**METROPOLITAN DETROIT PLUMBING
AND MECHANICAL CONTRACTORS
ASSOCIATION, INC.**

**PLUMBING, HEATING & COOLING
CONTRACTORS ASSOCIATION OF
SOUTHEASTERN MICHIGAN, INC.**

By: _____

By: _____

**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: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this 1st day of June, 2001, by and between the METROPOLITAN DETROIT PLUMBING AND MECHANICAL CONTRACTORS ASSOCIATION, INC., the PLUMBING, HEATING & COOLING CONTRACTORS ASSOCIATION OF SOUTHEASTERN MICHIGAN, INC. (hereinafter referred to as the "Associations"), and JOURNEYMEN PLUMBERS LOCAL NO. 98 (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, the parties have entered into a Collective Bargaining Agreement effective June 1, 2001, and

WHEREAS, the parties desire to clarify certain understandings reached during the negotiation of said Agreement;

NOW, THEREFORE, IT IS AGREED:

1. 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 by the Contractor and the Union. The summer worker shall be permitted to perform the duties of a first (1st) period apprentice including, but not limited to material handling, digging and job site clean up. Summer workers must have a work permit issued by Local No. 98. The summer worker shall receive the following:

a) A minimum hourly rate of pay equal to the rate of pay for a first period apprentice;

b) Working dues - as specified in the "Wage and Benefit Schedule" of this agreement.

WHEREFORE, this Memorandum of Understanding is executed by the duly authorized representatives of the parties on the day and date first above written.

METROPOLITAN DETROIT PLUMBING
AND MECHANICAL CONTRACTORS
ASSOCIATION, INC.

PLUMBING, HEATING & COOLING
CONTRACTORS ASSOCIATION OF
SOUTHEASTERN MICHIGAN, INC.

By: _____

By: _____

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: _____

MEMORANDUM OF UNDERSTANDING

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WITNESSETH:

WHEREAS, the parties have entered into a Collective Bargaining Agreement effective June 1, 2001, and

WHEREAS, the parties desire to clarify certain understandings reached during the negotiation of said Agreement;

NOW, THEREFORE, IT IS AGREED:

1. The parties understand that the right of the Employer, in **Article I(B)** of the Agreement, to determine the starting and quitting time is to be exercised primarily for overtime purposes.

2. The parties further understand that the sole purpose of **Article I(E)** of the Agreement is to define the work day for the computation of overtime premium pay.

WHEREFORE, this Memorandum of Understanding is executed by the duly authorized representatives of the parties on the day and date first above written.

**METROPOLITAN DETROIT PLUMBING
AND MECHANICAL CONTRACTORS
ASSOCIATION, INC.**

**PLUMBING, HEATING & COOLING
CONTRACTORS ASSOCIATION OF
SOUTHEASTERN MICHIGAN, INC.**

By: _____

By: _____

**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: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this 1st day of June, 2001, by and between the METROPOLITAN DETROIT PLUMBING & MECHANICAL CONTRACTORS ASSOCIATION, INC., the PLUMBING, HEATING & COOLING CONTRACTORS ASSOCIATION OF SOUTHEASTERN MICHIGAN, INC. (hereinafter referred to as the "Associations"), and JOURNEYMEN PLUMBERS LOCAL NO. 98 (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, the parties have entered into a Collective Bargaining Agreement effective June 1, 2001, and

WHEREAS, the parties desire to clarify certain understandings reached during the negotiation of said Agreement;

NOW, THEREFORE, IT IS AGREED:

In connection with **Article XI**, the parties agree that the liability of the Union for refusal of its members to cross a picket line duly authorized by the Greater Detroit Building Trades Council shall not commence until the date on which an 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:

(1) Whether the evidence submitted to the Union reasonably established that the purpose of the duly authorized picket line was unlawful, and

(2) The liability of the Union, if any, shall be determined solely by the Industrial Relations Committee or by an arbitrator, appointed pursuant to **Article XI** hereof, following a deadlock among the members of the Industrial Relations Committee.

WHEREFORE, this Memorandum of Understanding is executed by the duly authorized representatives of the parties on the day and date first above written.

METROPOLITAN DETROIT PLUMBING
AND MECHANICAL CONTRACTORS
ASSOCIATION, INC.

PLUMBING, HEATING & COOLING
CONTRACTORS ASSOCIATION OF
SOUTHEASTERN MICHIGAN, INC.

By: _____

By: _____

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: _____

MEMORANDUM OF UNDERSTANDING

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WITNESSETH:

WHEREAS, the parties have entered into a Collective Bargaining Agreement effective June 1, 2001, and

WHEREAS, the parties desire to clarify certain understandings reached during the negotiation of said Agreement;

NOW, THEREFORE, IT IS AGREED:

1. The contractor shall have the right to select anyone on the Union's out-of-work list, regardless of his position on such a list, to work as a foreman or in any other supervisory capacity.

2. The parties agree that the provisions of **Article XVI(E)** shall be inapplicable to this Memorandum of Understanding should the parties elect not to append it to the existing Collective Bargaining Agreement.

WHEREFORE, this Memorandum of Understanding is executed by the duly authorized representatives of the parties on the day and date first above written.

**METROPOLITAN DETROIT PLUMBING
AND MECHANICAL CONTRACTORS
ASSOCIATION, INC.**

**PLUMBING, HEATING & COOLING
CONTRACTORS ASSOCIATION OF
SOUTHEASTERN MICHIGAN, INC.**

By: _____

By: _____

**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: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this 1st day of June, 2001, by and between the METROPOLITAN DETROIT PLUMBING & MECHANICAL CONTRACTORS ASSOCIATION, INC., the PLUMBING, HEATING & COOLING CONTRACTORS ASSOCIATION OF SOUTHEASTERN MICHIGAN, INC. (hereinafter referred to as the "Associations"), and JOURNEYMEN PLUMBERS LOCAL NO. 98 (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, the parties have recently executed a Collective Bargaining Agreement which, among other things, calls for the deduction of Union dues under the provisions of **Article XVI(H)** of said Agreement; and

WHEREAS, the parties wish to clarify their intention as to the meaning of the term "wage" under **Article XVI(H)** of the Agreement as well as the check-off authorization which is appended to said Agreement as **Appendix "B;"**

NOW, THEREFORE, IT IS AGREED:

1. For purposes of **Article XVI(H)** and **Appendix "B"** of the 2001 - 2006 Collective Bargaining Agreement only, the term "wages" shall mean a sum equal to the total of an Employee's applicable hourly wage rate and his applicable union dues.
2. For purposes of all other articles and appendices of said Agreement, the term "wages" shall have the meaning ascribed to it by **Article II** thereof.

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

**METROPOLITAN DETROIT PLUMBING
AND MECHANICAL CONTRACTORS
ASSOCIATION, INC.**

**PLUMBING, HEATING & COOLING
CONTRACTORS ASSOCIATION OF
SOUTHEASTERN MICHIGAN, INC.**

By: _____

By: _____

**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: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this 1st day of June, 2001, by and between the METROPOLITAN DETROIT PLUMBING & MECHANICAL CONTRACTORS ASSOCIATION, INC., the PLUMBING, HEATING & COOLING CONTRACTORS ASSOCIATION OF SOUTHEASTERN MICHIGAN, INC. (hereinafter referred to as the "Associations"), and JOURNEYMEN PLUMBERS LOCAL NO. 98 (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, the parties have entered into a Collective Bargaining Agreement effective June 1, 2001, and

WHEREAS, the parties desire to clarify certain understandings reached during the negotiation of said Agreement;

NOW, THEREFORE, IT IS AGREED:

Should the Metropolitan Detroit Plumbing & Mechanical Contractors Association, Inc., fail to negotiate a shift work provision with Pipefitters Local Union No. 636 which is substantially similar to the shift work provision contained herein and plumbers represented by Local 98 are assigned to a composite crew with members of Local 636 to perform optional work, and the plumber members of the composite crew are working on a shift-work basis while the pipefitter members of the composite crew are being paid overtime premium for their work, then, and only then, the plumber members of the composite crew will not receive a shift premium but instead will receive an overtime premium that will be calculated in the same manner as that used for the Pipefitter

Employees of the crew. In all other cases, however, shift premium shall be applicable regardless of how other tradesmen on the job may be compensated.;

WHEREFORE, this Memorandum of Understanding is executed by the duly authorized representatives of the parties on the day and date first above written.

METROPOLITAN DETROIT PLUMBING AND MECHANICAL CONTRACTORS ASSOCIATION, INC.

PLUMBING, HEATING & COOLING CONTRACTORS ASSOCIATION OF SOUTHEASTERN MICHIGAN, INC.

By: _____

By: _____

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: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this 1st day of June, 2001, by and between the METROPOLITAN DETROIT PLUMBING & MECHANICAL CONTRACTORS ASSOCIATION, INC., the PLUMBING, HEATING & COOLING CONTRACTORS ASSOCIATION OF SOUTHEASTERN MICHIGAN, INC. (hereinafter referred to as the "Associations"), and JOURNEYMEN PLUMBERS LOCAL NO. 98 (hereinafter referred to as the "Union").

WITNESSETH

WHEREAS, the parties are concerned about preserving work for union contractors and union tradesmen in the residential and light commercial areas; and

WHEREAS, the parties are willing to interpret **Article XXI** to accomplish this goal;

NOW, THEREFORE, IT IS AGREED:

1. The contractor shall have the right to do any fast food and/or chain restaurant at the light commercial rate regardless of the provisions of **Article XII(A)(3)** provided he informs the Union of the name of the chain restaurant.

2. The contractor shall have the right to do commercial office buildings in excess of 10,000 square feet at the light commercial rate regardless of the provisions of **Article XII(A)(6)** providing the Union agrees in writing.

3. The contractor shall have the right to do any small tenant work excluding anchor tenants, at the light commercial rate regardless of the provisions of **Article XII(A)(7)**.

WHEREFORE, this Memorandum of Understanding is executed by the duly authorized representatives of the parties on the day and year first written above.

**METROPOLITAN DETROIT PLUMBING
MECHANICAL CONTRACTORS
ASSOCIATION, INC.**

**PLUMBING, HEATING & COOLING
CONTRACTORS ASSOCIATION OF
SOUTHEASTERN MICHIGAN, INC.**

By: _____

By: _____

**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: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this 1st day of June, 2001, by and between the METROPOLITAN DETROIT PLUMBING & MECHANICAL CONTRACTORS ASSOCIATION, INC., the PLUMBING, HEATING & COOLING CONTRACTORS ASSOCIATION OF SOUTHEASTERN MICHIGAN, INC. (hereinafter referred to as the "Associations"), and JOURNEYMEN PLUMBERS LOCAL NO. 98 (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, the parties have recently executed a collective bargaining agreement which, among other things, calls for the right of the Associations to be able to increase the contribution to the Industry Fund if they so choose.

NOW THEREFORE IT IS AGREED:

The Associations upon written notification to the Union, may increase the contribution to the Industry Fund up to a maximum of five cents (.05¢) a year in any two (2) years of this agreement.

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

METROPOLITAN DETROIT PLUMBING & MECHANICAL CONTRACTORS ASSOCIATION, INC.

PLUMBING, HEATING & COOLING CONTRACTORS ASSOCIATION OF SOUTHEASTERN MICHIGAN, INC.

By: _____

By: _____

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: _____

Memorandum of Understanding

This Memorandum of Understanding is made and entered into this 1st day of June, 2001, by and between the METROPOLITAN DETROIT PLUMBING & MECHANICAL CONTRACTORS ASSOCIATION, INC., the PLUMBING, HEATING & COOLING CONTRACTORS ASSOCIATION OF SOUTHEASTERN MICHIGAN, INC. (hereinafter referred to as the "Associations"), and JOURNEYMEN PLUMBERS LOCAL NO. 98 (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, the parties have entered into a collective bargaining agreement effective June 1, 2001, and

WHEREAS, the parties desire to clarify certain understandings reached regarding the term "Fully Funded"

NOW THEREFORE IT IS AGREED:

1) The parties agree that for purposes of the benefits set out in **Article VI (U - W)** there shall be, at all times, sufficient funds in the trust to fully fund all earned credit units.

2) For the purposes of **Article II (A)(4)** and **Article VI (U - W)** of this agreement, the term "fully funded" shall mean that, by the end of this agreement, plan assets are sufficient to fund 26 weeks of SUB benefits for all participants with at least 26 credit units ("funding level") provided however, it is understood benefit levels will not be reduced during periods of unemployment unless the funding level drops below fifteen (15) weeks.

3) It is further provided that, for purpose of **Article II (A)(4)** and **Article VI (J - K)** of the agreement, the term fully funded 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.

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

**METROPOLITAN DETROIT PLUMBING
& MECHANICAL CONTRACTORS
ASSOCIATION, INC.**

**PLUMBING, HEATING & COOLING
CONTRACTORS ASSOCIATION OF
SOUTHEASTERN MICHIGAN, INC.**

By: _____

By: _____

**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: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this 1st day of June, 2001, by and between the METROPOLITAN DETROIT PLUMBING AND MECHANICAL CONTRACTORS ASSOCIATION, INC., the PLUMBING, HEATING & COOLING CONTRACTORS ASSOCIATION OF SOUTHEASTERN MICHIGAN, INC. (hereinafter referred to as the "Associations"), and JOURNEYMEN PLUMBERS LOCAL NO. 98 (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, contractors signatory to the 1998-2001 collective bargaining agreement made contributions into a separate escrow fund for the construction or purchase of a new apprentice training center (the "center"), and

WHEREAS, said contributions ceased as of May 31, 2001, and

WHEREAS, the parties have agreed upon how such contributions as are contained in the escrow fund shall be handled;

NOW, THEREFORE, IT IS AGREED:

1. Contributions made by contractors for the purchase or construction of the center prior to May 31, 2001 shall remain in the escrow fund until June 1, 2002, or a new center is purchased or under new construction whichever is earlier. Any training program must comply with the requirements contained in the original memorandum of understanding i.e. ISO 9000. If a new center is not purchased or under construction by June 1, 2002, the employer contributions shall be returned to the employers together

with their allocable share of the interest in the manner contemplated by the parties memorandum of understanding dated July 20, 2000.

**METROPOLITAN DETROIT PLUMBING
& MECHANICAL CONTRACTORS
ASSOCIATION, INC.**

**PLUMBING, HEATING & COOLING
CONTRACTORS ASSOCIATION OF
SOUTHEASTERN MICHIGAN, INC.**

By: _____

By: _____

**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 A CONTRACTOR WHO IS NOT A
MEMBER OF EITHER ASSOCIATION SIGNATORY TO THIS AGREEMENT**

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 Metropolitan Detroit Plumbing & Mechanical Contractors Association, Inc., the Plumbing, Heating & Cooling Contractors Association of Southeastern Michigan, 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 1, 2001 through May 31, 2006. I am familiar with all terms and conditions contained therein, and, for and on behalf of the above-named Company, I herewith adopt said Collective Bargaining 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 Associations under **Article XVIII** (Duration Of Agreement) shall also be deemed to be notice to the undersigned Contractor.

FOR THE CONTRACTOR:

(Contractor Name)

(Address) (Telephone)

(City) (State) (Zip Code)

By: _____

THE UNION: Local Union No. _____

By: _____
(Signature) (Title)

Date: _____, 20__

(Signature)

(Title)

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 stand pipes, 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 motor cars, 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, superheaters, 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, driers, 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 chlorination 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 pipe fitting 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 pipe fitting 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 pipe fitting 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 pipe fitting industry, regardless of size or shapes.

K8507
1,400 workers

14 pp.

**SUPPLEMENTAL RESIDENTIAL
CONSTRUCTION AGREEMENT**

Between

**METROPOLITAN DETROIT
PLUMBING AND MECHANICAL
CONTRACTORS ASSOCIATION, INC.**

and the

**PLUMBING, HEATING & COOLING
CONTRACTORS ASSOCIATION OF
SOUTHEASTERN MICHIGAN, INC.**

and the

**JOURNEYMEN PLUMBERS
LOCAL NO. 98
of Detroit, Michigan**

Effective
September 1, 2001 through May 31, 2006

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RESIDENTIAL PLUMBER JOURNEYMAN

Wages:

1 st Period RPT	\$13.98
2 nd Period RPT	\$16.31
3 rd Period RPT	\$18.64
Residential Plumber Journeyman	\$23.30

In addition, the Residential Pipe Tradesman shall have the following fringe benefit contributions effective the first full payroll period on or after September 1, 2001:

a) 1st, 2nd and 3rd Period RPT

Union Working Dues (taxable)	(\$.50)
Insurance – Employee	\$ 3.20
Defined Contribution Pension	\$ 1.00
International Training Fund	\$.05
Industry Fund	\$.25

b) Residential Plumber Journeyman

Vacation & Holiday Fund (taxable)	(\$ 1.25)
Dues: General (taxable)	(\$.15)
Working (taxable)	(\$.53)
Union Hall Dues (taxable)	(\$.15)
Insurance – Employee	\$ 3.17
– Retiree Supplemental	\$ 0.87
Industry Fund	\$.25
Training Fund	\$.26
International Training Fund	\$.05
Defined Benefit Pension	\$ 3.15
Defined Contribution Pension	\$ 1.50
S.U.B. Fund	\$.25
Retiree Benefit Fund	\$.10

2002 - 2003

Journeyman Plumber – A package of \$1.55 to be allocated in the same manner as that arrived at by the parties under the master Agreement to be effective the first full payroll period on or after June 1, 2002

Residential Pipe Tradesman - 1st period 60% of Journeyman Rate
2nd period 70% of Journeyman Rate
3rd period 80% of Journeyman Rate

The slotting of an individual in one of the above periods shall be based on the individual's experience and shall be done by the Business Manager with the agreement of the hiring contractor.

Summer Worker

Wages:

Summer Worker \$10.00

In addition, the Summer Worker shall have the following fringe benefit contributions effective the first full payroll period on or after September 1, 2001:

Union Dues	\$ 0.25
International Training Fund	\$ 0.05

Left Blank for June 2002 – May 2003 Wage Schedule.

Left Blank for June 2002 – May 2003 Wage Schedule.

Left Blank for June 2003 – May 2004 Wage Schedule.

Left Blank for June 2003 – May 2004 Wage Schedule.

Left Blank for June 2004 – May 2005 Wage Schedule.

Left Blank for June 2004 – May 2005 Wage Schedule.

Left Blank for June 2005 – May 2006 Wage Schedule.

Left Blank for June 2005 – May 2006 Wage Schedule.

SUPPLEMENTAL RESIDENTIAL CONSTRUCTION AGREEMENT

This Supplemental Residential Construction Agreement is made and entered into this 1st day of September, 2001, by and between the Metropolitan Detroit Plumbing and Mechanical Contractors Association, Inc., the Plumbing Heating & Cooling Contractors Association of Southeastern Michigan, Inc. (hereinafter referred to as the "Associations," representing their individual members who are hereinafter referred to as the "Contractors") and Plumbers Local Union No. 98 of 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 called the "Union").

WITNESSETH:

WHEREAS both the Associations and the Union desire to garner additional work in the Residential Construction industry; and

WHEREAS the parties recognize special wage rates, hours and working conditions must apply to accomplish that goal; and

WHEREAS the parties have agreed upon such special conditions and wish to commit them to writing;

NOW THEREFORE IT IS AGREED:

1. **Coverage** - the provision of this Supplemental Residential Construction Agreement (the "Agreement") shall only apply to Residential Construction work performed by Contractors signatory to this Agreement within the geographical jurisdiction of the Union i.e. Wayne, Oakland, Macomb, St. Clair, Sanilac Counties, that portion of Huron County lying east of Highway 53, and the Township of Brighton within Livingston County, in the State of Michigan.

2. **Definitions** - As used in this Agreement, the following terms shall mean:

- a) **"Residential Construction"** shall include the construction of all residential housing including condominiums, three (3) story apartments, three (3) story and under stick frame hotels, motels and senior assisted living units. Residential Construction shall not include any federally subsidized project to which the Davis Bacon Act is applicable.
- b) **"Master Agreement"** shall mean the collective bargaining agreement between the Association and the Union that applies to Industrial, Commercial, Light Commercial and Institutional Construction.
- c) **"Residential Pipe Tradesman"** may be employed by the Contractor on all Residential Construction work under the immediate direction of a Journeyman Plumber. To become a Residential Pipe Tradesman, an individual must present evidence, satisfactory to the Union's Business Manager, of two (2) years experience in plumbing, obtain a permit from the Union and commit to working in residential construction for a minimum period of three (3) years prior to obtaining his Journeyman License.
- d) **"Contractor"** shall mean any Contractor Member of either Association who has signed a letter of assent binding the Contractor to this Agreement or any Non-Association Contractor who is signatory to this Agreement.

3. **Union Security** - All Journeyman Plumbers and Residential Pipe Tradesmen, shall, as a condition of continued employment by the Contractor, become and remain members of the Union in good standing, for the term of this employment, after the seventh (7th) calendar day following the beginning of their employment or the date of the signing of this Agreement, whichever is later. The term "member in good standing" shall apply to any employee who pays a sum to the Union equivalent to the initiation fee and periodic membership fees that are uniformly required as a condition of membership.

4. **Utilization of Residential Pipe Tradesmen** - The Contractor may utilize up to three (3) Residential Pipe Tradesmen for every one (1) Journeyman Plumber employed on a job provided a greater number of such Residential Pipe Tradesmen may

be utilized than set out above with the written approval of the Union's Business Manager. Should a layoff occur no more than three (3) Residential Pipe Tradesmen 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.

5. Hours of Work -

- a) The starting and quitting time of employees subject to the agreement shall be determined by the Contractor provided the starting time must commence between the hours of 6:00 A.M. and 8:00 A.M.
- b) Eight (8) consecutive hours of work excluding a one-half (½) hour unpaid lunch shall constitute a normal work day unless the Contractor is working on a four (4) ten (10) hour day basis in which case ten (10) consecutive hours of work, exclusive of an unpaid one-half (½) hour lunch, shall constitute a normal work day.
- c) A normal work week shall consist of five (5) eight (8) hour days or four (4) ten (10) hour days as scheduled by the Contractor.

6. Overtime -

- a) A rate of time and one-half (1½) shall be paid for all hours worked:
 - i) in excess of eight (8) hours in one (1) day when the Contractor is scheduled on an eight (8) hour basis; or
 - ii) in excess of ten (10) hours in one (1) day when the Contractor is scheduled on a ten (10) hour basis; or
 - iii) A rate of time and one half (1½) shall be paid for all hours worked on Saturdays; or
- b) A rate of double time shall be paid on Sundays or on any of the following Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day.

7. Tools -

- a) All Journeyman Plumbers and Residential Pipe Tradesmen 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 Contractor.

- b) The Contractor shall furnish all power tools it deems necessary for construction. When Journeyman Plumbers and Residential Pipe Tradesmen requisition company tools for use, they shall be responsible for them and keep them from loss or damage, normal wear and tear excepted.
- c) The sum of \$4.00 per day will be paid to the employee as an expense allowance for carrying the tools.

8. Wage Rates – The wage rates are set out in the Wage and Benefit Schedule in the front of this agreement and shall go into effect the first full payroll period after September 1, 2001. During the term of this agreement the Contractor shall pay those minimum rates of pay.

- a) There shall be a wage re-opener in years three (3), four (4) and five (5) of the contract. During any reopener period all other terms and conditions of this agreement shall remain in full force and effect.
- b) A Contractor may employ up to two (2) Summer Workers at any time.
- c) Nothing contained in this agreement shall preclude a Contractor from paying any employee at a rate greater than the minimum rates set out in the Wage and Benefit Schedule. In making allocations, at least fifty percent (50%) of the package in any one (1) year shall be allocated to wages. 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.

9. Fringe Benefits - During the term of this agreement, the Contractor shall make contributions to the fringe benefit funds as specified in the Wage and Benefit Schedule in the front of this agreement and shall go into effect the first full payroll period after September 1, 2001 for up to a maximum of forty (40) hours in a work week. Except as modified above, the provisions of the Master Agreement relating to the specific funds set out in the Wage and Benefit Schedule including the right to defer monies from wages to the Defined Contribution Retirement Trust under **Article VI (D)(4)**

of such Agreement, are hereby incorporated in this agreement by reference. It is further agreed that no Residential Pipe Tradesman shall participate in Journeyman fringe benefit programs, regardless of whether he/she is licensed, unless he/she has five (5) years of documented field experience. No monies shall be allocated from any residential package for the Metropolitan Detroit Plumbing Industry Training Trust Fund.

10. Work Other Than Residential Construction - Any Contractor signatory to this agreement, who performs any plumbing work in the Industrial, Commercial, Light Commercial or Institutional Construction Area, or any service, maintenance or repair work within the geographical jurisdiction of the Union, shall abide by the wages, hours, terms and conditions of employment for that work as established by the Master Agreement between the Associations and the Union.

11. General -

- a) Management Rights - The Management Rights clause found in Article I (B) of the Master Agreement is hereby incorporated herein by reference.**
- b) Grievance and Arbitration Procedure - Any grievance that a Contractor or an employee subject to this agreement may have shall be processed according to the procedure set out in Article X of the Master Agreement which is hereby incorporated herein by reference.**
- c) Dues Check Off - The provisions for the deduction of dues set forth in Article XVI (H) and (K), and Appendix "B" of the Master Agreement are hereby incorporated by reference.**
- d) Equal Treatment - The Equal Treatment provisions of Article XVI (D) of the Master Agreement are hereby incorporated by reference.**

12. Duration - This Residential Construction Agreement is for the period from September 1, 2001 through May 31, 2006. Should the parties mutually agree to negotiate a successor agreement, such negotiations shall commence not more than ninety (90) nor less than sixty (60) days prior to its expiration date.

METROPOLITAN DETROIT PLUMBING AND MECHANICAL CONTRACTORS ASSOCIATION, INC.

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: _____

By: _____

PLUMBING, HEATING & COOLING CONTRACTORS ASSOCIATION OF SOUTHEASTERN MICHIGAN, INC.

By: _____

I, the undersigned, a duly authorized agent of _____, have read all the terms and conditions set forth in the foregoing Residential Construction Agreement between the Metropolitan Detroit Plumbing & Mechanical Contractors Association, Inc., the Plumbing, Heating & Cooling Contractors Association of Southeastern Michigan, 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 duration of this contract. I am familiar with all terms and conditions contained therein, and, for and on behalf of the above-named Company, I herewith adopt said Collective Bargaining Agreement in its entirety and agree to be bound by all its terms and conditions.

FOR THE CONTRACTOR:

FOR THE UNION:

(Contractor Name)

Local Union No. _____

(Address)

By: _____
(Signature) (Title)

(Telephone)

Date: _____, 20__

(City) (State) (Zip Code)

By: _____
(Signature) (Title)