

Enterprise Association of Steamfitters Local Union 638 U.A.

OF

STEAM, HOT WATER, HYDRAULIC, SPRINKLER, PNEUMATIC TUBE, COMPRESSED AIR, ICE MACHINE, AIR CONDITIONING
AND GENERAL PIPE FITTERS OF NEW YORK AND LONG ISLAND, A.F.L.-C.I.O.

STEAMFITTERS LOCAL UNION 638 OF THE UNITED ASSOCIATION

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February 2024

Dear Brothers and Sisters:

On **SUNDAY, MARCH 10, 2024** the Construction Trades Branch of Enterprise Association of Steamfitters Local Union 638 will hold a **SPECIAL MEETING** to discuss & vote upon the following **PROPOSED CHANGES** to our present Working Rules and Trade Agreement with The Mechanical Contractors Association of New York (MCA).

The meeting will be at **The David Mack Sports & Exhibition Complex of Hofstra University**, the address to use for your GPS is 245 Hofstra University, Hempstead, NY 11549.

Doors will open at 7:00AM

Meeting will start promptly at 8:00AM

Voting Machines will be present. To vote at this meeting, you must present your 2023 – 2025 Membership Card with at least the December 2023 dues stamp affixed thereto along with your Union Photo Identification Card. To be eligible to vote at this special meeting, a member must be in good standing for one year prior to the date of the vote, which means no Re-instatement Fee has been paid or one is owed since March 10, 2023.

DUES WILL NOT BE COLLECTED AT THIS SPECIAL MEETING
YOU MUST HAVE YOUR UNION PHOTO IDENTIFICATION CARD TO VOTE

Fraternally yours,

Robert J. Bartels, Jr.
Business Manager

Brian R. Kearney, Jr.
President

Patrick S. Daly
Financial Secretary Treasurer

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**Please Note: Revisions are in Red and Underlined.**

**Memorandum of Agreement between Enterprise Association Steamfitters Local Union 638 and Mechanical Contractors Association of New York, Inc. agreed to on February 19, 2024**

1. **Term of the Agreement:** April 1, 2024-March 31, 2027.

2. **Rule II, Rate of Wages, Section I**

|                                  |        |
|----------------------------------|--------|
| April 1, 2024-September 30, 2024 | \$0.75 |
| October 1, 2024-March 31, 2025   | \$0.75 |
| April 1, 2025-September 30, 2025 | \$0.75 |
| October 1, 2025-March 31, 2026   | \$0.75 |
| April 1, 2026-September 30, 2026 | \$1.50 |
| October 1, 2026-March 31, 2027   | \$1.50 |

3. **Rule II, Section IV – Clarify Shifts at Same Site and Add Hospital to 3-Day Shifts**

**Section IV.** When shift work, as defined in Rule XV, or in Rule XV (f) and (g) of the Public Works Supplement, is performed steamfitters and/or apprentices shall be paid the wage rate and fringe benefit contribution rate for regular time worked plus a fifteen percent (15%) premium on both wages and fringe benefit contributions.

A shift shall be worked for a minimum of five (5) days Monday through Friday. These five (5) consecutive days must be worked under one contract on the same job site and/or campus.

Shift work shall be worked for a minimum of three (3) days Monday through Friday when working at a college or university. These three (3) consecutive days must be worked under one contract on the same job site and/or campus. Additionally, Contractors may request to work a shift for a minimum of three days at a hospital prior to the start of a shift, and the Union shall not unreasonably deny such request.

4. **Rule IX, Section V – Total Stations and Labels for Cutting Rods**

**Section V.** The erection and assembly of all pipe hangers and the erection only of supports and manufactured or fabricated structural attachments for work covered by this Agreement is the work of the steamfitter and apprentice in accordance with Rule V. Back-to-back channels, tube steel, and back-to-back angle iron suspended from structural attachments may be cut and/or welded in the shop of the direct employer or on the job in accordance with Rule V.

The setup, operation, and use of total station or other similar mapping devices for the purposes of, but not limited to, layout, installation, or coring of work within Local 638’s jurisdiction shall be the work of the Steamfitter. Under the direction of the jobsite foreman, supervisors or draftsmen may assist the steamfitters in setup and proper use of the device. The supervisors or draftsmen shall not operate the device.

All threaded hanger rods shall be cut on the job or in the shop of the direct employer. Where plain hanger rods are utilized, the cutting and threading of rods under three quarter inch will be done on the job or in the shop of the direct employer. If rods are cut in the shop of the direct employer, they may be bundled in any amount, and that bundle shall require a single label.

5. **Rule IX, Section VIII – Demolition of Piping**

**Section VIII.** All disconnecting and dropping to the floor of ~~temporary~~ any piping covered within the jurisdiction of Local 638 in spaces that are not to be completely demo-ed shall be used in construction is the work of the steamfitter. Where asbestos abatement, lead removal, or hazardous material removal is required on disconnected pipe, dropping and removing may be performed by others.

6. **Rule IX, Section XI – VESDA Systems**

**(ADD) Section XI.** Very early smoke detection apparatus or VESDA piping systems shall be the work of the steamfitter.

7. **Rule XII, Section II – Suitable Shanties for Females**

**Section II.** The Employer shall provide suitable shanties for dressing facilities on all jobs. Steamfitters shall not be required to share these facilities with other trades. Where needed, contractors shall make a reasonable effort to provide separate but similar facilities for women. Separate facilities may include a partitioned space within an existing shanty so long as both spaces have a dedicated entrance from outside the shanty. These shall be heated during the winter months and window air-conditioners or similar shall be provided during the summer months. Where these are prefabricated for job assembly, they shall be job assembled by steamfitters.

8. **Rule XV-A – RIGGING AND MATERIAL HANDLING**

The rights of the Steamfitter shall not be infringed upon in any matter or for any reason in regard to the handling and rigging of all work within its jurisdiction.

Steamfitters ~~will~~ shall do all rigging of their pipe-fittings-valves-equipment and including, but not limited to, all appurtenances and set all equipment when no license is required.

If a master rigging license is required by law and if the contractor who is party to this agreement holds a master riggers license and is the direct bidder or sub-contractor on the job, this work ~~will~~ shall be done by steamfitters. No composite crew shall be required.

If the said contractor has no license, ~~steamfitters will work in composite crews with the trade holding the license when required by law.~~ shall work in units of two in a composite crew of equal numbers, but shall not outnumber the license holder's crew when the license is required by law. Steamfitters shall rig all loads prior to the Master Rigging License holder or his representative attaching the hoist or crane hook. Once the equipment and appurtenances are landed on the floor and in a safe position, the steamfitters ~~will~~ shall move and set this equipment to its ~~final~~ destination as per their jurisdiction. Steamfitters shall operate all equipment moving devices. These devices include but are not limited to, chain blocks, skates, jacks, or dollies. Truck deliveries will be taken from the sidewalk or truck dock by the steamfitter into the building.

There shall be no exception to this Rule unless an employer makes a specific request on a specific job which ~~must~~ shall be submitted to the Board of Arbitration for review, prior to start of the job. If approved by the Board of Arbitration, approval shall be for that job only and shall not prejudice this Rule on any other work.

9. **(ADD New Rule) Rule XXVI – Union Access**

All officers of the union shall have access to shops and job sites where any of its members are employed. Officers shall announce themselves to jobsite foreman or the shop's receptionist/front desk upon arrival at jobsites or shops where proper escort is required. Officers shall not be unreasonably delayed access to job sites and shops. Employers shall make entrance to job sites and shops as readily available to Union Officers as they do for themselves, members, or their employees. These members include but are not limited to Journeymen and Apprentices. Officers include the Business Manager and Business Agents.

**10. Article VII – Procedure of the Board of Arbitration**

**Section I.** It is further mutually agreed that in case any of the Rules or Agreements are violated by either of the parties to this Agreement, or by any of its members, then no strike, work stoppage or lockout against any member or members of either of the associations shall be instituted by either association without first submitting the grievance or question at issue to the Board of Arbitration.

Prior to the alleged violation being filed by either party the following procedure will be adhered to: the charging party will notify in writing the Secretary of their respective association of the alleged violation within ~~ten (10) working~~ thirty (30) calendar days of the alleged occurrence of a violation. Failure to provide written notification of the alleged occurrence of a violation within thirty (30) calendar days shall render the grievance closed, and the issue shall no longer proceed to the Board of Arbitration or the Arbitrator. A meeting will be scheduled between both associations within thirty (30) days from receipt of written notification, unless otherwise mutually agreed. Attending this meeting will be both interested parties and a subcommittee consisting of two (2) Trade Board representatives from each association. If the dispute cannot be resolved, it will then be formally submitted to the full Board of Arbitration for discussion.

[The rest of Article VII, Section I remains as written.]

**11. (ADD NEW) Supplement on Apprenticeship Training**

When Apprentices are out of work, a maximum of one apprentice may be hired to work alongside two Journeymen Steamfitters per contract on a jobsite with approval of the Union. In all instances, a contractor shall ensure compliance with the minimum number of apprentices established in Rule II, Section IIIA as well as compliance with maximum apprentice ratios established by NYS Department of Labor. The Supplement is for a one-year period; the Supplement is to be evaluated by the Joint Trade Board and can be extended for one (1) year periods only if agreed to by the Joint Trade Board (there shall be no arbitration to resolve any lack of agreement).

An out of work Apprentice may be requested by the Employer and, if available, sent to the jobsite. All requests are subject to the approval of the Union. Any Apprentice hired under this Supplement shall be assigned overtime if it is assigned to the Journeymen Steamfitters supervising that Apprentice. Employers requesting an Apprentice for hire under this Supplement shall be current in their employee benefit contributions and not have a pending matter before the Joint Board of Arbitration or have been found in violation of the Trade Agreement for a period of one (1) year prior to the request.

**12.** The parties agreed to expeditiously review proposals submitted by The Steamfitting Industry Fund Office regarding various aspects of the Fund administration process. If the parties unanimously agree to any of those proposals, said proposals will be incorporated into this MOA and the Agreement. If either party objects to a proposal, it will not be incorporated.