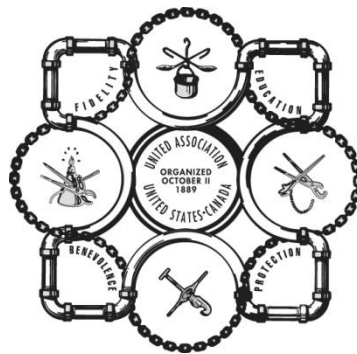


PLUMBING AND PIPEFITTING INDUSTRY
COMMERCIAL LABOR AGREEMENT
CENTRAL ILLINOIS AREA



BETWEEN EMPLOYING PLUMBING, HEATING, AND COOLING
CONTRACTORS ASSOCIATION OF CENTRAL ILLINOIS
AND
PLUMBERS AND PIPEFITTERS LOCAL UNION NO. 149
OF THE UNITED ASSOCIATION AFL-CIO



JUNE 01, 2023
THROUGH
MAY 31, 2028

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PLUMBING AND PIPE FITTING INDUSTRY

2023 to 2028 Labor Agreement

It is mutually understood that the public can best be served and progress maintained and furthered in the Plumbing and Pipe Fitting Industry only if there is a sound, reasonable and harmonious working arrangement between the Employer and Employee. This Agreement, therefore, is made and entered into by and between the **PLUMBING HEATING-COOLING CONTRACTORS ASSOCIATION OF CENTRAL ILLINOIS** (hereinafter referred to as “Association”), acting for and on behalf of its members and other contractors represented by the Association (such members and contractors hereinafter referred to as “Employers”), and **PLUMBERS AND STEAMFITTERS LOCAL UNION NO. 149** of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada (hereinafter referred to as “Union”).

ARTICLE 1

Length and Purpose of Agreement

Section 1.1 This Agreement made this 1st day of June 2023 shall be effective from June 1, 2023 through May 31, 2028.

Section 1.2 The Purpose of this Agreement is to establish the wages, hours, and other conditions of employment; to establish rules and procedures for the settlement of disputes and differences between the parties; and to secure at all times a sufficiency of skilled Journeyman so that the Employer may have sufficient capable Employees and the Employees may have as much continuous employment as possible, thereby preventing waste and unnecessary expenses, annoyance, or delay caused by strikes, lockouts, or other labor management disputes.

ARTICLE 2

Geographical Jurisdiction

Section 2.1 The jurisdictional area covered by this Agreement is the same territorial jurisdiction allocated to the local Union by the United Association.

ARTICLE 3
Economic Package

Section 3.1

JOURNEYMAN FROM JUNE 01, 2023
THROUGH MAY 31, 2024

Wages per hour	\$50.35
P&P National Pension Fund per hour	2.00
ECIPT Pension Fund per hour	8.89
ECIPT Health & Welfare Fund per hour	9.25
Education Fund per hour	1.81
Employer Fund per hour	.20
International Training Fund per hour	.10
Substance Abuse Prevention Corp., of ECI	.00
New JAC Building Fund per hour	.75
Employer 401(k)	.25
TOTAL PACKAGE	\$73.60
ECIPT 401-k Fund (deduct from gross w/ Auth. Form)	\$1.00 to \$10 in dollar increments
Union Dues (deduct from gross)	4.5%
Market Recovery Program (deduct from gross)	\$0.35 per hour

**JOURNEYMAN FROM JUNE 01, 2024
THROUGH MAY 31, 2025**

Wages per hour	TBD
P&P National Pension Fund per hour	2.00
ECIPT Pension Fund per hour	TBD
ECIPT Health & Welfare Fund per hour	TBD
Education Fund per hour	TBD
Employer Fund per hour	.20
International Training Fund per hour	.10
Substance Abuse Prevention Corp., of ECI	TBD
New JAC Building Fund per hour	.75
Employer 401(k)	.25
TOTAL PACKAGE	\$76.18
ECIPT 401-k Fund (deduct from gross w/ Auth. Form) increments	\$1.00 to \$10 in dollar
Union Dues (deduct from gross)	4.5%
Market Recovery Program (deduct from gross)	\$0.35 per hour

**JOURNEYMAN FROM JUNE 01, 2025
THROUGH MAY 31, 2026**

Wages per hour	TBD
P&P National Pension Fund per hour	2.00
ECIPT Pension Fund per hour	TBD
ECIPT Health & Welfare Fund per hour	TBD
Education Fund per hour	TBD
Employer Fund per hour	.20
International Training Fund per hour	.10
Substance Abuse Prevention Corp., of ECI	TBD
New JAC Building Fund per hour	.75
Employer 401(k)	.25
TOTAL PACKAGE	\$78.66
ECIPT 401-k Fund (deduct from gross w/ Auth. Form) increments	\$1.00 to \$10 in dollar increments
Union Dues (deduct from gross)	4.5%
Market Recovery Program (deduct from gross)	\$0.35 per hour

**JOURNEYMAN FROM JUNE 01, 2026
THROUGH MAY 31, 2027**

Wages per hour	TBD
P&P National Pension Fund per hour	2.00
ECIPT Pension Fund per hour	TBD
ECIPT Health & Welfare Fund per hour	TBD
Education Fund per hour	TBD
Employer Fund per hour	.20
International Training Fund per hour	.10
Substance Abuse Prevention Corp., of ECI	TBD
New JAC Building Fund per hour	.75
Employer 401(k)	.25
TOTAL PACKAGE	\$81.18
ECIPT 401-k Fund (deduct from gross w/ Auth. Form) \$1.00 to \$10 in dollar increments	
UNION DUES (deduct from gross)	4.5%
Market Recovery Program (deduct from gross)	\$0.35 per hour

**JOURNEYMAN FROM JUNE 01, 2027
THROUGH MAY 31, 2028**

Wages per hour	TBD
P&P National Pension Fund per hour	2.00
ECIPT Pension Fund per hour	TBD
ECIPT Health & Welfare Fund per hour	TBD
Education Fund per hour	TBD
Employer Fund per hour	.20
International Training Fund per hour	.10
Substance Abuse Prevention Corp., of ECI	TBD
New JAC Building Fund per hour	.75
Employer 401(k)	.25
TOTAL PACKAGE	\$83.70

ECIPT 401-k Fund (deduct from gross w/ Auth. Form) \$1.00 to \$10 in dollar increments

UNION DUES (deduct from gross) 4.5%

Market Recovery Program (deduct from gross) \$0.35 per hour

Section 3.1 (a)

All subsequent employer contribution allocations herein shall require written line-item approval by both the Association and the Union, written approval and notification shall be provided no less than 30 days prior to the new contract year. Any impasse will be governed by the Grievance and Arbitration Procedure as defined in Article 9. Union designated allocations, dues or deductions must be identified and shared with the Association no less than 30 days prior to the new contract year.

Section 3.2

**APPRENTICES FROM JUNE 01, 2023
THROUGH MAY 31, 2028**

First Year	45%	of Journeyman Wage Rate
Second Year	55%	of Journeyman Wage Rate
Third Year	65%	of Journeyman Wage Rate
Fourth Year	75%	of Journeyman Wage Rate
Fifth Year	85%	of Journeyman Wage Rate

Section 3.3

SUPERVISION FROM JUNE 01, 2023 THROUGH MAY 31, 2028

Foreman	6.20%/hr.	above Journeyman Wage Rate
General Foreman	10.70%/hr.	above Journeyman Wage Rate
Superintendent	15.20%/hr.	above Journeyman Wage Rate

Section 3.4

OVERTIME

The first two (2) hours immediately before or after the established shift (as described in Section 12.1) and the first ten (10) hours on Saturday shall be paid at 1 ½ times the current straight time rate, regardless of total hours worked in that day. Hours worked beyond the previously established ten (10) hours along with Sundays and Holidays shall be paid at double time rate.

Section 3.5

HOLIDAYS

For the specific provisions governing holidays, refer to Article 12, Section 12.4. For the specific provisions governing the economic package, refer to Articles 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22.

Section 3.6

ON-CALL DUTY

1. Any Employer may, at its discretion, establish an emergency service, stand-by schedule for Employees that it feels are qualified to perform the work. The schedule must be published and posted. The schedule must consist of seven (7) consecutive day shifts. Each Employee in such a shop must be available for stand-by, but shall have the option to arrange for a substitute to serve in his place upon prior notice to the Employer's office.
2. An Employee scheduled for stand-by for seven (7) consecutive days shall receive a minimum of two (2) hours pay at the straight time rate, in case no actual work is performed. If work is performed, the Employee is to be paid for the actual hours worked, but no less than the minimum stated above. Stand-by time shall not be considered as pay for hours worked. All hours actually worked in performing emergency service, including travel time during the schedule, shall be paid for at the applicable overtime rate,

including benefits. No fringe benefits shall be payable for stand-by time that is not actually worked. If the employee scheduled for stand-by work does not respond to an emergency service call, they shall forfeit the minimum two (2) hours pay at the straight time rate, for the seven (7) day scheduled shift.

ARTICLE 4

Recognition

Section 4.1 The Association and Employers hereby recognize Local Union 149 of the United Association of Journeyman and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada as the sole and exclusive bargaining representatives for all their Employees performing any work covered by this Agreement and employed by the Employer in the area described in Article 2.

Section 4.2 The Union and Employees hereby recognize the Plumbing-Heating-Cooling Contractors Association of Central Illinois as the sole and exclusive bargaining representatives for all of its Employer members and for those non-member contractors that have furnished the Association with collective bargaining authorizations.

ARTICLE 5

Union Security

Section 5.1 All Employees, members of the Union, in the employ of the Employer shall remain members in good standing in the Union during the term of this Agreement. All Employees covered by this Agreement, hereinafter employed by the Employer, shall become members of the Union on the earliest date provided by applicable Federal Law after their employment, or the date of this Agreement, whichever is later, and shall remain members of the Union in good standing during the term of this Agreement.

In interpreting good standing, an Employer shall not discharge any Employee for non-membership in the Union:

(a) If he has reasonable grounds for believing that such membership was not available to the Employee on the same terms and conditions generally applicable to other members, or

(b) That the Employer has reasonable grounds for believing that member was denied or terminated for reasons other than the failure of the Employee to tender the periodic dues and initiation fee uniformly required as a donation of acquiring or retaining membership. Where the Union requests the discharge of an Employee pursuant to this Section, the Union shall, if requested, provide information substantiating that an Employee has failed to comply with the membership requirements of this Section.

Section 5.2 Whenever and to the extent that Article 5 of this Agreement establishing Union membership as a condition of employment is or becomes inapplicable by reason of the law of any state, all Journeyman and Apprentices now in the employ of the Employer or hereinafter employed by the Employer shall have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall cause or attempt to cause any discrimination against any Journeyman or Apprentice as regards such matters. Should an Employee choose not to become or remain a member of the Union, he shall, as a condition of continued employment, pay to the Union as support to and compensation of the Union in exchange for representation by the Union an amount of money equal to that paid by other Employees who are members of the Union, which shall be limited to an amount equal to the Union's regular and usual initiation fees and its regular and usual dues and its general and uniform assessments. All Employees, members of the Union, now in the employ of the Employer, shall commence such payments the day following the date of their withdrawal from the Union and shall continue such payments during the term of the Agreement. All Employees, hereinafter employed by the Employer, shall commence such payments on the earliest date provided by applicable Federal Law for requiring Union membership after employment or the date of the Agreement, whichever is later, and shall continue such payments during the term of the Agreement.

Section 5.3 Either party to this Agreement shall have the right to reopen the negotiations pertaining to Union Security when the Federal Laws applicable thereto have been changed by giving the other party thirty days' written notice.

Section 5.4 Access To Premises: duly authorized representatives of the Union, and/or public accountants designated by the Union or the fringe benefit funds, shall be allowed to visit any job and/or any Employer's place of business during working hours to interview the Employer or the Employer's duly authorized representative or the Employees in the Employer's employed, and/or to inspect or audit all books and records of the Employer which pertain or relate in any way to the Employer's compliance with this agreement. The records, which shall be available for inspection or audit include, but are not limited to, payroll and time records, time books, and payroll. It is understood and agreed that any visit, inspection, or audit shall not hinder the progress of the work being performed. It is further agreed that the Union will perform an inspection under this provision no more often than one time every six months, provided, however, that the Union may re-inspect under this provision within said six months, if the preceding audit revealed noncompliance with this agreement.

ARTICLE 6

Management Rights

Section 6.1 It is the intent of all parties to this Agreement that the Employee will furnish a full fair day's work for a day's pay.

Section 6.2 Management shall be the sole determiner of the size and composition of the work force; for supervision refer to Article 14. Management shall have the prerogative of controlling its operations, introducing new or improved methods or facilities and changing methods or facilities subject to the limitations set forth in this Agreement.

Section 6.3 The Union shall not sanction any Employee performing any plumbing, heating, cooling or pipe work after his regular working hours for other than his current Employer.

ARTICLE 7

Trade or Work Jurisdiction

Section 7.1 This Agreement covers the rate of pay, hours and working conditions of all Employees engaged in the installation of all plumbing and/or pipe fitting systems and component parts thereof, including fabrication, assembling, erection, installation, testing, balancing, dismantling, repairing, reconditioning, adjusting, altering, servicing and handling, unloading, distributing, tying on and hoisting of all piping materials, by any method, including all hangers and supports of every description and all other work included in the trade jurisdiction of the United Association, as set forth in Appendix A which is incorporated herein and made a part of this Agreement.

Section 7.2 Journeyman Plumbers and Pipefitters and/or Apprentice Plumbers and Pipefitters shall place in position and connect all materials, appurtenances, devices, fixtures and equipment used in the construction of plumbing and pipe fitting as well as handle, unload, and distribute all of the above-mentioned upon and after its arrival on the job site or premises. When fixtures or equipment are protected by covering during construction, this covering shall be put on and removed and the fixtures cleaned by a Journeyman Plumber and/or Journeyman Pipefitters and/or Apprentice Plumbers and/or Apprentice Pipefitters covered by this Agreement.

Section 7.2 (a) This agreement does not cover the rates of pay, hours and working conditions of Employees classified as shop boys. A shop boy may only perform the following duties: repair tools and equipment, and handle

inventory in the shop and make material deliveries; however, from the time that the materials and equipment are delivered at the job site, all other work shall be performed by Journeyman and Apprentices covered by this Agreement.

Section 7.2 (b) The duties specified in Section 7.2(a) may be reviewed at each pre-job conference. It is also understood and agreed that these duties may be expanded, at any time, to cover any or all other unskilled work connected with the plumbing and piping industry by mutual agreement of the parties. Agreements covering the use of shop boys, except as described in section 7.2(a), shall be on a job to job basis as determined by the Business Manager of Local 149 and the individual contractor involved.

Section 7.3 Equipment used on building and construction work in conjunction with the work of the trade, as a time and labor saving device, shall be operated by Employees covered by this Agreement.

Section 7.4 The operation of pumps, air compressors and welding machines when used in conjunction with work covered by this Agreement shall be done by Employees covered by this Agreement. The testing and balancing of all plumbing and pipe fitting systems or component parts thereof shall be done by Employees covered by this Agreement.

In those areas where the above-described work is performed by another Trade or Craft and the Business Agent of the UA Local Union is in Agreement that

the work is to be performed by another Trade, then the Contractor will assign the work accordingly.

Section 7.5 Subject to provisions herein, all jurisdictional disputes not resolved by the parties shall be submitted for final and binding arbitration to the Impartial Jurisdictional Disputes Board for the Construction Industry (hereinafter “Board”), or any successor thereto adopted by the Building and Construction Trades Department of the AFL-CIO and participating Employers. Provided, that all Unions involved in such jurisdictional disputes and all Employers with whom those Unions have Collective Bargaining Agreements have also submitted to the jurisdiction of, and have agreed to be bound by all decisions of the Board when those Employers are involved in a jurisdictional dispute. In the event any Union claiming work jurisdiction from an Employer signatory to this Agreement, has a Collective Bargaining Agreement with any Employer which does not provide for settlement of jurisdictional disputes by the Board, then the parties to this agreement shall not be subject to the jurisdiction of or be bound by decisions of the Board involving such Unions. In the event the above proviso is complied with, the parties hereto agree to and accept and shall be bound by, the rules, regulations, and procedures of the Board or its successor as in effect from time to time.

Section 7.6 It is understood that a Trade or Craft dispute in a United Association Local Union or between two or more United Association Local Unions shall be adjusted and decided in accordance with the procedure

established in Section 4 of the Constitution of the United Association, revised and amended July 28-August 1, 1986.

Section 7.7 There shall be no work stoppage because of jurisdictional disputes.

ARTICLE 8

No Strike, No Lockout

Section 8.1 The Union agrees that during the term of this agreement, there will be no strikes or work stoppages over a matter which is subject to arbitration under this agreement; provided, however, that the Union may strike, withdraw its members from the employ of, Picket, and/or use other lawful economic means against any Employer covered by this agreement because of the Employer's non-payment of wages, deductions, or fringe benefit contributions. The Union may also withdraw its members from any Employer who, within ten days after receipt of written notice from the Union, fails to obtain, maintain in full force and effect, and keep on file with the Union the bond required by this Agreement, and/or fails to obtain and maintain in full force and effect the workers' compensation insurance policy, as required under this Agreement, and/or fails to comply with its obligation under this Agreement to make its books and records available, notwithstanding the disputes over such matters may be subject to arbitration hereunder. Employees who are withdrawn from any Employer for the reasons stated in Section 8.1 shall be paid at straight time pay for up to ten (10) working days.

Section 8.2 The Employer agrees that there will be no lockout of Employees during the term of this Agreement.

Section 8.3 This no strike, no lockout commitment is based upon the agreement by both parties to be bound by the grievance and arbitration provisions of this Agreement.

ARTICLE 9

Grievance and Arbitration Procedure

Section 9.1 In the event of any dispute between parties of this Agreement as to the rights and/or obligations under this Agreement, a representative of Local 149 and a representative of the Employer shall be immediately notified. Every effort possible shall be made by these individuals to settle the dispute before the subsequent provisions of this Article are invoked.

Section 9.2 (a) In the event that a dispute is not settled under the provisions of Section 9.1, it shall be referred to the Joint Grievance Committee composed of three representatives of the Union and three representatives of the Association. Said Committee shall meet within two working days following receipt of written notice to the Union and to the Association from either of the parties to the dispute. The Joint Grievance Committee reserves the right to make the final decision in any dispute and final interpretation of any of the provisions of this Agreement.

Section 9.2 (b) The Joint Negotiating Committee for this Agreement shall also serve as the Joint Grievance Committee.

Section 9.3 (a) In the event a grievance is not satisfactorily settled by the Joint Grievance Committee within five (5) working days after having been first considered by such Joint Grievance Committee, the Union or the Association may elect to submit such grievance to impartial arbitration by notifying the other party and the affected Employer in writing to that effect.

The Union and the Association may mutually agree to a permanent impartial arbitrator. If they have not agreed to a permanent arbitrator, the Union and Association shall thereupon select a disinterested person to act as an impartial arbitrator for such grievance. If the Union and the Association cannot agree upon such impartial arbitrator within five (5) working days after a grievance has been referred to impartial arbitration, then such impartial arbitrator shall be selected from a list of five (5) arbitrators to be furnished by the American Arbitration Association, said selection to be effected by the parties alternatively striking names from such list and the person whose name remains on the list after four (4) having been stricken shall be the impartial arbitrator. Such selection of the impartial arbitrator shall be effected within five (5) days (excluding Saturdays, Sundays, and Holidays) after receipt of the list from the American Arbitration Association.

Section 9.3 (b) The decision or award of the impartial arbitrator shall be final and binding upon all parties. The impartial arbitrator shall have no authority to add to, subtract from or modify the terms of this Agreement.

Section 9.3 (c) Should the Grievance Committee fail to reach an agreement, each party to this Agreement shall bear the expense of preparing and presenting its own case. The fees and expenses of the arbitration shall be borne equally by the parties hereto. Any stenographic record or transcript shall be paid for by the party or parties ordering the transcript.

Section 9.3 (d) When the Grievance Committee does reach an agreement, and the grievance is submitted into arbitration, the party that submits the

grievance into arbitration will bear all expenses of both parties for attorney fees and arbitration costs should the decision of the Grievance Committee not be overturned by the Arbitrator.

Section 9.4 Any time limits provided in the grievance and arbitration procedure set forth in this Article may be waived or extended by mutual agreement between the Union and the Association.

Section 9.5 It shall not be a violation of this Agreement, or of the no strike clause, if members of Local 149 refuse to cross a lawful primary picket line. Where such a picket line has been set up every possible effort shall be made by the Business Representative to make arrangements which will permit the Employees subject to this Agreement to continue to work.

ARTICLE 10

Referral and Hiring Procedure

Section 10.1 In the referral of applicants, the Employer shall be the sole judge of the number of Employees required.

Section 10.2 (a) The Employer agrees to be bound by the referral practices in the local area.

Section 10.2 (b) A contractor may ask to review the out of work list (OOWL) and request a specific Member from the Union. Upon doing so, the contractor is committed to hiring a General Foreman (GF) or the first Member from that list along with any other Member on that same list. In either case, the contractor must provide established shift (as described in Section 12.1) employment to said Member(s) for a minimum of five (5) weeks, excluding Holidays. The Member(s) must work the hours in order to be paid for them. If taken as a GF and employment continues beyond five (5) weeks, the rate of pay shall be General Foreman's rate for a minimum of six months. Overtime hours remain at the Contractor's discretion.

Key terms and components:

- A contractor asks to see the list.
- The contractor must then hire a GF or the first Member along with any other Member on that same OOWL.

- The GF will be provided the opportunity to work a minimum of 40 hours/week (established shifts), excluding Holidays and unforeseeable conditions related to that project, for a minimum of five (5) weeks.
- Employment is no longer guaranteed after 5 weeks but the GF wage is guaranteed for a minimum of 6 months.
- When a contractor chooses not to hire a GF, they must hire the first Member on the OOWL and any other Member on that same OOWL.
- Both Members will be provided the opportunity to work a minimum of 40 hours/week (established shifts), excluding Holidays and unforeseeable conditions related to that project for a minimum of 5 weeks.

To be eligible for the General Foreman's position described above, the Member must have completed either the UA Foreman Training class, Supervision class provided by the Local 149 JAC or be STAR certified by the NITC.

- a. Stated courses must be completed within the previous four (4) years to be considered current.

Section 10.3 (a) The Employer shall request the Union to refer competent and skilled Journeyman, Apprentices, and/or helpers and, to the best of its ability, the Union will refer personnel qualified for the work for which they are requested.

Section 10.3 (b) The Union shall maintain a register of Journeyman applicants for employment established on the basis of the groups listed below. Each applicant for employment shall be registered in the highest priority group for which he qualifies, i.e. plumber, pipefitter, welder, etc.

GROUP 1 All applicants, Journeyman in the trade, who are residents within the area covered by this Agreement and who have had prior employment for an Employer signatory to a bargaining agreement between the parties hereto

GROUP 2 All applicants, Journeyman in the trade, who are residents of the local market, or

GROUP 3 All applicants, Journeyman in the trade.

Section 10.3 (c) The Union shall refer applicants to the Employer upon the Employer's request by first referring applicants from Group 1, in order of the dates they registered their availability for employment, then from Group 2, then from Group 3. The reverse of this order will take place when laying applicants off.

Section 10.4 The selection of applicants for referral to jobs shall be on a non-discriminatory basis and in accordance with the President's Executive Order 11246, as amended, and Title VII of the Civil Rights Act of 1964 and shall not be based on or in any way affected by, Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policy or requirement.

Section 10.5 The Employer shall retain the right to reject any applicant referred by the Union provided that the Employer shall not reject any applicant referred by the Union because of that applicant's Union membership or activities on behalf of the Union or because the applicant is a member of any group protected by any federal, state or local equal employment opportunity law, rule, regulation, or opinion.

Section 10.6 Applicants referred to the job shall report to an employment office established for the job site.

Section 10.7 (a) Selection and employment of the required number of Apprentices and the administration of the local Apprenticeship system shall be governed by the terms and the procedures established by the Joint Apprenticeship Committee.

Section 10.7 (b) The Joint Apprentice Committee may adjust the ratio of Apprentices to Journeymen.

Section 10.7 (c) A fifth-year Apprentice may work alone but may not supervise other persons.

Section 10.8 The Union agrees, to the best of its ability, to furnish to the Employer, at all times, duly qualified Journeyman, Apprentices and/or helpers in a sufficient number, as determined by the Employer, necessary to properly execute the work contracted by the Employer in the manner and under the terms specified in this Agreement.

Section 10.9 (a) If, upon request, the Local Union is unable within forty-eight (48) hours to supply Journeyman with special skills, the Employer may secure Journeyman from any other source.

Section 10.9 (b) When the Union is unable to provide qualified Employees after 48 hours, the Employer may, upon notification to the Local Union, hire probationary Employees for a period not to exceed one year, with a ten month Union/contractor review, for the purposes of evaluating the capabilities of the probationary Employee.

Section 10.10 Journeymen with special skills shall perform any work coming within the coverage of this Agreement.

Section 10.11 All U.A. members going to work within the jurisdiction of Local 149 shall first report to the Local Union office on the first day of employment before starting work.

Section 10.12 The Union agrees to indemnify and save harmless the Employer from any damage of any kind or nature whatsoever that the Employer shall be obligated to pay to a registrant or applicant as the sole result of the Union discriminating against a registrant or applicant in the management and operation of such hiring procedures, as outlined above. The Employer agrees to indemnify and save harmless the Union from any damage of any kind or nature whatsoever that the Union shall be obligated to pay to a registrant or applicant as the sole result of the Employer discriminating against any registrant or applicant in violation of any federal, state, or local

equal employment opportunity all, rule, regulation, or opinion or in violation of any federal, state, or local law, rule, regulation, or opinion pertaining in any way to the employment of Employees including, without limitation, the National Labor Relations Act and the Fair Labor Standards Act and their state and local counterparts.

ARTICLE 11

Wages

Section 11.1 The straight time hourly wage rate of pay per hour under this Agreement, commencing the 1st day of June, 2023, and continuing until the 31st day of May, 2028, shall be set forth in Article 3 of this Agreement.

Section 11.2 Apprentices shall serve a term of Apprenticeship as stipulated in their contract with the Apprenticeship Committee as determined by the Apprenticeship Committee.

Section 11.3 Contributions to fringe benefit funds shall be made on behalf of all new Apprentices starting from the first day of employment.

Section 11.4 It is the intent and purpose of this section that fringe benefit contributions on behalf of key Employees shall be paid to the fringe benefit funds of their home Local Unions and that there shall not be double payment of fringe benefit contributions to the funds of the home Local and funds of the Local in whose jurisdiction the key Employees are employed. When an Employer subject to this Agreement, whose principal place of business is within the geographical jurisdiction of this Agreement, sends a key Employee represented by the Union to a job outside the area covered by this Agreement, the Employee shall be paid the total economic package of the Local Union in whose jurisdiction he is working or of the Union party to this Agreement, whichever is higher. The fringe benefit contributions for such key Employees shall be those specified in the Agreement and shall be paid on behalf of such

key Employees by the Employer to the fringe benefits funds set forth in this Agreement. When an Employer who is subject to this Agreement, whose principal place of business is outside the geographical jurisdiction of this Agreement, brings in a key Employee to a job in the area covered by this Agreement, the key Employee shall be paid the total economic package of the Union party to this Agreement or of his home Local Union, whichever is higher. The fringe benefit contributions for such a key Employee shall be those specified in the Agreement of his home Local Union and shall be paid on behalf of such key Employee by the Employer to the fringe benefit funds set forth in the Agreement of his home Local Union.

ARTICLE 12

Hours of Work, Overtime, and Shift Work

Section 12.1 An established shift is a regular work day that shall begin between 6:00 am and 8:00 am, ending between 2:30 pm and 4:30 pm as established by the Employer. A regular workweek shall consist of five (5) regular work days beginning on Monday and ending on Friday. There shall be a one-quarter hour (15 minutes) paid break during every established regular work shift in addition to the one-half hour (30 minutes) off for lunch after a minimum of three (3) hours worked. The lunch time start is to be determined by the crew. Established shift hours shall not change once started. If plant operations, weather, or building trades conditions necessitate a change in starting or quitting time the Business Manager may, by mutual agreement with the Employer, amend this section.

Section 12.2 4/10's workweek will be from Monday through Thursday. Friday will be considered overtime and shall be paid at the rate of time and one half (1½ times) the regular wage rate for the first eight (8) hours. Friday, after eight (8) hours, Saturday and Sunday will be considered overtime and shall be paid at the rate of double (2 times) the regular wage rate. However, should a recognized holiday (Article 3, Section 3.5) fall on a Monday, Tuesday, Wednesday, or Thursday, then Friday will be used as the fourth day at the regular wage rate.

Should an Employee wish to work Friday as a make-up day, it will be at his/her option and paid at the regular wage rate. A Friday make up day may

be used when an Employee has missed work due to an illness, vacation, or anytime the Employee chose to take off. The Friday make-up day can only be worked in the same week as the missed day occurred.

A workday shall consist of ten hours between the hours of 6:00 A.M. and 5:30 P.M. with one half (½) hour of unpaid lunch. This lunch period shall be taken after five (5) hours have been worked.

Any hours worked after ten (10) on Monday through Thursday (or Friday should the holiday rule be in effect) shall be considered overtime and will be paid at double (2 times) the regular wage rate.

The 4/10's workweek may be performed at the option of the Employer, but when performed, it must continue for a period of not less than four (4) consecutive days starting with Monday.

When an Employee works a 4/10's workweek, his/her payday will be on Thursday.

The 4/10's workweek will not be used on prevailing wage work.

Section 12.3 (a) Shift work may be performed at the option of the Employer, but when performed it must continue for a period of not less than five (5) consecutive work days. Saturday and Sunday, if worked can be used for establishing the 5-day minimum shift work period. The work week for straight time shift purpose shall be considered to start with the beginning of the day shift on Monday and end with the completion of the second shift on Friday if only two shifts are worked. The first or day shift shall work a regular

eight (8) hour shift as outlined in Section 12.1. If two shifts are worked, the second shift shall be seven and one half (7 ½) hours for which each Employee shall receive pay for eight (8) hours, plus ten percent (10%). Work in excess of seven and one-half hours shall be paid at overtime rates, including the shift premium rate, in accordance with Article 3, Section 3.4 of this Agreement. If three shifts are worked, the third shift shall be seven (7) hours for which each Employee shall receive eight (8) hours pay, plus twenty percent (20%). Work in excess of seven (7) hours shall be paid at overtime rates, including the shift premium, in accordance with Article 3, Section 3.4 of this Agreement. The Employer and the Union Business Manager or Business Agent shall establish mutually acceptable hours considering, among other things, the schedule of shift work of the related crafts in the local Building Trades area in which the job is located. A lunch period of thirty (30) minutes shall be allowed on each shift.

Section 12.3 (b) In situations where a first shift cannot be worked, with verification from the Union, and a second shift is necessary, and where a Project Owner's scheduling does not conform to the times listed in Section 12.3(a), shift times shall be adjusted. All other conditions set forth in Article 12, Section 12.3 shall apply.

Section 12.3 (c) In situations where a rotating shift is required, with verification from the Union, the Employer will establish a rotating schedule in any specified work group that has more than one schedule of working hours per day.

To facilitate the rotation of shifts and the rotation of days off, a change in shift may be made with only eight (8) hours off between leaving one shift and returning to the next shift. Such changes will not result in overtime pay if they are made in accordance with an established rotating schedule. Notice of at least forty-eight (48) hours shall be given prior to the change. If notice is not given within this time period, Employees shall be paid at the overtime rate on the first day of the new schedule.

Section 12.4 The following holidays, if worked, shall be paid for at the applicable rate set forth in Article 3, Section 3.4: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day (November 11th), Thanksgiving Day, and Christmas Day. Holidays with conflicting State and Federal dates shall be decided by the Grievance Committee. If holidays fall on Saturday, they will be recognized on Friday. If holidays fall on Sunday, they will be recognized on Monday.

ARTICLE 13

Payday, Accountability, and Termination

Section 13.1 Each Employer shall pay his Employees on or before five (5) days after the end of each payroll period. When Employees are laid off or discharged, they shall be paid in full at the time of termination of employment. If an Employee quits, he will be paid in full at the end of the next regular pay period. When an Employee does not receive his pay on the designated day, he shall receive an additional eight (8) hours straight time pay for each day his pay is late. All pay periods end on Sunday, midnight.

Section 13.2 Each Employer shall provide each Employee with a weekly record showing total hours worked and deductions made from that Employee's gross pay.

Section 13.3 The Employer will notify the Employee, or the Employee will notify the Employer, two (2) hours in advance of his intention to terminate his or their employment.

Section 13.4 The Employee will account for all tools, issued properties, and materials belonging to the Employer upon termination of employment.

Section 13.5 Employees may only be terminated for just cause. Upon termination, the Employer will make out a notice of termination slip setting forth the reason for termination, giving one copy to the Union and one copy for the Employer's file.

Section 13.6 All contractors performing work in the territorial jurisdiction of Local Union 149 less than five (5) years (sixty consecutive months) and all new contractors shall be required to obtain, maintain in full force and effect, and keep on file with the Union a bond to secure all monetary obligations required of the Employer by this agreement pursuant to the following schedule:

<u>Number of Employees</u>	<u>Amount of Bond</u>
0-2	\$20,000
3-5	\$50,000
6-7	\$70,000
8-10	\$100,000
11-12	\$120,000
13 or more	\$250,000

The Union may withdraw its members from any Employer who, within ten days after the receipt of written notice from the Union, fails to obtain, maintain in full force and effect, and keep on file with the Union the bond required by this section. Any withdrawal of Employees shall not be considered a violation of this agreement on the part of the Union and shall not be subject to arbitration. In no event will members of the Union be permitted to work for an Employer who does not fulfill the requirements and obligations set forth in this section.

An Employer who fails to comply with the obligations set forth in this section shall also be liable to the Employees, Union, trust funds, and other entities as the case may be, for payment of liquidated damages in the amounts equal to

the monetary obligations due and owing them or any of them which the bond required by this section is designed to secure. The joint grievance committee shall have the power to award liquidated damages in any proceeding which involves a violation of this section and any awarded liquidated damages shall be in addition to any and all remedies available for violations of any other provision of this agreement or under any law of the state of Illinois or the United States.

ARTICLE 14

Supervision

Section 14.1 The selection of Foreman, General Foreman and Superintendent shall be the responsibility of the Employer. No supervision shall be required for residential or commercial service and repair work.

Section 14.2 The chart set forth to this agreement reflects how Employees will be referred to an Employer by the Union:

Employees				Employees						
1	J			24	F+8J	F+8J	G+5J			
2	F+1J			25	F+8J	F+8J	G+6J			
3	F+2J			26	F+8J	F+8J	G+7J			
4	F+3J			27	F+8J	F+8J	G+8J			
5	F+4J			28	F+8J	F+8J	G+8J	G		
6	F+5J			29	F+8J	F+8J	G+8J	G+1		
7	F+6J			30	F+8J	F+8J	G+8J	G+2		
8	F+7J			31	F+8J	F+8J	G+8J	G+3J		
9	F+8J			32	F+8J	F+8J	G+8J	G+4J		
10	F+8J	G		33	F+8J	F+8J	G+8J	G+5J		
11	F+8J	G+1J		34	F+8J	F+8J	G+8J	G+6J		
12	F+8J	G+2J		35	F+8J	F+8J	G+8J	G+7J		
13	F+8J	G+3J		36	F+8J	F+8J	G+8J	G+8J		
14	F+8J	G+4J		37	F+8J	F+8J	G+8J	F+8J	G	
15	F+8J	G+5J		38	F+8J	F+8J	G+8J	F+8J	G+1J	
16	F+8J	G+6J		39	F+8J	F+8J	G+8J	F+8J	G+2J	
17	F+8J	G+7J		40	F+8J	F+8J	G+8J	F+8J	G+3J	
18	F+8J	G+8J		41	F+8J	F+8J	G+8J	F+8J	G+4J	
19	F+8J	F+8J	G	42	F+8J	F+8J	G+8J	F+8J	G+5J	
20	F+8J	F+8J	G+1J	43	F+8J	F+8J	G+8J	F+8J	G+6J	
21	F+8J	F+8J	G+2J	44	F+8J	F+8J	G+8J	F+8J	G+7J	
22	F+8J	F+8J	G+3J	45	F+8J	F+8J	G+8J	F+8J	G+8J	
23	F+8J	F+8J	G+4J	46	F+8J	F+8J	G+8J	F+8J	F+8J	G S

ARTICLE 15

Union Dues

Section 15.1 Each Employer covered by this Agreement shall deduct Union dues from the wage rate and pay to Local 149 the sum of 4.5% of gross wages for all Employees covered by this Agreement. These payments shall be made not later than the 10th day of each month following the month for which payment is being made.

Section 15.2 Employers will deduct social security, federal and state income taxes on Union dues, which shall be considered as gross weekly wages.

Section 15.3 The Union shall furnish the Employer with signed authorization for all deductions made.

ARTICLE 16

Health and Welfare Fund

Section 16.1 Each Employer covered by this Agreement shall pay to the East Central Illinois Pipe Trades Health and Welfare Fund the sum of (refer to Article 3, Economic Package) for each hour worked by and for all Employees covered by this Agreement. These payments shall be made not later than the 10th day of each month following the month for which payment is being made.

ARTICLE 17

Pension Fund

Section 17.1 Each Employer covered by this Agreement shall pay to the National Pension Fund the sum of (refer to Article 3, Economic Package) for each hour worked by and for all Employees covered by this Agreement. These payments shall be made not later than the 10th day of each month following the month for which payment is being made.

Section 17.2 Each Employer covered by this Agreement shall pay to the East Central Illinois Pipe Trades Pension Fund the sum of (refer to Article 3, Economic Package) for each hour worked by and for all Employees covered by this Agreement. These payments shall be made no later than the 10th day of each month following the month for which payment is being made.

Apprentice contribution rates shall mirror the ratio of pay scale.

First Year	45%
Second Year	55%
Third Year	65%
Fourth Year	75%
Fifth Year	85%

Section 17.3 The parties to this Agreement and all Employers covered hereby agree to be bound by all of the terms of the Plumbers and Pipefitters National Pension Fund that was established under an Agreement and Declaration of Trust, dated July 23, 1968, governing the establishment, administration and operation of the said Pension Plan, and of the Pension Plan established thereunder, as amended from time to time, and further agree to be bound by all of the actions, rules, and regulations heretofore adopted by the Trustees in accordance with such Trust Agreement. The Employers and the Union hereby ratify all of the actions already taken or to be taken by such Trustees within the scope of their authority. The Plumbers and Pipefitters National Pension Fund Amended Standard Form of Participation Agreement as set forth in Appendix B is incorporated herein and made a part of this Agreement.

Section 17.4

It is the mutual goal of the Association and UA 149 that the East Central Illinois Pension Fund continue toward achieving and maintaining an estimated funding level between 100% and 105%. The actuarial consultant shall continue to use the required assumptions currently provided by the Trustees to determine the said funding level. Local 149 agrees to explore any and all options to reduce contractor liability to the fund without reducing participant benefits.

Should the funding level within the annual actuarial valuation report drop below 92.5% or the Trustees to the East Central Illinois Pension Fund, at the recommendation of the fund professionals, deem it necessary to increase the current funding level in any plan year, the Union agrees to allocate additional funding for the following bargaining year beginning June 1.

ARTICLE 18

Education Fund

Section 18.1 (a) Each Employer covered by this Agreement shall pay 3.6% of the current Journeyman wage rate (refer to Article 3, Economic Package) for each hour worked by and for all Employees covered by this Agreement. These payments shall be made no later than the 10th day of each month following the month for which payment is being made.

Section 18.1 (b) Payments received by this Fund shall be used for purpose of conducting training programs for Journeymen, Apprentices, and any other category of Employees covered by this Agreement and for the hiring and employment of training coordinators and instructors who are to conduct such programs.

ARTICLE 19

401-k Savings and Employer Contribution

Section 19.1 The Employer shall deduct and pay into the East Central Illinois Pipe Trades 401-k Fund an amount of \$1.00, \$2.00, \$3.00, \$4.00, \$5.00, \$6.00, \$7.00, \$8.00, \$9.00, or \$10.00 per hour for each Employee who shall furnish the Union a document acknowledging their participation in said Savings Plan. This document shall be made available upon request to the Employer. In the event the IRS or any other Federal or State Agency holds that said Savings Plan is not qualified then the amount shall be added to the wages of the Employees.

Section 19.2 (a) Each Employer covered by this Agreement shall pay to the Employer Contribution Fund the sum of (refer to Article 3, Economic Package) per hour for each hour worked by and for all Employees covered by this Agreement. These payments shall be made not later than the 10th day of each month following the month for which payment is being made.

Section 19.2 (b) Payments received by this Fund shall be used for the purpose of promoting the Plumbing and Pipe Fitting Industry.

ARTICLE 20

International Training Fund

Section 20.1(a) Continuing for the duration of this Collective Bargaining Agreement during any negotiations for a successor to this Collective Bargaining Agreement, the Employer agrees to contribute to the International Training Fund ten cents (\$0.10) for each hour, or portion thereof, for which an Employee works. (Each hour shall be counted as one regular hour for which contributions are payable.)

Section 20.1(b) Contributions set forth in subparagraph (a) shall be paid starting with the Employee's first day of employment in a job classification covered by this Collective Bargaining Agreement.

Section 20.1 (c) The payments required by subparagraph (a) shall be made to the "International Training Fund" maintained under a Restated Agreement and Declaration of Trust ("Trust"). The Employer agrees to be bound by all terms and conditions of the Trust and the terms of the Trust are incorporated into this Collective Bargaining Agreement by reference. The Employer ratifies, accepts, and designates as its representative the Employer Trustees serving under the terms of the Trust as well as such future Employer Trustees who may be appointed pursuant to the terms of the Trust. The Employer hereby acknowledges receipt of a copy of the Trust.

Section 20.1 (d) It is agreed that all contributions shall be made at such time and in such manner as the Trustees require and the Trustees shall have

authority to retain an accountant or accounting firm to perform payroll audits of the Employer to determine whether the correct amount of contributions have been made or to determine whether contributions have been made on behalf of all Employees covered by the Collective Bargaining Agreement.

Section 20.1(e) If an Employer fails to make contributions as set forth in subparagraph (a) within 15 days of the end of the month during which the work was performed, the Union shall have the right to take whatever steps are necessary to secure compliance, any provision of this Collective Bargaining Agreement to the contrary notwithstanding. In addition, the Employer shall be liable for interest and liquidated damages as provided in the Trust. If a lawsuit is filed, the Employer shall also be liable for all costs and expenses of collecting payments due, together with attorneys' fees, audit costs, and court costs. The Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure or the "no strike" clause provided under the Collective Bargaining Agreement.

ARTICLE 21

Substance Abuse Policy

Section 21.1 Employers signatory to this agreement and the Plumbers & Steamfitters Local 149 shall be bound to the rules of and procedures outlined in the East Central Illinois PHCC Contractors Association and UA Local 149 Substance Abuse Policy which prohibit the use of illegal drugs, the abuse of alcohol or controlled substances, and the use of illegal drugs or alcohol during working hours or on the job site. Reporting to work under the influence, bringing onto the worksite unauthorized drugs, controlled substances, alcoholic beverage, or drug paraphernalia is absolutely forbidden.

Section 21.2 The purpose of this policy shall be to help participants in need of assistance, ensure a safe work place, and to further our position as the industry leader in the piping field. Each contractor signatory to this agreement shall pay to the Substance Abuse Prevention Corporation of East Central Illinois (refer to Article 3, Economic Package) for each hour worked by and for all Employees covered by this agreement. The sole purpose of this corporation is to pay the costs incurred by the above stated policy. The officers of this corporation shall be made up of two (2) contractor representatives and two (2) Union representatives. The officers of this corporation shall be responsible for financial matters only and will have no responsibility or authority with regard to the substance abuse policy.

Section 21.3 The parties to this Agreement and all Employers covered hereby agree to be bound by all of the terms of the Substance Abuse

Prevention Corporation of East Central Illinois as amended from time to time, and further agree to be bound by all of the actions, rules, and regulations heretofore adopted by the officers of this Corporation.

ARTICLE 22

Jointly Administered Fringe Benefit Funds

Section 22.1 The Association and the Union and all other Employers covered by this Agreement agree to be bound by all the terms of the Trust Agreements creating the Welfare Fund, the Pension Funds, Education Fund, and any other jointly administered fringe benefit funds established pursuant to Section 302 of the Labor-Management Relations Act of 1947, as amended, and by all of the actions and rules of the Trustees administering such funds in accordance with the Trust Agreements and regulations of the Trustees, provided that such Trust Agreements, actions, regulations, and rules shall not be inconsistent with this Agreement. Each Employer covered by this Agreement hereby accepts the Trustees appointed under and in accordance with such Trust Agreements. The Employers and the Union hereby ratify all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 22.2 The Trustees of the respective Funds are hereby authorized to establish a schedule of liquidated damages to be assessed against and to be paid by any Employer who fails to make timely payments to said funds in accordance with the provisions of this Agreement.

Section 22.3 The Trustees or administrators or officers or directors, respectively, of the several Funds (to which funds payments were required to be made by Employers under this Agreement) may, for the purpose of collecting any payments required to be made to such Funds, including damages and costs, and for the purpose of enforcing rules of the Trustees or

directors concerning the inspection and audit of payroll records, seek any appropriate legal, equitable, and administrative relief and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement. In the event it becomes necessary to initiate any such authorized action against any Employer, such Employer shall be obligated to pay to the respective funds and all expenses incurred by the trustees in such action, including reasonable attorney's fees.

Section 22.4 Upon being advised by the administrative officer of the benefits funds that an Employer is delinquent in payments to be made for a period of more than ten (10) days the Union shall be authorized to remove the Employees from the job or shop of any such Employer notwithstanding the provisions of Article 8, Section 8.1, of this Agreement. It is specifically agreed to between the Union and the Employer that the Employer in addition to what other penalties are imposed by the Benefit Funds that the Employer shall pay at the rate of eight (8) hours per day for all of the Employees for each day that the Employees are not on the job due to the Employer's noncompliance with the payment of fringe benefits.

Section 22.5 Any Employer who has any time within the life of this Agreement been delinquent for two (2) consecutive months in his payments of any contributions, fringe benefits, or deductions required to be made under this Agreement shall, upon notification by the respective Trustees or officers, procure a bond in an amount determined by said Trustees or officers insuring the payment of deductions or contributions to the respective funds

enumerated in this Agreement. Such bond is to be procured from an insurance company licensed to do business in Illinois. If such bond cannot be procured, a cash bond must be substituted.

Section 22.6 The Employer shall submit, on forms furnished by the Union, the names, Social Security Numbers, hours worked by each Employee and such other information that may be necessary to properly credit Employees for the payments made in their behalf to all of the fringe benefit funds.

ARTICLE 23

Work Rules and Miscellaneous Provisions

Section 23.1 The following working rules are applicable to all work covered by this agreement:

(a) The selection of craft foremen and general foremen shall be entirely the responsibility of the Employer, it being understood that, in the selection of such foremen, the Employer will give primary consideration to the qualified men available in the local area. After giving such consideration, the Employer may select such men from other areas, but shall first notify the Business Manager of the Union. Foremen and general foremen shall take orders from individuals designated by the Employer, it being understood that the normal chain of command shall be adhered to as nearly as possible.

(b) There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trade and shall work under the supervision of the craft foreman. There shall be no restriction on efficient use of manpower other than as may be required by safety regulations, provided however, legitimate manning practices that are a part of national or local agreements shall be followed.

(c) Security procedures for control of tools, equipment, and materials are solely the responsibility of the Employer.

(d) Workmen shall be at their place of work at the starting time and shall remain at their place of work performing their assigned functions under the supervision of the Employer until the quitting time. The parties reaffirm the policy of a fair day's work for a fair day's wages.

(e) Practices not a part of the terms and conditions of the Collective Bargaining Agreement will not be tolerated.

(f) Slowdowns, stand-by crews and featherbedding practices will not be tolerated.

(g) A steward shall be a qualified workman performing work of his craft and shall exercise no supervisory functions. There shall be no non-working stewards. It shall be the duty of all stewards to properly police and protect the work jurisdiction of the United Association and the Local Union and to process and adjust, if possible, any grievance or complaint arising out of any violation of this Agreement and/or By-Laws of Local 149. When the steward is unable to adjust any complaint or grievance or observes any violation of the Agreement and/or Laws and By-Laws, he shall report immediately to the Business Manager of the Local Union. Stewards shall at all times attempt to promote a good relationship between the members of the Local Union and the members and the Employer. For all contractors contracting for work within the jurisdiction of the Union, the Business Manager shall be empowered to appoint or remove stewards at his discretion. At no time shall a steward be discriminated against because of faithful performance of his duties.

It is understood that the Steward is the Business Manager's representative of any project and shall remain on any project until such time the manpower is reduced to two (2) Employees including the steward. Any deviation from this will be at the Business Manager's discretion.

Note: This does not mean that because a member is serving as a steward, he cannot be promoted to foreman. If and when a steward is promoted to foreman, he shall inform the Business Manager as soon as possible so another steward can be appointed.

(h) There will be no work stoppages unless agreed to by the Contractor and the Union. Work stoppages covered by Sections 23.2, 23.3, and 23.4 would be exceptions.

(i) When a Local Union does not furnish qualified workmen within forty-eight (48) hours (Saturday, Sunday and holidays excluded), the Employer shall be free to obtain workmen from any source.

(j) It is agreed that overtime is undesirable and not in the best interest of the industry or the craftsmen. Therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances demand overtime, such overtime will be kept at a minimum.

(k) If the Employer so elects, he may work shift work at a rate negotiated in the applicable Agreement. The Employer shall determine the crafts and number of men to be assigned to each of the shifts as established.

(l) All work of the Employer shall be performed under safety conditions which must conform to local, state, and federal regulations.

(m) All tools are to be furnished by the Employer, except pliers and rulers, including all safety welding equipment and protective clothing for Employees who work as welders or in acids and chemicals.

(n) Employees shall have a dry, warm place to change clothes and eat their lunch.

(o) No Employee covered by this Agreement shall be assigned to do ammonia work by himself.

(p) No one shall do welding without a member of the United Association in reasonable proximity to the task for safety reasons.

(q) A welder, when not engaged in welding, will be expected to accomplish the normal work of a pipefitter.

(r) Tunnel work shall be adequately ventilated and lighted.

(s) A practical mechanical installation of all work shall be done in accordance with the laws and ordinances of the State of Illinois and the cities in which the work is accomplished.

(t) On temporary heat on new construction projects, the heating contractor (Employer) and/or Employees covered under the terms of this Agreement shall operate all steam boilers and all steam systems regardless of operating pressure; all water heating boilers and hot water heating systems; all gas or oil fired heaters for temporary heating; and all refrigeration and air conditioning equipment when the aforementioned units and systems are operated prior to the acceptance of the units or systems by the owner or his agent or when such work is deemed necessary for the completion of any and all construction projects or in the event to protect the health and safety of the Employees.

(u) Prior to the start of any industrial or commercial project, the Employer shall hold a pre-job conference with the Union and agree to furnish information regarding contract provisions with the customer or owner. Assignment of work at a pre-job conference shall be considered as an original assignment. The Employer shall be responsible for including all work so assigned in his contract before starting the job.

(v) All contractors contracting for work within the jurisdiction of the Union will be allowed one (1) Employer's working supervisor per project. As soon as the Employer's working supervisor starts on the jobsite, a member of the Local Union shall be employed as Foreman. A local Employee shall remain on the job for the duration of project;

and if overtime is worked by the contractor's supervisor, a local employee shall also work the overtime.

(w) Injuries on the Job

Any Employee covered by this agreement who is injured as a result of a work-related accident and is required to obtain emergency medical aid for such injury, shall be reimbursed for the time spent in obtaining this emergency medical aid by his/her Employer. The reimbursement may be at straight time rates.

(x) Each Employer covered by this Agreement shall comply with all plumbing codes in the various municipalities in which that Employer is working.

(y) With respect to reporting accidents, it shall be the duty of the Employee and charged to report personally to both the Union and Employer, accidents which may occur only on the job where members are employed.

(z) Each Employer bound by the terms of this Agreement shall promulgate, post, and enforce policies forbidding sexual harassment and discrimination based on race, color, religion, creed, national origin, sex, ancestry, age, disability, marital status or in any other legally protected category or status.

(aa) If job specifications require testing of any sort, the contractor will notify the Union of such tests and the Union will notify each member of these required tests prior to referring them. If a member chooses to not take the test he/she will not be referred to the contractor.

(bb) Employees shall not bring personal cell phones to jobsites or conduct personal business on company time without approval of supervision. No Employee can use their personal cell phone for company use.

Section 23.2 An Employee, after being hired and reporting for work at the regular starting time and for whom no work is provided shall receive pay for the two (2) hours at the basic straight time hourly rate of wages, unless he has been notified before leaving his home not to report and any Employee who reports for work, and for whom work is provided shall receive not less than four (4) hours pay and if more than four (4) hours are worked in any one day, he shall receive pay for the total hours worked. However, exceptions shall be when strike conditions make it impossible to put such an Employee to work, or when stoppage of work is occasioned thereby, or when an Employee leaves work on his own accord. When the conditions set forth in this paragraph occur on an overtime day or on shift work, the premium rate shall be paid.

Section 23.3 An Employee reporting for work at the regular starting time at a shop or job, and for whom no work is available due to weather conditions, will receive two (2) hours pay for reporting time. To be eligible to receive

such reporting pay, the Employee must check in at the job or shop at the regular starting time and remain there for two (2) hours. In order to qualify for the pay provided for in this Article, the Employee must remain on the job available for work during the period of time for which he receives pay unless released sooner by the Employer's principal supervisor. After starting to work and work is stopped because of weather conditions, the Employee shall receive pay for not less than two (2) hour increments. The Employer shall have sole responsibility to determine availability of work due to weather conditions. When the conditions set forth in this paragraph occur on an overtime day or on shift work, the premium rate shall be paid.

Section 23.4 In such cases when an Employer considers it necessary to shut down a job to avoid the possible loss of human life because of an emergency situation that could endanger the life and safety of an Employee, Employees will be compensated only for the actual time worked.

Section 23.5 (a) On work outside the jurisdiction covered by this Agreement, when at such distance to make it impractical to go and return each day, the room, board, and one round trip fare shall be paid by the party of the first part. When the distance is less than a sixty (60) mile radius of the Local 149 Union Hall, the workmen are to report directly to the work site for their established shift. When the distance is beyond sixty (60) miles but still practical to go and return each day, the Members are to report to the office in sufficient time to be driven to the job in time to begin their established shift. Said Members shall be paid straight time while traveling to work beyond a sixty (60) mile

radius from the current Local 149 Union Hall and outside the jurisdiction covered by this Agreement.

Section 23.5 (b) The Employer shall furnish all transportation required in jobbing work or in moving from one job to another during working hours with the following exceptions:

Section 23.5 (c) At the option of the Employee and for his own personal convenience, an Employee may use his own vehicle for the purpose of moving himself from one job to another job, but only one time during a working day and for his own transportation.

Section 23.5 (d) Journeyman members who use their personal automobiles for work as allowed by the U.A. Constitution shall be paid a per diem rate of \$25.00 per day plus \$.50 per mile. This is to cover conditions of pneumatic control fitters as outlined in the National Agreement.

ARTICLE 24

Fabrication

Section 24.1 The parties agree that this Article is a material and substantial part of this Agreement establishing terms of employment and that the breach of any provisions of this Article constitutes a substantial breach of this Agreement. The parties agree that, upon a breach of this Article, either party may, at its option, seek enforcement by judicial determination or by other judicial relief that it deems appropriate or it may submit the violation of this Article to arbitration in accordance with Article 9.

Section 24.2 All work within the trade or work jurisdiction of the Union as provided by Article 7 and Appendix A to this Agreement will be fabricated on the job or in a shop within the territorial jurisdiction of the Union only by Journeyman and Apprentice Employees who are covered by this Agreement and who are receiving Building Trades rates of pay and working under the conditions set forth in this Agreement.

ARTICLE 25

Subcontracting

Section 25.1 The Employer agrees that he will not subcontract or sublet out any work covered in Article 7 to be performed at the site of the construction, repair, or alteration unless the Employer to whom the work is subcontracted or sublet is signatory to this Agreement.

Section 25.2 Any work not covered by this Agreement may only be sublet to a contractor who is signatory with a Local Union affiliated with the AFL-CIO unless such work is of such a specialized nature that there is no one within reasonable accessibility who can perform comparable tasks. When this is the case, the contractor selected must be approved by both parties.

ARTICLE 26

Duration, Termination, and Renewal of Agreement

Section 26.1 This Agreement, which is in force and effect until May 31, 2028, shall automatically renew itself for an additional period of one (1) year from the termination date hereof unless either party serves written notice upon the other sixty (60) days prior to its expiration date requesting that it be amended or terminated. The other party shall reply to any demands or requests contained in such notice at least thirty (30) days prior to the expiration date of this Agreement. In the event that such notice is given by the Union, the same shall also constitute the sixty (60) days strike notice required by the Taft-Hartley Act.

Section 26.2 The Union agrees that it will use its best efforts when negotiating labor agreements with contracting Employers not covered by this Agreement to have such labor agreements provide for wages, hours, and other conditions of employment that are economically equivalent to those provided for in this Agreement. It being understood, however, that the Business Manager may negotiate special agreements covering residential work, gas distribution systems, off site water and sewer lines, sewage treatment plants, and other special phases of the plumbing and pipe fitting industry. In all such cases, the Association may individually or collectively have the option to become parties to said agreements.

Section 26.3 If any term or provision of these articles of agreement is, at any time during the term thereof, in conflict with any applicable, valid Federal or

State law, such term or provision shall continue in effect only to the extent permitted by such law. If at any time thereafter, such term or provision, as originally embodied in these articles of agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of these articles of agreement.

ARTICLE 27

Vehicle and Background Policies

Section 27.1 The Employer shall retain the right to reject or revoke vehicle privileges of Local 149 Employees based on the following criteria. The Employer may not, however, unreasonably withhold vehicle privileges from an Employee.

The use of Employer vehicles by Local 149 Employees is contingent upon the following criteria:

- The Employee agrees to authorize access to motor vehicle record reporting pursuant to the provisions of the Illinois Vehicle Code, including the information furnished from the Employee's driver's license file, as deemed necessary by the Employer.
- The Employer agrees to adhere to the strictest standards of confidentiality with respect to Employee information obtained by the Employer.
- Local 149 Employees will immediately report all work-related accidents to the Employer and shall immediately report a suspension or revocation of driving privileges to the Employer.

It is expressly understood that the above criteria relates only to the Employee's vehicle privileges and shall not serve as a basis for discipline. In no event shall an Employee be required to have driving privileges or a driver's license as a condition of employment.

Section 27.2 Background Check Policy

In the interest of public good, the Employer may conduct background checks on Service Technicians as deemed necessary.

The Employer may also conduct background checks for construction projects upon written request of the customer.

An employer may directly, or through the use of “consumer reporting agency” (as defined in the Fair Credit Reporting Act “FCRA”)

- Obtain criminal conviction records (non-juvenile and within the past seven years);
- Obtain driving records (when the Employee’s duties include or are expected to include operation of a company vehicle);
- Conduct a Social Security trace;
- Verify references;
- Verify employment history; and
- Any other information as may be required in writing by the Customer.

1. An Employer may not conduct a personal credit check or an investigative consumer report that would provide information on an individual’s character, general reputation, personal characteristics, or mode of living.
2. Individuals for whom a background check is conducted may be required to execute an Authorization Form allowing such background check. Such

authorizations shall not require any individual to waive rights available to him under the FCRA or other applicable law or to relieve an Employer of liability under the FCRA or applicable law in connection with such background check.

3. Individuals shall be provided, upon request, with a complete and accurate disclosure of the nature and scope of the background check and a copy of any report (free of charge) prepared with respect to the individual.
4. If an Employer takes adverse action against an individual based on a background check, the Employer must notify the individual that adverse action has been taken for this reason and must provide the individual with the opportunity to appeal that decision. The Employer will also provide a written notice of his rights under FCRA and any other applicable law. Adversely affected Employees will have access to the Agreement's grievance and arbitration provisions.
5. All background checks shall comply fully with applicable law, including but not limited to the FCRA.

ARTICLE 28

Successors and Assigns and Employer Entities Bound

This agreement is binding on the Employer or regardless of whether he or it changes the name or address of his or its business and upon any other business entity within the trade and territorial jurisdiction of the Union which is owned, managed, controlled, and/or operated by the Employer or its principles or any of them.

This agreement shall be equally binding on the Employer and his or its successors and assigns and it is the intent of the parties that this Agreement shall remain in effect for its full term and bind the successors of the respective parties. It is agreed that in the event of any sale, merger, acquisition, consolidation, or any other transfer of the Employer's business, the Employer shall make it a condition of such transfer that the transferee shall be bound by the terms of this Agreement. Any agreement or contract by which any such transfer is accomplished shall also provide that the transferee shall be bound by the terms of this Agreement. The Employer shall give the Union written notice of any such transfer at least ten (10) days prior to the closing date of the transfer and specifically advised the Union in this notice that he or it has complied with the provisions of this article.

ARTICLE 29

Safety

It is the goal of this Union and the Employers to provide the safest possible working conditions for our Employees, our customers, and the general public. Safety is on everyone's job description. No safety program can be effective unless each Employee and Employer does his part to contribute.

It is the Employer's responsibility to provide a Company Safety Policy (Program). It is the Employee's responsibility to abide by this policy. Safety is more than a goal; it is a condition of employment that every Employee must embrace. Failure to abide by all applicable policies and procedures will result in disciplinary action up to and including dismissal.

ARTICLE 30

The UA Standard of Excellence

Section 30.1 The UA Standard of Excellence Local 149 Member Responsibilities:

- Arrive on time, ready to work, every day
- Adhere to starting and quitting times, including lunch and break periods (cell phone use is not to take place except during lunch)
- Respect and care for the tools and equipment owned by the Employer
- Use UA and Local training and certification programs to ensure UA members are the most highly-trained, sought-after workers
- Be responsible and fit for duty, maintaining a zero tolerance for substance abuse
- Be efficient and productive, keeping inactive time to a minimum
- Work safely toward on-time completion of the project in an auspicious manner
- Respect the customer's property at all times
- Dress appropriately for a day of work in a highly skilled trade
- Respect and follow customer policies and rules
- Follow safe, reasonable, and legitimate management directives

Section 30.2 The UA Standard of Excellence Employer Responsibilities:

- Replace and return to the referral hall ineffective superintendents, general foremen, foremen, journeyworkers, and apprentices
- Provide recognition for a job well done
- Make all necessary tools and equipment readily available to Employees
- Make pertinent info and material needed available in a timely manner
- Provide leadership and problem-solving skills to job-site supervision
- Ensure job-site leadership takes responsibility for mistakes created by management decisions
- Be consistent and fair with disciplinary action when necessary
- Create and maintain a safe working environment
- Promote and support continued training
- Properly man projects to perform safe projects
- Treat Employees in a respectful, dignified manner
- Cooperate and communicate with Local Union representatives

Article 31

Agreement Formatting and Distribution

In addition to a physical copy, the executed collective bargaining agreement shall be made available to the Association for distribution and reference in electronic form. A clean document in Microsoft Word and a PDF version capturing the original wet signature is required within 30 days from date of execution.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed this 5th day of May, 2023, by its proper officers.

**PLUMBING, HEATING, AND COOLING
CONTRACTORS ASSOCIATION OF CENTRAL ILLINOIS**

PLUMBERS AND PIPEFITTERS LOCAL UNION 149

APPENDIX A

This Agreement shall apply to and cover all Employees of an Employer employed to perform or performing plumbing, heating, and piping work as listed hereinafter within the geographical jurisdiction allocated to the local Union by the United Association.

1. All piping for plumbing, water, waste, floor drains, drain grates, supply, leader, soil pipe, grease traps, sewage and vent lines
2. All piping for water filters, water softeners, water meters, and the setting of same
3. All cold, hot, and circulating water lines; piping for house pumps, cellar drains, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures, and appliances and the handling and setting of the above mentioned equipment
4. All water services from mains to buildings, including water meters and water meter foundation
5. All water mains from whatever source, including branches and fire hydrants, etc.
6. All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc.

7. All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and washrooms, shower stalls, etc.
8. All bathroom, toilet room, and shower room accessories, i.e., towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.
9. All lawn sprinkler work, including piping, fittings, and lawn sprinkler heads
10. All sheet lead lining for X-ray rooms, fountains, swimming pools, or shower stalls; tanks and vats for all purposes and for roof flashings in connection with pipe fitting industry
11. All fire stand pipes, fire pumps, pressure, and storage tanks; valves, hose racks, fire hose, cabinets and accessories; and all piping for sprinkler work of every description
12. All block tin coils, carbonic gas piping, for soda fountains and bars, etc.
13. All piping for railing work, and racks of every description, whether screwed or welded
14. All piping for pneumatic vacuum cleaning systems of every description
15. All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil, or gas used in connection with railway cars, railway motor cars, and railway locomotives

16. All marine piping and all piping used in connection with ship building and ship yards
17. All power plant piping of every description
18. The handling, assembling, and erecting of all economizers, superheaters regardless of the mode or method of making joints, hangars, and erection of same
19. All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs, and water grates, boiler compound equipment, etc.
20. All soot blowers and soot collecting piping systems
21. The setting, erecting, and piping, for all smoke consuming and smoke washing and regulating devices
22. The setting, erecting, and piping of instruments, measuring devices, thermostatic controls, gauge boards, and other controls used in connection with power, heating, refrigerating, air conditioning, manufacturing, mining, and industrial work
23. The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers, and all piping for same in power houses; distributing and boosting stations, refrigeration, bottling, distilling, and brewing plants, heating, ventilating, and air conditioning systems

24. All piping for artificial gases, natural gases, and holders and equipment for same; chemicals, minerals and by-products, and refining of same for any and all purposes
25. The setting and erecting of all underfeed stokers, fuel burners, and piping including gas, oil, power fuel, hot and cold air piping, and all accessories and parts of burners and stokers, etc.
26. All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.
27. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, and mixing devices, and piping thereof of every description
28. The setting, erecting and piping of all cooling units, chilled beams, pumps, reclaiming systems, and appurtenances in connection with transformers and piping to switches of every description.
29. All fire extinguishing systems and piping whether by water, steam, gas or chemical, fire alarm piping and control tubing, etc.
30. All piping for sterilizing, chemical treatment, deodorizing, and all cleaning systems of every description and laundries for all purposes
31. All piping for oil, or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.

32. All piping for power or heating purposes, either by water, air, steam, gas, oil, chemical, or any other method
33. All piping, setting, and hanging of all units and fixtures for air conditioning, cooling, heating, roof cooling, refrigerating, ice making, humidifying, dehumidifying, dehydrating by any method and the changing, testing, and servicing of all work after completion
34. All pneumatic tube work and all piping for carrying systems by vacuum, compressed air, steam, water, or any other method
35. All piping to stoves, fire grates, blast and heating furnaces, ovens, dryers, heaters, oil burners, stokers, boilers and cooling utensils, etc. of every description
36. All piping in connection with central distributing filtration treatment stations, boosting station, waste and sewage disposal plants, central chlorination, and chemical treatment work and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, and aeration basins
37. All process piping for refining, manufacturing, industrial, and shipping purposes of every character and description
38. All air piping of every description
39. All temporary piping of every description in connection with building and construction work, excavating, and underground construction

40. The laying out and cutting of all holes, chases, and channels; the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduit, and boxes used in connection with the pipe fitting industry
41. The handling and setting of boilers, setting of fronts, setting of soot blowers, and attaching of all boiler trimmings
42. All pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts, and water lines and booster stations of every description
43. All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints, or any mode or method of making joints in connection with the pipe fitting industry
44. Laying out, cutting, bending, and fabricating of all pipe work of every description, by whatever mode or method
45. All methods of stress relieving of all pipe joints made by every mode and method
46. The assembling and erecting of tanks used for mechanical manufacturing or industrial purposes to be assembled with bolts, packed, or welded joints

47. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipe fitting industry
48. The operation, maintenance, repairing, servicing, and dismantling of all work installed by Journeyman members of the United Association
49. All piping cataracts, cascades (i.e., artificial waterfalls, make-over water fountain, captured waters, water towers, cooling towers, and spray ponds) used or for industrial, manufacturing, commercial for any other purposes
50. Piping herein specified means pipe made from metals, tile glass, rubber, plastics, wood, or any other kind of material or product manufactured into pipe usable in the pipe fitting industry regardless of size or shapes
51. All hot and cold water piping, steam piping, gas piping, and all piping connected to and used in the operation of laboratory equipment and devices including but not limited to: autoclaves, fume hoods, sterilizers, walk-in coolers, etc. This would also include the handling and setting of such equipment and devices.
52. All hot and cold water piping, steam piping, and gas piping; all piping connected to and used in the operation of kitchen equipment and devices including but not limited to: refrigerators, stoves, deep fryers,

dishwashers, walk-in coolers, etc. This would also include the handling and setting of such equipment and devices.

APPENDIX B

PLUMBERS AND PIPEFITTERS NATIONAL PENSION FUND

Revised Standard Form of Participation Agreement

The undersigned Employer and Union agree that the Employer shall make pension contributions to the National Pension Fund in accordance with the terms of this agreement on behalf of those Employees who are covered by the National Pension Fund pursuant to the Collective Bargaining Agreement.

1. a) Commencing with the first day of June, 2023 and for the duration of the current Collective Bargaining Agreement between the parties and any renewals or extensions thereof, the Employer agrees to make payments to the Plumbers and Pipefitters National Pension Fund for each Employee who is in each classification listed below in accordance with the Collective Bargaining Agreement, as follows:

<u>CLASSIFICATION</u>	<u>AMOUNT</u>	<u>EFFECTIVE DATE</u>
Journeyman	2.00 per hour	June 1, 2023
Apprentice	2.00 per hour	June 1, 2023
_____	_____ per hour	_____
Other (Specify)		

Any classification of Employees who are excluded from the Plan pursuant to good faith bargaining and for whom contributions are not required shall not participate in the Plan. Persons in such excluded classifications shall not be considered "Employees" for purposes of the Plan and this Standard Form of Participation Agreement.

- b) The Employer shall make the contributions set out in subparagraph 1(a) for each hour or portion thereof, for which an Employee is paid or entitled to payment for performance of duties for the Employer. (Each overtime hour shall be counted as one regular hour for which contributions are payable.)
 - c) Contributions set out in subparagraph 1(a) above shall be paid starting with the Employee's first day of employment in a job classification covered by the Collective Bargaining Agreement.
 - d) The Employer shall continue contributions to the Fund for any compensated Employees who were previously covered by the Fund as members of the bargaining unit and who are continuing to perform work of the type covered by the Collective Bargaining Agreement for at least half of their hours with the Employer. It is understood that the Employer may not make contributions on behalf of an Employee who owns, or whose spouse owns, 10% or more of the corporation unless it signs and abides by a participation agreement covering such owner Employees. It is also agreed that the Employer shall not make contributions to the Fund on behalf of any Employees other than those specified herein or in a separate participation agreement.
2. The payments to the Pension Fund required above shall be made to the "Plumbers and Pipefitters National Pension Fund" which was established under an Agreement and Declaration of Trust, dated July 23, 1968 and restated December 13, 1978. The Employer, by signing this Standard Form of Participation Agreement, or by signing a Collective Bargaining Agreement providing for participation in the Plumbers and Pipefitters National Pension

Fund, agrees to be bound by all of the terms and conditions of the Restated Agreement and Declaration of Trust. Any Employer so adopting the Restated Agreement and Declaration of Trust thereby ratifies, accepts and designates as its representatives the Employer Trustees then serving as such and authorizes said Employer Trustees to designate additional Employer Trustees and successor Employer Trustees in accordance with the terms and conditions thereof, and authorizes the Trustees to adopt amendments to the Restated Agreement and Declaration of Trust. The Employer hereby acknowledges receipt of a copy of the Restated Agreement and Declaration of Trust in effect when this Agreement is signed.

3. It is agreed that the Pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.
4. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to retain an accountant or accounting firm to perform payroll audits of the Employer to determine whether the correct amount of contributions have been made or to determine whether contributions have been made on behalf of all Employees covered by the Plan.
5. If an Employer fails to make contributions to the Pension Fund within 20 days of the end of the month during which the work was performed, the Union shall have the right to take whatever steps are necessary to secure compliance, any provision of the Collective Bargaining Agreement to the contrary

notwithstanding, and the Employer shall be liable for all costs and expenses for collecting the payments due, together with attorneys' fees, interest on the unpaid contributions of 12% per annum, and liquidated damages of 10% of the unpaid contributions. The Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure or the "no-strike" clause provided under the Collective Bargaining Agreement.

6. The parties agree that this Participation Agreement shall be considered a part of the Collective Bargaining Agreement between the undersigned parties.
7. The expiration date of the present Collective Bargaining Agreement between the undersigned parties is May 31, 2028. Copies of the Collective Bargaining Agreements and all renewal or extension agreements will be furnished promptly to the Pension Fund office and, if not consistent with this Participation Agreement, can be used by the Trustees as the basis for termination of participation of the Employer.

FOR LOCAL UNION NO. 149, UNITED ASSOCIATION

BY _____

(Authorized Union Officer)

FOR THE EMPLOYER*

(Insert Name of Employer)

ADDRESS _____

BY _____

(Authorized Officer of Employer)

DATE _____, 20____.

*If Employer Association, attach a list of the names and addresses of the Employers represented by Association.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) between the Plumbers and Pipefitters Local Union No. 149 (“Local 149”) and Employing Plumbing, Heating, and Cooling Contractors Association of Central Illinois (“PHCC Association”) is hereby entered into:

WHEREAS, PHCC Association and Local 149 wish to set forth the agreed upon scope, terms and conditions under which PHCC Association will employ Serviceman Apprentices in order to avoid any future disputes.

NOW THEREFORE, BE IT RESOLVED, PHCC Association and Local 149 agree as follows:

1. The parties agree that Serviceman Apprentices shall be governed by the Local 149 Joint Apprenticeship Committee.
2. The parties agree that during the first 500 hours of a Serviceman’s Apprenticeship, said Apprentice must be supervised by a Serviceman or Journeyman for all work performed.
3. The parties agree that during the first 500 hours of a Serviceman’s Apprenticeship, said apprentice will not be allowed to utilize a company service vehicle, unless to assist their direct Supervision. This will only apply to apprentices classified as 1st Year Apprentices.
4. The parties agree that during the first 6 months of the apprentice’s Local 149 membership, only wages and the Health & Welfare contribution will be paid. The parties also agree that **one half (50%)** of the Health & Welfare contribution will be reimbursed to the Employer by the Local 149 Market Recovery Program. This will only apply to apprentices classified as 1st Year Apprentices.
5. The parties agree that following the initial 500 hours, until the end of the second year of a Serviceman’s Apprenticeship, said Apprentice shall be allowed to perform routine maintenance and inspections on all existing systems, including:
 - a. Systems operations under contract with customer
 - b. Filter changing
 - c. Oiling and greasing
 - d. Belt adjusting or replacement
 - e. Cleaning of cooling towers, coils, evaporator and condenser tubes
 - f. Water treatment
 - g. General housekeeping
 - h. Truck driving including pick-up and delivery of parts or equipment
 - i. Indoor Air Quality (IAQ) related work

- j. Installation and replacement of all residential single unitary heating, air conditioning and plumbing systems
 - k. Drain and sewer cleaning
 - l. Service, repairs, and maintenance on split systems and packaged HVAC systems up to 25 tons.
 - m. Service, repairs, and maintenance on pumps and motors
5. The parties agree that at the completion of their second year of a Serviceman Apprenticeship, Service Apprentices shall be allowed to perform all work in the service and maintenance field limited only by their capabilities. They shall be under the direction of a Serviceman or Service Journeyman. All work performed by a Serviceman Apprentice must be approved and verified by a Serviceman or Service Journeyman.
 6. This Agreement and any amendments or modifications thereto, shall remain in full force and effect until May 31, 2024. Thereafter this MOU shall automatically renew itself for an additional one (1) year period, unless terminated effective by written notice by Local 149 or PHCC Association to the other at least sixty (60) days prior to the effective date of termination.
 7. The recitals shall be considered a part of this Agreement.
 8. The persons signing below represent that they are authorized to execute this Agreement and bind their respective entities and themselves to the terms herein.
 9. The parties agree that if any provision of this Agreement is rendered invalid or unenforceable by a court or governmental agency of competent jurisdiction, the remaining provisions shall remain in full force and effect.

On behalf of:

 Plumbers and Pipefitters Local Union No. 149

 PHCC Association

 Matthew J Kelly – Business Manager

Date: _____

Date: _____