

LABOR – MANAGEMENT AGREEMENT

between

Mid-Illini Mechanical Contractors Association

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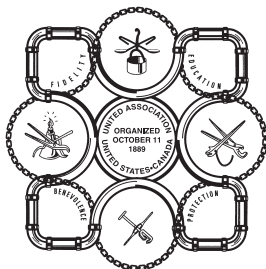
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EFFECTIVE MAY 1, 2021 THROUGH APRIL 30, 2025

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THIS AGREEMENT is made on the first (1st) day of May 2021 through the thirtieth (30th) day of April 2025 by and between the Mid-Illini Mechanical Contractors Association of Peoria, Illinois (known as the "Association") for and on behalf of all Employers, and Plumbers Local Union 63 (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 Industry of the United States and Canada.

The word "Employer" means any signatory contractor agreeing to be bound to all terms and provisions of this Agreement. This basic Agreement is entered into under the principle that the Employer and the Union have a common and sympathetic interest in the plumbing industry. A working system and harmonious respect are necessary for a positive relationship between the Employer, Union and public. Industry progress demands mutual confidence between the Contractor and Union. All benefit from continuous peace and by addressing any differences with rational, common-sense methods.

Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE I RECOGNITION

(A) The Association and/or Contractor recognizes Plumbers Local Union 63 as the sole and exclusive collective bargaining agent with respect to wages, hours and other conditions of employment, for all journeyman plumbers, metal tradesmen and apprentice plumbers.

(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 hereinafter be a member of the multi-employer bargaining unit represented by the Association unless this authorization is withdrawn by certified written notice to the Association and the Union not more than one hundred and fifty (150) days and not less than one hundred and twenty (120) days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. (See Addendum B.)

(C) During the terms 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 shall be made available to each bargaining unit Employer. The Union must immediately notify the Association of any concessions and all changes.

(D) The Association and Unions must provide notification 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.

(E) As a time, proven philosophy to ensure 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 here to agree and recognize an endeavor to adhere to the values, concepts and ethic that have been developed within the United Association's "Standard of Excellence".

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 63 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 within the jurisdiction described in Article III, Section 3(b).

ARTICLE III HIRING AND REFERRAL

SECTION 1

(A) Plumbers Local 63 shall maintain a list of Journeymen, Apprentices, and Metal Tradesmen available for employment. Such list shall be available at all times for inspection by any party signatory to this Agreement.

(B) The Contractor shall request Local 63 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.

(D) The Contractor shall within twenty-four (24) hours notify the applicable Local 63 of the termination of any employee. When an employee is discharged or laid off, Local 63 shall be provided a "Severance Notice Form" showing condition of discharge; i.e., Voluntary Quit, Reduction in Force, Fired for Cause, etc. Forms will be supplied by the Union.

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 (1st) from Class I, then from Class II, and then from Class III, commensurate with rotation of registrants and who have acquired experience and possess the requisite skills 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 men to act as general foremen, area foremen, foremen, or leadmen, shall be honored without regard to

the requested man's place on the out-of-work roster. When this method is used, the Contractor shall fill out a "Employee Request Form" which will be provided by the Union.

2. Requests by Contractors for particular applicants in Class I employed by the Contractor for a minimum of three (3) consecutive weeks and who have been laid off or terminated by the Contractor within three hundred sixty (365) 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.
3. Requests by Contractors signatory to this Agreement for employment of applicants of Local 63 shall be honored as follows:
 - (a) Once during the contract year, Contractors may select three (3) employees of his/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.
 - (b) When the Contractor has a need for more than one (3) employees the request for additional employees shall be honored in accordance with the list of employees maintained by Local 63 in proper rotation. The first (1st) applicant on the list is the applicant referred to the contractor.

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

1. **CLASS I** - All plumbers and metal tradesmen who have had a minimum of five (5) years actual practical working experience as a journeyman or apprentice in the building and construction industry, who are residents of the geographical area constituting the normal construction labor market, and have 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 plumber or metal tradesman. Any question as to what constitutes a "Competency" examination shall be resolved by the Joint Apprenticeship and Training Committee.

Provided further that any plumber or metal tradesman 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 plumber, and metal tradesmen applicants are identical with the requirements for Class I plumber, and metal tradesmen 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 plumber, and metal tradesmen applicants not meeting the requirements set forth above for Class I and Class II.
4. **APPRENTICES** - Plumber apprentices shall be referred in accordance with ratios and conditions provided in Article XXII, Section 12(a). (Plumber Metal Trades Apprenticeship Program).

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 party hereto, granted to them under their charter and by awards and resolutions of the International Union.

SECTION 4 NON-DISCRIMINATION

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 each hiring facility where notices to applicants for referral are customarily posted.

ARTICLE IV MANAGEMENT RIGHTS

SECTION 1

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

There shall be no limit on production by employees nor 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

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

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

ARTICLE V UNION REPRESENTATION AND ACCESS OF JOBS

SECTION 1

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

(A) The parties agree that the Local 63 may appoint stewards with reference to shop or job should they desire to do so. When stewards are appointed, the Contractor shall be notified in writing. 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) plumbers, 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 63 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

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 first step 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 thereto 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 63 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 the applicable Local Union 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 63 and the 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 63 shall select the impartial Arbitrator by alternately eliminating one (1) name from the list until only one (1) 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 machinery 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 XXVI, 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 WORKERS 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 plumber and employees coverage under the Unemployment Compensation Act. The Contractor further agrees to voluntarily cover all plumber 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 the Local 63 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

SECTION 1 — JOURNEYMEN

WAGE SCALE A Effective May 1, 2021

	Journeyman	Apprentice
Wages per hour (base)	\$36.72	percentage
Deductions, after taxes, per hour		
Political Education Fund	\$0.04	\$0.04
Pipe Trades District Council #34.....	\$0.40	\$0.31
West Central Illinois Building Trades	\$0.16	\$0.16
Supplemental Membership Dues	\$0.10	\$0.10
Dues Check off.....	4% of Plumbers Hourly Rate	
Dues Check off	Apprentices - 4% of current hourly rate	

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

The Annuity Fund	\$3.50	\$3.50
The Local Pension Fund.....	\$11.78	percentage*
The Health and Welfare Fund.....	\$8.25	\$8.25
The National Pension Fund	\$1.68	\$1.68
The Local Educational Fund.....	\$1.15	\$1.15
International Training Fund	\$0.10	\$0.10
The Industry Trust Fund.....	\$0.26	\$0.26
TRICON.....	\$0.02	\$0.02

Total Package (Journeyman wage & benefits) \$63.46

***The requirement for a contribution by the employer on behalf of apprentices for the UA Plumbers 63 & Steamfitters 353 Joint Pension Trust Fund will commence on May 01, 2014. The contribution rate for the term of this agreement shall be at the corresponding apprentice percentage based on the current journeyman contribution rate to the UA Plumbers 63 & Steamfitters 353 Pension Trust for every hour worked.**

WAGE SCALE C Effective May 1, 2022

Total Journeymen Wage & Benefit Package = \$64.98
(Benefit & check-off allocations from total package to be determined)

WAGE SCALE D Effective May 1, 2023

Total Journeymen Wage & Benefit Package = \$66.50
(Benefit & check-off allocations from total package to be determined)

WAGE SCALE E Effective May 1, 2024

Total Journeyman Wage & Benefit Package=\$68.02

SECTION 2 — APPRENTICES

Effective for all new apprentices entering the program after May 01, 2011 and before May 1, 2021

Minimum Time

First 6 months	40% of Journeyman rate after 850 hours worked
Second 6 months	45% of Journeyman rate after 850 hours worked & competency test
Third 6 months	50% of Journeyman rate after 850 hours worked
Fourth 6 months	55% of Journeyman rate after 850 hours worked & competency test
Fifth 6 months	60% of Journeyman rate after 850 hours worked
Sixth 6 months	65% of Journeyman rate after 850 hours worked & competency test
Seventh 6 months	70% of Journeyman rate after 850 hours worked
Eighth 6 months	80% of Journeyman rate after 850 hours worked & competency test
Ninth 6 months	85% of Journeyman rate after 850 hours worked
Tenth 6 months	90% of Journeyman rate after 850 hours worked & competency test

Effective for all new apprentices entering the program after May 01, 2021

Minimum Time

First Year	50% of Journeyman Rate
Second Year	60% of Journeyman Rate + 1600 work hours prior year
Third Year	70% of Journeyman Rate + 1600 work hours prior year
Fourth Year	80% of Journeyman Rate + 1600 work hours prior year
Fifth Year	90% of Journeyman Rate + 1600 work hours prior year

SECTION 3 — SUPERVISION

Leadman	Journeyman rate plus 8%
Foreman	Journeyman rate plus 9%
Area Foreman	Journeyman rate plus 15%
General Foreman	Journeyman rate plus 20%

SECTION 4 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.

SECTION 6 JOURNEYMAN HELPER SECTION

(A) Effective May 1, 2021, the Union and Contractors Association agree to establish Journeyman Helper Classification with a base wage of thirty-five (35%) percent of the Journeyman wage rate per hour and Welfare provided by the Employer, through contributions made to East Central Pipe Trades Health and Welfare Plan. No other benefits will apply to this classification.

(B) The Journeyman Helper will be taken from any position on the current Local 63 Ed trust apprentice applicant list. Only one (1) Journeyman Helper per company.

(C) The scope of the 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: fire watch: 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 the plumbing or pipefitting system.

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

Eight (8) consecutive hours exclusive of lunch period, between 7:00 a.m. and 4:30 p.m. shall constitute a day's work. Forty (40) consecutive hours between Monday 7:00 a.m. through Friday 4:30 p.m. (except by mutual consent between the Contractor and Plumbers Local Union 63) 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 7:00 p.m., the Contractor shall either allow an unpaid dinner period of one (1) hour duration between 7:00 p.m. and 8:00 p.m. or the Contractor shall provide food at the job site to be consumed while the work continues and, an additional one-half (1/2) hour wages shall be paid at the applicable overtime rate for the dinner period not taken. If work is to begin before 7:00 a.m. and work to continue beyond an eleven (11) hour work day, the same provisions shall apply to a dinner period. This provision shall not apply when working a scheduled twelve (12) hour shift.

SECTION 2

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 start of work day and after end of work day (except by mutual consent between the Contractor and Plumbers Local Union 63) shall be at the overtime rate of time and one half (1 ½). All hours worked on Sundays and the holidays provided for in this Agreement shall be paid for at the rate of double (2) 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

(A) Employees reporting for work, within the jurisdiction as described in Article III Section 3 shall report ready for work at the designated starting time at the job or at the shop as designated by the Contractor. Employees shall not leave the job until the designated quitting time unless instructed to report back to the shop, in which case they shall return to the shop by quitting time. Employees shall be allowed sufficient time to put away tools and equipment and be ready to leave the job or shop by quitting time, except where mutual consent between the Contractor and Plumbers Local Union 63 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 3:15 p.m. with a one-half (1/2) hour unpaid lunch period between the fourth and fifth 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

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 (1 ½). Saturday work will be paid at one and one-half (1 ½) times the regular wage rate. Sunday and holidays will be paid at the double (2) time rate.

SECTION 5 SHIFT WORK

(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 (1st) shift (day shift) shall be eight (8) consecutive hours, worked between the hours of 7:00 or 8:00 a.m.

and 3:30 or 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 Night Shift is eight (8) consecutive hours worked between 3:30 or 4:30 p.m. and 12:00 or 1:00 a.m. Night Shift workers receive eight (8) hours pay for eight (8) hours worked at the regular hourly rate plus three dollars (\$3.00) per hour...

(C) The Graveyard Shift is eight (8) consecutive hours worked between 12:00 or 1:00 a.m. and 8:00 or 9:00 a.m. Graveyard Shift employees receive: eight (8) hours pay for eight (8) hours worked at the regular hourly wage rate plus two dollars (\$5.00) per hour; a paid (30) minute lunch period; and eight (8) hours paid benefits.

(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, forty (40) consecutive hours between 7:00 a.m. Monday through 9:00 a.m. Saturday). All other work performed on Saturday, Sunday or holiday and all hours worked other than the regular shift hours shall be paid according to the Craft Agreement.

(F) There shall be no pyramiding of shift and overtime rates and double the straight time rate shall be the maximum compensation for any hour worked.

(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.

(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. 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, 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.

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, Thanksgiving Day, Friday following Thanksgiving Day and Christmas Day. Veterans Day is to be celebrated the day after Thanksgiving Day. No work will be performed on Labor Day under any consideration, except in extreme emergency.

When a holiday falls on a Saturday, the holiday will be observed on the preceding Friday. When a holiday falls on a Sunday, the holiday will be observed on the following Monday.

By mutual agreement between plumber and contractor the plumber can work the day that is not the actual holiday at the regular wage rate.

ARTICLE XI PAYDAYS AND HOLD BACK

SECTION 1

All Journeymen/Apprentice members of the local shall be paid once each week. Payday shall be on Thursday or Friday. The Employer shall designate which one of those two (2) days will be the payday prior to the start of the job. When the regular payday is a holiday, then the last work day before the holiday is payday.

SECTION 2

Wages shall be payable before quitting time and are to be paid in cash, other legal tender, or (with the approval of the employee) by Electronic Fund Transfer (EFT). The weekly payroll shall end no earlier than the third (3rd) day prior to payday. Accompanying such payment of wages shall be a separate statement identifying the Employer, showing the total earnings, the amount and purpose of each deduction, number of hours and net earnings.

SECTION 3

If there is no work on payday, the pay checks shall be available at the job site not later than one (1) hour from starting time at the customary place. By mutual agreement, the Business Manager and Contractor may alter payday or holdback on any job site with reasonable cause.

SECTION 4

The Employee shall receive payment through the time of lay off by delivery on the next standard work day or at the Employer's office that same day.

If that laid off 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 ½) times the regular rate on Saturday, and two (2) times the regular rate of pay on Sundays and holidays.

When an employee is fired, wages shall be paid in full for all hours worked up to time of termination. Wages shall be made in person at jobsite at time of termination. If payment is made by mail, then payment shall be postmarked date of termination. For everyday that payment postmark exceeds termination date, fired employee is due one (1) full additional day's pay.

If an employee voluntarily quits, wages will be paid on the next regularly scheduled payday.

ARTICLE XII TRAVEL AND TRAVEL EXPENSE

SECTION 1

(A) 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.

(B) If the jobsite is not located within the work jurisdiction of the Local and is far enough away to warrant an overnite stay, a room and fifty dollars (\$50.00) per day for meals will be provided by the Contractor. This rate is to be considered a minimum rate.

SECTION 2 VEHICLES

No bargaining unit employee referred from Local No. 63 shall drive the Contractor vehicle at any time other than during working hours except while driving to and from work. Under no circumstances should

the employee be made to pay for fuel and maintenance related to the Employer's vehicle. The employee shall not be allowed to furnish any vehicle to his Employer under rental, lease or any other conditions except on an emergency basis. During such emergency, the maximum length of rental shall be no more than five (5) consecutive days. The terms of rental are subject to mutual consent between Contractor, the employee, and the Union

SECTION 3 JURISDICTION OF PLUMBERS LOCAL 63

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 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 intersection of Route 116., north of 116 to the intersection of 116 and route 18. Then north of 18 and west of Interstate 39 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 the 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 one (1) mile outside the western city limits of Carthage. South on Route 94 from Carthage to the Adams/Hancock County line. East on the Adams/Hancock County line to the Schuyler County line. North on the Hancock/Schuyler County line to the McDonough/Schuyler County line. East on the Schuyler County line to the Frederick Township line. South on the Frederick Township line to the Illinois River south of Beardstown. The Illinois River is the boundary that connects Beardstown to Havana completing Local 63's lines of jurisdiction.

The jurisdiction of Plumbers Local Union No. 63 is as follows, listed by county and then town, city or village:

Peoria County

Alta	Glasford	Oak Hill
Bartonville	Hanna City	Orchard Mines
Bellevue	Kickapoo	Peoria
Brimfield	Kingston Mines	Peoria Heights
Chillicothe	Lancaster	Princeville
Cramer	Lawnridge	Rome
Dunlap	Laura	Smithville
Edelstein	Mapleton	Southport
Eden	Monica	Trivoli
Edwards	Mossville	Tuscarora
Elmore	North Hampton	
Elmwood	Norwood	

Stark County

Bradford	Lafayette	Stark
Castleton	Modena	Toulon
Duncan	Osceola	West Jersey
Elmira	Speer	Wyoming

Tazewell County

Allentown	East Peoria	Pekin
Armington	Green Valley	Pekin (North)
Bishop	Groveland	Pekin (South)
Cooper	Hopedale	Powertown
Crescent	Lilly	Spring Lake Area
Creve Coeur	Mackinaw	Sunnyland
Danvers	Marquette Heights	Tremont
Deer Creek	Midway	Union
Delavan	Minier	Washington
Dillon	Morton	Winkel

Woodford County (Portion)

Bay View Gardens	Eureka	Roanoke
Benson	Germantown	Secor
Cazenovia	Germantown Hills	Spring Bay
Cragar	Lowpoint	Washburn
Metamora		

Fulton County

Astoria	Ellisville	Marietta
Avon	Enion	Middlegrove
Banner	Fairview	Monterey
Blyton	Farmington	Norris
Breeds	Gilchrist	Rapatee
Brereton	Ipava	St. David
Bryant	Leesburg	Sepo
Bernadotte	Lewistown	Seville
Canton	Little America	Smithfield
Checkrow	Liverpool	Summum
Cuba	London Mills	Table Grove
Duncan Mills	Maple Mills	Vermont
Dunfermline	Marbleton	

Marshall County (Portion)

Camp Grove	LaRose	Sparland
Lacon (S. side Rt. 17)	Pattonsburg	Toluca
LaPrairie Center	Wilbern	

Mason County (Portion)

Bishop	Forest City	Manito
Topeka		

McDonough County

Adair	Colmar	Prairie City
Bardolph	Fandon	Sciota
Blandinsville	Good Hope	Scottsburg
Bushnell	Industry	Tennessee
Colchester	Macomb	Walnut Grove
New Philadelphia		

Hancock County (Portion)

Augusta	Carthage	LaHarpe
Bentley	Denver	Plymouth
Bowen	Fountain Green	St. Mary
Burnside	LaCrosse	Webster

Schuyler County (Portion)

Bader	Browning	Frederick
Bluff City	Doddsville	

ARTICLE XIII VACATIONS

Each bargaining unit employee shall be granted a three (3) 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

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

(A) A plumber leadman shall be designated on all jobs or projects when there are four (4) to seven (7) plumbers working.

(B) A foreman will be designated on all jobs or projects when there are eight (8) or more plumbers working. No leadman is required when a foreman is assigned to a job or project.

SECTION 3

(A) When a Contractor or his representative has assigned plumbing work to be performed, to any Foreman, Area Foreman, General Foreman, or Leadman required by this Contract, and the above such supervisory person has direct control over Plumbers/Metal Tradesmen

and Apprentices, it shall be required that such supervisory person shall be a State of Illinois Licensed Journeyman/Plumber Article III, Section 2 (a) Class 1 and shall immediately become affiliated with Plumbers Local Union No. 63.

(B) All General Foremen, Area Foremen, Foremen and Leadmen 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.

(C) All General Foremen, Area Foremen, Foremen, and Leadmen can do minor material handling.

(D) All General Foremen, Area Foreman, Foremen, and Leadmen shall not act contrary to or in violation of the terms and conditions of any Collective Bargaining Agreement entered into by the Local Union or the United Association, neither shall he act contrary to his obligations of union membership.

(E) Only one (1) member of a contracting firm shall issue instructions directly to the designated plumber/metal tradesman General Foreman or Foreman.

(F) All orders, directions and instructions shall be issued to journeymen and apprentice plumber/metal tradesmen and/or journeymen 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

All plumbing work inside the jurisdiction of the Plumbers Local 63 shall be done according to the Illinois Department of Public Health Plumbing Code as amended from time to time. Provided that when the requirements of a code in any area throughout the jurisdiction of the council exceeds the requirements of the Illinois Department of Public Health Plumbing Code, then in that event the greater requirement with respect to the locality in which it applies, shall be adhered to.

SECTION 2

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. Potable water shall also be provided to employees at site. Heating facilities shall be provided during the cold and inclement weather.

SECTION 3

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

SECTION 4

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 5

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

SECTION 6

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 7

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 8

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 63 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 9

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

SECTION 10

It is agreed that the 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 personal break time. Employees agree to abide by company polices relating to personal cellular device use.

ARTICLE XVI DRUG/ALCOHOL POLICY AND SAFETY

SECTION 1 DRUG AND 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 terminated 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 all testing as required by the project owner or any federal or state mandated agency at the expense of the Employer. The Employer must pay testing expenses if the test results are negative. The Employee must pay testing expenses if the test results are positive. 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, done by breathalyzer or urinalysis or blood test, will be reflected by a blood alcohol content equal to, or greater than, the current Illinois State Motor Vehicle regulations. 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 an 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.

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) 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

ARTICLE XVII SCOPE OF WORK

SECTION 1

It is agreed that this Agreement shall cover all journeymen and apprentice plumbers employed by a Contractor signatory to this Agreement engaged in the installation of all plumbing 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 included in the trade jurisdictional claims of the Union.

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

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 field testing of all welds and welders, including nondestructive testing, including NDT Examiner positions, and the performance of all welding required to install plumbing systems, shall be assigned to bargaining unit employees.

All kitchen, laundry and laboratory equipment having plumbing connections.

Bargaining unit employees shall unload, handle and place, and reload cribbing used in the installation of plumbing and 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 plumbing systems and equipment subject to engineering and advisory assistance when required.

The erection and dismantling of all scaffolding and staging required to install plumbing systems.

The setting up and dismantling of derricks, gin pokes 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 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 plumbing 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, fork lifts, scissor hoists, coffering hoists, power pipe machines, handpower units, power drives, etc..., operated for the purpose of raising men, tools, or materials, as required in the plumbing 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 Local 63 office if the Contractor has rough in or rough in and finish. The Contractor agrees to abide by the United Association/Sheet Metal Agreement pertaining to kitchen equipment.

Contractors engaged in plumbing work shall abide by the State of Illinois Plumbing Code. Such work shall be performed by Local 63 bargaining unit employees.

Bath fixtures – Marbleized tops – the unloading, handling and installation of all marbleized or fiberglass plumbing fixtures, such as showers, tubs, sinks, lavatories and one-piece combination tops containing the plumbing fixture.

The installation of water mains and services whether public or private. The tapping of such water mains and the installation and connecting of water services from the mains.

The installation of all single sanitary sewers and lift station piping as per UA/Laborer Agreement.

All subsoil surface drainage piping within the confines of any building or foundation thereof.

The installation, repair, and maintenance of toilet accessories.

The installation, repair, and maintenance of acid waste piping.

The installation, repair, and maintenance of industrial waste water connected to a sanitary sewer.

The installation, repair, and maintenance of nonpotable water.

The installation, repair, and maintenance of piping systems.

The installation, repair, and maintenance of medical gas piping systems.

The installation, repair, and maintenance of low voltage electronically controlled fixtures.

The installation, repair, and maintenance of water treatment plants.

The installation, repair, and maintenance of sewer treatment plants.

The installation, repair, and maintenance of Human Machine Interface Systems.

The installation, repair, and maintenance of Supervisory Control and Data Acquisition Systems.

The installation, repair, and maintenance of DDC Direct Digital Control.

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 nine percent (9%) 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 nine percent (9%) 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

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.

Local 63 must be notified if the Employer receives a project that does not include all the areas of work as defined in Article XVII Section 1. 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 ½) times the applicable rate, unless shift work is mutually agreed to by and between the parties.

SECTION 3

(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

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

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

SECTION 6

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 plumbing and 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

Employers will have the option to fabricate in the shop or on the job site to secure fabrication work for Employees covered by this Agreement. Under this Agreement, Employees performing pipe fabricating work receive the same terms and conditions of employment when working either in the shop or on the job site.

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, are not covered by this Agreement except when such work can feasibly and reasonably be performed by bargaining unit employees at the job site or in the Contractor's shop. Pipe hangers and pipe supports which are contracted out shall be shipped to the job unattached. 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.

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 plumbing 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 Plumbers Local 63.

No Contractor signatory to this Agreement shall subcontract plumbing shop work that has been heretofore 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.

ARTICLE XXII TRUST AGREEMENTS

SECTION 1

(A) The parties reaffirm the establishment and their continued participation in the following trusts:

1. Plumbers & Steamfitters National Pension Fund;
2. UA Plumbers 63 & Steamfitters 353 Joint Pension Trust Fund;
3. East Central Illinois Pipe Trade Health & Welfare Trust Fund;
4. Plumbers Education Trust; Fund;
5. Plumbers Local 63 Annuity Benefit Fund; and
6. United Association International Training Trust Fund.

The Employer shall make the payment required by all the trusts set forth in Article XXII and Article XXIII and all prior agreements, understandings or practices which permitted Employers to not contribute to said trusts on behalf of the employees who were also an owner, shareholder, officer and/or director of the Employer "owner employee" but who performed bargaining unit work as well as non-bargaining unit work are hereby superseded and declared null and void. If the employer has signed a separate agreement with any trust fund permitting the employer to "opt out" agreement. As of May 1, 2018, an Employer must make contributions on all the owner employees performing bargaining unit work regardless of an

employee's position or ownership status with the Employer; provided that each respective trust allows the Employer to make contributions on such "owner employees." In the event that the respective trusts do not allow the Employer to make contributions on behalf of such "owner employees," then "owner employee" shall not be permitted to perform bargaining unit work.

In recognition that employees, whether as a shareholder in a corporation, officer and/or director, or owner of an unincorporated entity, may perform non-bargaining unit work as well, the Employer agrees that the set number of hours required to be paid or remitted per month (or week if applicable) by an Employer on behalf of an individual covered by this paragraph shall be determined by the respective trust. The Employer further agrees that the set number of hours required to be paid or remitted shall be subject to change by the respective trust. In addition, all contributions required hereunder shall be made at such time in such manner as each respective trust requires and shall be at the contribution rates established herein. All contributions required hereunder shall at all times be made in compliance with the Agreements and Declarations of Trust and Policies and Procedures of the respective trusts.

(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 Agreements and 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 thirtieth (30th) 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 1 thru April 30)... By notification by 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 by 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 offence annually. All liquidated damages at the rate of ten 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 Business Manager of Plumbers Local 63 shall impose liquidated damages in the amount of ten percent (10%) of the delinquency Trust Funds contributions and check-offs to be applied if received and/or postmarked after the delinquency due date. In addition, interest is the sum of twelve percent (12%) annualized and accruing at the rate of one percent (1%) per month will also be applied. The interest will accrue as long as the delinquency remains outstanding.

Plumbers Local 63 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. Plumbers Local 63 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 Plumbers Local 63 prior to the return of any manpower to the employer. In the event employee(s) are removed from the employer due to delinquencies, the removed employee(s) may accept another job referral from Plumbers Local 63. At the employee's sole discretion, he/she will not be required to return to his/her previous delinquent 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 and 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 63 a copy of the forms.

SECTION 2 DEFINITION

(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 shall also 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 WAGE BOND

(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, Pensions, Savings, Education, Annuity, Industry, or other Funds and Check-Offs established under the contract.

WAGE BOND SCHEDULE

1 - 3 employees	\$20,000
4 - 6 employees	\$40,000
7 - 9 employees	\$60,000
Each additional 10 +	\$60,000

The 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 (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 Plumbers Local 63 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.

In the event the Employer fails, defaults, or refuses to meet the financial obligations for all employees wages, check-offs, and/or fringe benefit contributions, the trustees of any trust fund or the Business Manager of Plumbers Local 63, 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 provisions 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 twenty (20) 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 attorneys' fees and such late payment fees which may be assessed by the Trustees. The Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure or the "no strike" clause provided under the Collective Bargaining Agreement.

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 FUND PENSION

(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 (See Article VIII) 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 2021, and for the duration of the current Collective Bargaining Agreement between the parties and any renewals or extensions thereof, the Employer agrees to make payments to the Plumbers and Pipefitters National Pension Fund for each Employee 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 subparagraph (1) above shall be paid starting with the Employee's first day of employment in a job classification covered by the Collective Bargaining Agreement.
4. The Employer shall continue contributions to the Fund for any compensated Employees who were previously covered by the Fund as members of the bargaining unit and who are continuing to perform work of the type covered by the Collective Bargaining Agreement for at least half of their hours with the Employer. It is understood that the Employer may not make contributions on behalf of an Employee who owns or whose spouse owns ten percent (10%) or more of

the corporation unless it signs and abides by a participation agreement covering such owner Employees. It is also agreed that the Employer shall not make contributions to the Fund on behalf of any Employees other than those specified herein.

(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 Collec-

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

(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, 2025. 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 LOCAL 63 & STEAMFITTERS LOCAL #353 JOINT PENSION TRUST FUND

The Employer shall contribute the negotiated amount (See Article VIII) per hour worked by each employee (except apprentices indentured after May 1, 1983) which includes show-up time covered by this Agreement, payable to the UA Plumbers 63 & Steamfitters 353 Joint Pension Trust 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, or the terms and provisions of which are herein incorporated by reference.

SECTION 6 EAST CENTRAL ILLINOIS PIPE TRADE 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 Trade Health and Welfare Trust Fund. The Fund so created is administered by a jointly trusted board in accordance with

the terms of the East Central Illinois Pipe Trades Health & Welfare Fund's Trust Agreement. 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 PLUMBERS LOCAL 63 ANNUITY BENEFIT FUND

(A) The Employer shall contribute the negotiated amount (See Article VIII) per hour worked which includes show-up time and remit such to the depository designated and selected by the Trustees for the Plumbers 63 Annuity Benefit Plan. This Trust will conform to the applicable requirements of the Labor-Management Relations Act of 1947, as amended (known as Taft-Hartley Act) and the Employee Retirement Security Act of 1947 (known as ERISA); and qualify as an "exempt trust" pursuant to Section 501(a) and other pertinent provisions of the Code. There shall be four (4) Trustees who, as a Board shall each be "named fiduciary" as defined in Section 402(a) (2) of the Act. Two (2) Trustees shall be appointed by the Local Union. The Trustees will jointly create and maintain those documents necessary to carry out the business of the Plan. Operational items and regulations, summary plan description, letters of understanding, audit policy, withdrawal policy, claims appeal procedure, collection procedure, investment policy, IRS filing procedures, fiduciary insurance policy, contracts with service providers, and so on as necessary for the business of this Trust. The amount deducted shall be remitted to the depository designated and selected by Local No. 63 and 353 Pension Trust of Peoria Illinois and vicinity by the tenth (10th) day of the following month.

SECTION 8 AUTHORIZATION TO DEDUCT WORKING ASSESSMENT

Plumbers Local 63 will have on file in their office valid "Authorization to Deduct Working Assessment" forms signed by each employee for verification by the employers.

SECTION 9 PLUMBERS EDUCATION TRUST FUND

(A) During the term of the Agreement, the apprenticeship contribution rate shall be the hourly amount for each hour worked as per Article

VIII of this agreement. The Fund so created will be administered by the Trustees of the Plumbers' Educational Trust fund in accordance with the terms of a Declaration of Trust Agreement, dated May 1, 1980, the terms and provisions of which Declaration of Trust Agreement are herein incorporated by reference. The proceeds of said Trust Fund shall be used to defray the costs of operating and administering the Plumbers' Trade School and its training program and training activities including the purchase of equipment and supplies to be used in its programs.

(B) The employment and training of apprentice plumbers shall be governed as follows:

1. One (1) apprentice may be employed on a job where one or more journeymen are steadily employed and one additional apprentice may be employed on any job where there are in excess of five (5) journeymen steadily employed. The ratio of apprentices shall be determined by the Plumbers Education Trust Fund.
2. The term apprenticeship, while learning, shall comply with the training standards set forth by the United Association Constitution and Bylaws, and all apprentices shall be governed by the Plumbers Education Trust Fund.
3. A committee consisting of four (4) Plumbing Contractors and four (4) journeymen members of the Union, shall constitute the Plumbers Education Trust Fund. Contractor members of the Plumbers Education Trust Fund shall be Contractors eligible to employ apprentices under this Agreement. The coordinator is not eligible to be a fund member. Each party may have one (1) representative that is not a trustee attend all meetings.
4. The Contractor agrees to hire said plumber apprentice or apprentices for the duration of his apprenticeship training, unless just cause for lay-off is determined by the Plumbers Education Trust Fund, in accordance with the procedure as follows:
 - (a) The Contractor shall notify the Business Manager of Plumbers' Local 63 five (5) days prior to an anticipated lay-off;

(b) If the Contractor and the Business Manager cannot agree that lay-off is for just cause, the Contractor and apprentice in question shall appear before the Plumbers Education Trust Fund who will determine whether or not the lay-off is for just cause.

5. The Joint Apprenticeship Trade School for Plumbers shall be administered by the Plumbers Joint Education Trust Fund.

(C) Journeymen Retraining Program - A training program for Journeymen Plumbers shall be offered in specific areas where changing technology and related considerations indicate that journeymen training will yield beneficial results. Such offerings for the upgrading of journeymen skills may include partial defrayment of technical-vocational and/or college level tuition costs.

ARTICLE XXIII CHECK OFF

SECTION 1 DELINQUENCY AND BONDING REQUIREMENTS FOR CHECK-OFFS

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

SECTION 2 PLUMBERS LOCAL 63 DUES CHECK OFF

Upon receipt of an employee's authorization, which shall not be irrevocable for more than one (1) year, the Employer shall deduct from all employees covered by this Agreement, the hourly percentage (rounded to the nearest penny) for each hour worked (See Article VIII) from the "net wages" of each employee and remit such monies to the depository designated and selected by UA Plumbers 63 & Steamfitters 353 Joint Pension Fund Trust 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 hourly amount for each hour worked (See Article VIII). 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 Fund Trust by the tenth (10th) day of the following month.

SECTION 4

PIPE TRADE DISTRICT COUNCIL 34 / MARKET RECOVERY

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 hourly amount for each hour worked (See Article VIII). 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 Fund Trust of Peoria, Illinois and vicinity, by the tenth (10th) day of the following month.

SECTION 5 POLITICAL EDUCATION COMMITTEE FUND

The Authorization Assessment Form of each employee shall be the hourly deduction from net wages for each hour worked (See Article VIII) for the Political Education Committee Fund established by the Union. This voluntary employee contribution will be remitted by the Employer to the depository designated and selected by UA Plumbers 63 & Steamfitters 353 Joint Pension Fund Trust.

SECTION 6 TRICON CONTRIBUTION

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 TRICON. The membership of Plumbers 63 shall have the sole discretion to authorize this contribution to TRICON. This contribution shall remain in effect

until the Employer is notified by the Union that this contribution is no longer authorized. In the event that the contribution is no longer authorized by the Union, the hourly contribution rate will be added to the wages of the employee. TRICON check-off shall be remitted to the depository designated by the UA Plumbers 63 & Steamfitters 353 Joint Pension Trust Fund by the tenth (10th) of the following month.

ARTICLE XXIV INDUSTRY TRUST FUND

SECTION 1

The Mid-Illini Mechanical Contractors Association Industry Fund current Amended and Restated Declaration of Trust is incorporated in and made part of this Agreement and shall be binding on all signatory Employers employing workers under this Agreement.

SECTION 2

The Employer shall contribute the negotiated amount per the current wage addendum per hour for all hours worked by each employee, which includes show-up time covered by this Agreement. Industry Fund payments must be made monthly on or before the tenth (10th) day of 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 Delinquency 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 SEVERABILITY AND INVALIDITY

SECTION 1

Duly authorized representatives of Plumber Local 63 and Association and each Contractor shall sign this Agreement. The provisions of this Agreement are binding on all parties except insofar 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 thereof, 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 affect 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 XXVI DATE OF AGREEMENT AND AMENDMENTS

SECTION 1

This Agreement shall become effective May 1, 2021 and remain in full force and effect through April 30, 2025 and shall continue in force from year to year thereafter unless notice is given in writing to the other party at least sixty (60) 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 hereto. 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.

(B) During the term of this Agreement in the event of the merger or amalgamation of Plumbers 63 with other United Association Local Unions, 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 Article XXVI, and local efforts and facilities to resolve disputes over either wages, hours and working conditions have failed of settlement, the Union and the Association may voluntarily mutually agree to 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 final IRC 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.

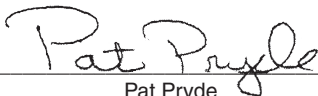
The parties by their duly authorized agents have executed this Agreement on this first (1st) day of May 1, 2021.

MID-ILLINI MECHANICAL CONTRACTORS ASSOCIATION



Scott Larkin

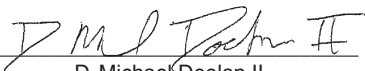
(Executive Vice President & Negotiating Committee Member)



Pat Pryde

(President, MIMCA Board of Directors)

PLUMBERS LOCAL UNION 63



D. Michael Doolan II

(Business Manager & Chairman, Negotiating Committee)



Michael Burger

(President)

CONTRACTOR

(President)

(Date)

MIMCA SIGNATORY CONTRACTORS

Commercial Irrig. & Turf, Inc.

109 Commercial Drive
East Peoria, IL 61611

Cranford Plumbing, Inc.

P.O. Box 755
Dunlap, IL 61525

Dries Brothers Plumbing Co.

1519 W. Altorfer Drive
Peoria, IL 61614

Illinois Mech. Service & Design, Inc.

907 N. Staley Drive
Chillicothe, IL 61523

J.C. Dillon, Inc.

1515 W. Luthy Drive
Peoria, IL 61612

Mechanical Services, Inc.

P.O. Box 1508
Galesburg, IL 61402

Ogborn Plumbing

311 Peach
Washington, IL 61571

Stoops Plumbing

4014 S.W. Adams Street
Peoria, IL 61605

Tom Smith Plumbing Co.

429 E. Sciota Avenue
Peoria Heights, IL 61616

Tucker Plumbing

121 N. Parkway Drive
Pekin, IL 61554

CL O'Brien Plumbing

728 E. Cox
Peoria Heights, IL 61616

Commercial Mechanical, Inc.

P.O. Box 368, 50 First Street
Dunlap, IL 61525

Dick Rich Plumbing

110 Ruth Court
Washington, IL 61571

GA Rich Plumbing

P.O. Box 50
Deer Creek, IL 61733

Illini Plumbing

8703-C N. University
Peoria, IL 61615

Lynn Moses Plumbing, Inc.

P.O. Box 3338
Peoria, IL 61655

Meister Plumbing

P.O. Box 1465
Peoria, IL 61655

PIPCO Companies, LTD

1409 W. Altorfer Drive
Peoria, IL 61615

Tobin Bros. Inc.

P.O. Box 819
Peoria, IL 61652

TCI Companies Inc.

P.O. Box 290
Goodfield, IL 61742

Warner Plumbing

9900 W. Primrose Lane
Edwards, IL 61528

Chief City Mechanical

P.O. Box 679
Bloomington, IL 61702

Hoerr Construction

P.O. Box 10195
Peoria, IL 61612

Kimpling Inc.

1880 Washington Road
Washington, IL 61571

Stone & Weber

36400 S. Essex Road
Wilmington, IL 60481

**Wiegand Plumbing Inc.
of Illinois**

P.O. Box 111
Goodfield, IL 61742

Jim Behm & Son Plumbing

P.O. Box 178
Washington, IL 61571

Gingerich Plumbing

21549 Washington Road
Deer Creek, IL 61733

Walker Excavating

3222 W. Farmington Road
Peoria, IL 61604

