

AGREEMENT

between



**Greater Michigan
Plumbing & Mechanical Contractors
Association, Inc.**

and

**UA Local 190
Plumbers / Pipefitters /
Service Technicians / Gas Distribution**



**June 1, 2020
through
May 31, 2021**

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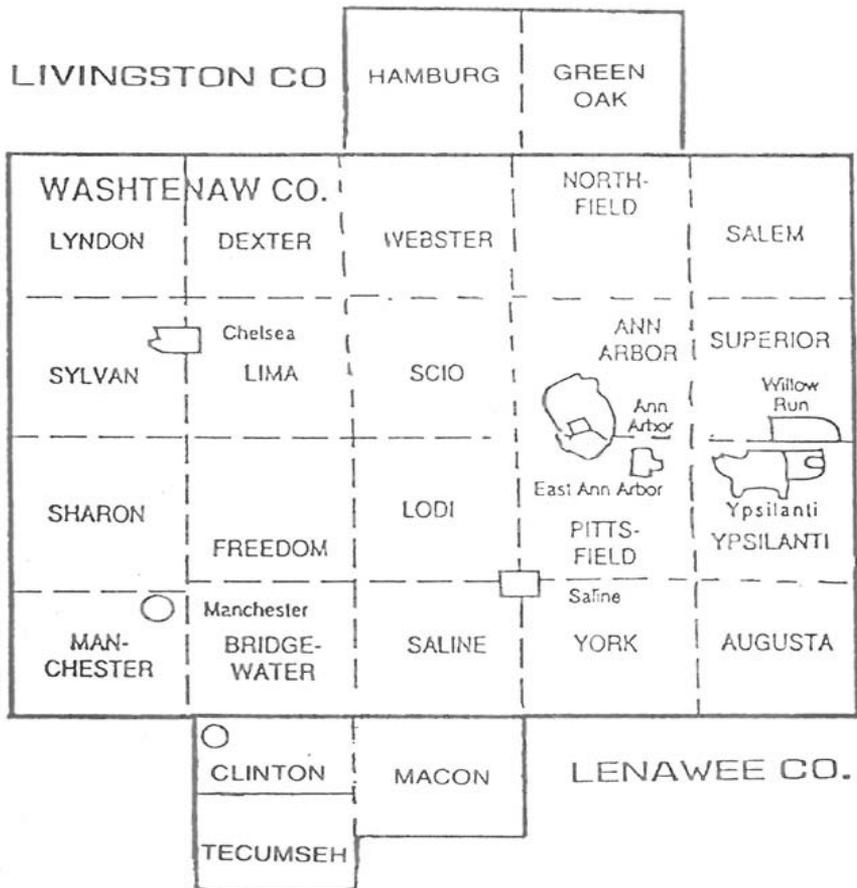
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MAP OF THE JURISDICTION OF UA LOCAL 190

That includes all of Washtenaw County, Michigan, the Townships of Hamburg and Green Oak in Livingston County, Michigan, the Townships of Tecumseh, Clinton, and Macon in Lenawee County, Michigan.



MISSION OF THE PARTIES TO THE CUSTOMER - CONTRACTOR - UNION MEMBERSHIP

The Mechanical Industry is dedicated to providing quality training, which insures the highest standards of living while providing highly skilled, productive mechanics at competitive rates.

In partnership, the Mechanical Industry will work together to increase job and business potential. The Industry works to foster better employer - employee relationships. It strives for optimum efficiency in workmanship and construction methods. The Mechanical Industry desires to educate owners and users in the construction industry of the benefits of utilizing Contractors who employ union labor, outlining the benefits in better training, on-time job completion and the professionalism of the project in all phases.

PREAMBLE

UA Local 190 Plumbers / Pipefitters / Service Technicians have reached an agreement with the Greater Michigan Plumbing & Mechanical Contractors Association, Inc. The parties of 2020 negotiations are listed:

MANAGEMENT

Carl Evans, Chairman
Jeff Darr
John Green
Mark Darr
Brent Johnson
Mark Wisely

UNION

Randall Whitaker, Chairman
David Forbes
Andrew Fielder
Randy Reynolds
Andrew McGibbon

MEMORANDUM of UNDERSTANDING

There shall be a committee of equal numbers appointed by the President of the Contractors Association and the Business Manager of UA Local 190 within thirty (30) days of the signing of this agreement to address:

Substance Abuse Agreement Revisions

and the needs of the Construction portion of this Agreement.

AGREEMENT

The AGREEMENT entered into this first day of June, 2020 by and between the Greater Michigan Plumbing & Mechanical Contractors Association, Inc., in behalf of its members, hereinafter referred to as the Contractors

and

UA Local 190 Plumbers / Pipefitters / Service Technicians of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada in behalf of its members, hereinafter referred to as UA Local 190.

WITNESSETH

WHEREAS, in the performance of their present and future contracting operations, the Contractor will employ members represented by UA Local 190

and

WHEREAS, the Contractors desire to be assured of their ability to procure employees for all of the work which they may do, in the jurisdiction of UA Local 190, in sufficient numbers and skills to assure continuity of work in the completion of their contracts

and

WHEREAS, it is the desire of the parties to establish uniform rates of pay, hours of employment, and working conditions on a jurisdictional basis for the employees represented by UA Local 190, employed by the Contractors

and

WHEREAS, it is the desire of the parties hereto to provide, establish and put into practice effective methods for the settlement of misunderstandings, disputes, or grievances between the parties hereto, to the end that the Contractors are assured continuity of employment, and industrial peace is maintained and the business of the Industry efficiently conducted.

NOW, THEREFORE, in consideration of the premises and of the respective covenants and agreements of the parties hereto,

IT IS HEREBY AGREED:

**ARTICLE I
UNION RECOGNITION**

- A. The Contractors hereby recognize UA Local 190 and UA Local 190 hereby recognizes the Greater Michigan Plumbing & Mechanical Contractors Association, Inc., signatory hereto, as the sole and exclusive collective bargaining representative of all employees of the Contractors performing plumbing, heating, refrigeration, service work, and piping work of every description.

- B. Contractors shall requisition all employees who are to be employed in the bargaining units from the Union Hall. Each employee's training records will be made a part of the information on file at the Union Hall. Contractors shall have the right to refuse any employee not meeting their training requirements. The Union will dispatch such employee within 48 hours as has been requisitioned on a non-discriminatory basis.

- a. It shall not be a violation of this Agreement if members of UA Local 190 refuse to cross a picket line established in accordance with the rules of the building and construction trades. The Union shall give reasonable notice to the Contractor of all picket lines in the jurisdiction of UA Local 190.
 - b. The selection of applicants for referral to jobs shall be on a legal, non-discriminatory basis.
 - c. Employers have the right to review the Union's "out of work list" and recall previous employees that are laid off and currently receiving unemployment compensation regardless of their placement on the list. The Employer must alternate for other Persons it hires by taking one Person from anywhere on the list with Local 190 choosing the next person. In making such selection, the Business Manager or designated paid Union Official of UA Local 190 shall refer the first Person on the out of work list possessing such skills and abilities required by the Employer for the open position.
- C. Prospective employees, for shops being organized, will be brought in for a probationary period so that contractors do not receive employees unable to do the work.
- D. Equal Treatment Clause - Should the Union at any time hereafter enter into an Agreement with any Company doing work covered by Article I, Section A of this Agreement with the terms and conditions more advantageous to such Company, the Association on behalf of its members or any contractor signatory hereto shall be privileged to adopt such more advantageous terms and conditions provided the Association and/or the contractor has sent written notice to the Union calling the matter to their attention.

- E. Interpreting good standing, a Contractor shall not discharge any employee for non-membership in the Union.

ARTICLE II
TRADE OR WORK JURISDICTION

The Parties recognize the following as the:
50 Articles of Jurisdiction of the United Association

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

11. All fire standpipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories, and all piping for sprinkler work of every description.
12. All block tin coils, carbonic gas piping, for soda fountains and bars, etc.
13. All piping for railing work, and racks of every description, whether screwed or welded.
14. All piping for pneumatic vacuum cleaning systems of every description.
15. All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil, or gas, used in connection with railway cars, railway motorcars, and railway locomotives.
16. All marine piping, and all piping used in connection with ship building and shipyards.
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, testing, and servicing of all work after completion.
34. All pneumatic tube work, and all piping for carrying systems by vacuum, compressed air, steam, water, or any other method.
35. All piping to stoves, fire grates, blast and heating furnaces, ovens, dryers, heaters, oil burners, stokers and boilers and cooking utensils, etc., of every description.
36. All piping in connection with central distributing filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorinating and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, and aeration basins.
37. All process piping for refining, manufacturing, industrial, and shipping purposes, of every character and description.
38. All air piping of every description.
39. All temporary piping of every description in connection with building and construction work, excavating and underground construction.

40. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduit, and boxes, used in connection with the pipefitting industry.
41. The handling and setting of boilers, setting of fronts, setting of soot blowers, and attaching of all boiler trimmings.
42. All pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts and water lines, and booster stations of every description.
43. All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints, or any other mode or method of making joints in connection with the pipefitting industry.
44. Laying out, cutting, bending, and fabricating of all pipe work of every description, by whatever mode or method.
45. All methods of stress relieving of all pipe joints made by every mode or method.
46. The assembling and erecting of tanks, used for mechanical, manufacturing, or industrial purposes, to be assembled with bolts, packed, or welded joints.
47. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipefitting industry.
48. The operation, maintenance, repairing, servicing, and dismantling of all work installed by Journeymen members of the United Association.
49. All piping for cataracts, cascades, (i.e., artificial waterfalls), make-up water fountain, captured waters, water towers, cooling towers, and spray ponds, used for industrial, manufacturing, commercial, or for any other purposes.
50. Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, wood, or any other kind of material, or product manufactured into pipe, usable in the pipefitting industry, regardless of size or shapes.

ARTICLE III

CONTRACTOR'S RESPONSIBILITIES

- A. Employees shall be paid at least once per week and on payday shall be paid for the end of their regular shift whether working in a shop, Contractor's yard, or in the field. An Employee who is laid off shall be paid immediately or, with the Employee's agreement, at the next regular pay day, by direct deposit, or any other alternative and shall be furnished a dismissal report. An Employee who quits may be required to wait until the next regular pay day for his pay. A fired Employee shall be paid at the time of his firing or, if not possible because of the timing or circumstances of the situation, the Contractor shall make the check available at the Employer's office or mail the check to the Employee's last known address, not later than the next business day following the date of his firing. Where a Contractor does not have a last known address for the Employee, the Contractor may notify the Union Hall that the check is available for pick up by the Employee at the Contractor's office.

- B. Each Contractor agrees to carry appropriate compensation insurance for all employees covered by this agreement. If for some reason liability insurance under the Michigan Workers Compensation Act is not carried on employees working under this Agreement, said Contractor will be liable for any compensation claim awarded to the employee.

- C. All Contractors operating in the jurisdiction of UA Local 190 who are not members of the Greater Michigan Plumbing & Mechanical Contractors Association, Inc., shall sign a Memorandum of Agreement to this agreement between the Contractors Association and UA Local 190. Copies of the Memorandum shall be maintained at both Association and Union offices. The Contractors Association shall provide an

accurate list of the names and addresses of all member Contractors to UA Local 190.

If any Contractor joins or withdraws from the Contractors Association during the term of this agreement, the Contractors Association shall notify UA Local 190 as soon as possible.

- D. All Contractors having jobs in the territorial jurisdiction shall notify the Business Manager or designated paid Union Official of UA Local 190, at least twenty-four (24) hours prior to the starting of any job. Contractors are required to fill out pre-job reports on all jobs. Pre-job report forms shall be furnished by UA Local 190.
- E. Any Contractor now in business or going into business in the future shall employ at least one (1) person covered by this Collective Bargaining Agreement.
- F. Each Contractor is to furnish all tools and equipment necessary to make a complete plumbing or piping installation and employees are not to furnish any tools except a rule, pliers, and torpedo level. All employees shall be reasonably responsible for the Contractor's tools.
 - a. A Contractor may establish a Tool and Equipment Protection Program, with the assistance of UA Local 190, to supervise and monitor the disposition of same. Carelessness or negligence on the part of the employee shall make the employee liable for the replacement of lost or stolen tools.
- G. Contractors shall furnish welders all equipment, helmets, goggles, sleeves, and gloves.

- H. Contractors signatory to this Agreement shall furnish suitable warm, dry, quarters for employees to eat and change clothes.
- I. Contractors agree that they will not subcontract or sublet out any work covered in Article II to be performed at the site of the construction, repair or alteration, unless the Contractor to whom the work is subcontracted or sublet is a signatory to this Agreement. Nothing contained herein shall prevent the use of non-bargaining unit personnel to do warranty or third-party commissioning work, when fully qualified bargaining unit employees are not readily available.
- J. When transportation is provided, employees will be at the designated area early enough to be transported to the site by the official starting time, and not leave their work area for transportation until the designated quitting time.
- K. Contractors will pay parking costs. The employer may exercise one of the following options:
 - a. When paid parking is available within reasonable vicinity, ten (10) minutes or a half mile, any parking expenses incurred, other than fines, will be paid by the employer.
 - b. Parking premium - the employer may choose to pay \$2.25 per any hour worked to employees that provide their own transportation and parking such that they are on the worksite at the starting time and leave at quitting time.

- c. Busing – When used, the following shall apply:
 - 1. The vehicle shall be appropriate for the intended use;
 - 2. The bus shall leave the parking area at a predetermined time so that all workers are at the worksite at starting time;
 - 3. The bus shall leave the jobsite at a predetermined time at the end of the work day;
 - 4. Provisions will be made for returns to the parking area only in the event of emergencies;
 - 5. Bus rides are to be limited to a reasonable length of time to be determined by the Labor-Management committee.

- L. Pay stubs or pay receipts will list hours worked, week ended, deductions, and year to date totals, each payday.

**ARTICLE IV
PROCEDURES FOR SETTLEMENT
OF GRIEVANCES AND DISPUTES**

- A. A grievance is defined as a dispute over the interpretation or application of a specific provision of this Agreement.
 - a. In the event of a grievance, an earnest effort shall be made to settle such dispute between the Contractor and UA Local 190. If the dispute cannot be resolved in three (3) working days by this method, either party can then refer the matter to the Joint Labor Management Board as outlined hereafter.

- B. The Joint Labor Management Board shall be composed of six (6) members: three (3) from the Association and three (3) from UA Local 190, which shall be appointed within thirty (30) calendar days after the signing of this Agreement by both the Association and UA Local 190.

Following appointments, said Board shall meet, elect a Chairman and a Secretary, adopt rules of procedure which shall bind the parties concerned and proceed to consider any matter properly brought before it. The Joint Labor Management Board shall have the power to adjust disputes that may arise due to a misinterpretation or violation of this Agreement. No Board member shall be directly involved in the dispute to be resolved by said Board.

- C. No proceeding based on any dispute, complaint, or grievance shall be recognized unless called to the attention of the Contractor and UA Local 190 in writing within seven (7) calendar days after the alleged violation was committed.

- D. All complaints based on misinterpretation or violation of this Agreement shall be referred to the Joint Labor Management Board in writing and said Board shall meet within seven (7) working days of receipt of said complaint to consider the same. If the Board within two (2) working days after such meeting, is unable to decide the complaint before it, the Secretary will contact the American Arbitration Association and request them to furnish the Board a list of five (5) Arbitrators from which the Association and UA Local 190 shall eliminate two (2) each with the remaining one (1) to become the Arbitrator. The decision of the Arbitrator shall be final and binding on all parties. Any expense involved in the dispute shall be borne equally by the parties involved.

- E. Before and after any final decision on any matter by the Joint Labor Management Board, no action will be taken by either party that will halt or interrupt the orderly conduct of the Contractor's business.

- F. These procedures for settlement of grievances and disputes shall not apply to Article V and Article XII of this Agreement.

ARTICLE V
FRINGE BENEFIT ADMINISTRATION

(Fringe Benefits mean Defined Benefit Pension, Defined Contribution Pension, Individual Health Reimbursement, Health Care Fund, Dues Check-Off, S.U.B., Industry Fund, International Training Fund, Training Fund Contributions, Labor-Management Fund, Scholarship Fund, Quality Fund and Work Safe Fund)

- A. The Trustees of the UA Local 190 Fringe Benefit Trust Funds are directed by the Agreements and Declaration of Trusts to operate and administer the Trusts, to collect contributions due to the Trusts and to promulgate rules and regulations in connection therewith.

- B. Administration: Each calendar month, every contractor shall file a written report with the depository of the Fringe Benefit Funds, listing on a prescribed form all employees in the Bargaining Unit represented by the Local hired by the Contractor for the previous month, showing the hours worked and tabulating the benefits owed as a result thereof. Said reports shall be accompanied by the Contractor's contribution in full for the month reported. Both the reports and the payments must be received on or before the nineteenth (19th) day of the month. The reports are due on that date, whether or not they are accompanied by payments, and the payments are due on that date, whether or not they are accompanied by reports.

If no payment has been received by the nineteenth (19th), the Administrative Manager will send a certified letter to the delinquent contractors, notifying them of the delinquency and demanding payment.

If the nineteenth (19th) falls on a weekend or national holiday, reports and payments received the first following weekday shall be considered to have been received on time.

The Administrative Manager, by the end of the calendar month, shall notify both the Association and the Business Manager regarding any Contractor who has not paid the Fringe Benefits for the previous month, and the amount thereof, and will provide a copy of any notices sent to the Contractor regarding the delinquency. The Administrative Manager will also notify the Contractor to appear at the next Trustees' meeting to resolve the delinquency.

- C. Collection of delinquent fringe benefit reports and/or payments: If the delinquency and related charges are not paid in full or secured by an agreement to pay at the Trustees' meeting, the Fund's attorney will be instructed to institute collection procedures through the National Labor Relations Board and/or the United States District Court or any other collection procedures available to the Trustees.

The Trustees shall immediately notify the Business Manager that the delinquency and charges have not been paid and that no agreement has been reached.

An amount for liquidated damages attributable to the cost of collection shall accrue and be added to the debt owed. This shall be equal to twenty percent (20%) of the amount in delinquency. However, if payment is received within the calendar month containing the due date, the liquidated damages amount shall instead be ten percent (10%) of the amount in delinquency.

In addition, interest shall accrue and be added to the debt owed. This shall be calculated at the greater of: (a) four percent (4%) plus the prime rate in effect at the time the fringe benefit payments were originally due or (b) at the IRC 6621(a) (2) underpayment rates in effect during the time period and the corresponding factor from IRS Revenue Procedure 95-17 (or such other interest rate used by the U.S. Department of Labor/Employee Benefits Security Administration to calculate the interest owed on delinquent payment of benefits).

Any costs or expenses for the collection of Fringe Benefit reports and/or payments, including actual attorney fees and auditing fees incurred by UA Local 190 or the Trustees, shall be the responsibility of the delinquent Contractor. Such costs and expenses shall constitute part of such delinquency and be immediately due and payable, whether or not collection procedures through the National Labor Relations Board and/or through District Court are instituted.

Payments shall be made by certified check or such other methods that may be acceptable to the Trustees.

- D. Notwithstanding the above, if a Contractor is delinquent in making fringe benefit contributions or has not paid other costs owed due to a prior delinquency (such as liquidated damages, interest, attorney fees, or audit fees), the Administrative Manager shall immediately advise the Trustees of any new delinquency. The Trustees shall not be required to wait until the procedures of sections B and C of this Article have been completed before referring the matter to the Funds' attorney for collection.

E. Enforcement of timely and complete fringe benefit payments:

- a. Fringe benefit bonds: Contractors shall be required to post a surety or cash bond when the Contractor is delinquent in making fringe benefit contributions or has not paid other costs owed due to a prior delinquency (such as liquidated damages, interest, attorneys' fees, or audit fees). In addition, when a Contractor is new in the area, or has not made a Fringe Benefits contribution under this Article for a period of two (2) years, a cash bond or surety bond shall be required.

Bonds shall be from an insurance or surety company authorized to do business in the State of Michigan on a form acceptable to the Trustees. The amount shall be \$2,400 per employee, using the average number of employees (expected or actual, whichever is greater).

Cash bonds will be refunded in full when manpower is no longer being provided and is not anticipated to be provided in the future, and the Administrative Manager has verified that all amounts due under this Article V have been paid.

The purpose of these bonds is to assure that all costs and expenses of making collections from delinquent Contractors are borne by the Contractors, rather than the Funds. No charges are to be made against a Contractor's bond other than the amounts due under this Article V.

- b. Trustees may, in their discretion, require any Contractor party to this Agreement to make Fringe Benefit reports and/or payments on a weekly basis.
 - c. Trustees may, in their discretion, require any Contractor party to this Agreement to provide any form of security the Trustees deem adequate to ensure payment (for example, collateral, a letter of credit, additional bond, etc.).
 - d. In addition, Trustees may, in their discretion, take any reasonable actions to ensure the timely and complete payment of fringe benefit contributions, liquidated damages, interest, and the costs of collecting those amounts.
 - e. The Trustees may take any of the above actions at any time, with regard to any Contractor, regardless of whether the Contractor is currently delinquent or has been delinquent in making fringe benefit payments in the past.
- F. Audit requirements and procedures: The Trustees shall, during each fiscal year of the Fringe Benefit Funds, cause a simple selection audit to be made of the records of not less than ten percent (10%) of the Contractors party to this Agreement. This audit shall be conducted by Certified Public Accountants retained by the Trustees for that purpose.

The manner and method of conducting these audits shall be determined by the Certified Public Accountants conducting the audit, provided however, the auditors shall be permitted only to review any and all payroll records, and such other records as may be necessary to

determine the obligation to pay Fringe Benefits of any Contractor at any time during business hours. The scope of such review shall be confined to the records necessary to perform the review of Fringe Benefit obligations only. The Trustees may direct that specific Contractors be audited in addition to those selected by the Certified Public Accountants, notwithstanding that a greater number than ten percent (10%) of the Contractors party to this Agreement will be audited in any fiscal year.

If at any time reasonable grounds exist that any Contractor had filed an inaccurate or incomplete report, or that any report required to be filed has not been filed, or that the Contractor is otherwise in violation of any provisions of this Article, the Trustees may direct that an immediate (or expanded) audit be made with regard to that Contractor, and the Contractor will be responsible for the audit fees.

- G. Employers who have accepted the benefits of this Agreement or otherwise evidenced their intent to be party to it shall be bound by all its provisions and the applicable fringe benefit trust agreements.

ARTICLE VI WORKING CONDITIONS

A. The regular working hours shall be eight (8) hours on Monday through Friday of each week. The regular daily working hours shall fall within the period from 6:00 AM to 5:30 PM with one-half (1/2) hour of this time as unpaid lunch.

Employees working overtime shall receive time and one-half (1-1/2) for all hours worked in excess of eight (8) hours in one day, Monday through Friday.

a. All work performed on Saturdays shall be paid for at the time and one-half (1-1/2) rate.

b. All work performed on Sundays and Holidays shall be paid for at the rate of double (2) time.

B. At the option of the Contractor and UA Local 190, the Contractor may institute a flexible work week consisting of four (4) ten (10) hour days, Monday through Friday. Employees who choose not to work this schedule will not be disciplined by the employers.

C. To assist with the UA Local 190 member receiving a full weeks' check, when mutually agreed upon by the Contractor and UA Local 190 the contractor may use Saturday as a make-up day at straight time. Employees who choose not to work on Saturdays will not be disciplined by the employers.

D. Work performed on the following designated National Holidays: January 1st, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and December 25th, shall be paid for at the rate of double (2) time.

- E. The use of vehicles of any description (unless furnished by the Contractor) will be discontinued by members of UA Local 190.
- F. An Employee covered by this Agreement shall not do any subcontracting, piece work, or lumping from any Contractor, nor work directly or indirectly, or in any way do any contracting piece work or day work on his own either during or after working hours or when unemployed.
- G. Employees shall be allowed one (1) hour on the day laid off to report to the Union Office.
- H. Members must report to the Union Hall as soon as laid off or discharged.
- I. The Business Manager or designated paid Union Official of UA Local 190 shall be allowed to inspect any and all jobs covered by this agreement if they meet all requirements of the jobsite.
- J. All Journeyman will have eight (8) unpaid hours of upgrade training per year.
 - a. Journeyman who have acquired more than eight (8) hours may be given preferential consideration for hire.

ARTICLE VII SHIFT WORK

A. Shift work may be performed at the option of the Contractor, but when performed it must continue for a period of not less than five (5) consecutive work days. Saturday and Sunday, if worked, can be used for establishing the five (5) day minimum shift period.

a. On projects with a normal 1st shift as stated in Article VI – Working Conditions

Item A. any additional shifts are as follows:

2nd Shift – Starts at end of 1st shift and pay is \$4.47 above normal rate.

3rd Shift – Starts at end of 2nd shift and pay is \$7.29 above normal rate.

b. On projects without a normal 1st shift as stated in Article VI – Working Conditions

Item A. any additional shifts are as follows:

If shift starts before 8:01 PM, the pay is \$4.47 above normal rate.

If shift starts after 8:01 PM, the pay is \$7.29 above normal rate.

- c. On projects without a normal 1st shift as stated in Article VI – Working Conditions

Item A. above and having two shifts, the shifts are as follows:

If shift starts after 9:01 AM and before 3:30 PM, the pay is \$4.47 above normal rate.

Next shift starts after end of the above shift; the pay is \$7.29 above normal rate.

- d. There will be a one half ($\frac{1}{2}$) hour lunch period, which shall not be considered as time worked. Shift overtime is paid according to normal rates (not shift rates) with either one and one-half ($1\frac{1}{2}$) or two (2) times as applicable.
- e. 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 at the rate of time and one-half ($1\frac{1}{2}$). All time worked on Sunday and established Holidays shall be paid for at the rate of double (2) time.

ARTICLE VIII LABOR COORDINATOR

The Labor Coordinator shall be a qualified person performing work of the craft and shall exercise no supervisory functions. There shall be no non-working Labor Coordinators. However a Labor Coordinator shall have the right during working hours and with no loss in pay to spend reasonable time to address grievances, including time to meet supervisors and workers after notifying immediate supervisory of their intent. The Labor Coordinator will be jointly agreed upon by UA 190 and the Contractor.

On a project where a full-time safety officer is required (25 or more workers) they may also serve as the designated Labor Coordinator at the option of the contractor and must meet all safety requirements.

The Labor Coordinator/Safety Officer will not work with the tools. The Labor Coordinator shall be a member working under this Collective Bargaining Agreement, and shall be the last person on the project as long as they meet the necessary qualifications. The Labor Coordinator role maybe reassigned to a different person as mutually agreed upon by UA Local 190 and the contractor.

ARTICLE IX SUPERVISION

- A. Contractors having jobs in the territory covered by this Agreement may send into this territory one (1) person whose duties shall be exclusively to look after the interests of said Contractor.

- B. Any person, with the responsibility of issuing orders to other persons, reading blueprints, doing layout work and doing the work of a Journeyman, shall be classified as a Foreman and shall be paid at least three dollars and fifty cents (\$3.50) above the Journeyman rate per hour. A Foreman shall have ten (10) people before a second Foreman can be appointed.
- C. Where three (3) or more Foremen are required by any one job, one (1) person shall be designated as General Foreman. A General Foreman shall be paid at least five dollars (\$5.00) above the Journeyman rate per hour. The General Foreman's duties shall not extend to the workers.
- D. A Foreman cannot transfer from another job to replace a Journeyman who is already on the payroll for the purpose of overtime.
- E. No Foreman shall be allowed to have more than ten (10) individuals in their crew.
- F. A General Foreman shall not be permitted to work with tools.

ARTICLE X
MANAGEMENT RIGHTS

- A. The employer retains all rights and authority not expressly excluded or limited by this Agreement including, but not limited to:
 - a. Plan, direct, and control the operation of all work.
 - b. Decide the number of employees required with due consideration to safety and the proper craft classifications.

- c. Employees requisitioned from the Union Hall will be sent to the Contractor with all necessary skills, certifications and safety requirements, i.e., including but not limited to: safety training and certifications, skill certifications as needed by the contractor, drug and alcohol testing.
- d. Transfer employees from job to job without limitations or restrictions except, that no member shall be transferred from another job to replace a member already working for the sole purpose of working overtime. Transfer employees to shift work with reasonable notice to the Union, within requirements of Article VII, Shift Work.
- e. Determine work methods and procedures.
- f. The selection of Foreman and General Foreman shall be at the sole discretion of the Employer and be requisitioned through Local 190.
- g. Require all employees to observe project work rules, safety and security requirements which are not inconsistent with the Agreement.
- h. Discharge, suspend, or discipline employees for proper cause.
- i. The Contractors and the Union recognize the necessity of eliminating restriction on production and efficiency. Nothing shall be permitted that restricts production or increases the time to do the work. Nor shall there be any restrictions against the use of any kind of machinery, tools or labor saving devices

provided, however, no employee shall be required to work under any conditions that are not regulated by the Michigan Occupational Safety and Health Act (MIOSHA).

- j. Any GPS reports on UA bargaining unit members will be shared with member involved in GPS report, upon member's request. Member and Union Hall will be notified on GPS installations.

ARTICLE XI APPRENTICE

- A. The definition of an Apprentice and those things required of them, and all things pertaining to Apprentices and their training are set forth in the Apprenticeship Standards for the Plumbing and Pipefitting Industry, and those Standards and Amendments thereto are hereby made a part of this Agreement.
- B. Apprenticeship Standards are established by the Greater Michigan UA Local 190 Joint Training Committee.
- C. The Contractor shall contribute one dollar and seven (\$1.07) cents per hour into the Greater Michigan UA Local 190 Joint Training Fund, which shall be used for the training of Apprentices, retraining of Journeymen and other upgrading programs for the benefit of the industry.
- D. The Greater Michigan UA Local 190 Joint Training Fund will be used for the training and upgrading of members of UA Local 190. These funds shall be kept in a separate account and shall be used for training Journeymen and Apprentices.

This fund shall also be used for training facilities, materials and any cost which may be now or hereafter incurred by any training program established by the Joint Training Committee.

- E. The Contractor may employ one (1) Apprentice when four (4) Journeymen covered by this Agreement are in their employ and one (1) additional Apprentice for each increment of four (4) Journeymen steadily employed, when available.
- F. Apprentices shall be paid a percentage of the Journeyman base rate (excluding the Vacation contribution) in accordance with the following table:

1 st Year.....	45%
2 nd Year.....	55%
3 rd Year	65%
4 th Year	75%
5 th Year - First Six Months	80%
Second Six Months	85%

The fringe benefits for Building Trade Apprentices are listed as follows:

Vacation	\$1.00 *
Dues Check-Off.....	1.53
<small>(Includes Dues Check off, Targ., Anniv., Sports, and Building Fund)</small>	
<u>Organizing Fund.....</u>	<u>45</u>
Total Taxable	1.98

Insurance Contribution	10.18
Individual Health Reimburse.....	1.23
Pension Defined Benefit.....	10.58
Pension Defined Contribution.....	.25
SUB Fund .....	.30
Industry Fund .....	.78
International Training Fund .....	.10
Labor-Management Fund.....	.06
Scholarship Fund .....	.03
Training Fund.....	1.07
Work Safe Fund .....	.04
Quality Fund.....	<u>.10</u>
Total Fringe Benefits	\$26.70

*** The \$1.00 Vacation Fund is added to their Base Rate.**

ARTICLE XII

SAFETY PROVISIONS

- A. The MIOSHA Regulations shall apply to all employees of Contractors signatory to this Agreement. Employees found violating these rules may be immediately discharged for willful violation of MIOSHA Regulations.
- B. Milk shall be furnished when a Welder and Journeyman are working on alloys and galvanized pipe.
- C. No personal cell phones on the jobsites, only phones that are assigned or approved by the contractor.
- D. **NO SMOKING ON JOBSITE.**
- E. The training committee shall provide all required safety training for all bargaining unit members, including, but not limited to: First Aid Classes and Annual Refresher Classes through the American Red Cross, Asbestos Training, and other training that may be made necessary by the laws of the State of Michigan.
- F. The Substance Abuse Agreement, agreed to by the parties is made a part of this agreement as Addendum One. Random drug testing will be included as part of this agreement.

**ARTICLE XIII
GENERAL WAGE CONDITIONS**

A. Effective June 1, 2020 through May 31, 2021 the hourly wage, fringe benefits and industry fund shall be as follows:

Journeyman Rate Effective June 1, 2020:

Base Rate	\$40.28*
Dues Check-Off.....	1.53
<small>(Includes Dues Check off, Targ., Anniv., Sports, and Building Fund)</small>	
<u>Organizing Fund.....</u>	<u>45</u>
Total Taxable	42.26
Health Care Contribution.....	10.18
Individual Health Reimbursement	1.23
Pension Defined Benefit.....	10.58**
Pension Defined Contribution.....	.25**
SUB Fund .....	.30
Industry Fund .....	.78
International Training Fund .....	.10
Labor-Management Fund.....	.06
Training Fund	1.07
Scholarship Fund .....	.03
Work Safe Fund .....	.04
Quality Fund.....	<u>10</u>
Total Package	\$ 66.98

*** Includes \$2.00 Vacation Fund**

- B. Fringe Benefits will be paid only on actual hours worked, with the exception of Pension Defined Benefit, and Pension Defined Contribution, which shall be paid at the applicable overtime rate.
 - a. There shall be a Joint Fringe Benefit Committee of six (6) persons, three (3) Journeymen members of UA Local 190 actively working under this Agreement and three (3) members from Greater Michigan Plumbing & Mechanical Contractors Association, Inc., that have members of UA Local 190 actively employed throughout the length of this Agreement.
- C. The Business Manager of UA Local 190 and the President of the Greater Michigan Plumbing & Mechanical Contractors Association, Inc., shall be automatic members of the Joint Fringe Benefit Committee.
- D. Any cost or expense, including actual attorney fees incurred by UA Local 190 for the enforcement of the terms of this article, shall be the responsibility of the Contractor against whom enforcement is sought.

ARTICLE XIV
QUALITY OF WORKMANSHIP FUND

A fund has been established to allow Contractors an avenue to request, reimbursement for costs incurred due to workmanship (quality) of Journeypersons. A Quality of Workmanship Committee has been established to manage this Fund.

**ARTICLE XV
METAL TRADES / COMMERCIAL FIELD**

In the commercial-industrial field, Metal Trades Workers may perform site work, demolition, material handling, fire stopping, clean up and hole coring. Other jobs may be covered by this Agreement by mutual agreement between the Business Manager and Contractor.

The Contractor shall requisition all employees from UA Local 190 to perform work as described above. All efforts will be made to have this rate registered in the State of Michigan Prevailing Wage Schedule and/or Federal Davis-Bacon rates.

Metal Trades/ Commercial Field:

Base Rate*	\$12.00 minimum
Dues Check-Off.....	1.53
<small>(Includes Dues Check off, Targ., Anniv., Sports, and Building Fund)</small>	
<u>Organizing Fund.....</u>	<u>45</u>
Total Taxable	13.98

Insurance Contribution	10.18
Individual Health Reimburse	1.23
Pension Defined Benefit.....	1.95**
SUB Fund .....	.30
Scholarship Fund .....	.03
Labor-Management Fund.....	.06
Industry Fund .....	.78
Work Safe Fund .....	.04
Quality Fund.....	<u>10</u>
Total Package	\$28.65

* **Base Rate includes \$.50 Vacation Contribution.**

** **Pension Contribution ONLY FOR employees who have worked in this classification for one year or more.**

**ARTICLE XVI
SHOW-UP TIME**

- A. Any employee, after being hired and ordered to report for work at the regular starting time and for whom no work is provided on the day that he has so reported, shall receive the equivalent of two (2) hours at the prevailing wage rate, excluding inclement weather.

**ARTICLE XVII
TEMPORARY HEAT**

- A. When temporary heat is required for workers, UA Local 190 Journeymen will be used.

**ARTICLE XVIII
INDUSTRY FUND**

- A. The Contractors shall maintain an Industry Fund in accordance with the Agreement and Declaration of Trust. The fund shall be administered by the Contractors for activities, which in the discretion of the Contractors, are designed to promote and advance the industry. The Industry Fund contribution is over and above the employee wage package. The amount is included in the employee wage package only as a means of collection.
- B. The Contractors agree to contribute seventy-eight cents (\$.78) for each hour worked by each employee covered by this Agreement to the Industry Fund. All reports and payments made under this Article shall be on or before the nineteenth (19th) day following the end of each calendar month for which the Contractor is reporting. The Industry Fund shall also be used for the purposes summarized in

the Mission of the Parties set forth previously in this Agreement.

ARTICLE XIX VIOLATIONS

- A. Willful violation of any part of this Agreement by either party shall, upon proper notice, forfeit such violator of all rights and privileges hereunder.
- B. In the event that any Article or Section of this Agreement is contrary to the laws of the State of Michigan, or Federal laws, such provisions shall become null and void and the remainder of the Contract shall remain in effect during the term of this Agreement. If any provision of this Contract is held to be invalid, such provisions shall be modified or shall be renegotiated by the parties for the purpose of adequate replacement.

ARTICLE XX WORK STOPPAGE

It is agreed there will be NO lockouts, strikes, or stoppages of work with the exception of non-payment of wages or Fringe Benefits. All grievances will be settled with the procedures established in Article IV of this Agreement.

**ARTICLE XXI
DURATION**

A. This Agreement shall be in full force and effect from June 1, 2020 to and including May 31, 2021.

FOR THE EMPLOYER

FOR THE UNION

NANCY CUMMINS
President
Greater Michigan PMC

RANDALL WHITAKER
Business Manager
UA Local 190

Date: June 1, 2020

Date: June 1, 2020

RESIDENTIAL AGREEMENT

Between

***GREATER MICHIGAN
PLUMBING & MECHANICAL CONTRACTORS
ASSOCIATION, INC.***

And

***UA LOCAL 190
PLUMBERS / PIPEFITTERS
SERVICE TECHNICIANS***

JUNE 1, 2020

through

MAY 31, 2021

PREAMBLE

UA Local 190 - Plumbers / Pipefitters / Service Technicians has reached a Residential Agreement with the Greater Michigan Plumbing & Mechanical Contractors Association, Inc. The parties of the 2020 negotiations are listed:

MANAGEMENT

Carl Evans, Chairman
Jeff Darr
John Green
Mark Darr
Brent Johnson
Mark Wisely

UNION

Randall Whitaker, Chairman
David Forbes
Andrew Fielder
Randy Reynolds
Andrew McGibbon

MEMORANDUMS OF UNDERSTANDING

Residential Work

This supplemental agreement hereby incorporates by reference all other provisions of the Master Agreement negotiated between the Contractors and UA Local 190 and entered into on the first day of June 2020. This supplemental agreement expressly incorporates by reference Articles I through XXI of the Master Agreement.

Residential Work

Residential work shall include single-family residential units, duplexes, condominiums, town-houses or apartment projects not to exceed three (3) stories in height. See Michigan National Residential Agreement and Schedule A for additional information.

Residential Work

There shall be a committee of equal numbers appointed by the President of the Contractors Association and the Business Manager of UA Local 190 within thirty (30) days of the signing of this agreement to address the needs of Residential Construction.

Residential Work

This agreement may be opened, at the discretion of either party, to discuss items of concern.

ARTICLE I RESIDENTIAL AGREEMENT

This Agreement covers the rates of pay, rules and working conditions of all the employees of the employers engaged in the installation of plumbing, heating and air conditioning systems in residential work.

- A. The regular hours of work for which regular rates shall apply shall be ten (10) hours Monday through Friday and shall fall within the period from 6:00 AM to 8:00 PM, except Saturday which shall be eight (8) hours between 8:00 AM and 4:30 PM.
- B. Forty (40) hours per week shall constitute a week's work - (Monday through Saturday). All time worked over forty (40) hours per week shall be paid at one and one-half (1-1/2) the straight time rate. All hours worked on Sundays and holidays shall be paid for at double (2) the straight time rate. Employees who refuse to work on Saturdays will not be disciplined by the employers.
- C. Fringe Benefits will be paid only on hours actually worked, with the exception of Defined Contribution / 401 (k) Pension and Defined Contribution Pension, which will be paid at the applicable overtime rate.
- D. The Business Manager or designated paid Union Official of UA Local 190 must be notified when a make- up day is to be worked.

ARTICLE II
RESIDENTIAL WAGE CONDITIONS

A. Effective June 1, 2020 through May 31, 2021 the Residential Pipe Trades Journeyman rate will be 80% of the Building Trades Journeyman rate with fringe benefits and industry fund as follows:

Residential Pipe Trades Journeyman
Effective June 1, 2020:

Base Rate.....	\$30.62
Dues Check-Off.....	\$.58
<small>(Includes Dues Check off, Targ., Anniv., Sports, and Building Fund)</small>	
Organizing Fund.....	<u>.40</u>
Total Taxable.....	\$31.60
Health Care Contribution.....	7.03
Individual Health Reimburse	1.23
Defined Contribution/401K Pension	1.89*
SUB Fund .....	.20
Industry Fund .....	.30
Scholarship Fund .....	.03
Work Safe Fund.....	.04
Quality Fund.....	<u>.10</u>
Total Package.....	\$42.42

*Pension Contribution ONLY FOR employees who have worked in this classification for one year or more.

ARTICLE III RESIDENTIAL PIPE TRADES APPRENTICES

- A. Apprentices actively attending apprentice classes may be furnished to Contractors at their request under the wage and fringe table as set forth in this section. It is hereby agreed that UA Local 190 will furnish Residential Pipe Trades employees who are not attending classes to perform all phases of residential work as listed in Article III.

- B. Apprentices shall be governed by the local Residential Agreement, except that they shall be allowed to perform all work limited only by their capabilities, as defined as being work in the residential field.

- C. Residential Pipe Trades classification shall receive the Defined Contribution / 401 (k) Pension.

- D. There shall be a Probationary Residential Worker established to serve for a one-year period, with no fringe benefits. The wage rate will be determined by the contractor with notification given to the Union. If the worker is supplied by the Union, any wages affecting the Probationary Residential Worker shall be determined by mutual agreement between the Business Manager and the Contractor.

- E. There shall be a (1) one to (1) one ratio for Probationary Residential Workers, (1) one Probationary Worker to (1) one Journeyman, Apprentice, or Residential Pipe Trades Worker.

- F. Contractors will submit a “Review Form” for each Probationary Residential Worker, on a quarterly basis. This division will be renegotiated or eliminated at the end of the contract period.
- G. All new Apprentices shall be paid a percentage of the Journeyman base rate in accordance with the following table:

1 st Year	40%
2 nd Year.....	50%
3 rd Year	60%
4 th Year	70%
5 th Year	80%
6 th Year	80%
7 th Year	80%

Residential Pipe Trades Apprentices:

Dues Check-Off .....	.58
(Includes Dues Check off, Targ., Anniv., Sports, and Building Fund)	
Organizing Fund .....	.40
Total Taxable .....	.98 - Plus Base Rate

Health Care Contribution	7.03
Individual Health Reimburse	1.23

Defined Contribution / 401 (k)

Pension	1.89**
SUB Fund .....	.20
Scholarship Fund .....	.03
Industry Fund .....	.30
Work Safe Fund .....	.04
Quality Fund .....	.10

Total Package **\$11.80 - Plus Base Rate**

**** Pension Contribution ONLY FOR employees who have worked in this classification for one year or more.**

ARTICLE V WORK STOPPAGES

- A. In the Residential Agreement, it is agreed there will be NO lockouts, strikes or stoppages of work with the exception of non-payment of wages or Fringe Benefits. All grievances and complaints will be settled with the procedures established in Article IV of this Agreement. Negotiated wage settlements will be retroactive to the expiration date of the Contract.

SERVICE AGREEMENT

Between

***GREATER MICHIGAN
PLUMBING & MECHANICAL CONTRACTORS
ASSOCIATION, INC.***

and

***UA LOCAL 190
PLUMBERS / PIPEFITTERS
SERVICE TECHNICIANS***

JUNE 1, 2020

through

MAY 31, 2021

PREAMBLE

UA Local 190 - Plumbers / Pipe Fitters / Service Technicians has reached a Service Agreement with the Greater Michigan Plumbing & Mechanical Contractors Association, Inc. The parties of the 2020 negotiations are listed:

MANAGEMENT

Carl Evans, Chairman
Jeff Darr
John Green
Mark Darr
Brent Johnson
Mark Wisely

UNION

Randall Whitaker, Chairman
David Forbes
Andrew Fielder
Randy Reynolds
Andrew McGibbon

MEMORANDUMS OF UNDERSTANDING

Service Work

This supplemental agreement hereby incorporates by reference all other provisions of the Master Agreement negotiated between the Contractors and UA Local 190 and entered into on the first day of June 2020. This supplemental agreement expressly incorporates by reference Articles I, II, III, IV, V, VI, VII, VIII, X, XI, XII, XIII, XIV, XV, XVII, XVIII of the Master Agreement.

Service Work

There shall be a committee of equal numbers appointed by the President of the Contractors Association and the Business Manager of UA Local 190 within thirty (30) days of the signing of this agreement to address:

Quality of Workmanship Clause

and, the total scope of Plumbing, Heating, Ventilation, Air Conditioning and Refrigeration Service Work.

PLUMBING - HEATING REFRIGERATION - AIR CONDITIONING SERVICE AGREEMENT

ARTICLE I

This Agreement covers the rates of pay, rules and working conditions of all the employees of the employers engaged in servicing, altering and replacement of plumbing, heating, ventilation, air conditioning and refrigeration systems subsequent to their initial installment.

- A. The regular hours of work for which regular rates shall apply shall be ten (10) hours Monday through Friday and shall fall within the period from 7:00 AM to 7:00 PM, except Saturday which shall be eight (8) hours between 8:00 AM and 4:30 PM, worked at the option of the employee.
 - a. Scheduled work performed on Sunday will be paid at the rate of double time, with the exception of: Residential work and Warranty work.
- B. Any work performed in excess of ten (10) hours per day, or over forty (40) hours per week shall be paid at the rate of regular time plus one-half (1-1/2) rate.
- C. Emergency service work, after normal working hours, shall be paid at the rate of time and one half (1½), except on January 1st, Easter Sunday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and December 25th. Work on these days shall be paid for at double (2) the straight time rate.

- D. The Contractor will assign all power or production tools, test instruments or special tools. Carelessness or negligence on the part of the employee shall make the employee liable for replacement of lost or stolen tools.

- E. Employees will furnish hand (tool box type) tools. Employees performing service and/or maintenance work are required to provide their own hand tools. The following tool list represents, but is not limited to, all the hand tools intended for the service trade. All specialty tools such as welding equipment, power tools, instruments for testing equipment, large pipe wrenches, etc. will be furnished by contractors. Employees shall be responsible for tools furnished by employer. Carelessness or negligence on the part of the employee shall make the employee liable for lost or stolen tools.

HAND TOOL LIST (minimum):

Tool Bag	6" crescent wrench
12" folding bar	8" crescent wrench
6" putty knife	12" crescent wrench
Gasket scraper	Allen wrench sets-assorted sizes
Hammer	Channel locks-assorted sizes
Left handed sheet metal snips	Gear wrench set – 7 pieces
Locking utility knife	Wire strippers
Right handed sheet metal snips	Linesmen pliers
Scratch all	Long nose pliers
Sheet metal crimps	Refrigeration service wrenches
Straight snips	Side cutters
Tape measure	Torx wrench set
Torpedo level	Cable tie cutters
Assorted screw drivers (Phillips and common)	Flare & swedge kit
6 in 1 screw drivers	Flash light
10 in 1 screw drivers	Hack saw
Set of nut drivers	Keyhole saw
1/4" – 3/4" combo wrenches	Tubing cutters
10" pipe wrench	Metal hand file
16" crescent wrench	Mirror set
3/8" drive socket set	Pocket pipe reamer
5/16" - 5/8" ratchet wrenches	PVC pipe cutters
6" cold chisel	Rigid flare tool

Stolen employee tools will be replaced, under a contractor's insurance policy if:

- a. A police report was filed.
- b. No neglect on the part of the employee was involved.

- c. The employee had submitted, previous to the theft, an itemized inventory of personal tools list.
 - d. Visual verification by the company of the tools. Both parties shall have a copy of the Tool List and picture of all tools.
- F. HVAC Employees designated for standby, will be paid one (1) hour straight time in addition to any hours worked. One (1) hour standby pay is paid only if the employee accepts all calls in a twenty-four (24) hour period. Only one (1) employee per contractor will be paid standby in any 24 hour period. If a situation occurs where an additional HVAC Tech is needed they must be notified by the Supervisor that they will not receive one (1) hour on call.
- G. The Contractor will furnish all necessary vehicles in these classifications. Employees will not utilize company vehicles for personal use.
- H. If any employee works less than twenty-six (26) hours per week, twenty-six (26) hours for apprentices, for two (2) consecutive weeks, the affected employee has the option to take a lay-off.
- I. The Contractor shall make every attempt to equalize work hours among employees.
- J. All Contractors signatory to this Agreement shall pay the same wages and fringes as set forth herein.

- K. UA Local 190 service employees will attend education courses, and will be required to have a minimum of sixteen (16) hours of upgrade training per year, unpaid, with enforcement assistance from UA Local 190 officials. The training fund may pay tuition and other related costs for trade related instruction.

- L. A Contractor may hold company meetings once a month. Employees will attend, unpaid, outside of normal working hours with enforcement assistance from UA Local 190 officials.

- M. Employees will wear properly fitting uniforms, when supplied, or be dressed appropriately in non-offensive clothing and following safety guidelines.

ARTICLE II
SERVICE WAGE CONDITIONS

A. Effective June 1, 2020 through May 31, 2021 the hourly wage, fringe benefits and industry fund shall be as follows:

Base Rate	\$40.28*
Dues Check-Off.....	1.53
<small>(Includes Dues Check off, Targ., Anniv., Sports, and Building Fund)</small>	
<u>Organizing Fund.....</u>	<u>45</u>
Total Taxable	\$42.26

Health Care Contribution.....	10.18
Individual Health Reimbursement	1.23
Pension Defined Benefit.....	10.58
Pension Defined Contribution.....	.25
SUB Fund .....	.30
Industry Fund .....	.78
International Training Fund .....	.10
Labor-Management Fund.....	.06
Training Fund	1.07
Scholarship Fund .....	.03
Work Safe Fund .....	.04
Quality Fund.....	<u>.10</u>
Total Package	\$66.98

***Includes \$2.00 Vacation Fund**

B. Fringe Benefits will be paid only on actual hours worked, with the exception of Pension Defined Benefit, and Pension Defined Contribution, which shall be paid at the applicable overtime rate.

**ARTICLE III
SERVICE APPRENTICES**

- A. Apprentices may be furnished to Contractors at their request under the wage and fringe table as set forth in this section.
- B. Service Apprentices shall be governed by the local Service Agreement, except that they shall be allowed to perform all work limited only by their capabilities, as defined as being work in the Service field, and they shall be under the direction of a qualified Journeyman.
- C. The Contractor may have a ratio of one (1) Apprentice for the first Journeyman, and then an additional Apprentice for every two (2) Journeymen employed.
- D. All Building Trades Apprentices shall receive an hourly pension contribution at the beginning of their first (1st) pay period.
- E. All new Apprentices shall be paid a percentage of the Journeyman base rate in accordance with the following table:

1st Year.....	45%
2nd Year	55%
3rd Year.....	65%
4th Year.....	75%
5th Year-First Six Months	80%
Second Six Months.....	85%

The fringe benefits for Service Apprentices are listed as follows:

Vacation	\$1.00 *
Dues Check-Off.....	1.53
<small>(Includes Dues Check off, Targ., Anniv., Sports, and Building Fund)</small>	
<u>Organizing Fund.....</u>	<u>45</u>
Total Taxable	1.98

Insurance Contribution	10.18
Individual Health Reimburse.....	1.23
Pension Defined Benefit.....	10.58
Pension Defined Contribution.....	25
SUB Fund	30
Industry Fund	78
International Training Fund	10
Labor-Management Fund.....	06
Scholarship Fund	03
Training Fund.....	1.07
Work Safe Fund	04
Quality Fund.....	<u>10</u>
Total Fringe Benefits	\$26.70

*** The \$1.00 Vacation Fund will be added to their Base Rate.**

**ARTICLE IV
MECHANICAL EQUIPMENT SERVICE TRADESMAN**

- A. There has been established a Mechanical Equipment Service Tradesman. The selection of individuals performing work in this area shall do so at the discretion of the Business Manager and the Contractor.

B. The rate for Mechanical Equipment Service Tradesman shall be paid as follows:

Base Rate	<u>To be negotiated</u>
Dues Check-Off.....	1.53
<small>(Includes Dues Check off, Targ., Anniv., Sports, and Building Fund)</small>	
<u>Organizing Fund.....</u>	<u>.45</u>
Total Taxable.....	\$ 1.98 – Plus Base Rate

Insurance Contribution	10.18
Individual Health Reimburse	1.23
Pension Defined Benefit.....	1.95*
SUB Fund .....	.30
International Training Fund .....	.10
Training Fund	1.07
Scholarship Fund .....	.03
Labor-Management Fund.....	.06
Industry Fund .....	.78
Work Safe Fund.....	.04
Quality Fund.....	<u>.10</u>
Total Package	\$ 17.82 – Plus Base Rate

*Pension contributions only for employees who have worked in this classification for one (1) year or more.

C. Any wage change affecting the Mechanical Equipment Service Tradesman shall be determined by mutual agreement between the Business Manager and the Contractor.

D. Mechanical Equipment Service Tradesman employees shall be obtained from an available work list. The Contractor may also refer potential employees to UA Local 190 for Mechanical Equipment Service Tradesman classification.

ARTICLE V WORK STOPPAGES

- A. In Plumbing, Heating, Refrigeration and Air Conditioning Service, it is agreed there will be NO lockouts, strikes or stoppages of work with the exception of non-payment of wages or Fringe Benefits. All grievances and complaints will be settled with the procedures established in Article IV of this Agreement. Negotiated wage settlements will be retroactive to the expiration date of the Contract.

Addendum One

Alcohol, Safety, and Drug Policy Agreement



The MUST program as amended for UA Local 190 and the Greater Michigan Plumbing & Mechanical Contractors Association, Inc. shall be seen as part of this contract.

Copies of the agreement are available from either UA 190 or the Greater MI PMC.

Addendum Two

Benchmark of Excellence

For



**Greater Michigan Plumbing &
Mechanical Contractors
Association, Inc.**

And

**UA Local 190 Plumbers / Pipefitters /
Service Technicians**



Benchmark of Excellence

The Greater Michigan Mechanical Industry Labor-Management Committee is committed to uphold the highest industry standards in the workplace and ensure **customer** satisfaction. The program is designed to promote our UA members' world-class skills and safe, efficient work practices on the jobs performed by our PMC signatory contractors for our **customers**.

MEMBER AND LOCAL UNION RESPONSIBILITIES:

To ensure the **Benchmark of Excellence** platform meets and maintains its stated goals, the UA Local 190 Business Manager, in partnership with his implementation team, including Labor Coordinator and the local membership, shall ensure all members:

- Meet their responsibilities to the employer and their fellow workers by arriving on the job ready to work, every day on time (Absenteeism and tardiness will not be tolerated.)
- Adhere to the contractual starting and quitting times; including lunch (Personal cell phones will not be used during the workday as stated in the local labor agreement.)
- Meet their responsibility as highly skilled crafts workers by respecting those tools and equipment supplied by the employer
- Use and promote the local union and international training and certification systems to the membership so they may continue on the road of lifelong learning, thus ensuring UA crafts workers are the most highly trained and sought after workers

- Meet their responsibility to be fit for duty, ensuring a zero tolerance policy for substance abuse is strictly met
- Be productive and keep inactive time to a minimum
- Meet their contractual responsibility to eliminate disruptions on the job and safely work towards the on- time completion of the project
- Respect the **customers'** property
- Respect the UA, the **customer, client** and contractor by dressing in a manner appropriate for our highly skilled and professional craft with appropriate personal appearance
- Respect and observe employer and **customer** rules and policies
- Follow safe, reasonable management directives
- Cooperate and communicate with the Site Supervision and Labor Coordinator in preventing and resolving work problems
- Establish a fund to allow Contractors an avenue to request reimbursement for costs incurred due to workmanship (quality) of Journeypersons. A Joint Labor Management Fund - Quality of Workmanship Committee will be established to manage this fund.

EMPLOYER AND MANAGEMENT RESPONSIBILITIES:

The Greater Michigan PMC (MCAA/MSCA, PFI, NCPWB, PCA, UAC and NFSA) and contractors who are signatory contractors to this Benchmark recognize the responsibility to manage their jobs effectively, and as such have the following responsibilities under the **Benchmark of Excellence:**

- Return to the hiring hall unsatisfactory superintendents, general foremen, foremen, journey workers and apprentices
- Provide worker recognition for a job well done
- Ensure that all necessary tools, equipment and material and information are readily available in a timely manner
- Provide the necessary leadership and problem-solving skills to jobsite Supervision
- Create and maintain a safe work environment by providing site specific training, proper equipment and following occupational health and safety guidelines
- Promote and support continued education and training for employees while encouraging career building skills
- Treat all employees in a respectful and dignified manner, acknowledging their contributions to a successful project
- Cooperate and communicate with the Site Supervision and Labor Coordinator in preventing and resolving work problems