

Union Stewards Guide

UNION STEWARDS:

- You must have 10 or more men on your job in order to be eligible for dues refund
- Monthly reports shall be turned in at each Union meeting along with copies of your individual check stubs for reimbursement. (Reports must be turned in monthly to assure on time reimbursement. Delinquencies in this matter could result in no refund.)
- All Union Stewards are required to attend monthly Union meetings and give a count of men that are working their jobs.

STEWARD REPORTS:

- Steward reports are located at www.ibblocal85.org click on “**FORM**” link and select **Steward Report**. If you don’t have access to a computer be sure to ask for copies from the Union hall.
- When filling out a Steward Report you must fill out Job Location, Steward’s Name, Contractor Name & the Week Ending Day for the report. **Note:** **week ending day will always be a Sunday.**
- Next, you will add the Employees Name, Total Hours, B.T. which is the .20 cents an hour, Field Dues & Gross Wages.
- If on a long term job it is best to fill out the report with the Names of the Employees, Contractor, Job Site & make multiple copies.

CONTRACTS:

- All Contracts can be located at www.ibblocal85.org click on “**FORM**” link and select the **Contract** you are working under. Also, Contracts can be found at www.bctd.org click on “**FIELD SERVICES**” link and select the contract from the right side of the page that you are working under. If you don’t have access to computer be sure to ask for a copy of the contract you are working from the Union hall.
- Any Steward needing assistants with the Contracts should contact the Union Hall at (419) 666-9724.

GENERAL PRESIDENTS PROJECT

MAINTENANCE AGREEMENT GPPMA

Article II: Management Rights

1. Management has the right to plan, direct and control the operations of all his work
2. Determine work methods and procedures
3. Discharge, suspend, or discipline employees for proper cause
4. Management has the right to name the foremen and require the foremen to work with their tools when in the Contractor's opinion this is advisable
5. Management can have their foremen oversee more than one craft

Article VII: Grievance Procedure

1. No grievance shall be recognized unless called to the attention of the Employer by the Union
2. You have **5 calendar days** after the alleged violation occur to file a grievance between Employer and Jobsite Rep/Bull Steward
3. Grievances shall be appealed to the next step within **10 calendar days** after meeting in the lower steps between Employer and Union Rep

JOB STEWARD'S RESPONSIBILTY WHEN HANDLING A GRIEVANCE

1. Have the grievant fill out a statement and date and sign it along with the Supervisor
2. Get a copy of the termination slip if involving a discharge
3. Investigate what happen
4. Get written statements from witnesses along with names of witnesses and dates
5. Get a written statement from the Supervisor involved stating what had happened
6. Steward's report should include comments regarding an employer refusing to sign the grievance or refusing to give a written statement

7. Hand your information over to the Hall

NOTE: It is important to investigate all Grievance timely manner

Article IX: Jobsite Representative

1. The Administrator of the GPPMA shall designate 1 union Jobsite Rep/Bull Steward
2. The Bull Steward shall be allowed reasonable amount of time to conduct union business and shall have access to a telephone
3. His union duties shall not unduly interfere with the performance of his work assignments
4. Bull Steward shall be the last journeyman to be laid off or terminated

Article XII: Wage Rates

1. Wages will be paid weekly. The payroll period to close so that no more than three (3) days will be held back and payments to be made before the end of the employees shift
2. **Lay off is payoff**- Terminated employee shall be paid on the day of his termination. Each employer shall pay four (4) hours pay to a terminated employee for each 24 hour period that the employee must wait for final pay.
NOTE: The employer will not be assessed the above penalty if in the opinion of the Committee, the reason the employer failed to make timely payment was due to circumstances beyond its control. Examples are errors in time sheets, laid off on weekend, payroll closed. If this occurs the employee has to the next full business day to issue a check. Business days are Monday thru Friday. (Bulletin#30) Book of Decisions

Article XIII: Twenty-Four (24) Hour Rule and Meal Allowance

1. The twenty-four (24) clock is determined by the starting time of the employee's shift on one day and ends with the starting time of the employee's shift on the following day.
2. All time worked before and after the employee's shift hours in any twenty-four (24) hour period shall be paid at the appropriate overtime rate.

Example if Bob's shift start time on Monday is 7am and Bob is required to report to work at 5am, 2 hours before his scheduled shift. Bob will receive double time for the first 2 hours because it falls into Sunday's end of shift. The sixth day work shall be paid at the rate of time and half (1-1/2) and the seventh day shall be paid at the rate of double time.

3. Any employee working overtime beyond his/her shift shall be paid overtime
4. **Second Lunch**- When an employee is required to work more than two (2) hours of unscheduled overtime beyond his regularly scheduled shift the Contractor will arrange either to have him receive one (1) hot meal or give him \$8.00 in lieu of the meal. This provision will be repeated after each four (4) hours of overtime thereafter. Meal allowance is only applicable to unscheduled overtime.

Article XIV: Day work schedules

1. Standard work day shall be an established consecutive eight (8) hour period between the hours of 7am and 5pm exclusive of a thirty (30) minute lunch period. Forty (40) hours per week shall constitute a week's work Monday through Friday inclusive.
2. **Schedule changes** Contractor must notify the local Union (**Bulletin#6**)
3. **Lunch**- jobsite conditions sometimes warrant a change in the regular lunch period. It shall be the Contractor's option to pay the employee to "eat on the fly" or have the employee take the full one-half (1/2) hour lunch period.
4. **Work thru Lunch**- if the employee is required to take a lunch break more than one hour prior or more than one hour beyond the regularly scheduled lunch period, he shall be paid for the lunch period at the appropriate premium rate.
5. **Optional 4x10's**- must get approval from the Building Trades in writing
6. **Make-up day**- on a 4x10's schedule is Friday. Employees who inform their employer on the last scheduled workday prior to the make-up day that they do not wish to work the make-up day, they will not be penalized.

Article XVI: Holidays (Bulletin#2&14)

1. The following seven (7) days are recognized as holidays: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, & Christmas Day. These are not paid holidays. However, if the employee is scheduled to work on a holiday as observed under the terms of the Agreement, he/she is to be paid double time.
2. If the above holiday falls on Sunday, Monday shall be observed as the holiday. If the above Holiday falls on a Saturday then Friday is observed as the Holiday. All Holidays shall be paid at the rate of double time if worked.

Article XVII: Reporting Time and Call-Ins

1. **2 Hour Show-Up**- Employee shall receive 2 hour show up pay for when no work is available to perform and are sent home. This will not apply if the employee was notified before the completion of the previous day's work.
2. **4 Hour Pay**- Only applies if the employee started to work and was then sent home. Any time worked beyond 4 hours shall be paid at actual time worked.
3. **NOTE: If an Employee refuses to start or stop work on his/her own volition, the minimum set forth herein shall not apply!!**

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319 GLENWOOD RD.
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National Maintenance Agreement NMAPC

Article VII- Union Representative

1. Steward should be qualified craftsperson appointed by the B.M. Steward should be the last employee laid off, provided he/she is capable of performing remaining work. **Steward shall not be terminated or laid off**, except as the last employee.

Article XI- Holidays

1. New Year's day, President's day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
2. If holiday falls on a Sunday, it is recognized on the Monday. If the holiday falls on a Saturday, it is recognized on a Friday.
3. President's Day is considered a floating holiday.

Article XII- Minimum Pay/ Reporting Time and Call-Ins

1. 2 hour show up if no work is needed done.
2. If employee reports to work, & work is done, the employee is paid for the time that he/she is there for work. **THERE IS NO 4HRS. SHOW-UP FOR TOUCHING THE TOOLS AND THEN BEING SENT HOME UNDER THE National Maintenance Agreement.**

Article XV- Work Hours per days

1. **SHIFT PREMIUM**- \$2.00 per hour shift additive for 2nd shift. \$2.25 for 3rd shift if applicable.
2. **START TIME FOR EMPLOYEE/SUPERVISION:** Employer may direct essential employees to report to work, up to 1hr. prior to the established start time on Monday, employee shall be compensated at the overtime rate of 1-1/2hr. Likewise, employee required to report on Sunday 1hr. before shift shall be compensated at the Sunday overtime rate, not to exceed dbl. time. Found in the book of decisions **BULLETIN XV**.
3. **SECOND LUNCH-** In cases when shifts are required for employees to be continuously at work for more than 10HRS. the Employer shall schedule a 2nd lunch-break effective the 11th hour of the shift. **BULLETIN XV Book of Decisions**.
4. **ME-TOO CLAUSE-** was eliminated June 17,2011
5. **EMPLOYEES SHALL BE AT THEIR POSTS PREPARED TO START WORK AT THE REGULAR STARTING TIME.**

Article VI- Grievances-

1. All Grievances shall be filed within 10 calendar days after complaint of event arose.
 - **Step 1. Between the Employer's Supervisor and the Union Steward at the Jobsite**
 - **Step 2. Between the Business Rep. and the Employer's Supervisor at the Jobsite**

THE JOB STEWARD'S RESPONSIBILITY WHEN HANDLING A GRIEVANCE

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Article VIII- Wages

1. **LAYOFF IS PAYOFF 4HRS. PAY FOR EVERY 24HRS.** - If employee does not receive check when layoff then he or she is entitle to 4HRS. of straight time pay for every 24HRS. It is recognized that special circumstances exist relative to overtime hours, such as Employer's payroll department being closed or employee is laid off on the weekend. When this occurs the check should prepared and furnished immediately upon the next business day and penalty **shall not apply.** Item is found in the book of decision **BULLETIN VIII.**
2. **TERMINATED EMPLOYEE-** Shall receive last check at the time of termination

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