

**Local 357 & MCA/SWM**  
**2008 Mutually Agreed / Negotiated Contract Items: as of 9 June 2008**

**Approved/Ratified 12 June 2008**

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3 year contract ~ \$1.30 1<sup>st</sup> year; \$1.30 2<sup>nd</sup> year; \$1.30 3<sup>rd</sup> year

*Mutually Agreed: 21 May08 Negotiation Meeting*

21.4 Limitations of Liability of Employers and Association, ADD the following:

*In the event the Pension Fund becomes critically funded and the government mandates additional contributions, the additional contribution amounts will be contributed from the current wage package.*

*Mutually Agreed: 13May08 Negotiation Meeting*

4.2 Starting and Quitting Times: The regular starting time for work shall be from 6:00 am to 8:00 am. The employer shall set the time of quitting which shall be between the hours of 2:30 pm and 5:00 pm, depending upon the time allowed for lunch, which shall not exceed one (1) hour. Lunch break shall be taken not later than five (5) hours after starting time.

*Mutually Agreed w/ added wording: 13May08 Negotiation Meeting*

4.3 Add to the four ten's work week language, "In case of inclement weather or other job related disruptions during Monday to Thursday workweek, Friday can be used as an optional make-up day at straight time pay rate."

*Mutually Agreed: 21 May08 Negotiation Meeting as follows:*

4.4 Second and Third Shifts: The local union office shall be notified at least eight (8) hours in advance of any shift work project. When it may be necessary to work shifts for a period of not less than five (5) consecutive work days, the second shift shall be paid at the rate of 1.15 x Base Rate and the third shift shall be paid at the rate of 1.15 x Base Rate. Any hours worked after eight (8) hours on the second shift or third shift will be paid time and one half up to twelve (12) hours and after twelve (12) hours the rate will be double time. The shift premium shall apply to overtime hours worked. When it may be necessary to work shifts for a period of LESS THAN five (5) consecutive days, the overtime rate schedule will apply.

*Mutually Agreed: 20 May08 Negotiation Meeting as follows:*

4.5 Break Times: Employees shall have not more than a fifteen (15) minute break in the first half of the shift and not more than a ten (10) minute break in the second half of the shift. If more than eight (8) hours are to be worked, employees shall have an additional ten (10) minute break every two (2) hours thereafter. On a regular eight (8) hour work day, the individual Employer has the right to eliminate the afternoon break and adjust the quitting time to ten (10) minutes before the normal quitting time. If more than eight (8) hours are to be worked, employees shall have an additional ten (10) minute break every two (2) hours thereafter. The individual Employer has a right to determine the time and place for break periods on a given shift.

*Mutually Agreed: 13May08 Negotiation Meeting ~ To be part of Contract*

6.3 Change foreman ratio. Whenever five (5) or more tradesmen are employed on a job, there shall be a foreman.

*Mutually Agreed: 14May08 Negotiation Meeting ~ **New Appendix F** - Revised 6 June 2008*

7.2 Change 3:1 apprentice ratio. Replace with 3:1 for Building Trades and 1:1 for Building Trades Service and 1:1 for Light Commercial/Residential

*Mutually Agreed: 20 May08 Negotiation Meeting as follows:*

New **Training** (Note: 9.5 is Cell Phone Language, previously agreed 23April08)

9.6 If a member participates in training provided by the contractor outside the jurisdiction of Local 357 or not during normal working hours, he shall be compensated for his wages only and paid as taxable income equal to his wages. He shall also receive per diem compensation reimbursement for travel, lodging, and meals, if applicable.

*Mutually Agreed w/ added wording: 14May08 Negotiation Meeting*

8.1 D. The Employer shall have the right to recall an employee laid-off for up to one hundred eighty (180) days from the date of layoff. Recall will be allowed if the Employer can provide proof that the employee was laid off on the date specified and the employee is not working for another contractor at the time of recall.

*Mutually Agreed: 21 May08 Negotiation Meeting*

Review all three (3) Contracts and reassign Appendix Letters to coincide with ALL

*Mutually Agreed: 23 April, 2008 Negotiation Meeting*

*ADD 2.2 & 2.3 omitted from 2005 Contract and added via Article 15.2 on 23 October 2008*

2.2 Hiring New Employees: Subject to the provisions of Article VIII hereof, the Employers shall continue to have full and exclusive power and discretion in hiring new employees for their respective shops, but all journeymen and apprentices of the Employers covered by this Agreement shall, on the ninetieth (90<sup>th</sup>) day after these provisions become effective, or on the ninetieth (90<sup>th</sup>) day after the date of their employment, whichever is later, become members of the Union as a condition of their continued employment, and shall thereafter remain members in good standing by tendering periodic dues and initiation fees; provided that the Employers shall not be required to carry out the foregoing provisions in any manner that violates the provisions of the Labor-Management Relations Act of 1947.

2.3 Ninety Day Probation Period: During the first ninety (90) days of an employee's employment, the employee shall be considered to be a probationary employee, during which time the employer may discharge the employee without further recourse. If the employee is retained beyond the ninety (90) day period, the Union will accept the employee into membership upon the same terms and conditions generally applicable to other members in the particular classification.

*Mutually Agreed: 23 April, 2008 Negotiation Meeting*

*CHANGE 15.2 omitting any references to 2005 contract negotiations, as follows:*

15.2 Contract Language Agreement: During Contract Negotiations, the Plumbers, Pipefitters, and HVAC Service Local 357 (hereafter referred to as the Union) and the Mechanical Contractor's Association of Southwestern Michigan (hereafter referred to as the Association) have undertaken the task of certain Contract language clarifications in the following three (3) contracts:

Building Trades Construction

Building Trades Service

Light Commercial / Residential Plumbing, Heating, & HVAC

The Union and the Association acknowledges that there may be errors which may cause confusion in the interpretation of the revised contract language clarifications and contract separation. During the term of this Contract and in the event that intent of any of the revised contract language or the separation of the contracts becomes an issue, either the Union or the Association may request to re-open the Contract in an attempt to clarify the issue. The Union will be allowed up to three (3) member representations and the Association will be allowed up to three (3) member representations to discuss the matter and attempt to resolve the issue. If a mutual agreement is reached, the resolved issue will become part of the Contract from that date forward. In the event a mutual agreement cannot be reached, the Contract will be closed regarding that issue until the next Contract Negotiations. The Union and the Association both agree that the above process is a non-strike and a non-lockout issue.

**Approved: 23 April, 2008 Negotiation Meeting with addition of last sentence**

**ADD 9.5 Cell phone and 2-way radio usage, as follows:**

**9.5 Cell Phones & 2-way Radios:** Personal use of member or company owned cell phones and two-way radios shall not be permitted on jobsites. Use of cell phones and two-way radios while driving a company owned vehicle shall not be permitted. Exception shall be made for personal emergencies and it is required that if the member knows of a potential personal emergency situation advise your supervisor or office of same. Member's use of personal cell phones will be permitted during authorized breaks.

**Plus ~**

**2008 Standard of Excellence Language Approved January 2008 Meeting**

Item 15: *Mutually Agreed: 21 May08 Negotiation Meeting*

Review all three (3) Contracts and reassign Appendix Letters to coincide with ALL

**Building Trades Construction:**

- Appendix A ~ Rochester Decision
- Appendix B ~ Alcohol, Safety, and Drug Policy Agreement
- Appendix C ~ Commercial / Industrial Current Wages
- Appendix D ~ Market Recovery Commitment (*Contract Book Statement*)

***The following not listed in Contract Book, available only to Local, Signatory MCA/SWM Contractors upon request:***

- Appendix D ~ Market Recovery Commitment – Contract Variance Request / Letter of Understanding
- Appendix E ~ Probationary Apprentice Trainee
- Appendix F ~ Article 7.2 ~ Apprentice Ratio – Ratio at to 3 :1 where appropriate

**Building Trades HVAC Service Division:**

- Appendix A ~ Rochester Decision
- Appendix B ~ Alcohol, Safety, and Drug Policy Agreement
- Appendix C ~ Commercial / Industrial Current Wages
- Appendix D ~ Market Recovery Commitment (*Contract Book Statement*)

***The following not listed in Contract Book, available only to Local, Signatory MCA/SWM Contractors upon request:***

- Appendix D ~ Market Recovery Commitment – Contract Variance Request / Letter of Understanding
- Appendix E ~ Probationary Apprentice Trainee
- Appendix F ~ Article 7.2 ~ Apprentice Ratio - Change to 1 :1 where appropriate

**Light Commercial Residential:**

- Appendix A ~ Rochester Decision
- Appendix B ~ Alcohol, Safety, and Drug Policy Agreement
- Appendix C ~ Light Commercial / Residential Current Wages
- Appendix D ~ Market Recovery Commitment (*Contract Book Statement*)

***The following not listed in Contract Book, available only to Local, Signatory MCA/SWM Contractors upon request:***

- Appendix D ~ Market Recovery Commitment – Contract Variance Request / Letter of Understanding
- Appendix E ~ Probationary Apprentice Trainee
- Appendix F ~ Article 7.3 ~ Apprentice Ratio - Change to 1 :1 where appropriate

**Appendix D, E, and F**

**APPENDIX D**  
**MARKET RECOVERY COMMITMENT**

In an effort to regain market share, the Plumbers, Pipefitters, & HVAC Service Local Union 357 and the Mechanical Contractor's Association of Southwestern Michigan have established a Market Recovery Program to benefit the members of Local Union 357 and the signatory members of the MCA/SWM. If an employer does not meet the requirements of membership of the Mechanical Contractors Association of Southwestern Michigan, this Appendix does not apply.

Appendix D is available in its entirety from Plumbers, Pipefitters, & HVAC Service Local Union 357 to any signatory member of the Mechanical Contractor's Association of Southwestern Michigan by request only.

*The above description is the only text to be listed in the contract.*

**APPENDIX E**  
**PROBATIONARY TRAINEE**

*Appendix E is not applicable on any Prevailing Wage Projects.*

It is the intent of Appendix E to serve the Mechanical Contractors Association of Southwestern Michigan. Appendix E is not applicable on any Prevailing Wage Projects. If an Employer does not meet the requirements of membership of the Mechanical Contractors Association of Southwestern Michigan which includes a minimum of two (2) years of current membership in the MCA/SWM; otherwise this Appendix does not apply.

It is hereby agreed that the Employer may apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant Probationary Trainees on the basis of one (1) Probationary Trainee for each two (2) apprentices employed by the Employer. Provided, however, that an Employer who employs one (1) or more apprentices and at least **three (3)** journeymen shall be entitled to at least one (1) Probationary Trainee.

**Note:** *Commercial HVAC and Lt Comm./Res to reflect proposed changed ratios*

Any qualified apprentice of the Employer on layoff must be rehired before the Employer is entitled to any Probationary Trainee. If a contractor is in ratio for an Apprentice and one is not available he may request and be granted a Probationary Trainee, however if at any time a qualified Apprentice becomes laid off and cannot be placed with another contractor, that contractor without an Apprentice must hire him.

This ratio may be adjusted per jobsite by the means of Appendix D (Market Recovery)

In the event the Employer is entitled to employ a Probationary Trainee and the Union fails to comply with the Employer's written request to furnish a Probationary Trainee within five working days, the employer may hire such employees and refer them to the Joint Apprenticeship and Training Committee for enrollment. After completing **the Contractor's basic requirements and responsibilities prior to hiring a Probationary Trainee**, all Probationary Trainees will report to the JATC prior to starting work to be registered and issued an identification card. Probationary Trainees will be required to go to night classes as deemed by the J.A.T.C.

Probationary Trainees shall be enrolled as applicants for future openings in the apprenticeship program. The Joint Apprenticeship and Training Committee shall evaluate the qualifications of Probationary Trainees for such openings during the first six (6) months of employment. No Probationary Trainee shall be retained beyond one year unless he has been found to be qualified as an applicant and there is no opening in the apprenticeship classes. No Probationary Trainees shall be allowed to stay employed past two (2) years unless the J.A.T.C extends their time until there is an opening in the Apprenticeship school.

The starting wage scale for Probationary Trainees shall be Thirty five percent (35%) of the wage rate of Building Trades Journeymen Plumbers, Pipefitters, and HVAC Service.

Health and welfare coverage for the Probationary Trainees shall be arranged and paid for by the Contractor.

### **Probationary Trainee Classification**

The wages for Probationary Trainee shall be as follows:

1. Entry - Thirty Five percent (35%) of the base Journeymen pay
2. After one (1) year of employment-forty percent (40%) of the base Journeymen pay

The Probationary Trainee ratio shall be as follows:

Three (3) Journeymen to one (1) Apprentice to one (1) Probationary Trainee per shop;

Six (6) Journeymen to two (2) Apprentices to two (2) Probationary Trainees per shop:

**Note: Commercial HVAC and Lt Comm/Res to reflect proposed changed ratios**

This ratio may be adjusted per jobsite by the means of Appendix D (Market Recovery)

A Probationary Trainee may perform all aspects of work within our trade with the exception that he may not do the work of a welder or a fitter. A Probationary Trainee must work with a Journeyman when installing work. Apprentices and Probationary Trainees shall not be allowed to install work together.

**Note: The above to be printed on the back of Probationary Trainee card**

### **CONTRACTOR'S REQUIREMENTS AND RESPONSIBILITIES PRIOR TO THE HIRING OF A PROBATIONARY TRAINEE:**

#### 1) Confidential Drug-Alcohol Screening Test

Each new Trainee must pass an appropriate drug-alcohol screen to be conducted by the designated laboratory. When directed, the applicant must immediately proceed to the designated laboratory at the contractor's expense. The designated laboratory is responsible for collecting and testing the sample. An applicant who refuses and/or fails to be tested when so directed will be considered to have tested "positive." An applicant who tests positive will be unable to work and will be offered a second drug test. If the second test comes up positive he/she would have to pay the cost of the second test and not be able to return to work until he/she has self-referred him/herself to an approved counseling center program and successfully completed said program. He/she will be subject to random testing for a minimum of one year if retained, by the Employer. All costs not covered by insurance are to be the responsibility of the Probationary Trainee applicant. Test results will be known only to the management and union personnel on a need to know basis. Test results will be securely maintained in a file separate from an applicant's personnel file.

#### 2) Confidential Background Check (to insure trainee qualifies for State of Michigan Journeyman Plumbing Exam)

Each new Trainee is required to have a confidential background check to determine if he or she meets the requirements of the JATC entry criteria for future acceptance into the Apprenticeship program. All costs for the confidential background check are to the responsibility of the Employer. Test results will be known only to the management and union personnel on a need to know basis. Background check results will be securely maintained in a file separate from an applicant's personnel file.

3) Math Test

Each new Trainee will be required to take a math test given by the Employer and supplied by the JATC to determine if he or she needs additional training in math skills to meet the requirements of the JATC entry criteria for future acceptance into the Apprenticeship program.

4) Probationary Trainee Health Insurance

Health and welfare coverage for the Probationary Trainees shall be arranged and paid for by the Contractor and shall be equal to Health and Welfare benefits provided for Employers office personnel.

5) JATC Issued Identification Card

After completion of the drug test, background check, and math test to determine if the applicant meets the requirements of the JATC for future admission into the Apprenticeship Program **and forwarding such information to be reviewed by the JATC for approval; all information shall be securely maintained in a confidential file for the Probationary Trainee;** the new Trainee will be required to carry a card issued by the JATC authorizing them to work as a Probationary Trainee. **Trainee must have this card in his possession and show the card upon demand whenever requested while performing any work under the jurisdiction of Local 357 on a jobsite or shop.**

## **JATC OVERSIGHT OF APPENDIX E**

- 1) **Contractors are required to maintain proper ratios regarding Probationary Trainees in strict accordance with the guidelines contained in this Appendix. All Probationary Trainees shall be registered with the JATC, meeting all requirements as outlined in this Appendix.**
- 2) **If a Contractor is in violation of any of the guidelines as set forth in this Appendix, the JATC will request an immediate resolution within seven (7) days and meet with the Contractor to review the guidelines of the Probationary Trainee program contained in this Appendix.**
- 3) **If the Contractor fails to correct the problem within the specified time, the JATC may elect to take a course of action limited to the following :**
  - A) **Forfeit the Contractor's right of the use of this Appendix for a period of up to one year**
  - B) **Forfeit the Contractor's right to Apprentices (indentured to the JATC) for a period of up to one year**
- 4) **Furthermore, Plumbers & Pipefitters Local Union 357 reserves its right to take additional action through the Grievance Procedure as set forth in the Contract**

## **APPENDIX F APPRENTICE RATIOS**

In an effort to regain market share, the Plumbers, Pipefitters, & HVAC Service Local Union 357 and the Mechanical Contractor's Association of Southwestern Michigan have established a Market Recovery Program to benefit the members of Local Union 357 and the signatory members of the MCA/SWM. If an employer does not meet the requirements of membership of the Mechanical Contractors Association of Southwestern Michigan, this Appendix does not apply.

Building Trades Construction ~ Appendix F – **In Reference to** Contract Article 7.2

7.2 Ratio: The ratio of apprentices to journeymen employed by any one Employer or any one shop shall be as follows: One (1) apprentice may be employed by an Employer or shop employing one (1) or more journeymen and one (1) additional apprentice for every additional **Three (3)** journeymen steadily employed. Enforcement of this section may be waived by the Business Representative in order to meet competitive conditions.

With JATC oversight and in the event apprentices are not available and all apprentices are fully employed, the Employer may use Probationary Trainees at a ratio of three (3) Journeymen to one (1) Probationary Trainee, not to exceed more than five (5) additional Probationary Trainees per company.

Building Trades HVAC Service ~ Appendix F – **In Reference to** Contract Article 7.2

7.2 Ratio: The ratio of apprentices to journeymen employed by any one Employer or any one shop shall be as follows: One (1) apprentice may be employed by an Employer or shop employing one (1) or more journeymen and one (1) additional apprentice for every additional journeymen steadily employed. Enforcement of this section may be waived by the Business Representative in order to meet competitive conditions.

With JATC oversight and in the event apprentices are not available and all apprentices are fully employed, the Employer may use Probationary Trainees at a ratio of three (3) Journeymen to one (1) Probationary Trainee, not to exceed more than five (5) additional Probationary Trainees per company.

Light Commercial / Residential ~ Appendix F – **In Reference to** Contract Article 7.3

7.2 Ratio: The ratio of apprentices to journeymen employed by any one Employer or any one shop shall be as follows: One (1) apprentice may be employed by an Employer or shop employing one (1) or more journeymen and one (1) additional apprentice for every additional journeymen steadily employed. Enforcement of this section may be waived by the Business Representative in order to meet competitive conditions.

With JATC oversight and in the event apprentices are not available and all apprentices are fully employed, the Employer may use Probationary Trainees at a ratio of three (3) Journeymen to one (1) Probationary Trainee, not to exceed more than five (5) additional Probationary Trainees per company.