

October 19, 2010

Dear Brothers and Sisters,

This letter will briefly explain the tentative agreement unanimously approved by the Local 602 bargaining committee. These negotiations were the most difficult in my 30 years as a full time officer. We were not only faced with a sharp recession but a tepid recovery. The plumbers reached a four year contract with a one year wage freeze which further emboldened the contractors.

For four months, the contractors took the position that they were unwilling to agree to more than \$.95 the first year and \$.55 the second year while making no serious offer for the third year. We were forced to prepare for a strike and engage in several selective one day work stoppages. The contractors were convinced that a general strike was imminent , and they were right, when we returned to the bargaining table one last time on October 12, 2010.

I am pleased that a full scale strike was avoided and after a grueling 10 hour negotiating Session, the parties came away with a tentative agreement. The contractors finally added thirty cents the first year with the entire first year increase retroactive. The negotiating committee reluctantly agreed to reopen negotiations for years two and three of the contract culminating in the utilization of the Industrial Relations Council (IRC) if the parties were unable to reach an agreement.

Seventy-five cents of the first year increase is dedicated to the pension fund. This is consistent with the action of the Pension Trustees stating that this amount was necessary to forestall further cuts in future pension accrual rates. The employers pushed for a reconsideration by the Trustees to reduce funding to forty cents. We opposed this on the grounds that the quicker we get the Pension Fund fully funded, the

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sooner we will be able to increase our pensions. As it stands now, no increases in accrual can occur because of existing pension funding deficits. The remaining fifty cents of the first year increase will be allocated by a vote of the membership.

The use of IRC as a backstop if negotiations for a wage increase flounder in years 2 and 3 of the contract was necessary when it was apparent that the parties were hopelessly deadlocked over years 2 and 3. The employers rejected our economic proposals for years 2 and 3 including the proposal for an increase based on the average increase of the four highest construction trades. Local 602 was equally adamant that the employer's economic proposals for years 2 and 3 were wholly unacceptable.

Faced with this deadlock we had a stark choice. We could have called a general strike or reached the compromise settlement. We opted not to strike because in the judgment of your bargaining committee, the timing was all wrong. A full blown strike in the face of a deep recession and an anemic recovery would have been too risky.

Submission of unresolved economic issues to the Industrial Relations Council will only occur if the parties are unable to reach agreement by June 1, 2011 and June 1, 2012 respectively. Both sides will have a better picture of the scope of the economic recovery and our hope is to be able to reach an agreement without resorting to the IRC.

IRC has existed for over sixty years. It consists of an equal number of Business Managers appointed by the UA and employers appointed by the MCA. IRC has been utilized hundreds of times by UA Locals and their employer counterparts. The IRC does not act in a vacuum. The most important driving force for IRC is comparative data on the wages and fringes negotiated by other building trades locals in the locality. In this respect, it is not unlike our proposal for the average increase reached by the top four trades which was pre-ratified by the membership.

While both sides will have an incentive not to put years 2 and 3 in the hands of a third party, Local 602 will not have to wait until June 1 to prepare for IRC. Comparative data and relative statistics will be gathered beginning January, 2011. We will do our homework and plan for the IRC well in advance, even if it proves unnecessary.

The possibility of IRC is something new for Local 602, but it has stood the test of time with the UA. Other crafts such as IBEW and the Sheet Metal Workers have also long relied on industry arbitration panels much like the IRC to determine increases when the parties are unable to reach an agreement.

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The Union also negotiated significant non-economic changes. We were successful, among other things, in tightening up job steward language, eliminating the right of employers to have persons on application to direct work, and incorporated the Southland arbitration award to the contract which acknowledges paid morning breaks and the limited right of employers to combine morning breaks with lunch breaks. Most importantly we eliminated the former qualifying period for paid holidays of working two weeks before the holiday and one week after. Now, the only requirement is to work two days before or two days after the holiday. A separate sheet on the non-economic items is attached.

The contract is not all we hoped for, but it still contains significant improvements which are all the more notable given the difficult posture we found ourselves in. Make no mistake, it will take a strike to see if any further improvements are possible. Your bargaining committee strongly supports ratification.

It is important that all members attend the ratification meeting scheduled for Monday, October 25, 2010, at 5:30 p.m. at Martin's Crosswinds, 7400 Greenway Center Drive, Greenbelt, MD 20770. Listen to the arguments raised, pro and con, and let your voice be heard. Finally, if the contract is ratified your presence is important to determine the allocation of the first year increase.

Fraternally,

Joseph C. Savia, Sr.  
Business Manager/  
Financial Secretary Treasurer

October 19, 2010

Dear Brothers and Sisters,

Enclosed is important information that you will need to consider before the ratification meeting;

- While it may appear that the contractors are trying to tell us where to put our money, the negotiating team agreed to direct \$.75 of the \$1.25 into the Pension Fund. This decision was made based on the fact that the contractor felt that we could get by with a \$.40 increase, which would have prolonged any probable Plan improvements. We have been steadfast from the beginning in the fact that our Pension Plan needed a \$.75 contribution increase along with the other Fund needs. In order to negotiate the \$1.25, we did make a concession of agreeing to direct this \$.75 towards the Pension which is no more than a written agreement of what we asked for from the beginning of negotiations.
- The non economic changes included are those that you, the membership pre-ratified at the meeting on the 29<sup>th</sup> of September, nothing has changed.  
Non-economic changes to be made to the Contract  
(pages 3 -11)
- While the concept of the Industrial Relations Council settling our future wage & benefit packages may be less than appealing, the fact that has been overlooked is if the wage negotiations are concluded by the 1<sup>st</sup> of June. In the next two years, the arbitration is a moot point. So it is in our best interest to do our homework and get the wage packaged settled by the 1<sup>st</sup> of June.  
Some facts regarding Industrial Relations Council  
(pages 12-14)
- Proposed Distribution of Money. These are the same allotments that we went into negotiations with. This is what we started with and this is what we would like to end with.  
(page 15)

Please review this carefully and **attend the 5:30 p.m. ratification meeting scheduled for Monday, October 25, 2010. If this contract is ratified, the membership will then vote on allocation of the first year increase.**

**ATTEND THIS MEETING. IT IS IMPERATIVE THAT YOU VOTE ON THESE IMPORTANT ISSUES.**

Fraternally,

Joseph C. Savia, Sr.  
Business Manager/  
Financial Secretary Treasurer

# AGREEMENT

Local 602 and MCAMW agree to the following 3 year contract subject to the ratification of their respective memberships:

1. A first year increase of \$1.25 per hour; \$0.75 to be dedicated to the pension fund and the remainder to be allocated at the discretion of the Local 602 membership. Entire increase is retroactive to August 1, 2010
2. Economic issues for years 2 and 3 of the contract shall be subject to a re-opener and negotiation of the parties provided that if no agreement is reached by June 1 of years 2 and 3, respectively, unresolved economic issues shall be submitted to the IRC. The parties, by mutual agreement, shall be able to have any IRC submission at year 2 to be for both the 2<sup>nd</sup> and 3<sup>rd</sup> year. Absent mutual agreement, the IRC shall consider the economic issues in separate years. The parties also agree that the IRC shall have no authority to impose IRC arbitration beyond years 2 and 3. Any IRC decision reached for years 2 and 3 shall be retroactive to August 1 of years 2 and 3 respectively.
3. This agreement shall have the full and unequivocal support of the Local 602 Conciliation Committee (Bargaining Committee) and the MCAMW Bargaining Committee upon presentation to their respective memberships.
4. All prior agreements by the Negotiation Committees on non-economic items are reaffirmed and binding.
5. This contract shall be effective from August 1, 2010 through July 31, 2013.

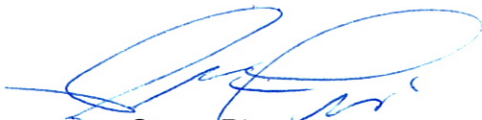
Executed on October 12, 2010



Brooke C. Greer



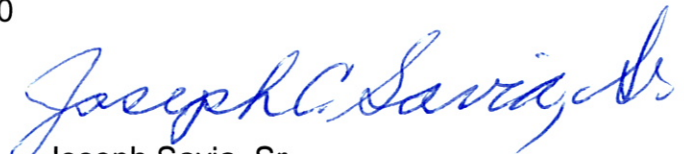
Michael Mack



Steve Pierce



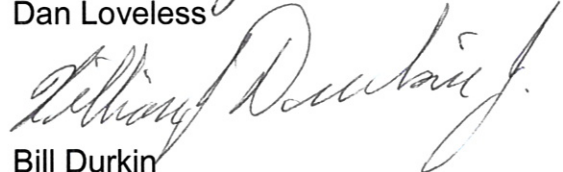
Sean Boland



Joseph Savia, Sr.



Dan Loveless



Bill Durkin



Kevin Sullivan

# BUILDING CONSTRUCTION AGREEMENT

## ARTICLE I

### Purpose

5f. The public interest is conserved, hazard to life and property is reduced, and standards of work are improved by fixing an adequate minimum of qualifications in knowledge and experience as a requirement precedent to the right of an individual to engage in the Mechanical Contracting Industry. It is the desire of Steamfitters Local No. 602 and the Mechanical Contracting industry that there be continuing education by the journeymen of the Union.

## ARTICLE V

### Working Rules for Journeymen Pipefitters and Apprentices

26. The personal use of electronic devices (cell phones, pagers, MP3 players, boomboxes, iPods) during working hours is strictly prohibited except as qualified herein. (This prohibition applies to use on job sites, in pre-fab shops and in company vehicles.) Personal use of cell phones, pagers and texting devices during normal working hours is permitted in the case of an emergency. In addition, personal use of cell phones, pagers and texting devices is permitted during the break and lunch periods.

## ARTICLE VI

### Duties of Journeymen Pipefitters and Apprentices

31. The ~~marking-making~~ of all pipe joints regardless of method or mode, applicable to the pipefitters' jurisdiction.

56. Pipe labeling and valve tagging will be performed by employees covered by this Agreement.

## ARTICLE XI

### Conference Board

64. For the proper conduct of business, a Chairman shall be chosen at each meeting, but he shall preside only at the meeting for which he is chosen. The duty of the Chairman shall be that usually incumbent upon a presiding officer. The chairman shall be allowed to vote on all questions should he so desire. The decision of the Conference Board shall be communicated in writing to the parties to the dispute and shall be final and binding on such parties. ~~unless either party appeals the decision to arbitration (as set forth in Article XII of this agreement) within ten (10) calendar days after receipt of written decision of the Conference Board.~~

## ARTICLE XII Grievance and

### Arbitration Procedure

68. **Step Three.** If the Joint Conference Board is unable by majority vote to reach a decision within thirty (30) calendar days of written notice of a dispute or in the event the Board decides it is deadlocked, ~~or if either party to the dispute chooses to appeal the Decision of the Joint Conference Board within ten (10) calendar days after receipt of the written decision of the Conference Board,~~ the dispute shall be submitted to an impartial ~~umpire~~Arbitrator chosen by the Board. If the Board is unable to agree on an impartial ~~umpire~~Arbitrator within five (5) working days, either party may immediately request the Federal Mediation and Conciliation Service to submit the names of five (5) persons qualified to serve as an impartial ~~umpire~~Arbitrator. When said list has been presented to representatives of the parties hereto, each shall have the choice of alternately rejecting the names of two of those five persons, with the order of choice being determined by lot, and the remaining, or fifth person, shall be selected as the impartial ~~umpire~~Arbitrator. This selection shall take place within five (5) working days after submission of said list. If costs are incurred, the Arbitrator's costs will be ~~split equally between the Local Union and the contractor~~assigned proportionally to the Union and the Contractor. The division of payment is the Arbitrator's decision only.

69. It is specifically agreed that the terms and conditions of this Agreement shall be binding upon the Joint Conference Board and/or the impartial ~~umpire~~Arbitrator and that he or they have no authority to alter, amend, revise, repeal or modify any of the provisions of this Agreement, it being the intent that such Board and/or impartial ~~umpire~~Arbitrator's authority and decision shall be within the scope and limited to the application of terms and conditions of this Agreement.

70. The parties hereto agree that a decision rendered by a majority of the Joint Conference Board shall be final and binding upon the Union, the Association and on either the Employer-member of the Association or any employing contractor signatory hereto, ~~unless such decision by the Board is appealed within ten (10) calendar days after such decision has been rendered.~~ The parties further agree that a decision rendered by an impartial ~~umpire~~Arbitrator shall be final and binding upon the Union, the Association, and on either the Employer-member of the Association or any employing contractor signatory hereto. All costs of the impartial ~~umpire~~Arbitrator shall be assigned proportionally to the Union and the Contractor. The division of payment is the Arbitrator's decision only. ~~divided equally between the disputing parties.~~

71. The Joint Conference Board and/or the impartial ~~umpire~~Arbitrator shall have the right to determine whether there has been a violation of this Agreement, and shall also have the right to devise an appropriate remedy adjudicating the grievances against parties bound to this Agreement.

## ARTICLE XV

### Supervision

76. It is agreed that the Employer may designate at any time anyone to be superintendent, provided he gives orders through the pipefitter foreman on the job. He will not be allowed to act as foreman at any time. This foreman is to be a member of Local 602 (if available). The designation, appointment and determination of foreman and/or general foreman is the sole responsibility of the Employer. An applicant for membership shall not be allowed to direct men until that applicant becomes a member of Steamfitters Local No. 602.

## ARTICLE XVI Non-

### Exclusive Hiring

78. Unemployed journeymen pipefitters are required to register with the Union referral office when seeking employment through that office. Unemployed journeymen pipefitters satisfying the requirements set forth in this agreement are free to solicit employment. When an Employer hires an employee who solicits his job as set forth in this paragraph, the employee and the Employer shall notify the Union that the employee has been hired by calling or writing the union referral hall ~~within twenty-four (24) hours~~by the end of the first pay period of employment. Failure to notify the Union in a timely fashion as set forth herein can be grieved by the Union before the Conference Board as set forth in Article XII.

## ARTICLE XIX

### Job / Shop

#### Steward

96(a). A journeyman ~~having charge of work or acting as foreman of any job or work~~ shall act as job or shop steward and shall be held responsible for the enforcement of all laws and working rules of Local 602. However, where a job carries more than five men, the job or shop steward will be appointed by the Business Manager of Local 602, providing, however, that such appointment be made from existing employees on the job or from within the company in the case of a shop steward. There shall be a steward on each job and in each company or pre-fab shop where warranted. The contractor will be notified prior to the appointment of the steward. A steward appointed by the Business Manager will remain on the job until the crew is reduced to five men, excluding foreman, unless he does anything detrimental to the job or shop. The steward shall work on all overtime work unless impractical. A job steward will be assigned to a specific job site. These terms will apply also to the shop or company. A shop steward may be responsible for multiple job sites within a campus or company.

~~This will apply also to the shop. The shop steward appointed by the Business Manager will remain on the job until the crew is reduced to five men, excluding foreman, unless he does anything detrimental to the job or shop. There shall be a shop steward in each shop and on each job where warranted. The shop steward shall work on all overtime work unless impractical.~~

## ARTICLE XX Hours of Work, Overtime, Holidays, Shift and Work and Weather

### Day Shift Work

102. Holidays. The recognized paid holidays within this agreement shall be observed: New Year's Day, Martin Luther King Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. These holidays shall be celebrated on the same day as recognized by the Federal Government. If the employee works on a paid holiday, the employee will be paid holiday pay and one and one-half of the base wage rate for the first eight hours.

103. To qualify for paid holidays, you must work ~~40 hours of regular straight time the two weeks~~ two (2) days prior to the holiday ~~and one week or two (2) days~~ after the holiday.

The holiday will be paid in the payroll period in which the holiday falls. If the employee does not fulfill this obligation with regards to the ~~40-hour policy as stated in Article XX paragraph 101, the week following the paid holiday~~ two day policy the contractor ~~has the right to withdraw the paid holiday in that pay period~~ does not have to pay the holiday pay.

~~During this three week period, the contractor must provide 40 hours of regular straight time each week. If the contractor lays the employee off two weeks prior to the holiday, they must pay the employee for the holiday. If an employee is hired and had previously been unemployed prior to the two weeks preceding the holiday, the contractor shall pay the~~ after the holiday, the employee for the holiday is not entitled to the holiday pay. If an employee is fired for just cause prior to the holiday, the contractor does not have to pay the employee for the holiday.

~~The following are the exceptions to this policy: prior notification to the employer (end of shift), death in the immediate family, disabling job injury, major illness, and scheduled vacation time within the three week period mentioned above. All disputes will be settled by the Joint Conference Board.~~

In a week that a holiday falls, scheduling changes will be permitted with mutual agreement between employees, employer and union. Rescheduling to occur at least one week prior to the holiday.

Four (4) days at 10 hours a day can be rescheduled to take the place of five (5) days of eight hours a day to allow the contractor to keep on schedule by having the job actually manned 40 hours that week. If the employee chooses to work only eight hours a day they still qualify for holiday pay but must inform the foreman at the beginning of the week, if he does not desire to work the additional 2 hour days.

A contractor working a four (4) days 10 hours a day week may shift the four (4) days around the holiday to man the job 40 hours that week. The employee is entitled to the holiday pay as well as any regular and or premium hours worked that week. The employee shall not be penalized for refusal to work their normally scheduled day off of a four (4) day work week.



108. **Weather Day.** When a General Contractor closes a job or portion of a job for weather reasons only, that effect the mechanical sub contractor, this lost time can be made up on Saturday at the workers option for straight time.

113. Pending prior approval of the contractor, all employees working for the contractor, traveling out of town, resulting in overnight stay will be paid \$75 per diem and lodging costs.

## **ARTICLE**

### **XXIV Paydays**

124. ~~Journeyman pipefitters and apprentices~~Employees shall be paid weekly in U.S. currency or a method approved by the Joint Conference Committee. Wages paid by other than cash shall be paid on or before end of shift Thursday of each week.

## **ARTICLE XXVIII**

### **Medical Fund**

137. Each employer signatory or otherwise bound to this Agreement agrees to become party to the current Restated Agreement and Declaration of Trust establishing the Heating, Piping and Refrigeration Medical Fund and further agrees to be bound by the Declaration of Trust and any amendments adopted thereto.

## **ARTICLE**

### **XXIX Pension Fund**

140. Each Employer signatory or otherwise bound to this Agreement agrees to become party to the current Restated Agreement and Declaration of Trust establishing the Heating, Piping and Refrigeration Pension Fund and further agrees to be bound by the Declaration of Trust and any amendments adopted thereto.

## **ARTICLE XXX**

### **Retirement Savings Fund**

144. Each Employer signatory or otherwise bound to this Agreement agrees to become party to the current Restated Agreement and Declaration of Trust establishing the Heating, Piping and Refrigeration Retirement Savings Fund and further agrees to be bound by the Declaration of Trust and any amendments adopted thereto.

## **ARTICLE XXXI**

### **Apprenticeship Fund**

148. Each Employer signatory or otherwise bound to this Agreement agrees to become party to the current Restated Agreement and Declaration of Trust establishing the Heating, Piping and Refrigeration Training Fund and further agrees to be bound by the Declaration of Trust and any amendments adopted thereto.

## **New ARTICLE XXXII**

### **International Training Fund**

149. Employers signatory to this agreement hereby agree to make contributions to the International Training Fund for all hours worked by all employees whose wages are covered by this collective bargaining agreement in accordance with Article XXI and XL, and transmit these monies with other sums as outlined in Article XXI and XL. This sum is then to be allocated and sent by the Central Depository to the Trustees of the International Training Fund as indicated.

150. Each Employer signatory or otherwise bound to this Agreement agrees to become party to the current Restated Agreement and Declaration of Trust establishing the International Training Fund and further agrees to be bound by the Declaration of Trust and any amendments adopted thereto.

## **ARTICLE XXXII**

### **Industry Fund**

155. Each Employer signatory or otherwise bound to this Agreement agrees to become party to the current Restated Agreement and Declaration of Trust establishing the Heating, Piping and Refrigeration Industry Fund and further agrees to be bound by the Declaration of Trust and any amendments adopted thereto.

## **ARTICLE XXXIII Communications**

### **and Productivity Fund**

158. Each Employer signatory or otherwise bound to this Agreement agrees to become party to the current Restated Agreement and Declaration of Trust establishing the Local 602 Communication and Productivity Fund and further agrees to be bound by the Declaration of Trust and any amendments adopted thereto.

## **ARTICLE XL**

### **Mechanical Helper**

178. A mechanical helper can only be sent to an employer upon the successful completion of the Union proctored math test. A helper currently employed by a contractor is not obligated to take the test. If dismissed from that contractor, the helper may not return to employment until successful completion of the test.

## **APPENDIX C**

### **JOINT CONFERENCE BOARD DECISION**

In resolution of the Grievance filed by Steamfitters Local Union 602 on August 14, 2009 regarding the scheduling of the morning break by Southland Industries, Inc. on the Ft. Belvoir and Walter Reed hospital projects, to which the Mechanical Contractors Association of Metropolitan Washington, Inc. ("MCAMW") is a party, without admission of any kind by any party, the parties have resolved this Grievance under Section XII, ¶ 70 of the current Collective Bargaining Agreement ("CBA") between Local 602 and MCAMW on the following basis:

1. The parties acknowledge the current practice of Southland and those other MCAMW contractor members that allow their union employees to take the customary paid morning break in their work area near the mid-point between the start time and lunch break;
2. Southland's current practice of combining the morning break with the unpaid lunch break on the Ft. Belvoir and Walter Reed hospital projects as a result of the totality of the circumstances, including owner imposed restrictions prohibiting eating or drinking in the buildings (or only in designated areas) as well as the logistics of those particular sites, shall be continued and Local 602 agrees that, on these two projects, such practice is both reasonable and supports a legitimate business purpose;

3. In the future, should Southland, or any MCAMW contractor member who is a signatory to the current CBA with Local 602, desire to combine the morning and lunch breaks on any other projects as a result of unusual circumstances which render the normal morning break impractical or unfeasible, Southland or the MCAMW contractor member agrees to meet and confer with Local 602 in advance of implementing such a combined break. Local 602 agrees not to unreasonably withhold its consent to such a request and the parties agree that special consideration will be given to projects where owner imposed restrictions prohibiting eating or drinking are present and reasonable efforts to provide a convenient alternative, if any, for the break have been attempted. In the event Local 602 does not consent to the request to combine the breaks, Southland or any other MCAMW contractor member may proceed to implement the change and Local 602 shall have the right to pursue an appropriate Grievance under Section XII of the CBA; and

4. This agreement does not alter any rights or obligations contained in the CBA except as expressly set forth herein.

Executed and agreed to 13<sup>th</sup> day of November, 2009.

### **STANDARDS FOR EXCELLENCE**

~~The United Association Standard For Excellence is incorporated by reference and adopted by the parties to this Agreement.~~

~~1. The Productivity Committee shall consist of one member from the Local Union, one member from the Association, and a Public Member. The Public Member shall be a mutually agreed-upon neutral third party appointed by the Local Union and Association's representatives to the Committee. Either party may at any time decide that the neutral third party be removed for any reason. The Productivity Committee shall consider any complaint from the Union, any member or any signatory employer arising from or relating to the Standard of Excellence.~~

~~2. The Productivity Committee shall have the power to make a final and binding decision on any matter referred to it which shall be complied with by the Local Union, signatory employers and the Association, as the case may be, and employees covered by the collective bargaining agreement. The Committee is not authorized to add to, or subtract from, or modify any of the provisions of the collective bargaining agreement and its decision shall be in accord with the Agreement.~~

~~3. A member who is discharged for cause 3 times within a twelve-month period or who has engaged in serious misconduct in violation of the Standard for Excellence shall be referred to the neutral member of the committee to determine the member's continued eligibility to seek referral or continue to work for signatory contractor. The neutral member of the committee shall try, within five business days, to review the qualifications of the member, the reason for the discharges or other evidence relating to violation with the Standard for Excellence.~~

~~4. The neutral member of the Committee, may, in his/her sole discretion issue a final and binding decision providing: (1) that the member obtain further training from the JATC; (2) disqualify the member for referral or continued employment for any signatory contractor for a period of two weeks or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the member to an employee assistance program, if available for evaluation, treatment, or recommended action; or (4) declare the member eligible for continued referral or employment, pursuant to the collective bargaining agreement including restoration of the member to his/her appropriate place on the referral list.~~

~~5. The committee shall have the power to establish rules concerning persons referred to the Committee, including the use of transcripts, lawyers and the like in keeping with the need to maintain an orderly and efficient process unencumbered by excessive formality and delay.~~

~~6. Nothing in the process herein shall prevent a member for filing a grievance relating to the underlying termination for cause in a timely manner after that termination occurs. The process shall also not negate any established agreed upon drug policy, including the penalties contained in that policy.~~

~~7. The costs of the Committee, including the cost of the neutral shall be borne equally by the Local Union and the Association.~~

# SUPPLEMENTAL SERVICE AGREEMENT

## ARTICLE V Classification

### of Employees

17. The mechanical helper can perform all preventive maintenance work. Preventive maintenance work is defined as such work as oiling and greasing of equipment, checking, tightening and replacing belts, changing filters, tower and coil cleaning and water treatment, general housekeeping, delivery truck driving of parts of equipment trucks and systems operation under contract with customer and indoor air quality (IAQ) related work. Where this work is done on a periodical or routine service call and first service call on new service contracts, they shall be under the **direct supervision** of a qualified journeyman. A mechanical helper is an unskilled craftsman and is only allowed to perform unskilled duties. It is understood and agreed that no employee in the mechanical helper classification is to be indentured. A mechanical helper can only be sent to an employer upon the successful completion of the Union proctored math test. A helper currently employed by a contractor is not obligated to take the test. If dismissed from that contractor, the helper may not return to employment until successful completion of the test.

## ARTICLE VIII

### Job Steward

22. All terms and conditions of Article XIX, Paragraphs 96(a) and 96(b) of the Basic Construction Agreement apply to this Article. ~~A journeyman having charge of work or acting as foreman of any job shall act as job steward and shall be held responsible for the enforcement of all laws and working rules of Local 602. However, where a job carries more than five men, the job steward will be appointed by the Business Manager of Local 602 providing, however, that such appointment be made from existing employees on the job. This will apply also to the shop. The shop steward appointed by the Business Manager will remain on the job until the crew is reduced to five men, excluding foreman, unless he does anything detrimental to the job or shop. There shall be a shop steward in each shop and on each job where warranted. The shop steward shall work on all overtime work unless impractical.~~

~~A steward shall, in addition to his work as a journeyman, be permitted to perform, during work hours such of his union duties as pertain only to that job and cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the employer agrees to allow the steward a reasonable amount of time for the performance of such duties.~~

## ARTICLE IX Hours of Work, Overtime, Holidays, Shift Work, Standby and

### Weather Day~~Standby~~

30. To qualify for paid holidays, you must work two (2) days prior to the holiday or two (2) days after the holiday. ~~you must work 40 hours of regular straight time the two weeks prior to the holiday and one week after the holiday.~~

The holiday will be paid in the payroll period in which the holiday falls. If the employee does not fulfill this obligation with regards to the ~~40 hour policy as stated in Article IX paragraph 28, the week following the paid holiday~~two day policy, the contractor ~~has the right to withdraw the paid holiday in that pay period~~does not have to pay the holiday pay.

~~During this three week period, the contractor must provide 40 hours of regular straight time each week. If the contractor lays the employee off two weeks prior to the holiday, they must pay the employee for the holiday. If an employee is hired and had previously been unemployed prior to the two weeks preceding the holiday, the contractor shall pay after the holiday, the employee for the holiday is not entitled to the holiday pay. If an employee is fired for just cause prior to the holiday, the contractor does not have to pay the employee for the holiday.~~

~~The following are the exceptions to this policy: prior notification to the employer (end of shift), death in the immediate family, disabling job injury, major illness, and scheduled vacation time within the three week period mentioned above. All disputes will be settled by the Joint Conference Board.~~

33. **Standby.** Standby beyond the regular work schedule shall not be required without compensation. This compensation is to be reviewed by the Shop Steward or one employee representative and employer representative. The signed standby compensation agreements are to be sent to the Business Manager prior to the anniversary of the Agreement.

## APPENDIX C

### JOINT CONFERENCE BOARD DECISION

In resolution of the Grievance filed by Steamfitters Local Union 602 on August 14, 2009 regarding the scheduling of the morning break by Southland Industries, Inc. on the Ft. Belvoir and Walter Reed hospital projects, to which the Mechanical Contractors Association of Metropolitan Washington, Inc. ("MCAMW") is a party, without admission of any kind by any party, the parties have resolved this Grievance under Section XII, ¶ 70 of the current Collective Bargaining Agreement ("CBA") between Local 602 and MCAMW on the following basis:

1 The parties acknowledge the current practice of Southland and those other MCAMW contractor members that allow their union employees to take the customary paid morning break in their work area near the mid-point between the start time and lunch break;

2 Southland's current practice of combining the morning break with the unpaid lunch break on the Ft. Belvoir and Walter Reed hospital projects as a result of the totality of the circumstances, including owner imposed restrictions prohibiting eating or drinking in the buildings (or only in designated areas) as well as the logistics of those particular sites, shall be continued and Local 602 agrees that, on these two projects, such practice is both reasonable and supports a legitimate business purpose;

3 In the future, should Southland, or any MCAMW contractor member who is a signatory to the current CBA with Local 602, desire to combine the morning and lunch breaks on any other projects as a result of unusual circumstances which render the normal morning break impractical or unfeasible, Southland or the MCAMW contractor member agrees to meet and confer with Local 602 in advance of implementing such a combined break. Local 602 agrees not to unreasonably withhold its consent to such a request and the parties agree that special consideration will be given to projects where owner imposed restrictions prohibiting eating or drinking are present and reasonable efforts to provide a convenient alternative, if any, for the break have been attempted. In the event Local 602 does not consent to the request to combine the breaks, Southland or any other MCAMW contractor member may proceed to implement the change and Local 602 shall have the right to pursue an appropriate Grievance under Section XII of the CBA; and

4 This agreement does not alter any rights or obligations contained in the CBA except as expressly set forth herein.

Executed and agreed to 13<sup>th</sup> day of November, 2009.

### **STANDARDS FOR EXCELLENCE**

~~The United Association Standard For Excellence is incorporated by reference and adopted by the parties to this Agreement.~~

~~1. The Productivity Committee shall consist of one member from the Local Union, one member from the Association, and a Public Member. The Public Member shall be a mutually agreed-upon neutral third party appointed by the Local Union and Association's representatives to the Committee. Either party may at any time decide that the neutral third party be removed for any reason. The Productivity Committee shall consider any complaint from the Union, any member or any signatory employer arising from or relating to the Standard of Excellence.~~

~~2. The Productivity Committee shall have the power to make a final and binding decision on any matter referred to it which shall be complied with by the Local Union, signatory employers and the Association, as the case may be, and employees covered by the collective bargaining agreement. The Committee is not authorized to add to, or subtract from, or modify any of the provisions of the collective bargaining agreement and its decision shall be in accord with the Agreement.~~

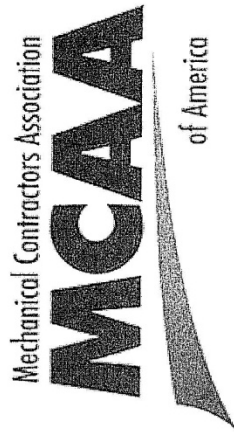
~~3. A member who is discharged for cause 3 times within a twelve-month period or who has engaged in serious misconduct in violation of the Standard for Excellence shall be referred to the neutral member of the committee to determine the member's continued eligibility to seek referral or continue to work for signatory contractor. The neutral member of the committee shall try, within five business days, to review the qualifications of the member, the reason for the discharges or other evidence relating to violation with the Standard for Excellence.~~

~~4. The neutral member of the Committee, may, in his/her sole discretion issue a final and binding decision providing: (1) that the member obtain further training from the JATC; (2) disqualify the member for referral or continued employment for any signatory contractor for a period of two weeks or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the member to an employee assistance program, if available for evaluation, treatment, or recommended action; or (4) declare the member eligible for continued referral or employment, pursuant to the collective bargaining agreement including restoration of the member to his/her appropriate place on the referral list.~~

~~5. The committee shall have the power to establish rules concerning persons referred to the Committee, including the use of transcripts, lawyers and the like in keeping with the need to maintain an orderly and efficient process unencumbered by excessive formality and delay.~~

~~6. Nothing in the process herein shall prevent a member for filing a grievance relating to the underlying termination for cause in a timely manner after that termination occurs. The process shall also not negate any established agreed-upon drug policy, including the penalties contained in that policy.~~

~~7. The costs of the Committee, including the cost of the neutral shall be borne equally by the Local Union and the Association.~~



## Industrial Relations Council

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Friday, July 30, 2010



## About the Industrial Relations Council Web Site

Welcome to the Industrial Relations Council for the Plumbing and Pipe Fitting Industry website. The Industrial Relations Council for the Plumbing and Pipefitting Industry was founded in the early 1950's. The purpose of the Council is to provide an approved and orderly process to avoid strikes/lockouts and settle grievances.

The Council was founded and supported by three sponsors. The sponsors are the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, the Union Affiliated Contractor-Plumbing, Heating and Cooling Contractors - National Association, and the Mechanical Contractors Association of America.

These organizations are committed to providing, as necessary, a vehicle for their respective members to petition the Council for assistance in settling Collective Bargaining Agreements and/or settling local grievances as submitted to the Council. Usually the Council's mandate is to provide "second tier" collective bargaining to submitting United Association Local Unions and their local Contractors/Contractors Association.

The Council is comprised of a standing Committee of 8 members who are appointed by their respective organizations. Four members (Union) are appointed by the United Association of the Plumbers and Pipe Fitting Industry of the United States and Canada. Two members (Employers) are appointed by the Union Affiliated Contractors - Plumbing Heating and Cooling Contractors - National Association. Two members (Employers) are appointed by the Mechanical Contractors Association of America.

Currently the members of the Council included the following:

- Business Manager Richard Roberts, United Association Local Union 638, New York City, NY
- Business Manager Gary Saunders, United Association Local Union 467, San Mateo, CA
- Business Manager Stuart Waters, United Association Local Union 10, Richmond, VA
- Dean Brill, United Association Local Union 162, Dayton, OH
- William Boyle, Contractor, Las Vegas, NV
- Danny Miller, Contractor, Brighton, IL
- James Murphy, Contractor, St. Louis, MO
- Robert FitzGerald, Contractor, Shreveport, LA

The Council employs a Secretary, who serves as the Administrator of the Council. It is the duty of the Secretary to keep the records of the Council and assist the parties with their submission to the Council.

Currently the Secretary of the Council is:

Scott Strawbridge  
P.O. Box 159  
Benicia, CA 94510  
Phone: 800-640-5152  
Fax: 707-751-0200  
Email: [swstraw@aol.com](mailto:swstraw@aol.com)

Express Mail/Physical Address:  
144 East G Street  
Benicia, CA 94510

Please contact Mr. Strawbridge with any questions concerning the Council, including possible submissions.

Why would United Association Local Unions and their signatory contractors/Association utilize the services of the Council?

- First, there is no charge to utilize the services of the Council, whether your submission be a continuation of negotiations or local grievance. The only cost to the parties is to attend the Hearings. The Council meets as necessary. It does not have a set meeting schedule. As submissions are received, the Council sets its meeting schedule per receipt of those submissions. The Council makes every effort to meet in cost effective and centrally located meeting venues. This is sometimes difficult if the Council has received multiple submissions from different parts of the country.
- The Council offers first hand knowledge of the Plumbing and Pipe Fitting Industry. By having Business Managers and Signatory Contractors on the Council, you are assured of representation of people who have "first hand" knowledge of the Industry. This may not be the case with other Arbitration services offered by other organizations.
- Submissions to the Council avoid local politics by either the Union or the Employer that will hinder the Collective Bargaining process.

Over the past 55 years, the Council has settled over 370 contracts and/or grievances. The council stands ready to serve the Industry.

Please continue to review our website as to the rules of the Council and the actual submission process.

Scott Strawbridge  
Secretary

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Proposed Distribution of Funds  
Suggested By: Joseph Savia, Sr.  
Business Manager/Financial Secretary Treasurer

\$.75	Pension Fund
\$.25	Apprenticeship Fund
\$.05	International Training Fund
\$.05	Medical Fund

This leaves \$.15 to be distributed.