

**Schedule A to the
NATIONAL SERVICE AND MAINTENANCE AGREEMENT**

Jurisdiction: Local 370, Flint, Michigan

In accordance with Article XX, Paragraph 72, this schedule is entered into on behalf of the signatories to the current National Service and Maintenance Agreement dated August 1, 2010.

Effective date: The Schedule A shall be effective June 1, 2009 – May 31, 2011

SPECIAL CONDITIONS

**ARTICLE VIII
Building Trades Work**

Paragraph 13 – Modified to include: “The following work can be performed with the classifications of Employees as defined in Article IX:

- Installation of plumbing, heating and piping systems and related appurtenances connected to such systems in single family and multiple dwellings not to exceed three (3) stories and commercial installations in buildings not to exceed 10,000 square feet. Such work on larger facilities may be performed with the Employee classifications as defined in Article IX with the mutual agreement of the Employer and local union.

**ARTICLE XII
Wages, Benefits, and Hours of Work**

Paragraph 35 – Modified to read: “All time worked before and after the established work day of eight (8) hours, Monday through Saturday, and all non-scheduled emergency work performed on Sundays shall be paid at a rate not to exceed time and one-half. All time worked on Sunday or on a holiday shall be paid at a rate of double time the hourly rate. New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day or days celebrated as such shall be considered as overtime days and payable at the overtime rate.

Paragraph 36 – Modified to include the following:

Trust Language: Each Employer covered by this Agreement in making contributions on behalf of employees to the Flint Plumbing and Pipefitting Fringe Benefit Funds, agrees to be bound by all the terms and conditions of the Agreement and Declaration of Trust of each fund entered into between the Flint Association Plumbing & Mechanical Contractors, Inc. and the UA Local Union 370 Plumbers, Pipefitters and Service Trades representing the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO, and the terms of each Agreement and Declaration of Trust are incorporated into this Agreement by reference. Each Employer acknowledges receipt of copy of each Trust Agreement.

Dues Check-off: Dues Check-off from the minimum established wages, 3% of the taxable gross, for all hours worked shall be deducted after taxes and placed in to the Fringe Benefit Program for Dues Check-off, which shall be forwarded to the Local Union. Contractors will be notified by letter as to the amount.

It is mutually agreed the Employer shall deduct the union working dues for each employee. The Employer shall forward the total amount to the Fund Administrator before the 15th day of each month, for the previous month. The union shall provide proper forms and inform the Employer as to the amount of the Dues Check-Off. The Employer shall be entitled to rely fully and completely upon the information so furnished and the union agrees to hold the Employer harmless and to reimburse the Employers for any cost they incurred from claims arising out of the Check-Off procedure.

Fringe Benefits: In addition to the established minimum wage scale, the following fringe benefits are to be paid by a single check to the Administrator for all hours worked by Employees:

Journeyman Fringe Benefit Table A	
A) Insurance Fund B) Pension Fund (benefit) (Defined Contribution)	A and B to be paid on hours paid
C) Apprentice and Journeymen Training Fund D) Industry Fund E) Scholarship Fund F) ITF	C, D, E and F to be paid on hours worked
G) Dues Check-off	G paid on Taxable Gross

Industry Fund: Industry Fund money will be turned over to the Flint Association of Plumbing & Mechanical Contractors, Inc. by the Administrator for the specific use of the Association. Industry Fund Money will be administered by the Flint Association to help defray the cost of the Association participation of jointly administered programs, promotion of programs which service to expand the market for the services of the HVACR Service industry, promotion of stability of relations between the Employer and the Union and any other legitimate Association expense as determined by the Association in their capacity of sole administrator of the fund. The Association will consult with the union relative to specific programs of mutual interest and provide a yearly accounting of the Industry Fund. No part of these payments shall be used for political or anti-union activities.

Surety or Cash Bond: All fringe benefits are due and payable on the 15th day of each month covering hours worked the previous month. A surety or cash bond shall be required by the trustees of said funds from any employer delinquent in such payments, and shall be required in the following cases:

- a) Where an Employer is new in the area, or has not made a contribution to the fringe benefits under this paragraph for a period of two years, a cash bond, or surety bond, shall be required by the trustees of the funds in the following amounts:

Average number of employees	Cash, Surety Bond Deposit Required
1 – 2	\$6,000
3 – 5	\$10,000
6 – 15	\$15,000
16 – 30	\$20,000
31 or more	\$30,000
The Bond shall be by an insurance or surety company authorized to do business in the State of Michigan on a form acceptable to the Trustees and in an amount according to the above schedule	

The Employer may be required to submit weekly benefit payments to the fund administrator. Cash bonds will be refunded in full after all fringe benefits are paid and verified by the fund administrator.

- b) The purpose of said bond is to assure that all costs and expenses of making collections from delinquent contractors is borne by the contractor, rather than the funds. No charges are to be made against the bond of a delinquent contractor other than the fringe benefits payments shown in Table A and the actual cost and expenses of collecting delinquent payments.

- c) An Employer is to be considered delinquent if his payments are not received in the designated office on or before the 15th day of the month. In the event of delinquency, a 10% fee per month will be charged for all funds due and received after the due date.
- d) The union, after being notified by the Administrators Office that an Employer is delinquent, shall contact the Employer at once regarding payment and if the Employer fails to make his contribution within seven calendar days, the union will remove the local employees working for the Employer at once.
- e) At the discretion of the Trustees, any consistently delinquent Employer shall be required to submit weekly benefit payments to the Fund Administrator.
- f) All provisions and terms of the Jointly Administered Agreement for the purpose of the fringe benefits indicated in Table A or any other similar programs established hereinafter shall become part of this Agreement and the Employers shall be bound by the terms hereof as amended from time to time. Copies of such agreements shall be made available upon request. The Trust Agreement provides for the right to audit all books and records of contributing firms to the Fringe Benefit Programs. Cost of the audit will be borne by the respective Trust Committees. However, if upon examination, a contributing firm is found to be delinquent in contributions then the cost of the audit will be borne by the delinquent contractor. If in the event any Employer should refuse to permit an audit, the cost of requiring such an audit shall be borne by the Employer for such audit. These costs include court and attorney fees.

Paragraph 39 - Service Journeymen - Rate of pay, fringes and benefits shall be as specified in the attached Memorandum of Agreement.

Paragraph 40 – Servicemen (MES) - Rate of pay shall be not less than 50% or more than 75% of the Service Journeyman wage rate. The Employer, with mutual agreement of the local union, will establish wages for each Serviceman based on experience and training. Fringes and contributions as specified in attached Memorandum.

Paragraph 41 - Service Apprentices - Rate of pay, fringes and contributions shall be a percentage of the Service Journeyman rate as specified in the attached Memorandum. First and second year Service Apprentices will go to day school. Base rates for Service Apprentices shall increase by \$1.00 for the third, fourth and fifth years. Third, fourth and fifth year apprentices will go to night school.

Paragraph 42 - Service Tradesman (MEST) - Rate of pay shall be 40% the Service Journeyman rate plus fringes and contributions as specified in attached Memorandum.

Oversight Committee and Modifications to Schedule “A”

The Oversight Committee will meet on a regular basis to ensure all Employers and Employees working under the Agreement and this Schedule “A” understand its provisions. If issues arise concerning the terms of the Schedule “A,” such issues may be referred to the Oversight Committee. If the Oversight Committee determines that modification(s) to the Schedule “A” is appropriate, the matter will be referred promptly to the Joint Committee for resolution.

8/1/2010

United Association of Plumbers and Pipefitters
of the United States and Canada



William P. Hite
General President
Date: 8/1/2010

Mechanical Service Contractors
of America



David Bavisotto
Chairman
Date: 8/1/2010

**MEMORANDUM OF AGREEMENT
SERVICE WAGE RATES – June 1, 2009 – May 31, 2011**

A: Service Journeymen

Base Rate..... \$ 33.96

Deduct from Net Gross:

Dues Check Off.....3% + \$1.32 Per Hour Worked

(Dues Check Off includes - .45 Sub/Sick Pay, .35 Industry Advancement, .25 Building Fund, .25 Widow/Retiree, .02 UA PAC Fund)

Fringe Breakdown:

Insurance Fund	(Pd at pay rate per hrs Pd)	\$ 6.50 Per Hour
Pension Fund.....	(Pd at pay rate per hrs Pd)	\$ 10.00 Per Hour
Appr.-Journ Train.....	(Pd on hours worked)	\$ 0.60 Per Hour
Ind. Fund (Contract).....	(Pd on hours worked)	\$ 0.20 Per Hour
Scholarship Fund.....	(Pd on hours worked)	\$ 0.05 Per Hour
Inter. Train Fund.....	(Pd on hours worked)	\$ <u>0.10 Per Hour</u>
TOTAL PACKAGE		\$ 51.41

Effective June 1, 2010, 50 cents increase to be allocated to Service Journeyman package.

B: Serviceman – 50% - 75% Service Journeyman Rate

Deduct from Net Gross:

Dues Check Off.....3% + \$1.32 Per Hour Worked

(Dues Check Off includes - .45 Sub/Sick Pay, .35 Industry Advancement, .25 Building Fund, .25 Widow/Retiree, .02 UA PAC Fund)

Fringe Breakdown:

Insurance Fund	(Pd at pay rate per hrs Pd)	\$ 6.50 Per Hour
National Pension Fund.....	(Pd at pay rate per hrs Pd)	\$ 2.50 Per Hour
Appr.-Journ Train.....	(Pd on hours worked)	\$ 0.60 Per Hour
Ind. Fund (Contract).....	(Pd on hours worked)	\$ 0.20 Per Hour
Scholarship Fund.....	(Pd on hours worked)	\$ 0.05 Per Hour
Inter. Train Fund.....	(Pd on hours worked)	\$ <u>0.10 Per Hour</u>
TOTAL FRINGES		\$ 9.95

C: Service Apprentice rate:

Deduct from Taxable Gross:

Dues Check Off.....3% + \$0.65 Per Hour Worked
 (Dues Check Off includes - .45 Sub/Sick Pay, .18 Industry Advancement, .02 UA PAC Fund)

6 Month Period	Base	Fringe	Total
1 st – 35%	\$11.89	\$12.03	\$23.92
2 nd – 40%	\$13.58	\$12.03	\$25.61
3 rd – 45%	\$15.28	\$17.03	\$32.31
4 th – 50%	\$16.98	\$17.03	\$34.01
5 th – 55% + \$1.00	\$19.68	\$17.03	\$36.71
6 th – 60% + \$1.00	\$21.38	\$17.03	\$38.41
7 th – 65% + \$1.00	\$23.07	\$17.03	\$40.10
8 th – 70% + \$1.00	\$24.77	\$17.03	\$41.80
9 th – 75% + \$1.00	\$26.47	\$17.03	\$43.50
10 th – 80% + \$1.00	\$28.17	\$17.03	\$45.20

Fringe Benefits:

	Periods 1 & 2	Periods 3 through 10
Defined Benefit	\$5.00	\$10.00
Insurance	\$6.50	\$6.50
Training	\$0.28	\$0.28
Industry Fund	\$0.10	\$0.10
Scholarship	\$0.05	\$0.05
ITF	\$0.10	\$0.10

D: Tradesmen – 40% Service Journeyman Rate

Base Rate..... \$13.58

Deduct from Net Gross:

Dues Check Off.....3% + \$0.47 Per Hour Worked
 (Dues Check Off includes - .45 Sub/Sick Pay, .02 UA PAC Fund)

Fringe Breakdown:

Insurance Fund (Pd at pay rate per hrs pd) \$ 6.50 Per Hour
 National Pension Fund.....(Pd at pay rate per hrs pd) \$ 1.25 Per Hour
 Appr.-Journey Train..... (Pd on hours worked) \$ 0.60 Per Hour
 Ind. Fund..... (Pd on hours worked) \$ 0.20 Per Hour
 Inter. Train Fund..... (Pd on hours worked) \$ 0.10 Per Hour
TOTAL FRINGE..... \$ 7.65 Per Hour
 Base Rate..... \$ 13.58 Per Hour
TOTAL PACKAGE..... \$ 21.23