

LABOR-MANAGEMENT AGREEMENT

May 1, 2020 through April 30, 2025

**Mid-Illini Mechanical
Contractors Association**

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PREAMBLE

This agreement is made on the first (1st) day of MAY, 2020 through the thirtieth (30th) day of April, 2025 by and between the Mid-Illini Mechanical Contractors Association (MIMCA) of Peoria, Illinois (known as the Association) for and on behalf of all Employers, and the Steamfitters Local No. 353, Pipe Trade District Council No. 34 affiliate, of Peoria, Illinois (known as the Union) for and on behalf of all Employees. The Union is affiliated with the A.F.L. - C.I.O. and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada.

GEOGRAPHICAL AREA OF JURISDICTION - STEAMFITTERS LOCAL 353

In the state of Illinois, in the Counties of Peoria, Tazewell, Woodford, Marshall, Stark, Fulton, Mason, McDonough, Schuyler and Hancock; situated, located, and lying within the following described boundaries: On the South, starting in Havana, (excluding the city limits of Havana) then east on Route 136 to the eastern boundary of Tazewell County. Then north to Goodfield on the Tazewell County line, continuing along Route 117 to the town of Eureka east along U.S. Route 24 to the city limits of El Paso. Then from the city limits of El Paso north along old Route U.S. 51/new Route 251 to the junction of U.S. Route 51 and Illinois Route 17, west along Route 17 to the junction of Route 40 and 17, North on Route 17 to Camp Grove and then along the eastern boundary of Stark County and including all of Stark County. This also includes all of Peoria County, all of Fulton County, to the Warren County line. South on the Warren/Fulton County Line until it intersects McDonough County Line. Continuing West on the northern McDonough County line until it intersects Route 9/94. South on Route 9/94 until Route 9/94 intersects Route 9. West on Route 9/94 until Route 94 turns south. South on Route 94, including the city of Carthage, plus 1 mile outside the city limits. South on Route 94 from Carthage to Adams/ Hancock County line. East on Adams/Hancock County line to Schuyler County line. North on Hancock/Schuyler County line to McDonough/Schuyler County line. East on Schuyler County line to Frederick Township line. South on Frederick Township line to Illinois River south of Beardstown. The Illinois River is the boundary that connects Beardstown to Havana completing 353's lines of jurisdiction.

ARTICLE I - RECOGNITION

- (A) The Association and/or Contractor recognize Steamfitters Local 353 as the sole and exclusive collective bargaining agent with respect to wages, hours and other conditions of employment for all journeyman steamfitters and their apprentices.
- (B) By execution of this Agreement, the Employer authorizes the Mid-Illini Mechanical Contractors Association (MIMCA) to act as the collective bargaining representative for all matters relating to this Agreement. The Union agrees that all Employers will be a

member of the multi-employer bargaining unit represented by the Association unless this authorization is withdrawn by certified written notice to the Association and the Union not more than one hundred and fifty (150) days and not less than one hundred and twenty (120) days prior to the current expiration date of this Agreement.

- (C) The Association shall furnish the local Unions with a current list of all its members and non-members for whom the Association has collective bargaining authorization and copies of the authorization of collective bargaining authority signed by all of the above contractors.
- (D) During the term of this Agreement, the Union agrees that if it grants to any other Employer doing work covered by this Agreement any better terms or conditions than those set forth in this Agreement, those better terms or conditions shall be made available to each bargaining unit Employer. The Union must immediately notify the Association of any concessions and all changes. This provision shall not apply to any contract terms set forth in National or International Agreements, Multi Union contracts, and contracts with Governmental Bodies.
- (E) The Union shall furnish the Association with a current and complete list of all contractors signatory to a collective bargaining Agreement with Local 353. (See Addendum A.)
- (F) As a time proven philosophy to insure the continued success of the Mid-Illini Mechanical Contractors Association Employers and their United Association workforce employees, that together provide the product, services, and skilled workforce that is demanded of, and expected by the end user, the parties hereto agree to recognize the values, concepts and work ethics that have been developed within the United Associations' "Standard of Excellence".
- (G) Each party agrees to notify the Association and Union regarding their intent to jointly or separately bargain by certified written notice not more than one hundred and fifty (150) days and not less than one hundred and twenty (120) days prior to the current expiration date of this Agreement.

ARTICLE II - UNION SECURITY

All present employees of the Association and/or Contractor and all employees hired after the execution date of this Agreement, within the coverage of Article I shall acquire membership in Local 353 and designate it as the sole and exclusive bargaining agent for the group in which they are employed:

- (1) On the eighth (8th) day following the beginning of such employment, or the execution date of this Agreement, whichever is later, and

- (2) Shall maintain such membership in good standing during the term of this Agreement as a condition of employment, provided
- (3) Employment is in the territory described in Geographic Jurisdiction (page 3) and Article III, Section 3(B) of this agreement.

ARTICLE III - HIRING AND REFERRAL

SECTION 1

- (A) The applicable Local Union shall maintain a list of Journeymen, Apprentices, Journeyman Helpers, Tradesmen Trainees and Servicemen available for employment. Such list(s) shall be available at all times for inspection by any party signatory to this Agreement.
- (B) The Contractor shall request Local 353 to refer applicants as are required and shall not solicit applicants directly and shall not in any manner circumvent the Union for the recruitment of applicants for employment.
- (C) The Contractor reserves and shall have the right to accept or reject, to employ or not to employ, for lawful reason, any person furnished by the hiring facility upon arrival at the designated job site or shop. Termination notices supplied by the Union are required to be filled out in their entirety by the employer. A copy of the termination notice will be given to the employee at the time of termination and one copy will be forwarded to the Union Hall by mail or fax within twenty-four (24) hours. Any applicant rejected by the employer shall be returned to their place on the referral list and shall be referred to other employment in accordance with his position on said list subject to competency and experience. Any applicant who has been rightfully rejected by the employer will not be eligible for show-up pay. This applies only to the first day that the applicant has been referred out.
- (D) The employee also has the responsibility to notify the referral hall within twenty- four (24) hours of his/her termination, lay-off, or voluntary quit.

SECTION 2 - CLASSIFICATIONS FOR OUT OF WORK ROSTER

- (A) The Union shall refer to the Contractor, such applicants as are competent to fulfill the requirements of the position sought to be filled, first from Class I and the Apprentice List, then from the Journeyman Helper List, then from Class II, and then from Class III, commensurate with rotation of registrants and who have acquired experience and possess the requisite skills and certifications for fulfillment of the vacant positions as specified by the Contractor except that:
 - 1. Requests by Contractors for particular applicants in Class I as key person to act as superintendent, general foremen, or foremen, shall be honored without regard to

the requested person's place on the out-of-work roster. Further, when an Employer requests an employee as supervision, the employee must be employed at a supervisory capacity for the duration of the project.

Requests by Contractors for particular applicants in Class I, Apprentice or Journeyman Helper lists, employed by the Contractor for a minimum of three (3) consecutive weeks, Monday through Friday, and who have been laid off or terminated by the Contractor within two-hundred and ten (210) days previous to the request, shall be dispatched to the Contractor without regard to the requested person's place on the out-of-work roster. Days of employment for determining the three (3) consecutive weeks commences with the first (1st) day of employment and continuing Monday through Friday. Commencement of work on the sixteenth (16th) day (excluding Saturdays, Sundays and holidays) will initiate the call back rights for the employer and reset the employee's placement to the bottom of the applicable referral list.

Example: If an applicant commenced work on Wednesday, the first (1st) of the month, the applicant would not be eligible for recall by the employer, unless he/she was continually employed through and including the twenty-first (21st) of the month. Fifteen (15) days, Monday through Friday, commences on the first (1st) day of employment. For the purpose of determining the days counted, Saturdays, Sundays and holidays are not counted if worked during the three (3) consecutive weeks. Rain-outs or job shut down, due to inclement weather or owner mandated closure of a jobsite, will be inclusive in the fifteen (15) day calculation. In the event a contractor is working a scheduled 4-10 work week, all five (5) days (Monday thru Friday) shall be inclusive in the calculation of the fifteen (15) days. Additionally, overtime worked on Saturday, Sundays or recognized holidays will not be counted into the fifteen (15) days. Referrals made under this paragraph count as part of the "request by name" in Section 2 (A) paragraph 3 of this Article III. The Applicant will only be eligible for recall, provided the contractor is signatory to Local #353 and the Contractor's primary shop or primary place of business is located within the geographical jurisdiction of Local #353.

2. Requests by Contractors signatory to this Agreement for employment of applicants of Local 353 shall be honored as follows:
 - (a) Any local member may be requested from the referral Class 1, Apprentice or Journeyman Helper list by name (in writing) by the contractor, provided that for every one (1) member the contractor requests, the next member sent to the contractor will be referred by the local from the referral list in descending order, first (1st) by Class 1 and Apprentice lists, then Journeyman Helper, then Class II and then Class III, and per the contractor's required qualifications.
 - (b) Contractors may select three (3) employees of their choice for employment from the existing current list of available applicants for referral without regard to the requested person's place on the out-of-work roster per contract year.

(B) Class I, Class II, and Class III, shall be defined as follows:

1. CLASS I : All Service Servicemen and Building Trades Steamfitters who have had a minimum of four (4) years actual practical working experience as a journeyman, or an Indentured Apprentice , a Journeyman Helper, and Service Tradesmen with less than the 4 years of experience in the building and construction industry, who are residents of the geographical area constituting the normal construction labor market, have, if applicant is for the position of a current State of Illinois Journeyman Plumber License, and who either:

(a) Have successfully served an apprenticeship at the trade, either under an apprenticeship program approved by the United States Bureau of Apprenticeship and Training, or by the Illinois State Department of Vocation Training, or

(b) Have successfully passed any competency examination that adequately tested the degree of skill and training necessary to be a competent journeyman steamfitter, or metal tradesman. Any question as to what constitutes a "Competency" examination shall be resolved by the Steamfitters Local 353 Educational Trust Fund.

Provided further that any Service Tradesman, Service Servicemen, or Building Trades Steamfitter who is not a resident of the geographic area constituting the normal construction labor market but who meets all other requirements of Class I, may be included in Class I if said individual has been employed four (4) of the last six (6) years by Employers signatory to the collective bargaining Agreement between the parties to this Agreement.

2. CLASS II: The requirements for Class II Steamfitter and Service Tradesmen, Service Servicemen, and Building Trades Steamfitter applicants are identical with the requirements for Class I Steamfitter and Service Tradesmen and Servicemen applicants, except that such Class II applicants have not met the requirements on residency, in that they are not residents of the geographical area constituting the normal construction labor market, nor have they been employed for four (4) of the last six (6) years by Employers signatory to the collective bargaining Agreement between the parties to this Agreement.

3. CLASS III All other steamfitter and metal tradesmen applicants not meeting the requirements set forth above for Class I and Class II.

4. APPRENTICES: Steamfitter indentured Apprentices shall be referred in accordance with ratios and conditions provided by the Steamfitters Local 353 Educational Trust and shall be dispatched from a separately maintained list by the union.

SECTION 3 - DEFINITIONS

- (A) **RESIDENT:** Defined as a person who has maintained their permanent home in the area defined herein as the geographical area constituting the normal construction labor market for a period of not less than one (1) year, or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as their permanent home.

- (B) **NORMAL CONSTRUCTION LABOR MARKET:** Defined to mean the territorial jurisdiction of the Local Union granted to them under their charter and by awards and resolutions of the International Union.

(C) Journeyman Helper

Effective May 1, 2020, the Union and the Contractors Association agree to establish a Journeyman Helper Classification with a base wage of thirty five (35%) percent of the Journeyman wage rate per hour and a Welfare Fund provided by the Employer, through contributions made to the East Central Illinois Pipe Trades Health and Welfare Fund. No other benefits will apply to this classification.

The Journeyman Helper will be taken from any position on the current Local #353 Ed Trust apprentice applicant list. Only two (2) Journeyman Helpers per shop, then a 3rd Journeyman Helper is allowed after 25 U.A. Journeymen/ Apprentices. Additional Journeyman Helpers shall be allowed on a 1-15 ratio. Additional Journeyman Helpers may be allowed with prior approval at the discretion of the Business Manager.

The scope of work for a Journeyman Helper is limited to: maintenance of tools, machinery, trucks, cars or other equipment (not including anything covered by the CBA as UA scope of work); the disposal of all unused material or unusable equipment or materials; drilling of holes in wood structures of any type; core drilling; excavation; fire watch; installation of filters in HVAC systems; the delivery, removal and assistance in the distribution of materials to and from the point of installation, provided that a Journeyman Helper will not be allowed to install any portion of a plumbing or pipefitting system.

SECTION 4 - NON-DISCRIMINATION

- (A) The Union will not discriminate, either in the maintenance of their list or in their referrals for employment, against any person because of their membership or non-membership in the Union. The registration of and selection of applicants for referral shall not be based on or in any way be affected by membership in the Union, or any other union, or by the by-laws, rules and regulations, constitutional provisions or any aspect or obligation or membership in the Union, the United Association, or any other union.

(B) All parties recognize and acknowledge necessary compliance requirements as required by all federal, state and local legislation, rules and regulations applicable to employment and will not discriminate regarding all matters covered by this Agreement.

SECTION 5 - POSTING

The provisions of this Agreement relating to hiring and referral shall be posted by the Contractor at the Contractor's premises in the place where notices to employees and applicants for employment are customarily posted and shall be posted by the Union at the hiring facility where notices to applicants for referral are customarily posted.

ARTICLE IV - MANAGEMENT RIGHTS

SECTION 1 - JOB MANAGEMENT

The Employer retains full and exclusive authority for the management of its operations. The Employer shall direct his working forces at his sole prerogative, including, but not limited to, hiring, promotion, overtime assignments, layoff or discharge.

SECTION 2 - NO TOOL RESTRICTIONS

There shall be no limit on production by employees or restrictions on the full use of tools or equipment. Employees shall use such tools as required to perform any of the work of the trade.

SECTION 3 - EFFICIENCIES

No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working effort of employees. The Employer shall determine the most efficient method or techniques of construction, tools or other labor-saving devices to be used. However, safety of the employees on the job site shall be of prime concern to the Employer. There shall be no limitations upon the choice of materials or design. (Except as per Article XV, Section 1) The Employer shall schedule work and shall determine when overtime will be worked.

SECTION 4 - RECORD KEEPING

The Employer shall determine the recording devices, checking systems, brassing or other methods of keeping time records.

ARTICLE V - UNION REPRESENTATION AND ACCESS TO JOBS

SECTION 1 - UNION ACCESS TO JOBS

Authorized representatives of the Union shall have access to jobs where employees covered by this Agreement are employed, providing they do not unnecessarily interfere with the employees or cause them to neglect their work, and further provided such Union Representative complies with the customer rules. When requested, a Contractor will make every effort to cooperate in aiding Union Representatives to gain entrance to jobs where company security poses a problem.

SECTION 2 - STEWARDS

- (A) The parties agree that the Union may appoint stewards with reference to shop or job should they desire to do so. When stewards are appointed, there is a change in an appointed steward, or as specifically dispatched by the union to the contractor as a steward, the Contractor shall be notified in writing or via fax by the union. A steward shall be a working journeyman appointed by the Business Representative of the Local Union who shall, in addition to his work as a journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other times which consists of those duties assigned to him by the Business Representative. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow the steward a reasonable amount of time for the performance of such duties. On job sites where a Contractor employs more than ten (10) steamfitters, employees will be introduced to the job steward within a reasonable and convenient length of time.
- (B) The steward shall not be transferred from one project to another without consent of the Business Manager. The Business Manager will be given a twenty-four (24) hour notice before the Steward is discharged or laid off. Should the Steward fail to provide leadership and maintain harmonious relations among the employees and the Contractor, the Union shall designate a new Steward at their discretion.

ARTICLE VI - GRIEVANCE PROCEDURE

SECTION 1 - DEFINITION

A grievance shall be defined as any difference or dispute between the Association and/or Contractor and Local 353 or employees as to the meaning or application of the Agreement or as any matter involving wages, hours, working conditions and other terms and conditions of employment.

SECTION 2 - STEPS

The procedure for the presentation of grievances shall be as follows:

STEP 1

- (A) A grievance by an employee must be brought to the attention of the Union Steward or the Business Representative, if there is no Union Steward, within two (2) working days of when the employee learns of the grievance.
- (B) The Union Steward shall be permitted a reasonable amount of time on the job to investigate the matter and to telephone the Business Representative.
- (C) The Union Steward shall discuss the grievance with the Contractor's Representative on the job and attempt to resolve the grievance. The Contractor's Representative shall respond to the first step grievance no later than two (2) working days.

STEP 2

- (A) If the grievance is not settled at Step 1, the aggrieved employee and/or Union Steward must notify the Business Representative within two (2) working days after receipt of the Contractor's Step 1 answer.
- (B) The Business Representative and Contractor shall meet and discuss the grievance within ten (10) working days of the Step 1 meeting. The Contractor must give its response to the Step 2 meeting within two (2) working days.

STEP 3

- (A) If the Business Representative and Contractor are unable to settle the grievance at Step 2, the grievance and answer thereto must be reduced to writing by both the Union and the Contractor respectively.
- (B) Written copies of the grievance and answer must be submitted within two (2) working days of receipt of the Step 2 answer to the Union, Contractor and Labor - Management Committee.
- (C) The Labor - Management Committee shall consist of two (2) representatives from the applicable Local Union and two (2) representatives from the Association.
- (D) Submission of written copies of the grievance and answer to the Executive of the Association shall constitute notification to the Labor - Management Committee.
- (E) The Labor - Management Committee shall meet no later than seven (7) working days after receipt of the written grievance for the purpose of conducting a hearing on the grievance. A representative of Local 353 and a representative of the affected Contractor shall present all information and evidence relevant to the grievance at this hearing.

- (F) The Labor - Management Committee shall notify Local 353 and affected Contractor no later than three (3) days after the hearing of its decision on the grievance.
- (G) A three-fourths (3/4) majority decision of the Labor - Management Committee shall decide any grievance submitted to it and shall be final and binding on all parties.
- (H) If Local 353 and Contractor agree, Step 3 of the grievance procedure may be waived and the grievance may be presented immediately to Arbitration.

STEP 4

- (A) In the event that the Labor - Management Committee is unable to reach a three-fourths (3/4) majority decision on a grievance pending before it, the grievance may be presented to Arbitration. The party desiring Arbitration must serve written notification within ten (10) working days after notification of the Labor - Management Committee decision.
- (B) An impartial Arbitrator shall be selected with agreement of the parties.
- (C) If the parties cannot agree on the selection of an impartial Arbitrator within five (5) working days of the notice of Arbitration is given, they shall immediately request the Federal Mediation and Conciliation Service to submit a list of five (5) persons from which the Contractor and Local 353 shall select the impartial Arbitrator by alternately eliminating one name from the list until only one name shall remain thereon. The individual whose name remains on the list shall be the impartial Arbitrator to hear and determine the deadlocked dispute.
- (D) The Arbitrator shall have authority to decide any grievance presented to Arbitration. The Arbitrator shall not add to, subtract from or in any way alter the language of this Collective Bargaining Agreement.
- (E) The decision of the Arbitrator shall be final and binding on all parties.

SECTION 3 - NO STRIKE - NO LOCKOUT – CANCELLATION

- (A) It is agreed that there shall be no strike or lockout until the grievance arbitration procedure has been exhausted and either party has failed to comply with the decision of the Labor - Management Committee or the decision of the Arbitrator.
- (B) With regard to all grievances which are decided or arbitrated pursuant to Article VI and with regard to disputes submitted to the IRC where disputes are accepted for resolution, as provided in Article XXVIII, Section 3, either party to this Agreement may, in the event of the failure of the other party to comply with the decision or with the arbitration award issued pursuant hereto, within thirty (30) days cancel this Agreement insofar as it relates to the party to the dispute who has failed to comply with the decision or award on forty-eight (48) hours' written notice to that party.

ARTICLE VII - UNEMPLOYMENT COMPENSATION AND WORKMEN'S COMPENSATION COVERAGE

SECTION 1

Each Contractor signatory to this Agreement shall voluntarily pay into the Unemployment Compensation Division, State of Illinois, such amount of money as is required of such Contractor to guarantee all steamfitter/pipefitter employees coverage under the Unemployment Compensation Act. The Contractor further agrees to voluntarily cover all steamfitter/pipefitter employees under the Worker's Compensation statute of the State of Illinois

SECTION 2

No bargaining unit employee shall be disciplined by reason of exercise of his statutory rights with respect to filing a Worker's Compensation Claim under the Illinois Industrial Commission Act.

SECTION 3

The Contractor shall furnish Local 353 office upon request with (a) their Illinois Unemployment Compensation number and (b) a copy of the Certificate of Insurance for Illinois Worker's Compensation Coverage.

SECTION 4

The Union will not assign workmen to or recognize any Contractor on work to be performed within the geographical area constituting the Normal Construction Labor Market who fails to comply with the provisions of Section 1 and/or Section 2 of this Article.

ARTICLE VIII - WAGE PACKAGES

SECTION 1 - JOURNEYMEN

WAGE SCALE A: Effective May 1, 2020

In addition, the Employer shall contribute the following amounts per hour:

Wages per hour	\$39.60		
Contractor Contributions		Employee Assessments	
Health & Welfare Fund	\$7.75	Political Education Fund	\$0.07
Local Pension Fund	\$11.28	PTDC #34 (Journeyman)	\$0.29
National Pension Fund	\$2.50	PTDC #34 (Apprentices)	\$0.22
Local 137 Annuity Fund	\$0.80	WCIBT Council	\$0.16
Local Education Fund	\$1.06	Journeyman Dues (4 ½ %)	\$1.78
International Training Fund (ITF)	\$0.10	Apprentice Dues (4 ½% 5%)	
Industry Advancement Fund	\$0.24	See Section 2)	
TRICON Fund	\$0.04		
Total Package	\$63.37		

WAGE SCALE B: Effective Date-May 1, 2021

TOTAL PACKAGE..... \$64.79

(Benefits & assessments allocation from total package to be determined by membership of Local 353)

WAGE SCALE C: Effective Date- May 1, 2022

TOTAL PACKAGE..... \$66.21

(Benefits & assessments allocation from total package to be determined by membership of Local 353)

WAGE SCALE D: Effective Date- May 1, 2023

TOTAL PACKAGE..... \$67.63

(Benefits & assessments allocation from total package to be determined by membership of Local 353)

WAGE SCALE E: Effective Date- May 1, 2024

TOTAL PACKAGE..... \$69.05

(Benefits & assessments allocation from total package to be determined by membership of Local 353)

SECTION 2 - APPRENTICES

Apprentice wage scale shall be in accordance with the approved Apprenticeship Standards established by the Steamfitters Local 353 Educational Trust Fund and on file with the Bureau of Apprenticeship and Training.

		2020			<u>Local % Pension Per Hour</u>
			<u>Rate</u>	<u>Dues</u>	<u>Employer Contribution</u>
First 6 months	40% of Jrymn. rate or		\$15.84	\$0.71	40%
Second 6 months	45% of Jrymn. rate or		\$17.82	\$0.80	45%
Third 6 months	50% of Jrymn. rate or		\$19.80	\$0.89	50%
Fourth 6 months	55% of Jrymn. rate or		\$21.78	\$0.98	55%
Fifth 6 months	60% of Jrymn. rate or		\$23.76	\$1.07	60%
Sixth 6 months	65% of Jrymn. rate or		\$25.74	\$1.16	65%
Seventh 6 months	70% of Jrymn. rate or		\$27.72	\$1.25	70%
Eighth 6 months	80% of Jrymn. rate or		\$31.68	\$1.43	80%
Ninth 6 months	85% of Jrymn. rate or		\$33.66	\$1.51	85%
Tenth 6 months	90% of Jrymn. rate or		\$35.64	\$1.60	90%

SECTION 3 - LOCAL PENSION CONTRIBUTIONS ON APPRENTICES

Commencing May 1st 2014 the hourly contribution rate for the first year first semester indentured apprentice shall be 40% (Forty Percent) of the journeyman contribution rate and thereafter shall be adjusted up by the same percentages as the apprentice wage rates as outlined in the above Section 2 of this Article VIII on the same date as the indentured apprentice receives his pay rate increase.

SECTION 4 - SUPERVISION2020 Rates

Foreman	11% of Journeyman rate	\$43.96
Area Foreman	13% of Journeyman rate	\$44.75
General Foreman	16% of Journeyman rate	\$45.94
Superintendent	See Article XIV, Section 2(B)	

SECTION 5 - KEY EMPLOYEES

(A) It is the intent of this Section that the fringe benefit contributions made on behalf of a key employee, whether working within the territorial jurisdiction of another Local Union, shall only be paid to the fringe benefit trust funds of the home Local Union of such employee.

- (B) It is further the intent of this Section that such key employee shall receive the higher of the total economic package, either of his home Local Union, or that of the Local Union into which he travels for and on behalf of his employer.

ARTICLE IX - REPORTING TO WORK

SECTION 1

When a full day's work is not provided, a minimum of:

- (A) Two (2) hours pay will be paid to any employee who:
- (1) Reports to work at the regular starting time, and for whom no work is available, unless he was notified before leaving home not to report.
 - (2) Reports for work at the regular starting time, and for whom no work or less than two (2) hours work is available because of weather conditions.
- (B) Four (4) hours pay will be paid to any employee who starts to work but for whom work for four (4) hours or less is provided for reasons other than weather conditions.
- (C) Actual hours worked will be paid to any employee who works over four (4) hours but whom less than eight (8) hours work is provided, for reasons beyond the contractor's control.
- (D) Actual hours worked will be paid to any employee who works over two (2) hours but for whom less than eight (8) hours work is provided because of weather conditions.
- (E) Employers shall have the sole responsibility to determine availability of work due to weather conditions
- (F) Employees will remain at the job site, available for work, during the period of time for which they receive pay unless released by the Employer.
- (G) The provisions of this Article will not apply when strike conditions make it impossible for an employee to start to work, or when stoppage of work is caused by a strike, or when an employee leaves work of his own accord.
- (H) When the conditions set forth in this Article occur on an overtime day, or on shift work, the premium rate shall be paid.

SECTION 2 - EMERGENCY SAFETY SAFEGUARD

When the Contractor considers it necessary to shut down a job to avoid the possible loss of human life or 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.

ARTICLE X - WORKING HOURS AND OVERTIME

SECTION 1 - NORMAL & EXTENDED SHIFTS

Eight (8) consecutive hours, exclusive of a lunch period between the fourth (4th) and sixth (6th) hour (except by mutual consent between the Contractor and Local 353), shall constitute a day's work.

If a 7:00 a.m. start time is established by the contractor, the eight (8) hour shift will be 7:00 a.m. to 3:30 p.m. Forty (40) hours between Monday 8:00 a.m. through Friday 4:30 p.m. (or the 7:00 a.m. thru 3:30 p.m.) shall constitute a week's work at the regular straight time hourly wage rate.

Where work is to continue beyond the regular work day, and where such work cannot be completed prior to the 11th hour of work, then the provisions of the 12 hour shift shall apply.

SECTION 2 - OVERTIME

Except for Sundays and the holidays provided for in this Agreement, all time worked in excess of eight (8) consecutive hours per day, including the time worked during lunch period, and all time worked in excess of forty (40) hours per week, and all time worked on Saturdays and all time worked before 8:00 a.m. and after 4:30 p.m. (except where mutual consent between the Contractor and the Union provide otherwise) shall be at the overtime rate of time and one half. All hours worked on Sundays and the holidays provided for in this Agreement shall be paid for at the rate of double time. Exclusive of supervisory employees, overtime shall be equalized insofar as practical, providing such equalization does not require a Contractor to use employees who do not possess the skills required to perform the work.

SECTION 3 - STARTING TIME & ADJUSTED STARTING TIME

(A) Employees reporting for work within the jurisdiction, as described in Article III, Section 3, shall report ready for work at 8:00 a.m. at the job or at the shop, as designated by the Contractor. Employees shall not leave the job until 4:30 p.m., unless instructed to report back to the shop, in which case they shall return to the shop by 4:30 p.m. Employees shall be allowed sufficient time to put away tools and equipment and be ready to leave the job or shop by 4:30 p.m., except where mutual consent between the Contractor and the Union provide otherwise.

(B) In order to take advantage of day-light hours, weather conditions, shift or traffic conditions, the Employer, if agreeable among the crafts involved, may elect to work eight (8) consecutive hours, between the hours of 6:00 a.m. and 4:30 p.m., with a one half (1/2) hour unpaid lunch period, between the fourth and sixth hour after starting time. Notice of a change in starting time must be given forty-eight (48) hours in

advance and all employees of the Employer on the job site shall have the same starting time, except when other arrangements are mutually agreed to between the Employer and the Business Manager.

SECTION 4 – 4 10 HOUR WORKDAYS

By mutual agreement between the Employer and the Business Manager, the Employer may work four (4) ten (10) hour days, Monday through Friday, with overtime being paid after ten (10) hours in a day and forty (40) hours in a week at time and one half. If a night shift of 4-10s is established, the twenty-five cent (\$.25) per hour second shift premium will be added to the base rate. All premium pay shall be calculated off the night shift wage rate. In the event a make-up day is necessary outside of the scheduled 4-10's, (Monday thru Friday), the make-up day will be at the time and one-half (1 ½) rate. Saturday, Sunday and holidays under this clause will be paid at the double time rate. Section 4 (4-10 Hour Workdays) shall not apply when in conflict with Local, State, or federal laws.

A minimum of 1 week (40 hours) must be worked. If the job should last less than 1 week (40 hours) then the normal shift hours of pay shall apply. (i.e. 8 straight time hours and 2 over time hours)

SECTION 5 - SHIFT WORK

SHIFT WORK / 3 DAYS OR MORE

- (A) When so elected by the Contractor, multiple shifts of at least three (3) consecutive days duration may be worked. When two (2) or three (3) shifts are worked, the first shift (day shift), shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the day shift shall receive eight (8) hours pay at the regular rate for eight (8) hours work.
- (B) The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the swing shift shall receive eight (8) hours pay at the regular hourly rate plus twenty-five cents (\$.25) for seven and one-half (7-1/2) hours worked.
- (C) The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the graveyard shift shall receive eight (8) hours pay at the regular hourly rate plus fifty cents (\$.50) for seven (7) hours work.
- (D) A lunch period of thirty (30) minutes shall be allowed in each shift.
- (E) The shift clause shall apply on a regular work week only (8:00 a.m. Monday through 8:00 a.m. Saturday). Whatever calendar day the shift commences will determine the associated pay rates for that shift. Examples: If a shift commences on a Saturday (1½X), Sunday (2X), or Holiday (2X), the applicable overtime rate shall apply for the duration of the shift. If a shift commences on a Monday through Friday, the shift rate will be for the Monday through Friday wage rates. If a shift commences on a Saturday, the time & one half (1 ½) rate will apply for the duration of the shift. If a shift

commences on a Sunday or holiday, pay rates will be on the double-time (2X) rate for the duration of that shift.

If the shift continues beyond the scheduled eight (8) hours, the applicable shift premium shall be calculated at the premium rate.

- (F) There shall be no pyramiding of any overtime rates. One and one-half (1-1/2) or two (2) times the regular hourly rate shall be the maximum compensation for any hour worked.

All second shift hours worked after seven and one-half (7-1/2) hours will be paid at one and one-half (1-1/2) times of the second shift wage rate.

All third shift hours worked after seven (7) hours will be paid at one and one-half (1-1/2) times of the third shift wage rate

- (G) If other hours and conditions are to be observed with respect to shift work, it shall be with the mutual consent of the Contractor involved and the Union Business Manager.

SPECIAL SHIFT

- (H) Special Shift – By prior notification by the Employer to the Business Manager, if a special shift is required by an owner and if the Employer is required to perform work which cannot be performed during working hours, employees may work a special shift and shall receive eight (8) hours at the regular rate plus three dollars (\$3.00) per hour for eight (8) hours worked, plus a thirty (30) minute unpaid lunch after the fourth (4th) hour.

If this Special Shift, with the special shift start time, includes a Saturday, Sunday or holiday, the following rates will apply: Saturday = \$4.50 per hour: and Sunday or holiday = \$6 .00 per hour. The same shift premium calculation shall apply to all hours worked beyond the scheduled 8 hours per shift.

No employee may work on a special shift if he has performed bargaining unit work that day during the regular working hours. The Employer's request for this special shift must include the starting date, starting time, the approximate number of men involved, and the estimated conclusion date. Other terms and conditions may be agreed to between the Business Manager and the Employer.

- (I) Work Break - When an employee works through two (2) consecutive shifts, he/she shall remain on the appropriate overtime rate for the hours he/she works, until he/she receives a shift break of a minimum of eight (8) hours prior to commencing work on the employee's normally established shift. If an employee cannot receive an eight (8) hour work break prior to reporting for the normal established shift, then the employer may instruct the employee to report to work at a time that satisfies the eight (8) hour

work break requirement. In these instances, the employee would not be penalized for lost wages due to working an abbreviated shift.

12 HOUR SHIFT

(J) A twelve (12) hour shift shall not be worked except in extreme emergencies and then only by prior notice by the Contractor to the Union. In the event that it is deemed necessary to work on a twelve (12) hour basis, the shifts shall be of a temporary basis.

The first (1st) shift or day shift shall be paid at eight (8) straight time hours and four (4) hours at the applicable overtime rate Monday thru Friday. Included in this twelve (12) hour shift is a paid one-half (1/2) hour lunch period during the first eight (8) hours and a paid twenty (20) minute lunch break during the four (4) hour overtime period. The second (2nd) twelve (12) hour shift shall be paid in the same manner with the addition of the twenty-five (\$.25) cent night shift premium to be added to the base wage, and all premium pay shall be calculated on the night shift wage rate. Whatever calendar day the shift commences will determine the associated pay rates for that shift.

Examples: If a twelve (12) hour shift commences on a Saturday (1 ½ X), Sunday (2X), or holiday (2X), the applicable overtime rate shall apply for the duration of the shift. If a shift commences on a Monday through Friday, the shift rate will be for the Monday through Friday wage rate. If a shift commences on a Saturday, the time & one half (1½) rate will apply for the duration of the shift. If a shift commences on a Sunday or holiday, pay rates will be on the double-time (2X) rate for the duration of that shift.

SECTION 6 - BASIC HOLIDAYS

The following holidays will be celebrated according to National Law governing same: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. No work will be performed on Labor Day under any consideration, except in extreme emergency. If any of these listed holidays falls on a Sunday, the following Monday shall be observed as the holiday. If any of the above listed holidays falls on a Saturday, the preceding Friday shall be observed as the holiday.

ARTICLE XI - PAY DAYS AND HOLD BACK

SECTION 1 - PAYDAY

The regular pay day shall be once a week on Friday, or such other day as the Employer shall designate prior to the start of the job. When regular pay day is a holiday, the last work day before that holiday is pay day.

SECTION 2 - EFT OPTION

Wages, reimbursable expenses and daily per-diems for each pay period shall be paid in cash, legal tender, or as outlined below by (EFT). Payments may be made in person or by

mail by mutual agreement of the Business Manager and Contractor. Payments delivered in person to the employee must be paid within three (3) regular working days immediately following each pay period. When payments are made to the employee by United States mail, the employer shall deposit the employee's pay in the mail using a postage-paid envelope no less than one (1) regular working day immediately following the pay period. If, by mutual consent, the employee and the Contractor use electronic fund transfer (EFT) of wages, the established payday shall be as outlined above. If (EFT) is utilized, the check stub shall be provided or mailed to the employee.

SECTION 3 - WHEN NO WORK IS AVAILABLE ON PAYDAY

If there is no work on payday, the pay checks or check stubs (if EFT is utilized), shall be available at the job site no later than one (1) hour from starting time at the customary place. By mutual agreement, the Business Manager and Contractor may alter pay day or holdback on any job site with reasonable cause.

SECTION 4 - LAY-OFF/DISCHARGE/QUIT

The Employee shall receive payment through the time of lay-off or discharge at the job site on the same day. In the event of unreasonable or emergency circumstances, other arrangements may be agreed to with the consent of the Business Manager.

If the laid off or discharged employee is made to wait beyond that time, payments shall be made up to eight (8) hours daily at the regular wage rate Monday through Friday, one and one-half (1-1/2) times the regular rate on Saturday and two (2) times the regular rate of pay on Sunday or holidays.

If an employee voluntary quits, wages will be paid on the next regularly scheduled payday by mail to the mailing address the employee provided to the employer when initially hired. A termination notice as provided by the Union identifying a voluntary quit shall be mailed or faxed to the Union by the Employer within twenty-four (24) hours notifying the Union of such voluntary quit by the employee.

ARTICLE XII - TRAVEL AND TRAVEL EXPENSE

SECTION 1 - JOB TO JOB TRAVEL

On a day in which after having first reporting to a job or shop as requested by the Employer where such Employee is on that same day then directed to proceed to another job site or to return to the shop, as the case may be, such subsequent travel shall be paid at the rate designated by the IRS.

SECTION 2 - STEAMFITTER/PIPEFITTER VEHICLES

It shall not be a violation of this section for the journeyman or apprentice to keep the Contractor's hand tools in his automobile, if he so desires, but it shall not be mandatory. No journeyman or apprentice steamfitter/pipefitter employee shall furnish an automobile or any other conveyance for the purpose other than to convey himself to and from work at the beginning or end of his day's work, except as follows:

(A) When an Employee is requested by his Employer to furnish an automobile for transportation on the job, the Employee shall be paid for the use of said automobile in accordance with the following schedule:

1. One dollar (\$1.00) per hour, which allows mileage within a radius of seven (7) miles from City Hall of the City in which the Company operates;
2. Plus IRS designated amount extra where the job is located outside of the Contractor's city, deducting fourteen (14) zone miles as paid in (A)(1) of this Section;
3. All parking costs connected with business are to be paid by his Employer;
4. And all phone calls pertaining to business are to be paid by his Employer.

(B) An Employee traveling for his Employer shall at the option of his Employer, board at the place where the work is located, or go to and from home daily.

1. If the previous plan is adopted, he shall receive the amount of room and board paid by him and he shall receive regular wages for all time consumed by him in traveling during regular working hours.
2. If the latter plan is adopted, the Employee shall be reimbursed for all extra mileage expense incurred on his Employer's behalf.
3. If an Employee shall be requested to travel at times other than regular working hours, such travel time shall be paid at the overtime rate of one and one-half (1-1/2) times the regular straight time hourly rate.

ARTICLE XIII - VACATIONS

Each bargaining unit employee shall be granted a two (2) week vacation period each contract year, if so desired by the employee. In the interest of maintaining proper contractual and work relationships, consultation as to anticipated vacation schedules shall be made with the Contractor.

ARTICLE XIV - SUPERVISION

SECTION 1 - DETERMINING SUPERVISION

The Contractor has the right to determine the need and number of foremen, to name the foremen, and to require foremen to work with their tools when in the Contractor's opinion this is advisable. This does not mean that the Contractor will have an inadequate amount of supervision on the job. A foreman shall be responsible for the competency and efficient accomplishment of the work assigned to him and his crew. A foreman shall keep records and prepare all reports required by his Employer and shall have the responsibility for the preparation of material, equipment and tool lists required to maintain the efficient and continuous work accomplishment of his crew.

SECTION 2 - SUPERVISION CRITERIA

- (A) All foremen, area foremen, general foremen, superintendents or other such designated person, having direct supervisory control over steamfitter/pipefitters employed by the Contractor, shall immediately become affiliated with the Steamfitters Local No. 353, provided, employment is in the territory described in Article III, Section 3 (B) or is referred in accordance with the provisions of Article III.
- (B) On utility owned powerhouse projects where manning requirements are projected to exceed thirty (30) steamfitters, a piping superintendent will be required for the duration of the project. The superintendent shall co-ordinate the activities of the general foremen, area foremen, and foremen on the project. The rate of pay shall be negotiated between the Employer and the Business Manager of the Local Union on a job by job basis. The superintendent shall receive no less than general foreman rate, and shall be paid proportionately for all overtime work at the applicable overtime rate.
- (C) All superintendents, general foremen, area foremen, and foremen shall act as the agents of the Contractor in all matters authorized by the Contractor including hiring, rejection, or discharge, and shall perform such duties in the best interests of the Contractor.
- (D) All general foremen and foremen can do minor material handling.
- (E) All superintendents, general foremen, area foremen and foremen shall not act contrary to or in violation of the terms and conditions of any collective bargaining Agreement entered into by Local 353 or the United Association, neither shall he act contrary to his obligations of union membership.
- (F) Only one (1) member of a contracting firm shall issue instructions directly to the designated steamfitter/pipefitter superintendent, general foreman, area foreman or foreman.

(G) All orders, directions and instructions shall be issued to journeymen and apprentice steamfitter/pipefitter through an orderly chain of organization and it shall be the obligation of the respective bargaining unit employees to carry out such orders, directions and instructions of their immediate supervisor.

ARTICLE XV - WORK RULES

SECTION 1 - JOBSITE CONDITIONS

On large jobs, a building or space shall be provided for the assembly of all employees covered by this contract during lunch periods and before and after working hours when such employees are preparing for work or are preparing to leave the job at the close of the day. Heating facilities shall be provided during the cold and inclement weather. The Contractor will make every effort to insure that the necessary sanitary facilities are available to his employees on the job site. If no provisions are available for hand washing, the Contractor agrees to supply hand cleaner and towels on the job site.

SECTION 2 - PICKET LINES

No bargaining unit employees shall be disciplined in any way by reason of his refusal to cross a lawfully established picket line.

SECTION 3 - TOOL USE

There shall be no restriction on the use of machinery, tools, or appliances used in connection with the installation of work coming under the jurisdiction of the Union, provided, that if power pipe cutting and threading machines are used on the job or in the shop and an employee is permanently assigned to operate said power pipe machine, such employee shall be a bargaining unit employee.

SECTION 4 - PRODUCTION

There shall be no limitation as to the amount of work an employee shall perform in a working day.

SECTION 5 - TRAVEL TO ANOTHER JURISDICTION

United Association (U.A.) employees of the Contractor working within the territorial jurisdiction of other Local Unions of the United Association shall be required to report to the Business Agent of the Local having such territorial jurisdiction and they shall secure a travel card from their home Local Union prior to leaving their home Local Union's jurisdiction.

SECTION 6 - CONTRACTOR COMMUNICATIONS TO UNION

The Employer will report weekly on all work secured during the previous week and will report job locations to the Union office on all new work, residential work and jobs requiring over forty (40) man hours.

SECTION 7 - CONTRACTOR WORKING WITH THE TOOLS

No member of a contracting firm shall work with the tools of the trade in the units covered by this Agreement on new or remodeling work, unless a journeyman member of Local 353 is employed on the job at all times. Any exception to this Section shall be subject to mutual consent between the Contractor involved and the Union.

SECTION 8 - EMPLOYEE SKILLS

Journeymen with special skills shall perform any work within the coverage of this Agreement

SECTION 9 - PERSONAL COMMUNICATIONAL DEVICES

It is agreed that use of personal communication devices, cell Phones, pagers, etc., during work hours, distract from safety and productivity in the shop and on the jobsite. Therefore, personal communication devices shall only be used during scheduled meal breaks. In the event of a personal or family emergency the employee shall notify his/her immediate supervisor of the urgency of remaining in contact of his/her family member. Employees agree to abide by company and /or end user policies relating to cellular device usage.

ARTICLE XVI - DRUG/ALCOHOL POLICY AND SAFETY**SECTION 1 - DRUG /ALCOHOL POLICY**

Employees are the Contractor's most valuable resource and, for that reason, the health and safety of all employees is of paramount concern. Therefore, recognizing the importance of maintaining a safe, healthy working environment for all employees, Employers propose a policy that directly parallels the Federal Highway Administration's Drug Rule: Contractors would develop and maintain drug testing programs for their employees. Also included in testing would be contractor supervisory personnel. Testing may be done prior to employment, periodically, upon reasonable suspicion and after a reportable accident. Standards for laboratories selected to perform testing would be the same as FHWA (i.e., National Institute on Drug Abuse certified). Possession, sale or use of alcohol or non- prescription drugs on the Employer's property, site of construction, or during working hours regardless of location, shall be cause for termination from employment, regardless of the type of employee involved. Employees must not report for work under the influence of any drug, intoxicant or narcotic.

Employees working under this Agreement will be required to submit to any and all testing as required by the project owner or any federal or state mandated agency at the expense of the Employer. Employees refusing to consent to such testing shall be deemed to have voluntarily quit their employment for all purposes under this Agreement and shall give rise to a rebuttable presumption that the employee was, in fact, under the influence or have utilized alcohol or controlled substances.

Employees taking prescription medication which, according to their physician, may have physical or mental side effects which could cause impairment on the job site, should report the medication to site supervision. Said medication must be contained in the original prescription container. Employees who report the use of lawfully prescribed medication shall not be disciplined for use of same, but may be subject to possible reassignment to less hazardous operations or, in the case of an employee deemed to be impaired as to their mental and/or motor functions, may be placed on temporary medical leave. The Employer reserves the right to have its physician determine if a prescription drug produces hazardous effects or to restrict the quantity the employee is allowed to bring to the workplace.

In the case of an employee reasonably suspected to be under the influence of alcohol, a positive test result will be determined by a blood alcohol content equal to or greater than the current Illinois State Motor Vehicle regulations. A positive test, done by Breathalyzer or urinalyses would be preferred as the least intrusive methods. If the Breathalyzer or urinalysis cannot be performed due to the incapacity of the employee, or in the event of a employment related injury, a blood test may be performed.

Within three (3) days of notification of a positive test result, an employee may request that the laboratory retest the original split sample at his or her own expense. If the test result is negative, the Employer shall reimburse the employee for the cost of the retest. In the case an employee shall be determined, under reasonable suspicion of properly trained supervision, to be under the influence of drugs and/or alcohol, the employee will submit to testing without compensation for time spent away from the job while being tested. In the event the initial test indicates a negative result, the employee shall be reinstated and paid any wages and benefits that would have been paid had his work hours not been interrupted by the test. The Union shall be notified when any of its members are requested to submit to drug and/or alcohol testing.

Any employee who feels that he or she has developed an addiction or dependence on alcohol or drugs is encouraged to seek assistance before it deteriorates into a disciplinary matter. Requests for assistance will be handled in the strictest confidence within the Company and the Union. The Company will act in concurrence with the Union Health and Welfare Plan to help any employee who voluntarily notifies the employer that he or she may have a substance abuse problem, in obtaining suitable treatment. A negative test within thirty (30) days will make the employee eligible for immediate reinstatement, provided that the Employer has work available and the employee continues the required chemical dependency treatment program. It is understood that the goal is not being one

of replacing an employee who voluntarily sought help and continues to seek help after initial treatment.

This provision of this policy, requiring all employees to present themselves at work in a sober, reliable state, free of the influence of alcohol and drugs, shall apply to all other individuals entering company property including, but not limited to, part time personnel, temporary personnel, vendors, contract personnel, subcontractor personnel, consultants and any employees of contractors working on the job site or company property. Any applicant for employment dispatched by the Union whose pre-employment/pre-screening fitness for duty test shows a positive test, will not be eligible for show-up pay. However, if the applicant for employment commences employment and the pre-employment pre-screening test comes back positive and the employee is terminated, the employee can then request that the split sample be retested as outlined in this article. If the test is confirmed negative, the employee will be reinstated their show up pay and all other pay as previously outlined in this Article.

SECTION 2 - SAFETY

- (A) The Contractors agree to be bound by the provisions of the CWH-SSA (Contract Work Hours and Safety Standards Act) and OSHA (Occupational Safety and Health Act), and all other applicable, federal and state safety and health regulations, including regulations, standards and provisions adopted in accordance with the procedures of the Acts.
- (B) Protective equipment as required by the applicable standards of the federal and state safety and health regulations shall be worn and used by employees in accordance with those standards as a condition of employment, when furnished by the Employer.
- (C) Work shoes and prescription safety glasses, required to conform to applicable safety standards, will be furnished by the employee.
- (D) The Union will cooperate with Contractors to enforce job site safety rules and regulations.
- (E) It is recognized that there are important roles to be performed by both management and labor in the prevention of accidents and ensuring a safe and healthy working environment. The work site should be maintained in a clean and orderly state, so as to encourage efficient and safe operations.
- (F) It is important to succeed in this cooperative effort because it is also recognized that failure can mean emotional and financial hardship for the employee and a threat to the security of his or her family.
- (G) It is because of these mutual benefits that labor and management pledge to do all that is possible to maintain a safe, hazard-free working environment for all on the job, including initial and continuous training, regular inspections, establishment of

emergency procedures and the commitment and cooperation of the parties to this Agreement.

- (H) Failure on the part of the employee to comply with safety rules established by the Employer may be grounds for dismissal.
- (I) Both journeymen and apprentice safety training classes shall be considered as part of the industry training objectives, beneficial to both the employer and employee, and such courses shall include training with respect to general requirements of the safety laws and regulations as well as discussions of the standards imposed by the state and federal safety acts.

ARTICLE XVII - SCOPE OF WORK

SECTION 1

It is agreed that this Agreement shall cover all journeymen and apprentice steamfitter/pipefitters employed by a Contractor signatory to this Agreement engaged in the installation of all pipefitting systems and component parts thereof, including fabrication, assembly, erection, installation, dismantling, remodeling, repairing, reconditioning, adjusting, altering, servicing and handling, unloading, distributing, reloading, tying on, and hoisting of all piping material, appurtenances and equipment, by any method including all hangers and supports of every description and all other work, such as refrigeration and air-conditioning systems, included in the trade jurisdictional claims of the Union.

The following is also included in the Scope of Work under this Agreement:

- The installation of all natural gas, LP gas, steam, hot water, chilled water, glycol, and oil piping systems serving comfort heating and air conditioning systems.
- The cutting, threading, welding, fabrication and installing of all pipe which is to be screwed or welded into either high or low pressure boilers, such as equalizers, Hartford Loops or connections, manifold headers, water columns, or other boiler appurtenances, shall be done by Employees covered by this Agreement. Gas and/or oil burners installed at the factory may be considered as an essential part of the boiler and accepted as such. All other boiler trimming, that are not factory installed, such as gauge cocks, gauge glasses, relief valves, etc., shall be installed by the steamfitter where boiler is to be set.
- The unloading, handling, and installation of all filtration materials, minerals, chemicals and ingredients as are usually installed in water softeners and water treatment plants and systems.

- The rigging, signaling, hoisting, drifting and all phases of handling piping and associated equipment and appurtenances encompassed within the scope of the steamfitter jurisdiction.
- The field testing of all welds and welders, including nondestructive testing, including NDT Examiner positions, and the performance of all welding required to install piping systems, shall be assigned to bargaining unit employees.
- All kitchen, laundry and laboratory equipment having piping connections. Bargaining unit employees shall unload, handle and place, and reload cribbing used in the installation of piping systems. This does not apply to excavation or backfill work.
- The operation and total set up of transit or leveling instruments, including laser and the shooting of elevations and grades, whenever required in the installation of piping systems and equipment subject to engineering and advisory assistance when required.
- The erection and dismantling of all scaffolding and staging required to install piping systems.
- The setting up and dismantling of derricks, gin poles and A-frames as are required by the trade including the setting up, adding to, removing and taking down of booms or sections, whenever necessary in the performance of work of the trade.
- The installation of all pumps, compressors, condensing units, completed tanks, vessels, heat exchangers, condensers and evaporators.
- The piping of all well casings and screens, setting of well points and dewatering systems, pumps and allied equipment.
- The installation and maintenance of all Geo-Thermal Piping Systems.. This includes all termination manifolds, buried and /or above ground external piping, and all associated system piping and associated equipment within the building relating to the geo-thermal piping system including start-up and servicing and repair of these systems. This includes residential, commercial, and industrial.
- The driving and operation of pickup trucks, vans, and utility vehicles for the transport of bargaining unit employees, their tools, materials, and equipment.
- On construction projects and for off-site emergency purposes, the driving and operation of shop vehicles for the transport and movement of bargaining unit employees and their tools.
- The operation of pumps, air compressors and welding machines in conjunction with the work of the trade as a time and labor saving device shall be operated by employees covered by this Agreement.

- The testing and balancing of all pipefitting systems of component parts thereof shall be done by employees covered by this Agreement.
- The operation of telescoping lifts, hydrolifts, spider hoists, electric hoists, mobile platforms, forklifts, scissor hoists, coffering hoists, power pipe machines, hand power units, power drives, etc., operated for the purpose of raising men, tools or materials as required in the pipefitting industry.
- On jobs where a crib is set up to dispense tools and/or materials used to perform any work which is to be done by bargaining unit employees, an employee covered by this Agreement will be assigned to do crib work.
- The Contractor will notify the union office if the Contractor has to rough in or to rough in and finish. The Contractor agrees to abide by the United Association/Sheet Metal Agreement pertaining to kitchen equipment.
- The installation, adjusting and testing of all industrial instruments and controls, and including controls operated by surface contact or by direct pressure from air, gas, oil, water, steam, refrigerant, or other piping systems. The installation of all panel boards containing piping are also included. The service and maintenance of such systems if also included.
- All pneumatic carrier systems, cash carrying systems, systems transporting granular solids by pneumatic process, systems which are reclaim systems returning collected particles to product, and including all vacuum cleaning systems.
- Units which contain factory mounted coils and dampers sometimes referred to as reheat boxes, zone unit housings, or VAV boxes that have separate reheat coils that are non-factory attached.
- An employee covered by this Agreement will work with a diver when the diver is performing work within the jurisdiction of the United Association.
- Only on Nuclear Generating Facilities or Fossil Fuel Facilities, any bargaining unit employee assigned by his employer to act as QA/QC (Quality Assurance/Quality Control) personnel shall receive twelve percent (12%) per hour above the regular journeyman wage rate.
- Only on Nuclear Generating Facilities or Fossil Fuel Facilities, any bargaining unit employee assigned by his employer to operate computers when required to perform job planning or procedures or material location in conjunction with the work of the trade shall receive twelve percent (12%) per hour above the regular journeyman wage rate.

- When performed on the job site, the set up equipment required to machine J-bevel on heavy wall piping for the purpose of field welding necessary for high pressure steam lines or other process piping systems shall be assigned to employees covered by this Agreement.

SECTION 2 - SECURING THE JURISDICTIONAL WORK

The Contractor agrees to make every effort to obtain in his job contracts all work in the construction industry to be performed at the site of the construction, as stated in Section 1 of Article XVII, and shall assign such work to employees employed under the terms of this Agreement.

If the Employer receives a project that does not include all the areas of work as defined in Article XVII Section 1, the Union must be notified. The Contractor agrees to attempt to include in his job contracts the start-up maintenance, and operation of boilers, air conditioning, refrigeration, and steam or hot water temporary heating systems operating during construction. The above shall also include oil, gas and LP gas heaters and/or combination heating-cooling equipment.

If this work is assigned to him, the Contractor will utilize employees covered by this Agreement as required. Should it be necessary to assign men to this duty outside of regular working hours, the pay rate shall be at one and one-half (1-1/2) times the applicable rate, unless shift work is mutually agreed to by and between the parties.

SECTION 3 - PRE-JOB CONFERENCE

- (A) Either party to this Agreement may request a pre-job conference.
- (B) The Contractor agrees to furnish available plans, specifications, equipment lists, shop drawings, preliminary sketches, information and data with reference to the job or project for which such conference is called.
- (C) The Union shall provide the Contractor with copies of all decisions, agreements and procedures cited as a basis for work assignments.
- (D) Such conference, when requested, shall be conducted prior to the start of construction, at the place and convenience of the Contractor with the understanding that at least five (5) days notice is desirable.
- (E) It is not the intent of the Union to exclude other trade crafts from participation in such pre-job conferences.

SECTION 4 - JURISDICTIONAL DISPUTES

In so doing, the Contractor agrees further that the assignment of work shall be and the settlement of jurisdictional claims with other building trades organizations shall be adjusted in accordance with the procedure established by the National Joint Board Plan for Settlement of Jurisdictional Disputes in the Building and Construction Industry, or, any successor agency of the Building Trades Department, or, by agreement between International Unions.

It is a violation of the Procedural Rules of the Plan for a Contractor to hold up disputed work or shut down a project on account of a jurisdictional dispute. The Union agrees that there shall be no strikes or work stoppages by the Union arising out of any jurisdictional dispute.

SECTION 5 - JURISDICTIONAL DISPUTE SETTLEMENTS

Settlements made in accordance with Sections 4 and 6 of Article XVII shall be final and binding on all parties to this Agreement.

SECTION 6 - JOB PRE-BID CONFERENCE

Upon request of the Association or of a Contractor to this Agreement, the Union agrees to participate in pre-bid conferences. However, such participation by the Union in pre-bid conferences, called to provide a uniform standard of bidding with respect to all work as specified in Section 1, shall not be construed to prejudice the Union's right to request a pre-job conference under the provisions of Section 3.

ARTICLE XVIII - TOOLS AND EQUIPMENT

Employees covered by this Agreement shall furnish their own work gloves and rule. The Contractors agree to furnish all other tools and equipment necessary to make a complete installation in the pipefitting industry. Welding gloves shall be furnished by the Contractor and also sleeves for welders when necessary. All Contractors shall provide suitable storage for tools and equipment. In case of high construction work, suitable tool storage boxes shall be provided on every fourth (4th) floor. It is agreed, however, that journeymen or apprentices may keep hand tools in their possession until the conclusion of the job. All journeymen and apprentices shall use every possible precaution to safeguard the tools and equipment of the Contractor. The employee shall account for all tools, issued properties, and materials belonging to the Contractor and in the employee's possession upon termination of employment. The Contractor agrees to replace clothing ruined by any abnormal working condition such as acid and/or caustic damage.

ARTICLE XIX - FABRICATION

Signatory Employers to this Agreement, to secure fabrication work for U.A. Journeymen and Apprentices covered by this Agreement, will have the option to fabricate in their shop, located within the territorial jurisdiction of Steamfitters Local #353 or on the jobsite.

For all contractors that are current and actively signed to the UA National Minimum Standard Agreement for A Commercial Pipe Fabrication Shop(herein after referred to as the "Yellow Label Agreement") may at their discretion fabricate piping systems for comfort heating and cooling systems as identified within ARTICLE II- Scope of Agreement of the aforementioned UA Yellow Label Agreement.

In the event the Employer sub-contracts fabrications to another fabrication shop, that shop will be required to have a current U.A. Minimum Standard Agreement for a pipe fabrication shop.

For signatory contractors of this agreement who are not current and actively signed to the Yellow Label Agreement, all piping formations for comfort heating and air-conditioning systems shall be fabricated and assembled on the job-site or at a signatory contractor's shop located within the territorial jurisdiction boundaries of Steamfitter's Local #353. Any piping fabrications or formations two inch (2") in diameter or less, if fabricated other than on the job-site, or qualifies to a eligible contractor under the Yellow Card Agreement, shall be fabricated in the signatory employer's shop located within the territorial jurisdiction of Steamfitters Local #353. All pipe supports and pipe hangers that are not stock items and which would be fabricated from drawings or specifications shall be assigned to, and executed by covered employees under the terms of ARTICLE XX of this Agreement.

All employees performing pipe fabrication work while working in the territorial jurisdiction of Local 353 shall receive the same terms and conditions of employment when working either in the Fabrication shop or on the job-site as called for in this collective bargaining agreement.

The piping on manufactured components that are to become part of an industrial piping system may be fabricated at the job site or in a shop of a contractor signatory to this agreement or a contractor signatory and eligible to the UA Yellow Card Agreement. The term "manufactured components" which are to become part of an industrial piping system means skid mounted vessels, pumps, dryers, exchangers, etc., either singly or in combination and all piping included but not the pipe and pipe formations between manufactured components which is customarily the work of employees under this Agreement.

ARTICLE XX - PIPE HANGERS AND PIPE SUPPORTS

All pipe supports and pipe hangers made of structural shapes only, which can be fabricated from drawings or specifications, shall be performed by bargaining unit employees at the job site or in the Contractor's shop. The erection of all pipe hangers and pipe supports, whether fabricated at the job site or in the Contractor's shop or shipped to the job site, shall be covered by the terms of this contract. In the event the fabrication of pipe hangers covered in this article is subcontracted out, it shall be fabricated by a fabrication shop signatory to the current U.A. National Minimum Standard Agreement for a commercial pipe fabrication shop.

All pipe supports and pipe hangers which required field dimensions for fabrication are covered by this Agreement.

All catalog items, such as clamps, U-bolts, etc., may be purchased from any source at the option of the Employer. Erection of such items shall be covered by the terms of this Agreement.

ARTICLE XXI - SUBCONTRACTING

No Contractor signatory to this Agreement shall enter into any contractual agreement or agreements providing for subcontracting of steamfitting work to be done at the site of the construction or alteration, remodeling, painting or repair of a building with any other Employer, subcontractor or person, unless such Employer, subcontractor or person has a current collective bargaining agreement with the Union covering steamfitter/pipefitter employees.

No Contractor signatory to this Agreement shall subcontract steamfitting shop work that has been done and performed by employees employed in the bargaining unit. The requirements of this paragraph may be waived by mutual agreement of the Contractor and the Union.

CONTRACTING: No Steamfitter shall be allowed to contract or subcontract any work as defined in Article XVIII Scope of Work unless they become a signatory contractor, obtain a bond, make fringe benefit fund contributions, secure business and worker's compensation insurance, plus all local, state, and federal taxes.

ARTICLE XXII - TRUST AGREEMENTS

SECTION 1 - TRUST FUND CONTRIBUTIONS

- (A) The parties reaffirm the establishment and their continued participation in the following trusts:
1. Plumbers & Pipefitters National Pension Fund
 2. UA Plumbers 63 & Steamfitters 353 Joint Pension Trust Fund
 3. East Central Illinois Pipe Trades Health & Welfare Trust Fund
 4. Steamfitters 353 Educational Trust Fund
 5. United Association International Training Trust Fund
 6. Plumbers and Steamfitters Local 137 Annuity Fund
- (B) The parties agree that the Declaration of Trusts, reflecting Agreements reached by the parties shall be considered a part of this basic Agreement and may be drafted or amended in conformity with the provisions of the basic Agreement. The Employer hereby agrees to be bound by and to the Agreement, the Declarations of Trusts, and Policies and Procedures of the respective funds, as amended from time to time, as though the Employer actually signed the same.
- (C) In the event the parties shall refer the drafting or amending of Declarations of Trust to the attorneys representing the respective parties, such attorneys' fees shall be paid from Trust Funds for which such drafts or amendments are made.
- (D) The Employer shall make the payment required by all Trusts referred to in Article XXII no later than ten (10) days following the end of each calendar month. Additionally, the report and payments of all check-offs deducted from the employees check shall also be submitted at the same time and to the same depository as required in this article. The Trusts (ARTICLE XXII) and Check-Offs (ARTICLE XXIII) of this Agreement shall be remitted no later than ten (10) days following the end of the calendar month in which the hours were worked. Payments are considered delinquent if not postmarked and/or received by the twentieth (20th) of the month following the month in which the hours were worked.

The Contractor will be given one (1) grace period per contract year (May 1st thru April 30th). By notification from the trust funds or the business manager by certified mail, this extension for payment of ten (10) days is determined by the receipt date of the certified mailing or the refusal date of the certified mailing to the contractor of the delinquency. If the delinquency is not paid within the ten (10) day grace period, the trust funds or the business manager will reserve the right to require the applicable bond and liquidated damages of five percent (5%) for the first (1st) offence. All liquidated damages are at the rate of 10 percent (10%) for any subsequent offence during the term of this collective bargaining agreement.

Additional delinquencies within that twelve (12) month period will not be allowed the notification and grace period.

The Trustees and/or the Business Manager of Steamfitters Local #353 shall impose liquidated damages in the amount of ten (10%) percent of the delinquent Trust Fund(s) contributions and check-offs to be applied if received and/ or postmarked after the delinquent due date. In addition, interest in the sum of twelve (12%) annualized and accruing at the rate of one (1%) percent per month will also be applied. The interest will accrue as long as the delinquency remains outstanding.

Local 353 shall reserve the option to remove employees covered under this Agreement from the employer until such time that payments and liquidated damages are received, provided written notice is provided to the contractor forty-eight (48) hours prior to cessation of the manpower. Local 353 also reserves the right to withhold manpower to the employer for any future jobs of the employer until the delinquencies, liquidated damages, and interest have been paid in full. Additionally, if a wage and benefit bond is required, the bond must be provided to Local 353 prior to the return of any manpower to the employer . In the event employee(s) is/are removed from the employer due to delinquencies, the removed employee(s) may accept another job referral from Local 353. At the employees' sole discretion, he/she will not be required to return to his previous employer.

The payments to the Trust Funds and Check-Offs shall be made payable to such depository as the Board of Trustees of the UA Plumbers 63 & Steamfitters 353 Joint Pension Trust Fund shall direct and shall be forwarded to the office designated by the Board together with a statement on forms adopted and furnished by the Board supporting the amount of the payments. The Employer shall furnish all information required to fully complete these forms. The Employer shall also send Local 353 a copy of the forms.

SECTION 2 - DEFINITIONS

- (A) "Employer" means a sole proprietorship, partnership, corporation, business organization or other entity which is required to make contributions to the Fund by reason of being a signatory to the Basic Agreement or any other collective bargaining agreement that requires such contributions.

- (B) "Employee" means anyone in the employment of an Employer covered by the provisions of the Basic Agreement or a local agreement requiring his Employer to make contributions to the Fund on his behalf. This also shall include paid employees of the Union and individuals jointly employed by the Union and the Association if contributions are required to be made to the Fund.

SECTION 3**(A) WAGE & BENEFIT BOND REQUIREMENTS**

Each and every Employer covered by this Agreement shall individually furnish a bond in the amount listed below. The bond shall insure payment of wages called for by the contract and all contributions to the Health and Welfare, Pension(s), Savings, Educational, Industry or other Funds and Check-Offs established under the contract.

Wage Bond Schedule

1 – 3 employees	\$40,000
4 – 6 employees	\$80,000
7 – 9 employees	\$100,000
Each additional employee	+\$10,000

This Bond requirement is waived to any individual employer who has performed work under the terms of this agreement for a period of twenty-four (24) consecutive months (two years) and who has remitted all fringe benefits as required by the trust agreements in Section 1 of this Article, and, paid all wages and check-offs required by this Agreement without default.

In the event of a failure to comply with ARTICLE XXII (1) (D), this bond requirement waiver can be negated by action of the trustees of any of the employee benefit funds and/or the Business Manager of Steamfitters local 353, for which contributions are required hereunder, and may require, for good cause, that any particular contractor maintain, during the term of this agreement, a surety bond in the amount required in the table above, to guarantee the payment of such wages, contributions and check-offs. If an employer fails to timely remit all contributions required by ARTICLE XXII (1) (D) for two consecutive months, the bonding requirement of ARTICLE XXII (3) (A) shall be strictly enforced.

In the event the employer fails, defaults, or refuses to meet the financial obligations for all employee wages, check-offs, and /or fringe benefit contributions, the trustees of any trust fund or the Business Manager of Local 353, upon written notice to the delinquent employer, may file claim to obtain payment of wages, fringe benefits, check offs, collection costs, late penalties, and reasonable attorney's fees from the applicable surety bond.

In the event that an Employer has failed to pay the wages or fringe benefits as required by this Agreement, the Union may engage in a strike or other concerted refusal to perform services for said Employer until all delinquencies have been paid, notwithstanding any other provision of this Agreement.

(B) UNION INTERVENTION WHERE CONTRACTOR FAILS TO MAKE FRINGE BENEFITS PROGRAM PAYMENTS

If an Employer fails to make contributions to the Fringe Benefit Programs or fails to deposit withholding to the credit of his employee's individual employee accounts within ten (10) days after the date required by the Trustees of the UA Plumbers 63 & Steamfitters 353 Joint Pension Trust Fund, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, and any provision of the Collective Bargaining Agreement. The Employer shall be liable for all costs for collecting the payment due together with attorney's fees and such late payment fees which may be assessed by the Trustees. The Employer's liability for payment shall not be subject to the grievance or arbitration procedure or the no-strike clause provided under the Collective Bargaining Agreement.

Employees covered by this agreement shall be removed from the employment of a delinquent Employer by the Union provided advance written notice of not less than forty- eight (48) hours is given to the Employer. Employee removal and the cessation of work shall continue until each Fund is paid in full.

SECTION 4 - PLUMBERS AND PIPEFITTERS NATIONAL PENSION FUND

(A) 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. Commencing with the first (1st) day of May 2020 and for the duration of the current Collective Bargaining Agreement between the parties and any renewals or extensions, the Employer agrees to make payments to the Plumbers and Pipefitters National Pension Fund for each Employee in accordance with the Collective Bargaining Agreement as negotiated.
2. The Employer shall make the contributions set out in paragraph (1) above 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.
3. Contributions set out in paragraph (1) above shall be paid starting with the employee's first day of employment in a job classification covered by the Collective Bargaining Agreement.

(B) 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.

- (C) 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 as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.
- (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 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.
- (E) If an Employer fails to make contributions to the Pension Fund within twenty (20) days of the end of the month during which the work was performed, the Union shall have the right to take whatever steps 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 attorney's fees, interest on the unpaid contributions of twelve percent(12%) per annum, and liquidated damages of ten percent(10%) of the unpaid contributions. The Employer's liability for payment shall not be subject to the grievance or arbitration procedure or the no-strike clause provided under the collective bargaining Agreement.
- (F) The parties agree that this Participation Agreement shall be considered a part of the collective bargaining Agreement between the undersigned parties.
- (G) The expiration date of the present collective bargaining Agreement between the undersigned parties is April 30, 2020. 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.

SECTION 5 - UA PLUMBERS 63 & STEAMFITTERS 353 JOINT PENSION TRUST FUND

The Employer shall contribute the negotiated amount (see Article VIII) per hour worked by each employee which includes show-up time covered by this Agreement, payable to the UA Plumbers 63 & Steamfitters 353 Joint Pension Fund. The Fund so created will be administered by a Board of Trustees in accordance with the terms of the UA Plumbers 63

& Steamfitters 353 Joint Pension Trust Fund, dated May 1, 1980, and the terms and provisions of which are herein incorporated by reference.

SECTION 6 - EAST CENTRAL ILLINOIS PIPE TRADES HEALTH AND WELFARE TRUST FUND

The Employer shall contribute the negotiated amount (see Article VIII) per hour for all hours worked by each employee, which includes show-up time covered by this Agreement payable to East Central Illinois Pipe Trades Health and Welfare Trust Fund. The Fund so created will be administered by a Board of Trustees in accordance with the terms of the East Central Illinois Trust. A duly executed Participation Agreement must be executed by and between the employer and the East Central Illinois Pipe Trades Health & Welfare Fund and kept on record at the fund office.

SECTION 7 - STEAMFITTERS LOCAL 353 EDUCATIONAL TRUST FUND

- (A) Steamfitters Local 353 Educational Trust Fund shall be charged with the selection, qualifications, education and training of all steamfitter apprentices, together with administration of the apprenticeship program and training facilities. Steamfitters Local 353 Educational Trust Fund shall be subject to the standards developed with the Bureau of Apprenticeship & Training/U.S. Department of Labor.
- (B) The Steamfitters Local 353 Educational Trust Fund shall be administered by a board of trustees consisting of three (3) appointed union trustees as outlined in the U.A. Constitution and Local 353 Constitution and By-Laws and three (3) elected or appointed Contractors that are members of MIMCA that employ employees covered under this collective bargaining Agreement. Each party may have one (1) representative that is not a trustee attend the meetings.
- (C) The Employer shall contribute the negotiated amount (see Article VIII) per hour for all hours worked by each employee covered by this Agreement, payable to the Steamfitters Local 353 Educational Trust Fund due on the same date as all other contributions in this Agreement. The fund so created will be administered by a Board of Trustees in accordance with the terms of the Steamfitters Local 353 Educational Trust, dated May 1, 1980, the terms and provisions of which are herein incorporated by reference.
- (D) The ratio of apprentices to journeymen shall be established by the fund trustees and shall be enforceable by the terms of this article subject to the availability of indentured apprentices.
- (E) The term of apprenticeship, while learning, shall comply with the training standards set forth by the United Association Constitution and By-Laws, and all apprentices shall be governed by the Steamfitters Local 353 Educational Trust Fund trustees.
- (F) Journeymen training programs shall be administered by the Steamfitters Local 353 Educational Trust Fund trustees.

(G) SAFETY TRAINING

Both journeymen and apprentice safety training classes shall be considered as part of the industry training objectives, beneficial to both the employer and employee, and such courses shall include training with respect to general requirements of the safety laws and regulations as well as discussions of the standards imposed by the state and federal safety acts.

SECTION 8 - PLUMBERS AND STEAMFITTERS LOCAL 137 ANNUITY FUND

The Employer shall contribute the negotiated amount (see Article VIII) per hour for all hours worked by each employee, which includes show-up time covered by this Agreement, to the Plumbers and Steamfitters Local 137 Annuity Fund ("Annuity Fund"). The Annuity Fund shall be administered by a Board of Trustees in accordance with the terms of the Trust Agreement governing the Annuity Fund. Contributions to the Annuity Fund shall be made in accordance with the Annuity Fund's rules and regulations and contributions shall likewise comply with the applicable sections of this Article that govern the payment of trust fund or fringe benefit contributions. The Employer agrees to be bound by the Annuity Fund's Trust Agreement.

ARTICLE XXIII - CHECK-OFFS**SECTION 1 - DELINQUENCY PROCEDURES AND BONDING REQUIREMENTS FOR CHECK-OFFS**

All Check-offs from wages shall be due and owed at the same time and to the same depository as the Trust Funds listed in Article XXII, and shall be subject to the same penalties in Article XXII Section 1 (D) and bonding requirements as the Trust Funds listed in Article XXII Section 3.

SECTION 2 - STEAMFITTERS LOCAL 353 DUES AND CHECK-OFF

Upon receipt of a valid written authorization signed by the employee, the Employer shall deduct from all employees covered by this Agreement the uniform dues and assessments of Steamfitters Local #353 and Pipe Trade District Council 34, and West Central Illinois Building Trades Council check-off and remit such monies to the depository designated and selected by Locals 63/353 Pension Trust Fund at the same time as all other benefit contributions due under this Agreement. The Employer agrees that if the dues structure is modified by the Union during the term of this Agreement as outlined in the U.A. Constitution, Section 130(b), and Steamfitters Local 353 Constitution & By-laws Article XIII, (13.4), or that the rate for any of the above listed check-offs is changed, then the Employer will adjust the rate accordingly upon written notice from the Union. The amount deducted shall be remitted to the depository designated and selected by the UA Plumbers 63 & Steamfitters 353 Joint Pension Trust Fund by the tenth (10th) day of the following month.

SECTION 3 - WEST CENTRAL BUILDING TRADES COUNCIL CHECK-OFF

The Employer agrees to deduct, once each week, from the wages of each employee covered by this Agreement, who signs said "check-off" authorization and assignment, the negotiated amount (see Article VIII) per hour for each hour worked. This includes all classes of employees employed under this Agreement, including, but not limited to apprentices, journeymen and supervisors. The amount deducted shall be remitted to the depository designated and selected by the UA Plumbers 63 & Steamfitters 353 Joint Pension Trust Fund by the tenth (10th) day of the following month.

SECTION 4 - PIPE TRADE DISTRICT COUNCIL 34 CHECK-OFF

The Employer agrees to deduct, once each week, from the wages of each employee covered by this Agreement, who signs said "check-off" authorization and assignment, the negotiated amount (see Article VIII) per hour for each hour said employee worked during the week. This includes all classes of employees employed under this Agreement, including, but not limited to, apprentices, journeymen and supervisors. The amount deducted shall be remitted to the depository designated and selected by UA Plumbers 63 & Steamfitters 353 Joint Pension Trust Fund of Peoria, Illinois and vicinity, by the tenth (10th) day of the following month.

If during the term of this agreement, the existing PTDC 34 would expand from the current two affiliated Locals consisting of 63 & 353, the Employer agrees to provide a newly named check-off that would replace the current Pipe Trade District Council 34 check-off.

SECTION-5 POLITICAL EDUCATION COMMITTEE FUND CHECK-OFF

The Employer, as part of the wages paid to employees under this Agreement, shall pay seven cents (\$0.07) for each hour worked by an employee into the political education fund and remit the amount monthly to a depository designated and selected by the Pension Trust on the same date that fringe benefits are due. The union may change the amount designated for this portion of wages upon thirty (30) days' notice in writing to the Employer and the Employer agrees to make future payments. An Employee may, by written authorization, direct that voluntary contributions be made by the political education fund to the Local PEC fund and the UA PEC fund.

ARTICLE XXIV - INDUSTRY TRUST FUND**SECTION 1**

The Mid-Illini Mechanical Contractors Association Industry Fund current Trust Agreement (1 December 1997) is incorporated in and made a part of this Agreement and shall be binding on all signatory Employers employing workers under this Agreement.

SECTION 2

Effective upon implementation of this Agreement, each signatory Employer will contribute the negotiated amount (see Article VIII) per hour for every hour worked by every employee of the Employer covered by this Agreement. Industry Fund payments must be made monthly on or before the tenth (10th) day of the succeeding month. Delinquent contribution payments are subject to penalties, interest, liquidated damages, and any other costs incurred during collection in accord with the MIMCA Industry Fund Trust Delinquent Policy.

SECTION 3

The MIMCA-IFT contribution rate shall not exceed one percent (1%) of the journeyman wage rate. The MIMCA-IFT contribution rate will be determined by Industry Fund Trustees on an annual basis during the term of this Agreement.

Article XXV - TRICON CONTRIBUTION

Effective upon implementation of this Agreement, each signatory contractor will contribute the negotiated amount of four cents (\$.04) for each hour worked by every covered employee into TRICON for the term of this Agreement.

In the event during the term of this agreement TRICON ceases to exist, the contribution of four cents (\$.04) per hour shall be applied to the Steamfitters Local 353 Educational Trust Fund.

The TRICON check-off shall be remitted to the depository designated by the UA Plumbers 63 & Steamfitters 353 Joint Pension Trust Fund by the 10th of the following month in which the hours were worked

ARTICLE XXVI - SEVERABILITY AND INVALIDITY**SECTION 1**

Duly authorized representatives of Steamfitters Local 353, the Association and other non-member employers shall sign this Agreement. The provisions of this Agreement are binding on all parties except as they might be in conflict with federal, state and local laws. This Agreement is the entire and final Agreement between the parties and concludes collective bargaining on any and all bargaining issues for the term except as otherwise expressly provided in this Agreement.

SECTION 2

If, during the term of this Agreement, any federal, state or municipal law shall be altered so as to effect the validity of any Article or provision of this Agreement, the Union and Association and/or Contractor shall suspend the operation of such Article or provision of this Agreement and shall substitute by mutual consent in its place an Article or provision which shall be valid under law.

ARTICLE XXVII - DATE OF AGREEMENT AND AMENDMENTS**SECTION 1**

This Agreement shall become effective May 1, 2020 and remain in full force and effect through April 30, 2025 and shall continue in force from year to year unless notice is given in writing to the other party at least one hundred twenty (120) days prior to the expiration date.

SECTION 2

- (A) This Agreement shall be subject to amendment at any time by mutual consent of the parties. Such amendments shall be reduced to writing; state the effective date of the amendments; be executed and shall become as much a part of this Agreement as if originally incorporated herein.
- (B) During the term of this Agreement in the event of the merger or amalgamation of Steamfitters Local 353 with any other United Association Local Union(s), the Contractors agree that subject to the provisions of law, such newly formed merged local union, if any, shall be recognized by the Mid-Illini Mechanical Contractors Association (MIMCA) or any successor organization to the same extent as the local unions executing this Agreement.

SECTION 3

- (A) If a timely written notice has been served by either party in accordance with Section 1 of this Article XXVIII, and local efforts and facilities to resolve disputes over either wages, hours, working conditions, and retroactivity have failed of settlement, the Union and the Association shall submit the dispute to the Industrial Relations Council (IRC) for the Plumbing and Pipefitting Industry. Where the Union and the Association have so voluntarily agreed and the IRC has accepted the dispute, the decision of the IRC shall be final and binding on the Union and the Association. Pending the IRC's final decision, all terms and conditions of this Agreement shall continue in full force and effect.

(B) The provisions of Article VI Section 3 are applicable to all submissions by the parties accepted by the IRC. Should any dispute submitted to the IRC not be accepted by the IRC, or should such dispute be returned to the parties unresolved, or if the IRC fails for any reason to act on such dispute, then in that event, the provisions of Article VI Section 3 shall not apply and the parties shall revert to the bargaining position held prior to the submission of such dispute.

Labor Management Agreement - Steamfitters Local 353 2020-2025

The parties by their duly authorized agents have executed this Agreement on this first (1st) day of May, 2020

MID-ILLINI MECHANICAL CONTRACTORS ASSOCIATION



Jeff Frieden, President



Scott Larkin, Executive Vice President

STEAMFITTERS LOCAL NO. 353



Michael T. Howard, President



Evan Wooding, Business Manager/ Financial Secretary

ADDEMDUM A – CONTRACTORS REPRESENTED BY MIMCA

Carrier Building Services
1601 W. Detweiller Dr.
Peoria IL 61615
(309) 692-5151

Commercial Mechanical Inc.
50 First Street
PO Box 368 Dunlap, IL 61525
(309) 243-7768

J.C. Dillon Inc.
PO Box 3590
Peoria, IL 61612
(309) 689-1596

Diversified Mechanical Inc.
329 N. Western
Peoria, IL 61604
(309) 637-2212

Garber Heating & Air Conditioning
PO Box 502
310 Detroit Ave.
Morton, IL 61550
(309) 266-9327

General Power Construction Company
901 S. Bosch Road
Peoria, IL 61607
(309) 698-4000

Illinois Mechanical Service & Design
907 N. Stanley Drive
Chillicothe, IL 61523
(309) 713-3640

Johnson Controls Inc.
3116 N. Main St.
East Peoria IL, 61611
(309) 427-2800

XCELL DBA/Com-Tech Holdings Inc.
30068 Illinois Rt. 9
Mackinaw, IL 61755
(309) 241-8015

Commercial Irrigation & Turf
109 Commercial Dr.
East Peoria, IL 61611
(309) 698-3011

PIPCO Companies LTD
1409 W. Altorfer Drive
Peoria, IL 61615
(309) 692-4060

Precision Mechanical Services
517 Greenfield
Tremont, IL 61568
(309) 925-5274

Refrigeration Services
PO Box 109
Morton, IL 61550
(309) 698-7948

G.A. Rich & Sons
PO Box 50
Deer Creek, IL 61733
(309) 447-6231

Dave Roth Mechanical
106 N. Cedar
Washington, IL 61571
(309) 444-8820

H & S Mechanical Inc.
9515 Buckingham Ct.
Mapleton, IL 61547
(309) 369-4217

D/H Mechanical
1301 N. Country Lane
Peoria, IL 61604
(309) 637-4535

Mechanical Services Inc.
PO Box 1508
Galesburg, IL 61402
(309) 342-8136

Test Development Innovators.
361 Erie Ave.
Morton, IL 61550
(309) 263-6000

Thermal Services Inc.
303 N. Main
East Peoria, IL 61611
(309) 699-3333

Tobin Brothers
2010 N.E. Perry
Peoria, IL 61603
(309) 685-7641

Universal Refrigeration
2650 N Woodford
Decatur, IL 62526
(217) 875-7487

Wayne Mechanical
RR 1
Metamora, IL 61548
(309) 360-7770

Dries Brothers
5001 N. Renwood
Peoria, IL 61614
(309) 691-4535

For the most current list of Contractors signatory to the MIMCA and Steamfitters Supplementary Agreement(s), contact Steamfitters Local #353 @ (309) 633-1353