

7/25/11

**NOTE: NFSA reserves the right to modify, withdraw, supplement and clarify this proposal in whole or in part, to add new proposals and counterproposals, and to otherwise revise any proposals and counterproposals throughout the negotiations process.**

**AGREEMENT BETWEEN  
NATIONAL FIRE SPRINKLER ASSOCIATION, INC.  
AND  
SPRINKLER FITTERS AND APPRENTICES LOCAL UNION NO. 704, DETROIT,  
MICHIGAN OF THE UNITED ASSOCIATION OF JOURNEYMEN AND  
APPRENTICES  
OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES  
AND CANADA**

**ARTICLE 1**

1. This Agreement is made this fifth day of ~~September, 2006~~ 2011 and operative the first day of ~~August, 2006~~ \_\_\_\_\_ by and between the National Fire Sprinkler Association, Inc., Patterson, New York, (~~hereinafter referred to as Party of the First Part~~) and Sprinkler Fitters and Apprentices Local Union No. 704, Detroit, Michigan (~~hereinafter referred to as Party of the Second Part~~.)

2. A list of the names of those contractor members authorizing National Fire Sprinkler Association, Inc. to negotiate and execute this Agreement on whose behalf it is negotiated and executed is attached hereto and made part of hereof.

3. **RECOGNITION:** The National Fire Sprinkler Association, Inc. for and on behalf of its contractors ~~members~~ **it represents** that have given written authorization and all other employing contractors becoming signatory hereto, recognize the Union as the sole and exclusive bargaining representative for all Journeymen Sprinkler Fitters and Apprentices in the employ of said Employers, who are engaged in all work as set forth in Article 15 of this Agreement with respect to wages, hours and other conditions of employment pursuant to Section 9(a) of the National Labor Relations Act.

**ARTICLE 2**

4. This Agreement is entered into in good faith and the subscribers hereto declare their entire willingness to fulfill all requirements contained herein, ~~their acts being done with the full knowledge, consent and authority of the Parties of the First and Second Part~~. It is hoped and believed that this Agreement properly respected will tend to remove the causes for industrial strife and bring about a better understanding between employer and employee.

5. This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, commitments, representations and undertakings. No change, modification, amendment, variation or waiver of any of the terms and conditions of this agreement, shall be valid unless executed or consented to in writing by a duly authorized representative of the Association and a duly authorized representative of the Local Union. During the term of this Agreement, contractors ~~members of the Association~~, individually or collectively, shall not have any authority to make any other agreements, verbal or written, with any agent or representative of the local union, which would change, modify, amend, vary or waive any of the terms and conditions of this Agreement.

6. Should the Union negotiate any agreement with any employer which provides more favorable employer conditions than set forth in this agreement, the Union agrees that this collective bargaining agreement shall be changed to incorporate the more favorable employer conditions should the National Fire Sprinkler Association, Inc. so desire.

### ARTICLE 3

7. TERRITORY: The territory embraced in this Agreement shall include the counties of Wayne, Oakland, Macomb, and Washtenaw *and Green Oaks, Brighton and Genoa Townships in Brighton Livingston County* in the State of Michigan.

### ARTICLE 4

8. UNION SECURITY: All present employees covered by this Agreement, shall, as a condition of employment (and to the extent, and in the manner as provided for and permitted by state and federal laws) become members of Local Union No. 704 seven (7) days' following August 1, ~~2006~~ 2011. All new employees shall, as a condition of employment, become members of Local Union No. 704 at the end of seven (7) days' employment (to the extent, and in the manner as provided for and permitted by state and federal laws). A person not a member of the United Association shall be acceptable for employment as a Journeyman when he has produced for the employer sworn affidavits of five (5) years' experience in the sprinkler industry as a helper, apprentice, and/or Journeyman on the letterhead of his previous employer or employers.

9. The five (5) year period conforms to the period of apprentice training as set forth in the Apprenticeship Standards of the sprinkler industry.

### ARTICLE 5

10. APPRENTICESHIP: ~~An~~ *The* Apprenticeship System ~~has been that was that was~~ established under an "Apprenticeship Standards for the Sprinkler Fitters Industry of Detroit and Vicinity" formulated jointly by the National Fire Sprinkler Association, Inc. and the Detroit Sprinkler Fitters Local Union No. 704, United Association, in cooperation with the Apprentice Training Service, U.S. Department of Labor ~~will be terminated~~. The Parties mutually agree ~~that they will abide by these Apprenticeship Standards~~ *that the new Apprenticeship System will be the distance education classes offered by Washtenaw Community College*. The selection of apprentices under this program shall be made from qualified applicants without regard to race, creed, color, sex or national origin

**New apprentice standards will be prepared not later than August 1, 2012 and will be made a part hereof at such time as they are approved by the appropriate government agency or agencies. The standards existing under the previous collective bargaining agreements shall apply to the extent they are in conformity with this agreement until July 31, 2012. In the event of a discrepancy between this agreement and the standards, this agreement shall prevail. If new apprentice standards are not agreed upon on or before August 1, 2012, the Local 669 apprentice standards shall apply with only such modifications as may be necessary (i.e. changing "Local 669" to "Local 704".**

During the term of this Agreement, the rates to be paid Apprentices shall be:

Effective August 1, 2006 2011 Apprentices indentured into the Apprentice Program on and after this date shall be paid the following rates:

Class 1 -	40% of the Journeyman Rate
Class 2 -	45% of the Journeyman Rate
Class 3 -	50% of the Journeyman Rate
Class 4 -	55% of the Journeyman Rate
Class 5 -	60% of the Journeyman Rate
Class 6 -	65% of the Journeyman Rate
Class 7 -	70% of the Journeyman Rate
Class 8 -	75% of the Journeyman Rate
Class 9 -	80% of the Journeyman Rate
Class 10 -	85% of the Journeyman Rate

**Rates for Class 2-9 apprentices shall be decreased by five (5) percentage points for apprentices who are not current with the requirements of the Washtenaw Community College distance education program.**

Apprentices shall not advance in class or pay rate unless current in their lessons.

It is agreed that Apprentices shall be indentured **after** the first day ninety (90) days of their they commence employment in the Industry. It is further agreed that the Employer shall pay \$2.15 ~~\$6.60~~ (including \$.45 for RESA in accordance with Article 18) per hour for all hours worked by all Apprentices into the National Automatic Sprinkler Industry Metal Trades Welfare Fund, effective August 1, 2006 2011 Any increase in contributions effective on or after August 1, 2011 shall result in a corresponding decrease in wages. There shall be no other fringe contributions paid on Apprentices during the first six (6) months.

Effective on and after August 1, 2006 2011 all new applicants to the Apprenticeship Program shall, as a condition of their being indentured and as part of their pre-employment physical, be required to be tested for drugs and alcohol.

**Provided they remain within ratio, employers shall have the right to obtain apprentices from any source at any time, regardless of unemployment, and the union shall cooperate in this regard.**

**Effective August 1, 2011 all new apprentices shall be required to obtain MUST safety modules and 30 hour OSHA certification as part of their training. Fitters shall be required to attend extended education for the MUST and 30 hour OSHA on their own time.**

*The parties shall make such revisions to the Apprentice Standards as may be necessitated by this collective bargaining agreement.*

## ARTICLE 6

11. WAGES: Effective August 1, ~~2006~~ 2011, the rate of wage to be paid under this Agreement for Journeyman Sprinkler Fitters shall be ~~Thirty Eight Dollars and Twenty Three Cents (\$38.23)~~ \_\_\_\_\_ per hour for straight time work.

~~12. — Effective August 1, 2007, there shall be an economic package increase of One Dollar and Ninety Cents (\$1.90). This economic increase is to be distributed among wages and fringes.~~

~~Effective August 1, 2008, there shall be an economic package increase of One Dollar and Ninety Five Cents (\$1.95). This economic increase is to be distributed among wages and fringes.~~

~~Effective August 1, 2009, there shall be an economic package increase of Two Dollars (\$2.00). This economic increase is to be distributed among wages and fringes.~~

~~Effective August 1, 2010, there shall be an economic package increase of Two Dollars and Five Cents (\$2.05). This economic increase is to be distributed among wages and fringes.~~

~~13. — The overtime rate for Journeyman Sprinkler Fitters shall be Seventy Six Dollars and Forty Six Cents (\$76.46) per hour, effective August 1, 2006 for all overtime hours worked at the double time rate (see Article 8).~~

~~The overtime rate for journeymen sprinkler fitters shall be Fifty Seven Dollars and Thirty Five Cents (\$57.35) per hour, effective August 1, 2006 for all overtime hours worked at the time and one half rate (see Article 8).~~

14. Effective August 1, 2006 2011, the wage of the Foreman shall be Two Dollars and Fifty Cents (\$2.50) per hour minimum more than the Fitters rate.

15. Employer shall have the right to pay by check or by direct deposit.

16. Wages shall be paid to the men on the job during working hours if not paid by direct deposit or mailed.

17. Wages shall be paid on or before 4:30 P.M. each Thursday, including all wages due up to and including the previous Friday. Wages paid by mail or direct deposit shall be considered paid at the time of mailing or direct deposit.

18. If an employee is not paid by 4:30 P.M. on Thursday, the contractor shall pay one hour's pay at the prevailing rate for each hour after 4:30 P.M. with up to a limit of eight (8) hours ~~in any twenty-four (24)~~

~~hour period. This eight hours' pay starts at 4:30 P.M. each twenty-four (24) hours. additional pay, provided notice is given to the employer in accordance with this article.~~

19. It is further understood that the employee then has the responsibility to notify the Employer concerning the late paycheck. ~~and~~ Subsequent to notification, the Employee shall be entitled to up to eight (8) hours' pay ~~for each twenty-four (24) hour period, until he receives his paycheck.~~

20. Each employee shall receive with his paycheck a pay stub setting forth the gross pay, identification of all deductions and the amounts thereof and the net amount of the paycheck.

### ARTICLE 7

21. ~~CARFARE: Between August 1, 2006 and January 31, 2007 carfare shall be on a zoning basis. The zones shall be enclosed by a circle using Detroit City Hall as the center. There shall be seven (7) zones and the total daily carfare per Employee for each zone shall be as follows:~~

<del>Zone 1 - Free</del>	<del>Zone 4 - \$4.80</del>	<del>Zone 7 - \$6.30</del>
<del>Zone 2 - \$3.70</del>	<del>Zone 5 - \$5.30</del>	
<del>Zone 3 - \$4.30</del>	<del>Zone 6 - \$5.80</del>	

22. ~~Each additional zone from Zone 2 and on shall be a 4 mile radius. For each additional zone beyond Zone 7, there shall be an allowance of Seventy Five Cents (\$.75).~~

~~Effective February 1, 2007 there shall be a flat rate of \$6.00 per day for all zones.~~

23. **PARKING:** Effective August 1, 2006 2011 the Employee shall be reimbursed up to a maximum of Ten Dollars (\$10.00) a day for parking, with a receipt when required to pay a parking fee. Parking stubs must be submitted to the employer.

24. ~~When men are requested during the working day at the request of the Employer to move from one job to another job or other jobs, they shall be reimbursed Twenty Five Cents (\$.25) per mile for the distance from job to job. Distance shall be determined "as the crow flies."~~

25. ~~This mileage reimbursement does not apply if the contractor is supplying transportation.~~

### ARTICLE 8

#### HOURS OF WORK, AND OVERTIME AND SHIFTS:

26A. Eight (8) consecutive hours shall constitute a day's work anytime during the day ~~between 7:00 A.M. and 4:30 P.M. with a half hour for excluding a half hour for lunch, Monday through Friday. on new construction. The day shift work week shall be forty hours between Monday at 7:00 A.M. and Friday at 4:30 P.M., on new construction.~~ Hours of work shall be based on the Construction Manager or the owner's hours of work or operation.

~~On any existing building, the hours between 7:00 A.M. and 3:30 P.M. Monday through Friday, excluding thirty minutes for lunch, may be worked. The employer shall notify the Union when flexible hours shall be worked.~~

~~27. — SHIFTS: Shift work may be performed at the option of the Employer. However, when shift work is performed it must continue for a period of not less than five (5) consecutive work days. Eight (8) hours of work constitutes a shift. The hourly rate for men on the second and third shifts shall be fifteen percent (15%) above the basic hourly rate. The overtime hourly rate for men on the second and third shifts shall be as outlined in Article 6 (paragraphs 13 and 14). The employer shall notify the union five (5) days in advance of the commencement of shift work. However, if it is not within the control of the contractor to give said five (5) days notice, the business manager shall be advised prior to commencement of shift work. This paragraph shall not apply to new construction except in those cases where the building trades on a particular job are working shifts.~~

~~28. — On all buildings that are occupied and the hours are not under the control of the contractor, and the hours do not fall into the category of the regular work or the shift clause can not apply, the contractors may bid the "off hours" at straight time plus 15%. Off hours are defined as any eight (8) consecutive hours excluding one half hour for lunch outside the regular working hour as defined in Article 8A starting at 12:01 A.M. Monday and ending on the fifth day after eight (8) hours of work has been completed. This paragraph shall not apply to new construction, emergency work, or if there are other building trades personnel on the same job or on Saturdays, Sundays and Holidays.~~

~~29. — It is understood that prior to the initiation of the "off hours" shift, the owner of such building (or owner's representative), or occupant shall provide a written confirmation as to the necessity that the work in the above paragraph be done during the "off hours" period and a copy of this confirmation be sent to the Local Union within 48 hours.~~

30. OVERTIME: Effective August 1, 2006 2011 all overtime, that is work outside of the established shifts shall be at the rate of time and one half for the ninth and tenth consecutive hours worked on the day shift on Monday through Friday. All overtime hours worked beyond the tenth hour Monday through Friday shall be at double time. Effective August 1, 2006 the first eight hours of work on Saturdays between 7 A.M. and 4:30 P.M. shall be at the rate of time and one half. All hours worked beyond the first eight hours on Saturdays, as well as Sundays and Holidays shall be at double time. and shall be paid after 40 hours in a work week.

Four 10 hour straight time days may be utilized anytime to achieve a 40 hour work week in holiday weeks and the week preceding and/or following a holiday when mutually agreed by Sprinkler Fitters Local 704 and at the option of the contractor.

The following days shall be considered Holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. When one of the above Holidays falls on Saturday the previous Friday shall be considered the holiday and all work on said day shall be at the double time rate. When one of the holidays falls on Sunday the following Monday shall be considered the holiday and all work performed on said day shall be at the double time rate.

31. Men shall report for work at the designated starting time and shall be paid from the time they start work.

~~32. — It should be understood that when shifts are used, a minimum of two men (two Journeymen, a Journeyman and an Apprentice) shall work on each shift. It is further understood that should an Employee work on two shifts during the course of any twenty-four (24) hour period, he would receive double time for the second shift.~~

~~33. — It is further agreed that any workman after being hired or reporting for work at the regular time and for whom no work is provided, shall receive pay for four (4) hours at the prevailing rate of wage as established in Article 6, unless he has been notified before leaving home not to report. It is also agreed that any workman after working in the morning and having started work after the lunch period and for whom no work is provided, shall receive four (4) hours' pay at the prevailing rate of wage for the afternoon. An exception shall be made when strike conditions make it impossible to put such an employee to work or any stoppage of work is occasioned thereby, or any workman leaves work of his own accord.~~

~~34. — Any Employee injured on the job, requiring a doctor's care and submitting a medical report to verify his inability to return to work that day, shall be paid a full day's wage for the day of injury.~~

~~35. — When an employee, unable to work, due to a job injury is given doctor's permission to return to work he shall return to the Employer where said injury occurred. In the event said Employer has no work available and no other Employer signatory to this Agreement has a call for men at the local union office, then the Employee shall be given a lay off slip by the Employer where the injury occurred.~~

~~36. — It is mutually agreed that overtime is not in the best interest of the Parties to this Agreement, therefore, there shall be established a Joint Overtime Committee of six, 3 appointed by the Union and 3 appointed by the N.F.S.A. who shall meet, review and act upon all Contractor requests for overtime when there is unemployment in the area.~~

~~37. — It is the objective that only emergency overtime is allowed. Emergency overtime shall be defined as "only that overtime necessary to restore an existing system to service." Each Contractor shall notify in writing the Chairman and Secretary of the Overtime Committee within 48 hours of all emergency overtime that he has worked.~~

~~38. — Should the Committee be dissatisfied with the Contractor relative to the emergency overtime, the Contractor shall be required to appear before the Committee for an explanation and a discussion by the Committee.~~

~~39. — All other requests for overtime must be submitted in writing to the Secretary and Chairman of the Overtime Committee by the Contractor and this overtime cannot be worked until approved by the Committee in writing.~~

~~40. — A monthly report of overtime worked shall be forwarded to the Chairman and Secretary of the Overtime Committee when the industry is at full employment.~~

## ARTICLE 9

41. SUPERINTENDENTS: Inasmuch as the Superintendent is the agent of the Employer, the Employer may select anyone he sees fit to act as Superintendent.

#### ARTICLE 10

42. PRODUCTION OF LABOR: It is agreed that a fair day's work will be performed at all times and that the highest possible standard of work will be maintained. There shall be no limitation of the amount of work to be performed. No fitter or apprentice working for an Employer shall work overtime for another Employer. There shall be no restriction as to the use of machinery, tools and equipment. Any such tools, machinery and equipment specifically disapproved as unsafe by the ~~Detroit Building Trades Council~~ OSHA Safety Standards shall not be used. *The use of mobile electronic devices, including mobile tracking devices, may be used at the employer's discretion for disciplinary purposes.*

43. There shall be no restriction as to the use of materials. There shall be no restriction as to the manner in which work shall be done. Employers are at liberty to discharge whomever they desire for just cause, but when Employees are discharged, they shall be paid in full.

44. Each Employee shall receive a lay-off or discharge slip from the contractor with his final check, with information included on same as to reason of termination. Each employee shall be given a full day's pay for the hours worked in that pay period on the day of layoff.

#### ARTICLE 11

45. The Employer shall retain all rights, powers and authority he had prior to entering into this Agreement, including but not limited to, the sole right to manage his business and direct his work force, and to man his jobs; to determine the number of men to be employed, when they will be employed and how they will be employed; to judge the satisfactory performance of work by a workman; to select and utilize any type of material and safe equipment on or off the jobsite; to maintain order and efficiency on the jobsite including the right to hire, assign, transfer and direct his workmen and determine their qualifications; to select and appoint supervision; to determine whether or not a Foreman will be a working or non-working Foreman; and to determine the starting and quitting time and the number of hours to be worked. The exercise of the foregoing powers and rights shall be limited only by the express and specific terms of this Agreement.

46. The Employer shall not subcontract any work covered by this Agreement unless subcontractor is signatory to an Agreement with Local 704.

47. The Union shall provide men for all jobs of the Employer's which come within the jurisdiction of the union. There shall be no limitation imposed by the Union upon the amount of work any Employee may perform.

48. ~~On large jobs, the Employer will be notified by the Local Union Office in writing as to which one of the employees on the job is designated as the steward. The Local Union Office shall be advised as to the transfer or lay-off of said steward by the Employer 24 hours prior to said action. No steward shall be transferred for the purpose of termination.~~

## ARTICLE 12

49. MATERIALS AND EQUIPMENT AND FABRICATION: The Union shall accept all materials and equipment as delivered by or for the Employer and the ~~unloading, handling and~~ installing of such material and equipment shall be performed by Employees covered by this Collective Bargaining Agreement.

50. ~~All work required for the assembling and fabrication of welded pipe formations shall be performed either on the jobsite or off the jobsite by Local 704 Journeymen and Apprentices receiving the rates in this Agreement.~~

51. ~~At the option of the Employer the work described above may be placed in a pipe fabrication shop performed by U.A. Building Trades Journeymen or Apprentices at the Sprinkler Fitter Journeyman and/or Apprentice rates established in the area in which the shop is located. The Union shall accept and install all welded pipe formations fabricated in accordance with the U.A. Label Agreement.~~

52. ~~The welding provisions above also apply to CO 2 and fire extinguisher systems.~~

53. ~~All brazing or soldering of copper pipe done in the sprinkler industry shall be fabricated and assembled by Journeymen and Apprentices on the jobsite.~~

54. MAKING ON FITTINGS: It is understood and agreed that the Party of the First Part ~~employer~~ shall have the right to make-on only one (1) screwed fitting on threaded pipe or one (1) glued fitting on plastic permanently tight in the factory for shipment to any job within the territory of the Local Union and that the Employees covered by this Agreement shall install this material without objection or interruption.

54A. ~~All mechanical fittings, saddles, couplings or devices shall be installed on the jobsite by UA Building Trades journeymen and/or apprentices of Sprinkler Fitters Local 704.~~

55. ~~The foregoing shall, however, not apply to spool pieces, feed main nipples and risers, and pipe fittings that must be hot dipped.~~

## ARTICLE 13

56. Tools will be furnished the Employees. At the close of each day, Employees shall see that each tool is put in its proper place and that the chests and lockers are left in a place as safe from theft and injury as possible. No Employee shall be allowed to carry tools or materials belonging to the contractor in his automobile except for small hand tools.

57. ~~Where facilities are not available the Contractor shall provide an adequate shelter for his Employees to change clothes and eat lunch.~~ *The Employer may adopt and enforce reasonable written rules with respect to the retention and care of tools. As part of these rules, the Employer may require that all tools, which are lost or unaccounted for, must be replaced by the employee. The employee shall abide by reasonable Employer rules providing for the care of tools and equipment.*

58. Safety equipment as provided by the Contractor is to be used by the Employee on all job sites.

All fines paid by the employer due to the employee not using safety equipment correctly may be deducted from the employee's pay.

#### ARTICLE 14

59. The Employer shall determine the number of men for each job. ~~with the understanding that at least 2 men shall be used on all jobs. However, under certain conditions it is recognized that 1 fitter may be sent to do small jobbing work in accordance with all Federal and State Safety Laws.~~

~~Should a question arise as to what constitutes a one man job or proper manning of underground, it is agreed that the Business Manager of Local 704 and one Contractor member from the Negotiating Committee shall discuss the situation towards a mutual resolution.~~

The ratio of journeymen to apprentices shall be 1 journeyman to 1 apprentice, company-wide regardless of unemployment.

60. When the Union is unable to furnish Sprinkler Fitters who are members of Local 704, the Contractor may obtain U.A. Sprinkler Fitters and/or U.A. Building Tradesmen from any source available to the Contractor, and lastly, any other manpower that might be available, including the hiring of apprentices regardless of ratio and unemployment.

61. The rates provided in this Agreement and contributions shall be made on such Employees to the various fringe benefit funds as provided in this Agreement.

~~62. — In the interest of maintaining and preserving employment in the area in which the work is being performed, when an Employer lays off on a job Local Employees shall be the last laid off.~~

#### ARTICLE 15

63. JURISDICTION OF WORK: The work of the sprinkler fitter and/or apprentice shall consist of the installation and maintenance of all fire protection and fire control systems including ~~the unloading, handling by hand,~~ power equipment and installation of all piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes and hose connections to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems, also all tanks and pumps connected thereto, also included shall be CO-2 and Halon, Dry Chemical Systems, Foam Systems, Tri-Water Systems and all other fire protection systems, but excluding steam fire protection systems.

#### ARTICLE 16

64. The parties to this Agreement acknowledge that they are subject to state and federal law and municipal ordinances regarding equal opportunity and fair employment and, therefore, will jointly take the necessary steps to comply with these laws and ordinances to assure, within the scope of this Agreement, compliance with equal opportunity and fair employment practice laws and ordinances. ~~and that~~ The employment, referral or selection of all employees shall be on the basis of qualification without regard to race, color, sex, age, religion, national origin and ancestry.

*Wherever the masculine gender is used in this Agreement, it shall be deemed to include the feminine gender.*

### ARTICLE 17

65. GRIEVANCE PROCEDURE AND ARBITRATION: During the term of this Agreement there shall be no strikes, lock-outs, slow-downs or work stoppages.

66. All disputes and grievances by Employees and Employers relative to the interpretation or application of this Agreement shall be processed in the following manner:

1. If an employee has a grievance relative to the interpretation or application of this Agreement he shall advise the Business Agent of the Local Union.

2. The Business Agent shall contact the Employer within two working days and attempt to resolve said grievance. If he fails to resolve the grievance, the Business Agent shall:

3. Reduce the grievance to writing, setting forth the exact date of the alleged grievance, the nature of the grievance and the Article of the Agreement which has been violated and submit this to the National Fire Sprinkler Association, Inc. by registered or certified mail requesting a meeting.

Within four working days of the receipt of said notice, the National Fire Sprinkler Association, Inc. shall ~~meet~~ confer with representatives of the Local Union and the Employer involved to resolve said grievance.

4. If the Union and the National Fire Sprinkler Association, Inc. fail to resolve the grievance, they shall immediately submit the grievance to final and binding arbitration as follows:

The Union and the National Fire Sprinkler Association, Inc. shall request from the American Arbitration Association a list of five names from which the Parties will select an arbitrator.

The Parties shall attempt, by mutual agreement, to select one of the five names submitted by the American Arbitration Association. If they are unable to reach an agreement, the five names shall be placed in a hat and one name drawn, said name shall be the Chairman of the Board of Arbitration composed of one representative from the Union and one representative from the National Fire Sprinkler Association, Inc.

The majority decision of this Board of Arbitration of three shall be final and binding upon the Parties.

The Board of Arbitration must confine itself to the interpretation and application of the Agreement and has no power to alter, change or amend said agreement.

67. If the Employer or the Association has a grievance relative to the interpretation or application of this Agreement, the grievance shall be submitted to the Union in writing by registered or certified mail setting forth the exact date of the grievance, the nature of the grievance and the Article of the Agreement which has been violated.
68. The Union shall ~~meet~~ *confer* with the Employer within two working days of receipt of the grievance to discuss said grievance.
69. If the Parties fail to resolve the grievance the Union and the National Fire Sprinkler Association, Inc. with the Employer present, shall meet within four days of notice that the Parties did not resolve the grievance.
70. If the Union and the National Fire Sprinkler Association, Inc. fail to resolve the grievance it shall be submitted to final and binding arbitration as set forth herein.
71. ~~Expense of arbitration shall be shared equally by The Union and the contractor~~ *shall bear the expense of their own witnesses and legal fees. The fees and expenses of the chairman of the Board of Arbitration shall be borne by the loser.*
72. All grievances to be considered must be submitted within ten (10) days of the occurrence of the alleged grievance.
73. Exceptions may be made to the above procedure and the Union will be free to strike under the following conditions:
1. Non-payment of wages or fringe contributions.
  2. ~~Employees covered by this contract shall not be required to cross a legally established picket line unless a second gate is established as per Federal law.~~
74. LATE FILING CLAUSE: It is agreed that in the event the Employer is delinquent at the end of the period in the payment of his contribution to the Health and Welfare, the Pension Fund, or other Funds created under this Agreement, in accordance with the rules and regulations of the Trustees of each Fund, ~~the employees and/or their representatives shall have the right to take action that may be necessary until~~ *the union shall remove the employees from the Employer, in accordance with Article 25 of this Agreement.* such delinquent payments are made; provided however, that such action is subsequent to the Employer receiving notice in writing from the Welfare, Pension and/or Educational Trust Fund Administrator that said contractor is delinquent and it is further agreed that in the event such action is taken, the Employer shall be responsible for any loss incurred by the employees resulting therefrom.

## ARTICLE 18

75. HEALTH AND WELFARE: It is mutually agreed that a Health and Welfare Fund has been established on a National Automatic Sprinkler Industry basis for those Employees who are covered by this Collective Bargaining Agreement.

76. For the purpose of the support, maintenance and administration of the Fund, effective August 1, 2006-2011 each contractor shall pay to the Fund ~~Six Dollars and Sixty Cents (\$6.60)~~ **Seven Dollars and Fifty Cents (\$7.50)** per hour for all hours worked by all employees who come under the jurisdiction of this Collective Bargaining Agreement unless otherwise provided for in this Agreement. ~~This amount shall include \$6.15 for Level 1 NASI Health and Welfare Benefits and \$.45 per hour for RESA.~~ **The employer shall not be responsible for any expense or cost beyond this hourly contribution as set forth herein.**

Employers party to this Agreement shall submit contributions to the Welfare, Pension, Apprenticeship, and **Industry Promotion** ~~Supplemental Unemployment Benefits Funds~~ on or before the 15th day of the month following the calendar month in which the hours were worked.

77. Sprinkler Fitters Local 704 reserves the right to withdraw its participation in the National Automatic Sprinkler Industry Health and Welfare Fund **with the consent of NFSA**. Should Local 704 elect to withdraw its **from such** participation, contributions to the Health and Welfare Fund shall be terminated and shall be allocated to wages **such other tax deductible fund as the parties may determine.**

#### **ARTICLE 19**

78. **PENSION:** It is mutually agreed that a Pension Fund has been established on a National Automatic Sprinkler Industry basis for those Employees covered by this collective bargaining agreement.

79. For the purpose of the support, maintenance and administration of this Pension Fund, each contractor who is Party to this Agreement, shall contribute to the National Automatic Sprinkler Industry Pension Fund for each hour worked by all employees covered by this Collective Bargaining Agreement effective August 1, 2006-2011, ~~Two Dollars and Eighty Five Cents (\$2.85)~~ **Five Dollars and Twenty Cents (\$5.20)** per hour for each hour worked.

**The employer shall not be responsible for any expense or cost beyond this hourly contribution as set forth herein.**

80. Employers party to this Agreement shall submit contributions to the Welfare, Pension, Apprenticeship, and ~~Supplemental Unemployment Benefits~~ **Industry Promotion** Funds on or before the 15<sup>th</sup> day of the month following the calendar month in which the hours were worked.

#### **ARTICLE 20**

81. **UNIFORMITY OF FRINGE CONTRIBUTIONS:** Whereas this Agreement provides for contributions to the National Automatic Sprinkler Industry Welfare and Pension Funds by contractors party to this Agreement, and Whereas the Trustees of these Funds require uniform contributions to these Funds, therefore, the Welfare and Pension contributions as set forth in this Agreement shall be adjusted ~~the 1st of January of each year~~ **if necessary** so that the contributions required in this Agreement shall be uniform and identical with the hourly contribution as required by the Trust Board. **In no case, however, shall employers be required to contribute more than the amounts set forth in this agreement.**

## ARTICLE 21

82. ASSENT OF HEALTH AND WELFARE AND PENSION: In consideration of benefits to be derived and other good and valuable considerations, Sprinkler Fitters Local Union No. 704, Detroit, Michigan, although not a Party to the Local 669 Agreement, does hereby join in and does subscribe to the Declarations of Trust of the National Automatic Sprinkler Industry Welfare Fund and the National Automatic Sprinkler Pension Fund made between the National Fire Sprinkler Association, Inc. and Local Union 669, and agrees to be bound by any amendments thereto, and the Employers to this Agreement with Sprinkler Fitters Local Union No. 704, Detroit, Michigan, agree to make contributions in the amounts as set forth in this Agreement to the Trustees as provided by the Trust Agreements between the National Fire Sprinkler Association, Inc. and Local Union 669, and further, the Parties hereto authorize said Parties of the 669 Agreement to name Trustees and successor Trustees to administer said Welfare and Pension Fund and hereby ratifies and accepts such Trustees ~~and~~ in the terms and conditions of said Trusts as fully and completely as if made by the undersigned.

## ARTICLE 22

83. NATIONAL AUTOMATIC SPRINKLER INDUSTRY APPRENTICE AND TRAINING FUND: It shall be the duty of the Trustees of this Fund to collect contributions from the Employers who are a Party to this Agreement and to disburse from this Fund monies, less the expenses of collection and administration, for expenses incurred by the Joint Apprentice Committee in the territory embraced by this Agreement in carrying out the functions of the Apprentice Program,

84. In consideration of benefits to be derived the Union and Employers Party to this Agreement, do hereby join in and subscribe to the Declaration of Trust dated as of May 23, 1966 of the "National Automatic Sprinkler Industry Apprentice and Training Fund" and agree to be bound by amendments thereto and the Employers to the Agreement agree to make contributions as set forth in the Agreement to the Trustees, and, further, the Parties to this Agreement authorize the Parties of the "National Automatic Sprinkler Industry Apprentice and Training Fund" to name Trustees and successor Trustees, hereby ratifies and accepts such Trustees and the terms and conditions of said Trust as fully and completely as if made by the undersigned.

85. In order to carry out the functions of the Apprentice Program, each contractor who is a Party to this Agreement shall pay to the "National Automatic Sprinkler Industry Apprentice and Training Fund" ~~Twenty-Nine Cents (\$.29)~~ Thirty-Five Cents (\$.35) per hour effective August 1, 2006 ~~2011~~ for all hours worked by all Employees whose wages are covered by this Collective Bargaining Agreement.

Local 704 and NFSA shall determine if an adjustment would be appropriate in view of anticipated savings resulting from the use of Washtenaw Community College. If they do not agree, the contribution amount shall be Twenty Cents (\$.20) per hour effective February 1, 2012.

86. Employers party to this Agreement shall submit contributions to the Welfare, Pension, Apprenticeship, and ~~Supplemental Unemployment Benefits~~ Industry Promotion funds on or before the 15th day of the month following the calendar month in which the hours were worked.

## ARTICLE 23

~~87. — SUPPLEMENTAL UNEMPLOYMENT BENEFITS: For the purpose of the support, maintenance and administration of the fund each contractor who is a party to this Agreement shall contribute to the Detroit Supplemental Unemployment Benefit fund Twenty Five Cents (\$.25) per hour for each hour worked by all employees covered by this Collective Bargaining Agreement, effective August 1, 2006.~~

~~88. — In the event that the total assets of this Fund should decline to a figure as determined by the Trustees of said Fund, an automatic payroll deduction of Ten Cents (\$.10) per hour shall be taken from the wage rate and added to the contribution rate provided in the above paragraph effective immediately. When the total assets of this Fund reach a figure as determined by the Trustees of said Fund, such additional payroll deduction shall be immediately rescinded and the contribution rate of this Fund shall revert to the amount provided above.~~

~~89. — In consideration of benefits to be derived the Union and Employers, Party to this Agreement, do hereby join in and subscribe to the Declaration of Trust dated as of August 1, 1969 of the "Detroit Supplemental Unemployment Trust Fund" and agree to be bound by amendments thereto and the Employers to the Agreement agree to make contributions as set forth in the Agreement to the Trustees, and further, the Parties to this Agreement authorize the Parties of the "Detroit Supplemental Unemployment Trust Fund" to name Trustees and successor Trustees, hereby ratifies and accepts such Trustees and the terms and conditions of said Trust as fully and completely as if made by the undersigned.~~

~~90. — An Owner/Employee will not be eligible to receive any benefits under the S.U.B. Plan unless during all periods of his employment, with such Employer that qualifies him as an Owner/Employee, the Employer has filed reports and contributions on behalf of that Owner/Employee based upon not less than 160 hours for each calendar month during any part of which the Owner/Employee was employed in any capacity by that Employer.~~

~~91. — Employers party to this Agreement shall submit contributions to the Welfare, Pension, Apprenticeship, and Supplemental Unemployment Benefits Fund on or before the 15<sup>th</sup> day of the month following the calendar month in which the hours were worked.~~

## ARTICLE 24

92. INDUSTRY FUND: Effective August 1, 2006 2011 employers shall pay to the National Fire sprinkler Industry Promotion Fund a sum of money equal to ten cents (\$.10) fifty cents (\$.50) per hour for each hour worked by each employee subject to this agreement. It is understood that ~~Three Cents (\$.03)~~ Twenty Five Cents (\$.25) of the contribution rate shall be segregated and administered separately to be used for the purposes of contract administration and ~~the remaining Four Cents (\$.04)~~ shall be used for National Programs and ~~Three Cents (\$.03)~~ that Twenty Five Cents (\$.25) shall be used for Local Programs.

93. Employers agree to become a party to the Agreement and Declaration of Trust establishing the National Fire Sprinkler Industry Promotion Fund. It is understood and agreed that the fund and program of benefits at all times through the life of this agreement shall be such as to qualify for approval by the

Internal Revenue Bureau Service of the United States Treasury Department and other appropriate government agencies, if necessary, to permit all employers an income tax deduction for contributions paid.

**Employers party to this Agreement shall submit contributions to the Welfare, Pension, Apprenticeship, and Industry Promotion Funds on or before the 15<sup>th</sup> day of the month following the calendar month in which the hours were worked.**

## ARTICLE 25

~~94. — SURETY BOND: The Union and each Employer Agreement by executing this Agreement do hereby adopt and subscribe to and agree to be bound by the terms of a certain Agreement and Declaration of Trust dated December 10, 1986 entered into by the Union and National Fire Sprinkler Association, Inc. pursuant to which a Security Deposit Account has been established for the purpose of providing security for payment by Employer's of wages, and fringe benefit contributions such as vacation, holiday, health, welfare and pension funds, overtime pay, car fare, and liquidated damages which shall become payable by such Employers pursuant to the terms of this Agreement.~~

**Effective August 1, 2011 each Employer who is a party to this Agreement shall furnish to Local 704 a cash or surety bond with a U.S. Treasury Listed Bonding Company for One Hundred Thousand dollars (\$100,000.00), to cover wages and fringes. A copy of the face sheet of the bond shall be forwarded to Sprinkler Fitters Local Union 704, the National Automatic Sprinkler Industry Health and Welfare Fund and the National Fire Sprinkler Association by the employer. The bond will be made out jointly to Sprinkler Fitters Local 704 and the Fund Office. The bond shall expressly guarantee Wages, Health, and Welfare, Pension, SIS Fund, Apprentice Fund, Industry Promotion Fund, Liquidated Damages and Attorney Fees. The bond shall be applied in the order listed.**

**Each month the union shall provide NFSA with a list of all employers noting which have and which have not posted and maintained such bond.**

~~95. — Effective August 1, 2006, each Employer who is a party to this Agreement shall deposit with the Trustees of the Security Deposit Account a surety bond or cash bond in an amount of \$20,000.00 to be held, administered and disposed of by the Trustees of the Security Deposit Account in accordance with the terms of said Agreement and Declaration of Trust. Effective thirty (30) days after the execution date of this Agreement, the amount of such bond shall be increased to \$100,000.00. The Trustees of the Security Deposit Account will forward to Local Union 704 and the National Fire Sprinkler Association a copy of the Surety Bond face sheet in accordance with the terms of this Article.~~

~~96. — The Union and the Employers agree that said Security Deposit Account shall at all times be maintained in accordance with the written Trust Agreement referred to in Section 105 as the same may be amended from time to time by the Trustees thereof; that the Security Deposit Account shall be administered by a Board of Trustees pursuant to said Trust Agreement one half of whom shall be appointed by the Union and one half of whom shall be appointed by the National Fire Sprinkler Association, Inc. The Union and said Association shall select successor Trustees or alternate Trustees as vacancies occur. Decisions of the Trustees shall be by majority vote provided that the number of votes cast by Employer Trustees and Union Trustees shall be equal in number. In the event of a deadlock between the Trustees, the Trustees shall endeavor to select an impartial umpire to break such deadlock and if the Trustees are unable to agree on an~~

~~impartial umpire, on petition of either side, an impartial umpire can be appointed by the United States District Court for the Eastern District of Michigan Southern Division. The trust fund shall be subject to an annual audit.~~

97. ~~All bonds required under this article shall be paid to or delivered to the Trustees of the Security Deposit Account within two weeks (14 days) after the effective date of this Agreement. If an Employer should fail to post a bond as required by this Article and or is delinquent in the payment of any contributions to any of the employee benefit funds under this Agreement for a period of thirty (30) days after the required reporting and payment date, then the Union shall remove the employees from the employer.~~

### ARTICLE 26

98. PAYROLL DEDUCTION AUTHORIZATION: The Employer agrees that upon receiving individual written authorization from the Employees, he shall deduct from the Employee's Net Wages Three Cents (\$.03) per hour for each man hour worked effective August 1, 2006 2011. The Employer also agrees that he shall deduct from the Employee's "Net Wages" One Dollar and Ninety One Cents (\$1.91) per hour for each man hour earned effective August 1, 2006 2011.

The amounts so deducted from the net wages of each man hour worked shall be distributed as follows: Craft Protection Fund \$.03. The amounts so deducted from the net wages of each man hour earned shall be distributed as follows: Union Assessment \$1.59, Building Fund ~~\$.08~~ \$.18, S & E Fund \$.04, and \$.02 for Retiree Holiday, P.A.C. \$.03 and Organizing Fund \$.15.

99. "Net Wages" shall be defined as the gross wages less all deductions (as an example, but not limited to, federal, state and other taxes, group insurance, bond deductions, and so forth).

100. ~~The Employer shall make out a check payable to the Comerica Bank. Such deductions shall be computed and deducted weekly and remitted to the Business Agent of Local 704 monthly, not later than the 15<sup>th</sup> day of each month following the month in which the wages were paid.~~

#### 101. AUTHORIZATION FOR INDIVIDUAL PAYROLL DEDUCTION SPRINKLER FITTERS LOCAL UNION

To: Any and all Employers signatory to a Collective Bargaining Agreement with Local Union 704.

I, the undersigned, do hereby authorize my Employer to withhold from my payroll Three Cents (\$.03) per hour for each hour worked, which will be forwarded to ~~Comerica Bank~~ Local 704. I also authorize my Employer to withhold from my payroll One Dollar and Ninety One Cents (\$1.91) per hour for each hour earned, which will be forwarded to ~~Comerica Bank~~ Local 704.

This authorization is made pursuant to the provisions of Section 302 (c) of the Labor Management Relations Act of 1947 and otherwise shall be effective August 1, 2006 2011 or the date of execution, whichever is later.

(DATE) \_\_\_\_\_

(SIGNATURE) \_\_\_\_\_  
 (LOCAL) \_\_\_\_\_  
 (U.A. CARD NUMBER) \_\_\_\_\_

(SOCIAL SECURITY NUMBER) \_\_\_\_\_  
 (NAME) \_\_\_\_\_  
 (ADDRESS) \_\_\_\_\_  
 (CITY STATE) \_\_\_\_\_

102. The Union agrees to save and hold the Employer and the National Fire Sprinkler Association, Inc. harmless from any action, claim loss, damage, or the like, including all attorney's fees arising from or in any way connected with any deductions made pursuant to this paragraph article.

**ARTICLE 27**

~~103. SUPPLEMENTAL PENSION **DEFINED CONTRIBUTION PENSION FUND**: It is mutually agreed that an Automatic Sprinkler Industry Supplemental Fitters and Apprentices Local 704 Defined Contribution Pension Fund is hereby established for those employees whose wages are covered by this collective bargaining agreement.~~

~~104. For the purpose of the support, maintenance and administration of the fund, each contractor who is a party to this agreement shall pay to the fund Five Dollars and Seventy Five Cents (~~\$5.75~~) **Three Dollars \$3.00** per hour for all hours worked by all employees covered by this Collective Bargaining Agreement effective on and after August, 1, 2006 **2011**.~~

~~105. The employer shall not be responsible for any expense or cost beyond this hourly contribution as set forth herein.~~

~~106. This fund is created under an Agreement and Declaration of Trust by and between National Fire Sprinkler Association, Inc. and Sprinkler Fitters and Apprentices Local Unions No. 709, Los Angeles, California, No. 483, San Francisco, California, and No. 699, Seattle, Washington. There shall be an equal number of Association and Union Trustees, appointed by the respective parties to this Agreement. It shall be the duty of the trustees to administer the Agreement and Declaration of Trust in accordance with Federal and State Laws and to take all necessary steps to carry out the legal operation of the fund.~~

~~107. The Employers bound by this Agreement do hereby join in and subscribe to the Agreement and Declaration of Trust of the West Coast Automatic Sprinkler Industry Supplemental **Sprinkler Fitters and Apprentices Local 704** Defined Contribution Pension Fund and agree to be bound by any amendments thereto.~~

~~107 B. Sprinkler Fitters Local 704 reserves the right to withdraw its participation in the Automatic Sprinkler Industry Supplemental Defined Contribution Pension Fund. Should Local 704 elect to withdraw its participation, contributions to the Supplemental Defined Contribution Fund shall be terminated and shall be allocated to a similar type or form of Supplemental Pension Fund.~~

### ARTICLE 28

108. This Agreement shall be from August 1, ~~2006 to July 31, 2011~~ to March 1.

### ARTICLE 29

109. SAVINGS CLAUSE: In accordance with the intent and agreement of the parties, the provisions of this Collective Bargaining Agreement shall be interpreted and construed in a manner which is consistent with all applicable Federal and State laws. In the event, however, that any article or provision to this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, or judicial, ~~or administrative~~ branch of the Federal or any State government, the Employer and the Union shall suspend the operation of such article or provision during the period of its invalidity and shall substitute, by mutual consent in its place and stead, an article or provision which will meet the objections to its validity and which will be in accord with the intent and purposes of the article or provision in question.

110. If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law or by any of the above mentioned ~~tribunals~~ authorities of competent jurisdiction, the remainder of this Agreement or the application of such article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative and unenforceable shall not be affected thereby.

### ARTICLE 30

111. PROVISIONS FOR RENEWAL OF AGREEMENT: This Agreement shall remain in full force ~~and effect until the first day of August, 2011~~ March 1, and thereafter shall renew itself from year to year unless either party hereto shall notify the other party, in writing, at least (60) days prior to any anniversary date of this Agreement of its desire to change the Agreement in any way or to terminate the Agreement. Such written notice shall be sent by registered or certified mail to the other party. In the event of notice by either party to change and/or terminate this Agreement, and no agreement on such changes and/or termination is reached prior to ~~August 1, 2011~~ March 1, this Agreement shall be deemed to have terminated on ~~July 31, 2011~~ April 30,.

### ARTICLE 31

112. UNITED ASSOCIATION INTERNATIONAL TRAINING FUND: In order to carry out the functions of the International Training Fund, each contractor who is party to this Agreement shall deduct from employees' wages and forward to the NASI Fund Office Five Cents (\$.05) per hour for all hours worked by all Journeymen and Apprentices whose wages are covered by this Collective Bargaining Agreement, effective April 1, ~~2006~~ 2011. NASI will forward these contributions to the United Association International Training Fund.

day of , ~~2006~~ 2011

**ARTICLE 32**

**RUSTY FITTER CLAUSE - If a Sprinkler fitters and/or Apprentice has been out of work for any reason longer than 2 years his base pay will be reduced by 20% for a duration of half the time he or she has been out of work.**

**ARTICLE 33**

**STANDARD FOR EXCELLENCE AND OTHER ADDENDA - The U.A. Standard for Excellence attached hereto in Addendum A and any other addenda and Letters of Understanding attached hereto are made a part hereof.**

*Dated this      day of      ,2011*

**NATIONAL FIRE SPRINKLER ASSOCIATION, INC.**

**SPRINKLER FITTERS AND APPRENTICES LOCAL UNION NO. 704  
DETROIT, MICHIGAN**

ADDENDUM A  
to the  
AGREEMENT BETWEEN  
NATIONAL FIRE SPRINKLER ASSOCIATION, INC.  
and  
SPRINKER FITTERS AND APPRENTICES LOCAL UNION NO. 704 DETROIT, MICHIGAN  
OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING  
AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA

**MEMBER AND LOCAL UNION RESPONSIBILITIES:**

**To ensure the UA Standard for Excellence platform meets and maintains its goals, the Local Union Business Manager, in partnership with his implementation team, including shop stewards and the local membership, shall ensure all members:**

- **Meet their responsibilities to the employer and their fellow workers by arriving on the job ready to work, every day on time (Absenteeism and tardiness will not be tolerated.)**
- **Adhere to the contractual starting and quitting times, including lunch and break periods (Personal cell phones will not be used during the workday with the exception of lunch and break periods.)**
- **Meet their responsibility as highly skilled craftworkers by providing the required tools and stipulated under the local Collective Bargaining Agreement while respecting those tools and equipment supplied by the employer.**
- **Use and promote the local union and international training and certification systems to the membership so they may continue on the road of lifelong learning, thus ensuring UA craftworkers are the most highly trained and sought after workers.**
- **Meet their responsibility to be fit for duty, ensuring a zero tolerance policy for substance abuse is strictly met.**
- **Be productive and keep inactive time to a minimum.**
- **Meet their contractual responsibility to eliminate disruptions on the job and safely work towards the on- time completion of the project in an auspicious manner.**
- **Respect the customers' property (Waste and property destruction, such as graffiti, will not be tolerated.)**
- **Respect the UA, the customer, client and contractor by dressing in a manner appropriate for our highly skilled and professional craft (Offensive words and symbols on clothing and buttons are not acceptable.)**
- **Respect and obey employer and customer rules and policies.**

- Follow safe, reasonable and legitimate management directives.

### **EMPLOYER AND MANAGEMENT RESPONSIBILITIES:**

**MCAA/MSCA, PFI, MCPWB, PCA, UAC and NFSA and their signatory contractors have the responsibility to manage their jobs effectively, and as such have the following responsibilities under the UA Standard for Excellence.**

- Replace and return to the referral hall ineffective superintendents, general foremen, foremen, journey works and apprentices.
- Provide worker recognition for a job well done.
- Ensure that all necessary tools and equipment are readily available to employees.
- Minimize workers' downtime by ensuring blueprints, specifications, job layout instructions and material are readily available in a timely manner.
- Provide proper storage for contractor and employee tools.
- Provide the necessary leadership and problem-solving skills to jobsite Supervision.
- Ensure jobsite leadership takes the necessary ownership of mistakes created by management decisions.
- Encourage employees, but if necessary, be fair and consistent with discipline.
- Create and maintain a safe work environment by providing site specific training, proper equipment and following occupational health and safety guidelines.
- Promote and support continued education and training for employees while encouraging career building skills.
- Employ an adequate number of properly trained employees to efficiently perform the work in a safe manner, while limiting the number of employees to the work at hand, thereby providing the customer with a key performance indicator of the value of the UA Standard for Excellence.
- Treat all employees in a respectful and dignified manner, acknowledging their contributions to a successful project.
- Cooperate and communicate with the Job Steward.

### **PROBLEM RESOLUTION THROUGH THE UA STANDARD FOR EXCELLENCE POLICY:**

**Under the UA Standard for Excellence it is understood, that members through the local union, and management through the signatory contractors, have duties and are accountable in achieving successful resolutions.**

**MEMBER AND LOCAL UNION RESPONSIBILITIES:**

- The Local Union and the Steward will work with members to correct and solve problems related to job performance.
- Job Stewards shall be provided with steward training and receive specialized training with regard to the UA Standard for Excellence.
- Regular meetings will be held where the Job Steward along with UA Supervision will communicate with the management team regarding job progress, work schedules, and other issues affecting work processes.
- The Job Steward shall communicate with the members about issues affecting work progress.
- The Business Manager or his delegate will conduct regularly scheduled meetings to discuss and resolve issues affecting compliance of the UA Standard for Excellence policy.
- The Steward and management will attempt to correct such problems with individual members in the workplace.
- Individual members not complying with membership responsibility shall be brought before the Local Union Executive Board, which will address such members' failure to meet their obligation to the local and the UA, up to and including filing charges. The Local Union's role is to use all available means to correct the compliance problem.

**EMPLOYER AND MANAGEMENT RESPONSIBILITIES:**

- Regular meetings will be held where the management team and UA Supervision will communicate with the Job Steward regarding job progress, work schedules, and other issues affecting the work process.
- Management will address concerns brought forth by the Steward or UA Supervision in a professional and timely manner.
- A course of action shall be established to allow the Job Steward and/or UA Supervision to communicate with higher levels of management in the event there is a breakdown with the responsible manager.
- In the event that the employee is unwilling or unable to make the necessary changes, management must make the decision whether the employee is detrimental to the UA Standard for Excellence platform and make a decision regarding his/her further employment.

**ADDITIONAL JOINTLY SUPPORTED METHODS OF PROBLEM RESOLUTION:**

- In the event an issue is irresolvable at this level, the Local or the Contractor may call for contractually established Labor Management meeting to resolve the issues.

**• Weekly job progress meetings should be conducted with Job Stewards, UA Supervision and Management.**

**• The Local or the Contractor may involve the customer when their input is prudent in finding a solution.**

**• Foremen, General Foremen, Superintendents and other management should be educated and certified as leaders in the UA Standard for Excellence policy.**

LETTER OF UNDERSTANDING

It is mutually agreed by the parties to this Agreement that effective August 1, ~~2004~~ 2011 the parties shall meet within 120 days and each 120 days thereafter if no agreement is reached to discuss the terms and conditions of a Residential Addendum, and a Drug and Alcohol testing policy for current employees which shall include the terms of the "Drug and Alcohol" Letter of Understanding attached hereto.

If no agreement on a Drug and Alcohol testing policy is reached on or before August 1, 2012 Article 28 of the Road Sprinkler Fitters Local 669 agreement with the NFSA shall become effective and incorporated into this agreement with only such modifications as may be necessary (i.e., changing "Local 669" to "Local 704", deleting reference to Wisconsin Pipe Trades).

If no agreement on a Residential Addendum is reached on or before August 1, 2012 the residential terms of the Road Sprinkler Fitters Local 669 agreement with the NFSA shall become effective and incorporated into this agreement with only such modifications as may be necessary (i.e., changing "Local 669" to "Local 704".)

Date \_\_\_\_\_

\_\_\_\_\_  
National Fire Sprinkler Association Inc.

\_\_\_\_\_  
Detroit Local Union 704

LETTER OF UNDERSTANDING

Drug and Alcohol:

The NFSA and Local 704 acknowledge that the use of alcohol and illicit drugs that impair work performance is detrimental to the health and safety of the Employees covered by this Article. It is also acknowledged that Employees suffering from an alcohol or drug related problem should be afforded the opportunity to remedy their health problem. Therefore, it is hereby agreed by the parties as follows:

1. An Employee shall not report for work in a condition unfit for work due to the use of alcohol, illegal drugs, or other illegal substances that impair his/her work performance.

Date \_\_\_\_\_

\_\_\_\_\_  
National Fire Sprinkler Association Inc.

\_\_\_\_\_  
Detroit Local Union 704

**APPRENTICESHIP STANDARDS BETWEEN SPRINKLER FITTERS AND APPRENTICES LOCAL  
UNION NO. 704 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF  
THE UNITED STATES AND CANADA  
AND  
NATIONAL FIRE SPRINKLER ASSOCIATION, INC.**

**(NOTE: APPRENTICESHIP STANDARDS SHALL BE REVISED AS REQUIRED TO BE  
CONSISTENT WITH NEGOTIATED CHANGES IN THE COLLECTIVE BARGAINING  
AGREEMENT)**