

Steamfitters Local 602 2010 Contract Wage and Language Proposal

Wages: Year One (8/1/2010 – 7/31/2011) \$1.25-Increase to be paid retroactively from date of ratification to 8/1/2010

Year Two (8/1/2011 – 7/31/2012) \$1.50

Year Three (8/1/2012 – 7/31/2013)-To be determined with the following method

Wage and Benefit Rate Computation for 3rd Year of Contract (August 1, 2012 Increase)

Step 1

List the following trades and set forth separately the wage and fringe benefit rate of each trade for the Metropolitan Area of the District of Columbia as of July 2, 2012. The trades are as follows:

1. Bricklayers
2. Cement Masons
3. Carpenters
4. Electricians
5. Sheet Metal Workers
6. Plumbers
7. Ironworkers
8. Sprinkler Fitters
9. Elevator Constructors
10. Painters
11. Asbestos Workers
12. Laborers
13. Boiler Makers

Step 2

Select from the above list the four (4) trades with the highest total economic package (wages plus fringes) in effect or scheduled to take effect as of July 2, 2012.

Step 3

Determine the changes expressed in dollars and cents in the wages and fringe benefit rates for each of the four highest trades that occurred during the one year period (7/2/2011 to 7/2/2012) prior to the last scheduled increase that established the wage rate in effect as of July 2, 2012. Add the changes in the wage and fringe benefit rate for each of the four crafts during the one year period immediately before the last scheduled increase that established the wage and

fringe benefit rates in effect as of July 2, 2012. The totals when added together for the four (4) highest trades shall be the combined increase in the total economic package expressed in dollars and cents.

Step 4

Divide by four (4) the total of the combined wage and fringe benefit rate increases of the four (4) trades computed in step 3 to determine the wage increase for Local 602.

Step 5

The amount arrived at in step 4 shall be allotted between wages and fringes by vote of the membership of Local 602.

Step 6

The increase in the total wage and fringe package for Apprentices, Helpers, and Residential Trades will be on a pro rata basis as compared to the journeyman rate. Whatever the total wage rate for these classifications is in terms of percentage of the journeyman rate, these classifications will receive their appropriate increase.

Note, the computation set forth above shall determine increases. In no event shall the computation set forth above be used to determine a decrease in the total economic package of Local 602 for 2012.

Note also, all computations will be rounded to the next nearest whole number. A computation of \$2.786 shall be \$2.79. A computation of \$1.884 shall be \$1.88.

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 13th 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 13th 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.~~