

# **LABOR AGREEMENT**

**Between**

**UNITED ASSOCIATION OF  
JOURNEYMEN AND APPRENTICES  
OF THE PLUMBING AND  
PIPEFITTING INDUSTRY OF THE  
UNITED STATES AND CANADA**

**Local Union 23  
Rockford, Illinois**

**and  
Piping Industry Council  
Rockford Area  
Incorporated**

**Effective  
June 1, 2017 through May 31, 2020**

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## PREAMBLE

AGREEMENT entered into this first day of June, 2017, by and between the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union 23 of Rockford, Illinois area (hereinafter "**Union**") and the Piping Industry Council Rockford Area, Inc. (hereinafter referred to as "**Association**") as collective bargaining agent for and on behalf of mechanical contractors who, in writing, have authorized the Association to so serve (hereinafter "**Employer**") relative to wages, hours, other terms and conditions of employment, and permissible subjects of bargaining covering Journeymen and Apprentices employed by Employers within the work and territorial jurisdiction of the Union (hereinafter "**Employees**").

Territorial jurisdiction covered by the Agreement in Rockford, Illinois, area, Winnebago County, Boone County, Ogle County, Carroll County to Route 78, including Mt. Carroll, Illinois, Stephenson County, Jo Daviess County, except for the area in southwestern Jo Daviess County that is known as the Savanna Ordinance Depot. Other than the exceptions as noted, this includes all cities, towns and villages in these respective counties and such other jobs or territorial jurisdiction that may be granted and assigned to the jurisdiction of the Union (see attached jurisdictional map).

## **STANDARDS FOR EXCELLENCE**

Effective June 1, 2007 the Association and Local Union 23 agree to incorporate the United Association's Standards for Excellence into this Collective Bargaining Agreement.

### **Standards for Excellence**

- The United Association Standard for Excellence is incorporated by reference and adopted by the parties to this Agreement.
- A Productivity Committee consisting of one member appointed by the Union and one member appointed by the Employer (or Association, as the case may be), and a Public Member who shall be a neutral party appointed by both these members shall be formed to consider any complaint from the Union, any Employee, applicant, or any signatory Employer arising from or relating to the Standard for Excellence.
- The Productivity Committee shall have the power to make a final and binding decision on any matter referred to it which shall be complied with the Local Union, signatory Employers and the Association, as the case may be, and Employees covered by the Collective Bargaining Agreement. The Committee is not authorized to add to, or subtract from, or modify any of the provisions of the Collective Bargaining Agreement and its decision shall be in accord with the Agreement.

➤ An applicant who is discharged for cause three (3) times within a twelve-month period or who has engaged in egregious conduct in violation of the Standard for Excellence shall be referred to the neutral member of the Committee to determine the applicant's continued eligibility to seek referral or continue to work for signatory contractor. The neutral member of the Committee shall, within five business days, review the qualifications of the applicant, the reason for the discharges or other evidence relating to violation with the Standard for Excellence.

➤ The neutral member of the Committee, may, in his/her sole discretion issue a final and binding decision providing: (1) that the applicant obtain further training from the JATC; (2) disqualify the applicant for referral or continued employment for any signatory contractor for a period of two weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an Employee assistance program, if available, for evaluation, treatment, or recommended action; or (4) declare the applicant eligible for continued referral or employment, pursuant to the collective bargaining agreement, including restoration of the applicant to his/her appropriate place on the referral list.

➤ The Committee shall have the power to establish rules concerning persons referred to the Committee, including the use of transcripts,

lawyers, and the like, in keeping with the need to maintain an orderly and efficient process unencumbered by excessive formality and delay.

➤ Nothing in the process described herein shall prevent a member from filing a grievance relating to the underlying termination for cause in a timely manner after that termination occurs. The process shall also not negate any established agreed upon drug policy, including the penalties contained in that policy.

➤ The costs of the Committee, including the cost of the neutral shall be borne equally by the Local Union and the Associations.

## **ARTICLE I** **RECOGNITION**

**Section 1.1. Union.** The Union has demonstrated to the Association that it has majority support by presenting authorization cards, signed by Employees, authorizing the Union as the Employees' exclusive bargaining representative. The Union has unequivocally demanded recognition as the Employees §9(a) representative.

The Association, on behalf of the Employers, has on the basis of objective and reliable information, confirmed that a clear majority of the plumbers, pipefitters and refrigeration fitters in the Employers' employ have designated, are members of, and are represented by the Union for purposes of collective bargaining. The Asso-

ciation, therefore, and on behalf of the Employers, unconditionally acknowledges and confirms that the Union is the sole and exclusive bargaining representative of the Employees of the Employers within the Territorial and Trade Jurisdiction of the Union pursuant to § 9(a) of the National Labor Relations Act.

**(a)** Any Employee who has worked for a specific Employer for sixty (60) calendar days or more shall be eligible for recall by said specific Employer for a period of nine (9) months from the date of layoff by said specific Employer. For every two (2) members a contractor requests, the next member sent to that contractor will be referred by the Local from the referral book and per the contractors required qualifications (per a PICRA/Local Union 23 Employee Request Form).

**(b)** In the event that (a) does not apply, any Local Union 23 member may be requested from the referral book, by name, (in writing) by a contractor. For every one member a contractor requests, the next member sent to that contractor will be referred by the Local from the referral book and per the contractors required qualifications (per a PICRA/Local Union 23 Employee Request Form).

**(c)** Any Local 23 member may be requested or referred to an Employer on a short term basis for a job lasting 2 weeks or less in the same manner provided in subsections (a) or (b), provided it

shall be a violation for an Employer to terminate without just cause a short term Employee and request additional Employees for the same job. In such cases, the Employer shall pay the terminated Employee(s) no less than two weeks back pay.

**(d)** The Employer shall report terminated members to the Union in accordance with Article II, Section 2.17. Without limiting the applicability of the grievance process, all reporting of terminations are subject to the grievance procedures. If an Employer indicates that an Employee is not for re-hire, that Employee will no longer be eligible for referrals to that Employer.

**PICRA / LOCAL UNION 23 EMPLOYEE REQUEST FORM**  
**LOCAL 23 - Office Phone: (815) 397-0350 Fax: (815) 397-0466**

**REQUEST MADE BY:**

**REPORT TO:**

Employer: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Signature: \_\_\_\_\_

Report Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Time - am/pm: \_\_\_\_\_

Date Request Filed: \_\_\_\_\_

Report To: \_\_\_\_\_

Trade Requested

# Requested:

Affirmative Action Requirements:

Pipefitter \_\_\_\_\_

No Requirements

Plumber \_\_\_\_\_

Qualified Minority (ies)

Refrigeration Fitter \_\_\_\_\_

Qualified Female (s)

NOTE: Please use a separate form for each request where skill requirements differ

Person (s) requested: \_\_\_\_\_

Job Description/Estimated duration: \_\_\_\_\_

**SKILLS & CERTIFICATION REQUIREMENTS**

General Pipefitting Skills

Illinois Plb License

Service Work

Ammonia Systems

Medical Gas Certified

Residential

Steam Systems

Back Flow

Valve Card

UA-21 CS E6010/E7018

UA-41 SS TIG

CFC Card

UA-22 CS TIG/E7018

UA-42 SS TIG/Stick

Instrumentation

UA-23 CS Heavy wall

UA-43 SS Heavy wall

UA-17 CS MIG

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SAFETY TRAINING**

Introduction to OSHA

Stairways & Ladders

PPE

Electrical Safety

Haz / Com

Fire Protection

Fall Protection

Confined Space

Ergonomics

Material Handling

Scaffold Safety

Excavation

Tool Safety

10 hour OSHA

First Aid /CPR

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Local 23 Office Use Only:**

Employee(s) Dispatched: \_\_\_\_\_

Start Date: \_\_\_\_\_

Comments: \_\_\_\_\_

**Section 1.2-Favored Nation.** In the event that Local Union 23, individually, enters into a collective bargaining agreement with another party which extends more favorable contract terms than those set forth herein, then the contractors signatory to this agreement may elect to be covered by any or all of such more favorable contract terms by serving written notice of same upon the Union. This provision shall not apply to any contract terms set forth in National or International Agreements, Multi Union contracts, and contracts with Government Bodies.

All individual contracts negotiated by the Union with other parties shall be submitted to, and placed on file with the PICRA office.

**Section 1.3 – Union Security.** To the extent permitted by state and federal law, all Employees covered by this Agreement on its effective date, or subsequently hired, shall, within eight (8) calendar days following the beginning of their employment, become and remain members of the Union in good standing as a condition of continued employment. In the application of this Section, when an Employer is notified by the Union that an Employee has failed to make application and tender the Union initiation fee, reinstatement fee, or is not a member in good standing as a result of failing to tender Union dues, the Employer shall, within seven (7) working days, terminate such Employee from continued employment.

## **ARTICLE II**

### **WORK WEEK AND HOURS**

**Section 2.1. Reporting and Pick Up.** Employees shall report for work, whether at job, shop or supply house, at ten (10) minutes before the regular starting time, and shall be allowed reasonable time to pick up tools, etc., before the regular quitting time.

**Section 2.2. Hours.** Monday through Friday, an eight (8) hour straight time shift will consist of eight (8) consecutive hours between the time of 6:00 a.m. and 4:30 p.m. upon mutual consent of Employer and Employee and notice to the Union.

Any loss of time can be voluntarily made up on Saturday, of the same workweek, at the base straight-time hourly wage rate plus applicable fringe benefit fund contributions, by mutual agreement between the Employer, the Employee and the Union. Under no circumstances will an Employee be allowed to make up lost time on Sundays, Holidays or the following workweek. An Employer may not lay off, discharge or discriminate against any Employee for refusal to work on a Saturday make-up day. The Union must be notified for approval prior to implementing this make-up provision.

**Section 2.3. Four tens.** A four day work week consisting of four (4) ten (10) hour days may be

worked. The work day shall be between the hours of 6:00 a.m. and 6:30 p.m. The work week shall be Monday through Friday. The minimum that shall be worked to establish a four (4) day ten (10) hour work schedule shall be one week. The day off may be Monday through Friday due to holidays or weather related days. If working overtime the previous week, any time in excess of eight (8) hours per day, the holiday or rain out week will be paid at one and one-half (1½) times the straight time rate.

**(a) Overtime.** All hours worked before or after scheduled ten (10) hours shall be paid at overtime rates described in Article II. Should it be required to work five (5) days while working scheduled four-ten (4-10) work week, overtime shall be paid on a daily basis in accordance with Article II. Fifth (5) day of four (4) day work week and Saturday will be paid at one and one-half (1 ½) times the straight time rate.

**Section 2.4. Mutual Starting Times.** Daily and weekly starting times established in this section shall be by a mutual agreement between the Employer and a majority of the Employees at the shop or job site.

**Section 2.5. Continuity of Employment.** It shall be the policy of all parties subject to this Agreement to maintain continuity of employment for Employees and to regulate and operate all work within these regular work days.

**Section 2.6. Saturday Rate.** Except as provided in Section 2.2 and 2.11 all work performed on Saturdays shall be compensated at one and one-half (1 1/2) times the straight-time hourly wage rate.

**Section 2.7. Service Overtime.** All overtime service work will be paid at one and one-half (1 1/2) times the regular rate. All service work performed on Holidays (New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day) will be paid at the rate of double (2) times. Should a question arise whether the work is actually service, it shall be decided in accordance with the grievance procedure provided in this Agreement.

**Section 2.8. Portal-to-Portal Pay.** The portal-to-portal rate of pay (as in Article II, Section 2.7) starts at the Employee's residence or a twenty-five (25) mile radius of the contractor's shop, whichever is closer.

**(a)** If the Employee lives outside of the twenty-five (25) mile radius and travels to a job within the twenty-five (25) mile radius he shall receive the travel pay rate as per Article VI, Section 6.2. When he reaches the twenty-five (25) mile zone he shall then start receiving the portal-to-portal rate as per Article II, Section 2.7.

**(b)** If the Employee lives outside of the twenty-five (25) mile radius and travels to a job outside

of the twenty-five (25) mile zone, he shall receive the portal-to-portal rate as per Article II, Section 2.7.

**Section 2.9. Overtime - Time & One Half.**

Work that cannot be rescheduled during normal day shift hours due to interference of production, will be paid at the rate of one and one-half (1 1/2) times the regular rate; after eight (8) hours a day Monday - Friday; all hours on Saturday except as provided in Section 2.2 and 2.11. Should there be a question in regards to rescheduling work, it shall be decided in accordance with the grievance procedure provided in this Agreement.

**Section 2.10. Service Hours.** Employers doing service work may work eight (8) hours a day, Tuesday through Saturday. The work day shall conform to Section 2.2 of this Agreement upon mutual consent between the Employer and the Employee and notice to the Union. Should a question arise whether the work is service, it shall be decided in accordance with the grievance procedure provided in this Agreement.

**Section 2.11. Overtime - Double.** All other time (excluding service as stated in Section 2.7), including Sundays, Holidays (New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day) will be paid at the rate of double (2) time.

The following seven (7) days shall constitute the legal holidays within the terms of this Agreement

and will be celebrated on nationally recognized days: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day. **After twelve (12) hours (per day Monday through Friday) and after eight (8) hours on Saturday will be paid at the rate of double (2) time.**

**Section 2.12. Records Access.** The Union shall have access to Employer payroll records through the use of the trust fund accounting firm. The auditing expense will be borne by the Union when there are questions of compliance with pay rates on overtime provisions of the Agreement and claimed violation shall be subject to the grievance procedure of this Agreement.

**Section 2.13. Show Up Time.** An Employee reporting for work at the regular starting time and for whom no work is available, shall receive pay for two (2) hours at the basic hourly rate of wages, unless he has been notified within a reasonable amount of time before leaving his home not to report.

**(a) Weather Conditions.** An Employee reporting for work at the regular starting time at a shop or job, and for whom no work is available due to weather conditions, will receive two (2) hours pay for reporting time. To be eligible to receive such reporting pay, the Employee must check in at the job or shop at the regular starting time and remain there for two (2) hours. In order to

qualify for the pay provided for in this Article, the Employee must remain on the job available for work during the period of time for which he receives pay unless released sooner by the Employer's superintendent or, in his absence, the foreman.

**(b) Weather Conditions.** The Employer shall have sole responsibility to determine availability of work due to weather conditions. When the conditions set forth in this paragraph occur on an overtime day, or on shift work, the premium rate shall be paid.

**Section 2.14. Coffee Break.** A coffee break not to exceed ten (10) minutes in the morning and ten (10) minutes in the afternoon, from the Employee's lunch container, immediately adjacent to his work area shall be allowed.

**(a)** An additional ten (10) minute break will be granted in lieu of a dinner break when on a twelve (12) hour shift. In the best interests of the industry as a whole, Employees shall avoid congregating in groups during breaks. Service men shall avoid coffee breaks until completion of service call.

**Section 2.15. Shift Time-Construction Work.** When two (2) shifts are employed for a period of five (5) consecutive days or more, the shift Employed between the hours of 8:00 a.m. and 4:30 p.m. shall receive the regular rate of

pay and shall be identified as the First (1st) Shift. The Second (2nd) Shift will be between the hours of 4:30 p.m. and 1:00 a.m. Floating starting time may apply as in Section 2.2. of this Article.

8:00 a.m. - 4:30 p.m.	1st Shift	Regular Pay
4:30 p.m. - Midnight	2nd Shift	15% Premium Pay
Midnight - 8:00 a.m.	3rd Shift	25% Premium Pay

**(a)** When three (3) eight (8) hour shifts are employed, the Third (3rd) Shift shall start at 12:01 a.m. Monday and end at 8:00 a.m. Monday and shall be known as Third (3rd) Shift. The next Shift shall start at 8:00 a.m. Monday and shall be known as the First (1st) Shift. The next Shift shall start at 4:30 p.m. Monday and end at 12:00 Midnight, and shall be known as the Second (2nd) Shift. Employees working the First (1st) Shift shall receive the regular rate of pay, Employees working the Second (2nd) Shift – fifteen percent (15%), and Third (3rd) Shift shall receive pay for eight (8) hours at the regular rate, in addition thereto premium pay equal to twenty-five percent (25%) of the regular rate, which shall be identified as shift premium rate. Twelve (12) hour shifts shall not be worked except by prior permission of the Joint Conference Committee.

**(b)** No Employee shall work in two shifts except the Job Superintendent or Supervision Foreman, both of whom, if working, shall receive the regu-

lar overtime for all time in excess of one shift per day.

**(c)** A special shift will be established to take care of maintenance and service of existing facilities. This shift will allow a longer service day for each shop and serve as a vehicle to protect the union portion of maintenance and service work. This shift would start no later than 4:00 PM, and continue for eight (8) hours and allow one-half (1/2) hour for lunch. An Employee would be allowed an eight (8) hour non-work period between a special shift and a regular workday. Special shift differential would be fifteen percent (15%). Employee would be guaranteed eight (8) hours and would be given notice on preceding day that this shift was forthcoming.

**(d)** A Second (2nd) Shift does not require a First (1st) Shift and a Third (3rd) Shift does not require a First (1st) or Second (2nd) Shift.

**Section 2.16. Pay Requirements** Employees will be paid weekly on the third day following the end of the weekly payroll period, no later than end of shift on that day, at the job site unless that day is a Holiday, then pay day would be the following day.

When an Employee is discharged or laid off, he shall be paid no later than end of shift that day.

Employees not receiving their proper wages at the end of the weekly payroll period or at the

time of lay-off, shall continue on at the rate of straight time until such time the Employee receives their check or money is credited into employees account.

Contractors may, at their discretion, fulfill the obligations of 2.16 by making a direct deposit to the Employees bank account.

Check stubs showing deductions are required for direct deposit and written checks.

**Section 2.17. Termination Slip.** The Employer shall report every termination to the Union on the same day of the termination using the form provided by the Union. Termination Reports do not require the Employer to give a reason for the Employee's termination and will allow the Employer to specify that the Employee is not for re-hire. If an Employer indicates that an Employee is not for re-hire, that Employee will no longer be eligible for referrals to that Employer under Article I, Section 1.1. Without limiting the applicability of the grievance process, all designations of not for re-hire are subject to the grievance procedures.

**Section 2.18 Standby Pay.** Employees shall receive \$10.00 per diem while on call per the rotation list for standby service work.

**ARTICLE III**  
**TERM - SUPERVISION**  
**STEWARDS - APPRENTICES**

**Section 3.1. Term of Agreement.** The term of this Agreement shall be thirty-six (36) months. This agreement shall become effective on June 1, 2017 and continue in force through May 31, 2020.

Effective **June 1, 2017**

Total package will be **\$69.93**

Effective **December 1, 2018**

Total package will be **\$72.08**

Effective **June 1, 2019**

Total package will be **\$74.28**

**Section 3.2. Foremen.** On any job where six (6) or more men are working, a Local Union 23 member shall be a Foreman. He shall receive seven percent (7%) additional pay above the basic wage rate.

**(a)** On any job where eleven (11) or more men are working, a Local Union 23 Area Foreman shall be designated. The Area Foreman shall receive ten percent (10%) additional pay and the Foreman shall receive seven percent (7%) additional pay above the basic wage rate.

**(b)** A Local Union 23 General Foremen shall be employed on all jobs with twenty-five (25) or more men. They shall be paid twenty-five per-

cent (25%) above the basic wage rate. When a Supervisor is involved in shift work, he shall receive the shift premium based on his supervisory pay.

**(c)** Additional Foremen, for each additional ten (10) men after a General Foreman has been designated, shall be designated.

**(d)** On all jobs requiring groups of thirty (30) men or more, the following rates shall apply:

Journeyman	Base Rate
Foremen	plus 10%
Area Foremen	plus 15%
General Foremen	plus 25%
Superintendents	plus 35%

**Section 3.3. Supervision Reduction.** Upon completion of the project, it shall be understood that the Employer may reduce, if required, the pay of the Employee to the Journeyman scale. Overtime rate paid to Employees will prevail on Employees working in supervisory capacities.

**Section 3.4. Job and Shop Steward.** Stewards shall be required on all jobs with a total of five (5) or more Employees. Stewards shall not work in a supervisory capacity and shall not be paid more than Journeyman's scale and shall be selected by the Local Union. A steward shall be a working Employee appointed by the Business Manager. The Union shall notify the Employer of the appointment of each Steward, and the Em-

ployer, before laying off or discharging Steward, shall notify the Union of his intention to do so. The Employer shall not discriminate against a Steward or lay him off or discharge him on account of action taken by him in the performance of his union duties.

**Section 3.5. Apprentice Rates.** Apprentice rates of pay working under the provisions of this Agreement for Apprentices are as follows:

1st year - 40% of Journeyman rate

2nd year - 50% of Journeyman rate

3rd year - 60% of Journeyman rate

4th year - 70% of Journeyman rate

5th year - 80% of Journeyman rate

End of 5th year - 100%, provided the Apprentice has completed the requirements of the J.A.T.C.

**(a)** All increases for Apprentices will become effective on anniversary date of June 1 or September 1, provided the J.A.T.C. approves the raise or advancement.

## **ARTICLE IV**

### **JURISDICTION - QUALITY CONTROL**

Section 4.1. Trade Jurisdiction. Supervision, laying out, setting of sleeves, hangers, inserts, cutting of holes and openings, installation, placing erection, maintenance, repair and handling of all piping fixtures, equipment, appurtenances, and such necessary valve fittings, etc. are recognized

as coming under the jurisdiction of the United Association of Plumbers & Pipefitters as defined by the fifty (50) Articles of Jurisdictional Award of the A.F.L.-C.I.O. (the Fifty Articles of Jurisdiction of the United Association are recognized and shall be a part of this Agreement). See Article XVIII of this Agreement.

**(a)** All piping installation within the Union's jurisdiction which has traditionally, and in the past, been cut, threaded, welded and/or fabricated by Employees in the bargaining unit, shall be cut, threaded, welded and/or fabricated by said Employees, either on the job site, or in the Employer's shop.

**Section 4.2. Quality Control.** Quality Control (hereinafter QC). Any Journeyman assigned by his Employer to act as a QC Inspector, QC Lead Inspector, QC Supervisor, QC General Supervisor and Welding Supervisor and assumes the responsibility of the job shall be employed by the Employer on the following schedule.

**(a)** QC Inspectors shall receive the regular Journeyman wage rate, per eight (8) hour day, and shall be paid proportionately for all overtime work.

**(b)** QC Lead Inspectors shall receive ten percent (10%) per hour more than the regular Journeyman wage rate, per eight (8) hour day, and shall be paid proportionately for all overtime work.

**(c)** QC Supervisors shall receive fifteen percent (15%) per hour more than the regular Journeyman wage rate, per eight (8) hour day, and shall be paid proportionately for all overtime work.

**(d)** QC General Supervisors shall receive twenty-five percent (25%) per hour more than the regular Journeyman wage rate, per eight (8) hour day, and shall be paid proportionately for all overtime work.

**(e)** It is understood that all Quality Control personnel and Welding Supervisors shall be members of the bargaining unit and that the provisions of this article shall only be applicable for work performed at Nuclear Generating Facilities or Fossil Fuel Generating Facilities and is not applicable for single purpose facilities used within a particular residential, commercial or industrial project.

**Section 4.3. Welding Supervision.** Welding Supervisors shall receive ten percent (10%) per hour more than the regular Journeyman wage rate, per eight (8) hour day, and shall be paid proportionately for all over time work.

## **ARTICLE V**

### **TOOLS - CLOTHING**

**Section 5.1. Tools.** All tools and equipment of every description will be furnished by Employer with the exception of one pair of pliers, one six

foot ruler and one torpedo level which shall be furnished by the Employee, it being understood that such tools and equipment furnished by Employer shall be of quality in keeping with all safety rules and regulations. Employee will be responsible for tools in case of continual carelessness. Employer will furnish proper tool boxes and necessary locks and storage space on the job to properly protect tools and equipment. Whenever a job requires tool cribs, the cribs shall be manned by a Journeyman in Employees bargaining unit.

Careless use of tools and equipment shall be grounds for disciplinary action and/or dismissal by the Employer.

**(a)** In cases where the Employer does not furnish all service tools for the refrigeration Employee, the Employer shall pay the Employee a minimum tool rental of \$1.00 per day, per present list of basic tools. The Employee will not be eligible for the tool rental until they have their recommended list. In the case where an Employee starts working for a new Employer, the tool rental shall be pro-rated between the previous and new Employer, if applicable.

**(b)** These monies are to be paid during the last pay period of each quarter. Employers will make available a rider on their insurance policy to cover replacement cost of tools if Employees wish to pay the premium.

**(c)** List of basic tools:

Set of box end wrenches  
Set of open end wrenches  
Various crescent wrenches  
Refrigeration valve stem wrenches  
Refrigeration flair nut wrenches  
Refrigeration flair tool (sets)  
Refrigeration pinch off tool (sets)  
Refrigeration swedging tool  
Copper tube cutter  
1/2" and/or 3/8" drive socket set  
Allen set screw wrenches  
Various screw drivers (Phillips and Slot)  
Steel or wooden rule  
8" level  
Charging and testing manifold gauge set with hoses  
Pocket thermometer  
Pliers (regular and needle nose)  
Water pump pliers  
Wire stripper  
Voltage and amp tester  
Ohm tester  
Side cutter  
Two pipe wrenches (12" & 14")  
Presto lite soldering outfit  
Flashlight  
Ball pein hammer  
Claw hammer  
Crowbar  
Hacksaw  
Tool Box  
Punches and chisels  
Various files  
Trouble light

**Section 5.2. Protective Clothing.** When welders are employed on a job, the Employer shall furnish protective clothing which shall include sleeves, aprons, gloves, etc. The welders shall be held responsible for this clothing, except for wear and tear or if stolen from the Employer's job location.

## **ARTICLE VI** **TRAVEL EXPENSE**

**Section 6.1. Employee Vehicle.** Employees shall be furnished transportation by Employer during working hours from shop to job, job to job, and job to shop (except Employee's use of own car for personal use).

**Section 6.2 Employee Mileage.** In cases where Employees are required to use their own car for transportation, from shop to job, job to job, and job to shop during working hours, they shall be paid mileage per government standard on a day to day basis.

**Section 6.3 Employee Car Restriction.** Employees shall not use their own car at any time or any conditions for hauling materials or tools.

## **ARTICLE VII** **TRAVEL PAY**

**Section 7.1. Travel Assignments.** When traveling into a different jurisdiction, travel pay

shall be paid at a rate of whatever the current IRS auto mileage allowance is per mile for the driver and the rider from the boundary closest to job site of the different jurisdiction and back to the Local 23 boundary when returning. The driver will take the most direct route as approved by the Employer and Union.

If the jobsite is more than 100 miles away and/or an overnight stay is required, then a room and \$25.00 per day for meals will be provided by the Contractor. This rate is to be considered a minimum rate.

**Section 7.2.** Employees sent to supervise and install work in the jurisdiction of other U.A. Locals shall base their pay rate on the highest rate paid, and shall pay all negotiated fringe benefits to Local Union 23.

**Section 7.3. Travel Time.** Employees are expected to be on the jobsite at the normal starting and quitting time. If the job ends at less than an eight (8) hour day, the Employee will be paid for actual hours worked and will be paid mileage to the shop or home, whichever is closer.

## **ARTICLE VIII WORK REQUIREMENTS**

**Sections 8.1. Work Requirement.** No Employee subject to the provisions of this Agree-

ment shall be required to work for any Employer who employs other than members of the United Association of the different branches of the Plumbing, Pipefitting, and Refrigeration and Air Conditioning trade. The Union will cooperate with the Employer in attempting to provide available skilled Journeymen or Apprentices.

**Section 8.2. Employer Subcontracting.** The Employer agrees, on a construction job site, to sub-contract to only those contractors having an agreement with the Northwestern Illinois Building and Construction Trades Council.

**(a)** Employers subject to this Agreement will employ only recognized tradesmen on the various other branches of work and trade and agree to sublet work only to recognized Employers.

**Section 8.3. General Savings Clause.** It is the intention of the parties hereto to comply with all provisions of the National Labor Relations Act of 1947, as amended. Should any article or section of any article of this Agreement be declared unlawful, then such article or section of article shall become null and void, and the parties agree to meet to negotiate substitute provisions therefore on thirty (30) days prior written notice, and the other legal provisions of the Agreement shall not be effected thereby. In the event there shall be enacted by applicable Federal or State legislation or regulation, which administrative body now in existence or hereafter created such legis-

lation or regulation which is at variance with the terms of the Agreement shall to that extent be deemed to modify the provisions of this Agreement.

## **ARTICLE IX**

### **STATE AND FEDERAL INSURANCE**

#### **Section 9.1. State & Federal Insurance.**

Employer agrees to carry, at all times, Worker's Compensation and pay all required Employer contributions for state and federal unemployment insurance on all Employees in the bargaining unit and such other Employer contributions and taxes as may be required of Employers by federal, state, or municipal governments or agencies and for old age and Social Security benefits. Employers will file with Union the various account numbers of these funds and satisfactory evidence of insurance coverage in the form of valid certificates of insurance indicating coverage of the Employees in the bargaining unit. All Employers will be subject to the Building Trades Agreement of the Northwestern Illinois Building and Construction Trades Council, AFL-CIO of Rockford, Illinois.

## **ARTICLE X**

### **APPRENTICES**

**Section 10.1. Apprentices.** Apprentices will be placed in shops and be subject to the rules

and supervision of the Joint Apprenticeship Committee representing all branches of the Plumbing, Pipefitting and Refrigeration and Air Conditioning Industry, and all Apprentices shall be subject to the rules of the Union, and the provisions of this Agreement.

### **Section 10.2 Apprentice Ratios**

Three separate lists are to be established, one (1) each for Plumbers, Pipefitters, and HVAC Service (Refrigeration). One (1) Apprentice for each branch of the trade will be allowed each Employer provided one (1) Journeyman of each branch is employed. The following Journeyman to Apprentice ratio will be allowed for each branch of the trade:

- (1) Apprentice to (1) Journeyman
- (2) Apprentices to (2) Journeyman
- (3) Apprentices to (6) Journeyman
- (4) Apprentices to (12) Journeyman
- (5) Apprentices to (15) Journeyman
- (6) Apprentices to (18) Journeyman

Above eighteen (18) Journeymen, the ratio of Apprentices to Journeyman will be thirty-three (33%).

The Employers shall be allowed these ratios on the greater of current number of Journeyman Employees, or by dividing the annual Journeyman hours by 1,600 hours.

**ARTICLE XI**  
**EMPLOYEE EXAMINATIONS**

**Section 11.1. Employee Examinations.** All Employees will be qualified for employment by this Local Union and no medical or physical examination will be required for employment. All Employees may be subject to pre-hire substance abuse testing.

**ARTICLE XII**  
**JOINT CONFERENCE COMMITTEE**  
**(Arbitration Board)**

**Section 12.1. Dispute Settlement.** All questions of controversy or interpretations of this Agreement and any other subject matter involving the employment of Journeymen and Apprentices shall be referred to a Joint Conference Committee of equal number of Contractors and Journeymen representing the respective branches of trades of the United Association, for investigation and adjustment and settlement. The Committee shall consist of the Negotiating Committee from both parties signatory to this Labor Agreement, which negotiated this Agreement.

**Section 12.2. Meetings and Quorum.** The Committee shall meet upon forty-eight (48) hours written notice given to the other by either party. Three (3) members of the Committee, three (3) from each of the parties hereto, shall

constitute a quorum for the transaction of business, but each party shall have the right on a roll call or vote to cast a full vote for its representatives and it shall be counted as though all were present and voting.

**(a) Powers and Duties.** The Joint Conference Committee shall have jurisdiction to settle all disputes and grievances that might arise between Employers and Employees and carry out the terms of this Agreement. The Committee shall be the arbitration vehicle and shall have full power to enforce this Agreement and enforce working rules for the parties subject to this Agreement. It shall have power to impose such penalties from time to time, as it may deem advisable. It shall have the right to summon any individual subject to this Agreement as principal or witness to a dispute, such summons to be served through the Chairman or Secretary of the Joint Conference Committee in a manner to be prescribed by the Committee.

**(b) Disputes and Grievances.** All disputes and grievances must be arbitrated, and the decision of the Committee with respect thereto shall be final and binding on all parties subject to this Agreement and there shall be no work stoppage or abandonment of the work during such arbitration. Nothing contained herein shall prevent any Employer from dealing directly with his Employee with respect to any grievance or dispute.

**(c) Procedure.** Should a dispute or grievance arise between the parties hereto or between an Employer and an Employee, or an officer or representative of either party, or between members of one party and members of the other party, such dispute or grievance shall be submitted within two pay periods in writing to the respective Chairman of the Employer Negotiating Committee and Business Manager of the Union with a copy to the Joint Conference Committee. Should the Employer Chairman or Business Manager fail to agree and dispose of the matter within twenty-four (24) hours, the dispute or grievance shall then be taken up by the Joint Conference Committee for adjudication. The Committee shall hear the evidence and render its decisions as expeditiously as possible. All decisions shall be determined by a majority vote. Should the committee be unable to decide the issue, it shall immediately refer the matter to the Neutral Member of the Committee hereinafter provided for, and the Neutral Member's decision shall be final and binding upon the parties hereto. Under no circumstances is work to be stopped or the manner of performing the same interfered with pending the result of the arbitration.

**(d) Vacancies.** Should a member of the Joint Conference Committee be unable to serve because of suspension, resignation or any other reason, his successor shall be selected by and from the organization in which he holds membership.

**(e)** Failure of Committee to Meet. Failure on the part of Joint Conference Committee to meet as provided in this Agreement and to present and maintain a quorum for the consideration of any matter referred to it shall be a violation of this Agreement on the part of the Association or the Union whose members on said Committee failed to have present sufficient representation to transact business as provided for in this agreement and the subject matter or dispute involved may then be referred by either of the parties hereto to the Neutral Member of the Committee provided for herein whose decisions shall be final and binding upon all parties.

**(f)** Compensation and Expenses. Compensation for services rendered by members of the Joint Conference Committee may be fixed, determined and paid by the party hereto in which said representative holds membership, and expenses incurred by the Committee, outside of compensation to its members in carrying out its functions shall be borne equally by the parties to this Agreement.

**(g)** Neutral Member of the Committee. The Joint Conference Committee shall immediately upon the execution of this Agreement select a Neutral Member of the Committee and a successor to act hereunder during the term of this Agreement.

**(h)** Quality Work: See "Standards for Excellence"

## **ARTICLE XIII** **CODES - CEP**

**Section 13.1. Codes.** It shall be the policy of all parties of this Agreement to make all plumbing, heating, piping and cooling installations in conformity with the governing codes.

**13.2. Continuing Education Program.** Each Journeyman employed by an Employer covered by the Agreement shall be required to attend Continuing Education Programs (CEP's). Minimum CEP attendance shall be ten (10) hours per calendar year. CEP's shall not be a condition of employment. Local Union 23 will exchange (CEP) information with PICRA quarterly. Four (4) of the ten (10) hours shall be mandatory safety training.

## **ARTICLE XIV** **FUNDS**

**Section 14.1. Trust Funds.** The parties have heretofore established the following Funds:

1. Rockford Pipe Trades Industry Pension Fund, Trust Agreement effective April 1, 1966.
2. Health and Welfare Fund, Trust Agreement effective January 1, 1957.
3. Journeyman and Apprentice Training Fund, Trust Agreement effective January 1, 1957.
4. Piping Industry Council of the Rockford Area (Education Fund as of June 1, 1991) Trust Agreement effective October 1, 1964.

5. The Rockford Pipe Trades Industry 401(k) Plan, ("401(k) Plan"), Trust Agreement effective February 1, 1999.

6. Rockford Pipe Trades Labor Management Cooperation Council, Trust Agreement effective April 1, 2008.

**Section 14.2. Inseparability.** The above Funds shall continue as part of the Agreement, and it is hereby mutually agreed that the Education Fund under Article XIV, and the Union's Working Dues under Article XIV, is a distinct contract and constitutes one inseparable and indivisible Collective Bargaining Agreement in this contract and legality affecting either of these provisions shall nullify both of these Funds in total.

**Section 14.3. Employer Contributions.** The Employer shall contribute to each respective Fund for each hour paid to each Employee covered by this Agreement.

Contributions shall be made as follows:

1. Contributions for straight time-as stated below
2. Contributions for time and one-half-(1 ½) times rate below
3. Contributions for double time-two (2) times rate below
4. Pension Contributions shall be paid for all Apprentices.
5. Payments to the 401(k) Plan. Each Employer

shall deduct from the gross wages of each Employee such amount as the Employee designates on his/her salary deferral form and shall remit said monies on a monthly basis to the 401(k) Plan in accordance with the instructions provided to each Employer by the Plan Administrator or the Trustees of the 401(k) Plan.

**Rate effective June 1, 2017 to May 31, 2018**

Building Trades Journeyman Wage Rate	\$47.30
Pension Fund Contribution	\$ 11.94
Health & Welfare Contribution	\$ 8.79
Training Fund Contribution	\$ 1.35
Education Fund Contribution	\$ 0.34
RPT-LMCC	\$ 0.11
International Training Fund	\$ <u>0.10</u>
TOTAL WAGE PACKAGE:	\$ 69.93

Rate effective June 1, 2018 to May 31, 2019 –  
Total Wage Package: \$72.08, allocation to be determined

Rate effective June 1, 2019 to May 31, 2020 –  
Total Wage Package: \$74.28, allocation to be determined

**Section 14.4. Education Fund.** As of June 1, 2005, any contractor under any National Agreement that does not allow for contributions to be paid to the Education fund shall pay monies allotted to that Education Fund into the Apprentice Training Fund. The contribution rate to the Edu-

cation Fund shall be 0.005% of the total negotiated package. This amount shall always be rounded down.

**Section 14.5. Payments.** Payments to each of the foregoing funds shall be due and payable on or before the tenth (10th) day of the following month, covering contributions and/or payments due for the previous calendar month. Each Employer shall file a monthly report in the form established by the regulations of the respective Funds.

**Section 14.6. Contributions/Payments Delinquencies.** Delinquency or failure to make Contributions/Payments or to file report:

Any Employer who fails to report or to make contributions/payments due to any of the foregoing Funds before the fifteenth (15th) day of the month in which it is due, or who issues an insufficient check shall be considered delinquent, etc., therefore, obligated and liable and subject to the following:

**(a)** Each delinquent Employer shall pay to the Fund involved: 1) liquidated damages in the amount of five percent (5%) of delinquent contributions/payments, and 2) interest on unpaid contributions/payments at the rate of Prime + two percent (2%) per annum from the first (1st) day of the month following the month in which they are due until paid.

**(b)** A delinquent Employer shall pay all reasonable costs incurred by the Trust Funds in collection of any unpaid contributions/payments, liquidated damages or interest charges. Reasonable costs include but are not limited to attorney's fees, court costs, accounting fees and any other litigation expenses.

**(c)** A delinquent Employer shall be liable to any Employee affected by such delinquency for a sum equal to the value of the benefits lost to the Employee by reason of delinquency of such Employer. The above shall not apply to delinquencies in making payments to the 401(k) Plan. In such cases, the Employer shall be responsible for paying liquidated damages to the 401(k) Plan in the amount of five percent (5%) of delinquent amount.

**(d)** A delinquent Employer shall be liable to reimburse any Fund for the cost or value of any benefits which may be made available by the Trustees to any Employee affected by the failure of the delinquent Employer to contribute or to report to the Fund involved.

**(e)** The union shall remove Employees covered by this Agreement from employment with a delinquent Employer providing advance notice of not less than forty-eight (48) hours is given of such action to the delinquent Employer. Such removal of Employees and cessation of work by Employees for such delinquent Employer shall

continue until the administrator of the Fund involved verifies that there is no money owing to the Funds by such Employer.

**(f)** When Employees are removed from an Employer's shop because of delinquency in payment of fringe benefits or wages, the Employer shall pay to all such removed Employees sixteen (16) hours, including time worked on the date of removal, if any, at their regular rate of pay plus fringe contributions, in the same manner as if they were employed on the job. When the delinquent wages and/or fringe contributions/payments are paid and the account is cleared in full, and the Employees notified to return to work prior to said sixteen (16) hours, then and then only, the Employer shall be liable only for those hours the Employees were off the job because of such violation of contract, and provided further, that if they are not available to return to work within two (2) hours of such notice, they shall receive pay for only two (2) hours after receipt of such notice by the union.

**(g)** Men removed from the job may accept a work order to a different Employer and still be eligible to be transferred back to the Employer from which they were removed, providing the delinquencies were corrected and the transfer effected within sixteen (16) hours of the removal time and provided such Employees shall not be reimbursed under this Section for time they were paid while working for another Employer.

## **Section 14.7. Bond Requirement.**

**(a)** Each Employer employing Employees covered by this Agreement shall furnish a surety bond in the following amounts:

One (1) to Four (4) Employees \$40,000; Five (5) to Ten (10) Employees \$80,000; Eleven (11) to Twenty (20) Employees \$120,000; Twenty-One Employees and over \$150,000.

This surety bond will guarantee payment of wages, union dues payable pursuant to a valid dues check-off and contributions due to the Trust Funds. In the event the surety bond is insufficient to pay for all unpaid amounts, the bond proceeds will be used to first pay wages. Once wages are paid, any remaining proceeds shall be paid pro-rata to the Union and the Trust Funds.

**(b)** The surety bond shall be on bond forms approved by the parties hereto.

**(c)** There shall be no men referred by the Union to an Employer who has not furnished an approved bond. Further, the Union may, in its discretion, remove Employees covered by this Agreement from employment with an Employer who has not furnished a bond pursuant to the procedure in Sections 14.6(e), (f) and (g).

**(d)** The surety bond supplied by the Employer shall be referred to the Joint Board of Trustees administering the various Trust Funds for disposition.

### **Section 14.8. Reporting Errors - Audit.**

Whenever an Employer claims that his failure to make the required contributions was due to honest or clerical error and requests relief for that reason, it shall be considered, providing the Employer agrees in writing, to an audit of his records by an auditor provided by the Joint Board of Trustees. If the audit reveals to the Trustees that such failure to pay was not due to honest mistake or clerical error, then the Employer shall pay the cost of the audit; any Employer shall be entitled to credit for or refund of money paid to any Trust Fund by reason of clerical error or mistake, and trustees are authorized to refund such monies. The acceptance of any contributions from any Employer shall not release or discharge him from the obligation to contribute for all hours paid under this Agreement for which no contributions have actually been received notwithstanding any statement, restriction or qualification appearing on any check from any Employer.

**Section 14.9. Trust Incorporation.** Each of the foregoing Trust Agreements are incorporated herein and made a part of this Collective Bargaining Agreement and are made counterpart to each other.

**Section 14.10. Trust Payments.** It is further agreed that payments to the above Trusts will continue at the rates set forth above until

changed or amended by agreement of the parties to this Agreement.

**Section 14.11. Discontinuation.** In the event the monies normally paid to the Pension Fund and Health and Welfare Fund are discontinued, the amounts paid to those funds for the Employees in the bargaining unit shall be added to the Employees' wages. The Training Fund and Education Funds shall remain to be paid to their respective Funds.

**Section 14.12. Dues Check-Off.** During the life of this Agreement and in accordance with the provisions of Sections 302 (c) of the Labor-Management Relations Act, 1947, as amended, and within the terms of the Authorization of Check-Off of Dues from the Employees, the Employer agrees to deduct Union initiation fees and membership dues levied in accordance with the Constitution and By-laws of the Union from the pay of each Employee who executes or has executed and delivered to the Employer a valid authorization for Check-Off of Dues.

**Section 14.13. Building Trades Deduction.** The Employer agrees to deduct any applicable uniform deduction for the Northwestern Illinois Building and Construction Trades Council assessment.

**Section 14.14. Target Program Deduction.** The Employer agrees to deduct any applicable

uniform deduction for the Local Union 23 Target Program.

**(a)** The Local Union 23 Target Program and this deduction shall be forwarded along with the one designated for the Northwestern Illinois Building and Construction Trades Council Assessment. In the event the monies normally paid to Local Union 23 Target Fund are discontinued, the amounts paid for those funds for the Employees in the bargaining unit shall be added to the Employees wages. This fund may be terminated at the sole discretion of the Union and any remaining funds in the Target Program shall remain in the program until expended for the above referenced use.

**(b)** To qualify for the Target Program the contractor must be a participant to the program prior to the awarding of the contract to the targeted job.

#### **Section 14.15 Political Action Check-Off**

During the life of this Agreement, the Employer agrees to deduct from the pay of each Employee any of the following: 1) any applicable uniform dues assessed pursuant to the by-laws of the Illinois Pipe Trades Association or the Union and authorized pursuant to a valid dues check-off authorization, 2) any applicable uniform political action contribution assessed pursuant to the By-Laws of the Union or the Illinois Pipe Trades Association and authorized pursuant to a valid

dues check-off authorization, and 3) a voluntary political action contribution of \$.01 per hour worked (or such other uniform amount upon notice from the Union and authorization in writing from individual Employees) to the U.A. PAC Fund for those employees who authorize the deduction of this amount as a political action contribution, by signing a check-off authorization card. Any such amounts collected shall be sent to the Union on a monthly basis and shall be accompanied by a list of names of those Employees for whom such deductions have been made and the amount deducted for each such Employee. Collections for voluntary political action contributions pursuant to 3) above are voluntary in nature and will be transmitted by the Union to the U.A. PAC Fund.

Employees can only change the amount of deductions once a year, Employers may write one check to cover all Union Member deductions (PAC, Target, Building Trades, and Union Dues).

**Section 14.16. Owners and Family Members** Doing Bargaining Unit Work. When an Employee of an Employer performs work covered under this Agreement, the Employer is required to make monthly contributions to the Trust Funds in the amounts set forth in Section 14.3. Effective June 1, 2010, whenever an Owner or an Owner's Family Member performs work under this Agreement, the Employer shall pay monthly contributions to the Trust Funds based on the

greater of the following methods: 1) the number of hours worked by the Owner or Owner's Family Member under this Agreement; or 2) 160 hours. The contribution rate and the due date for contributions set forth in this Agreement continue to apply.

**(a) Owner** – A person who owns more than 5% of an Employer.

**(b) Owner's Family Member** – Means an Owner's spouse, daughter, son, step-child or parent.

## **ARTICLE XV** **NON-DISCRIMINATION**

**Section 15.1. Compliance.** The parties to this Agreement acknowledge that they are subject to State and Federal law and Municipal Ordinances regarding equal opportunity and fair employment and, therefore, will jointly take the necessary steps to comply with these laws and ordinances to assure, within the scope of this Agreement, compliance with equal opportunity and fair employment practice laws and ordinances and agree the employment referral, or selection of all Employees shall be on the basis of qualifications without regard to race, color, sex, age, handicap, religion, national origin and ancestry.

**Section 15.2. Safety.** All work of the Employers shall be performed under safety conditions

which conform to those contained in all applicable Federal, State and Municipal statutes, rules, and regulations. All Employers and Employees are required to comply with such regulations and any additional safety rules posted by the Employer and agreed to be reasonable by the representatives of the Union. Any disregard of the applicable Federal, State or Municipal rules and regulations or posted safety rules will subject the Employee to disciplinary action; and should the Employer, after being given notice by the Employee of a violation of the above and the Employer does not immediately correct said violation, the Employee is free to leave the job site or refuse to perform work which is in violation of the above.

**(a)** Employees should be encouraged to participate in certain regularly scheduled safety related seminars provided by the Union, Employer, or Employer Trade Organization. These seminars will be scheduled after the regular working hours and in sufficient advance time to provide for easy scheduling.

**Section 15.3. Change Notice.** This agreement shall be in effect through May 31, 2020 and thereafter continue in effect from year to year unless either party hereto shall notify the other in writing sixty (60) days prior to May 31, 2020 or May 31 of any additional contract year, of any intention to negotiate any changes or amendments to this agreement.

Such notice shall be sent by registered mail to respective bargaining groups.

## **ARTICLE XVI**

### **NO STRIKE - NO LOCKOUT**

**Section 16.1. No Strike.** During the term of this Agreement, the Union will not cause, permit, or authorize in any fashion, nor will any of the members of the Union take part in any strike, sit-down, sympathy strike, slow-down or any other kind of work stoppage or interference with the work, whether total or partial. Any and all disputes arising between the Union and the Employer or under the terms of this Agreement shall be handled as provided in Article XII herein. There shall be no work stoppage due to unauthorized or illegal strikes, lockouts, disputes or grievances.

**Section 16.2. No Lockout.** The Employer agrees that during the term of this Agreement, the Employer will not engage in any lockout.

**Section 16.3. Enforcement.** Nothing in this Agreement shall be construed to limit or restrict the Union or Employer's right to pursue any and all remedies available under law or under Article XII of this Agreement in the event of a violation of this Agreement.

**Section 16.4. Industrial Relations Council.** If the Union and PICRA Association contract ne-

gotiations have failed to reach a settlement by April 30, both parties agree to submit the dispute to the Industrial Relations Council for the Plumbing and Pipefitting Industry, and further agree that all terms and conditions of this Agreement shall continue in full force and effect pending the final decision by the Industrial Relations Council. The parties agree that if the IRC does not reach a decision by June 1 of the applicable year, the ultimate wages and conditions decided by the IRC will be retroactive to the June 1 date.

## **ARTICLE XVII**

### **MANAGEMENT RIGHTS**

**Section 17.1. 8 for 8.** It is the intent of all parties to this Agreement that the Employee will furnish a full, fair day's work for a day's pay.

**Section 17.2. Management Control.** Management shall be the sole judge of the size and composition of the work force. Management shall have the prerogative of controlling its operations, introducing new or improved methods or facilities and changing methods or facilities, subject to the limitations set forth in this Agreement.

The Employer is vested with the right to relieve Employees from duty because of lack of work or other legitimate reasons, to promote, suspend, demote, transfer, discipline, or discharge for just cause.

**Section 17.3. Moonlighting.** The Union shall not sanction any Employee performing any plumbing, heating, cooling or pipe work after his regular hours for other than his current Employer. Any Employee violating this Section shall be dealt with in accordance with the provisions contained in Article XII.

## **ARTICLE XVIII** **TRADE JURISDICTION**

**Section 18.1. Work Jurisdiction.** The following is the jurisdiction of work of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada quoted from the UA Constitution as revised and amended at Las Vegas, Nevada, August 12-16, 1991.

- 1.** All piping for plumbing, water, waste, floor drains, drain grates, supply, leader, soil pipe, grease traps, sewage and vent lines.
- 2.** All piping for water filters, water softeners, water meters, and the setting of same.
- 3.** All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above mentioned equipment.

- 4.** All water services from mains to buildings, including water meters and water meter foundations.
- 5.** All water mains from whatever source, including branches and fire hydrants, etc.
- 6.** All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc.
- 7.** All liquid soap piping, liquid soap tanks, soap valves and equipment in bath and washrooms, shower stalls, etc.
- 8.** All bathroom toilet room and shower room accessories, i.e., towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.
- 9.** All lawn sprinkler work, including piping, fittings and lawn sprinkler heads.
- 10.** All sheet lead lining for x-ray rooms, fountains, swimming pools or shower stalls, tanks for vats for all purposes and for roof flashings in connection with pipe fitting industry.
- 11.** All fire stand pipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories, and all piping for sprinkler work of every description.
- 12.** All block tin coils, carbonic gas piping, for soda fountains and bars, etc.

**13.** All piping for railing work, and racks of every description, whether screwed or welded.

**14.** All piping for pneumatic vacuum cleaning systems of every description.

**15.** All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil, or gas, used in connection with railway cars, railway motor cars, and railway locomotives.

**16.** All marine piping, and all piping used in connection with ship building and ship yards.

**17.** All power plant piping of every description.

**18.** The handling, assembling and erecting of all economizers, superheaters, regardless of the mode or method of making joints, hangers, and erection of same.

**19.** All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs, and water grates, boiler compound equipment, etc.

**20.** All sootblowers and soot collecting piping systems.

**21.** The setting, erecting and piping for all smoke consuming and smoke washing and regulating devices.

**22.** The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards, and other controls used in con-

nection with power, heating, refrigerating, air conditioning, manufacturing, mining and industrial work.

**23.** The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers and all piping for same in power houses, distributing and boosting stations, refrigeration, bottling, distilling and brewing plants, heating, ventilating and air conditioning systems.

**24.** The setting and erecting of all underfeed stokers, fuel burners, and piping, including gas, oil, power fuel, hot and cold air piping, and all accessories and parts of burners and stokers, etc.

**25.** All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.

**26.** The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps and mixing devices, and piping thereto of every description.

**27.** The setting, erecting and piping of all cooling units, pumps, reclaiming systems and appurtenances, in connection with transformers, and piping to switches of every description.

**28.** All fire extinguishing systems, and piping, whether by water, steam, gas or chemical, fire alarm piping, and control tubing, etc.

- 29.** All piping for sterilizing, chemical treatment, deodorizing, all cleaning systems of every description, and laundries for all purposes.
- 30.** All piping for oil, or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.
- 31.** All piping for power or heating purposes, either by water, air, steam, gas, oil, chemicals, or any other method.
- 32.** All piping, setting and hanging of all units and fixtures for air conditioning, cooling, heating, roof cooling, refrigerating, ice making, humidifying, de-humidifying, dehydrating, by any method, and the charging and testing, servicing of all work after completion.
- 33.** All pneumatic tube work, and all piping for carrying systems by vacuum, compressed air, steam, water, or any other method.
- 34.** All piping to stoves, fire grates, blast and heating furnaces, ovens, driers, heaters, oil burners, stokers and boilers and cooking utensils, etc., of every description.
- 35.** All piping in connection with central distributing filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, and aeration basins.

- 36.** All process piping for refining, manufacturing, industrial, and shipping purposes, of every character and description.
- 37.** All air piping of every description.
- 38.** All temporary piping of every description in connection with building and construction work, excavating and underground construction.
- 39.** The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduit and boxes, used in connection with pipe fitting industry.
- 40.** The handling and setting of boilers, setting of fronts, setting of soot blowers, and attaching of all boiler trimmings.
- 41.** All pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts, and water lines, and booster stations of every description.
- 42.** All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints, or any other mode or method of making joints in connection with the pipe fitting industry.
- 43.** Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.
- 44.** All methods of stress relieving of all pipe joints made by every mode or method.

**45.** The assembling and erection of tanks, used for mechanical, manufacturing or industrial purposes, to be assembled with bolts, packed or welded joints.

**46.** The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipe fitting industry.

**47.** The operation, maintenance, repairing, servicing and dismantling of all work installed by Journeymen members of the United Association.

**48.** All piping for cataracts, cascades, (i.e. artificial water falls), make-up water fountain, captured waters, water towers, cooling towers and spray ponds used for industrial, manufacturing, commercial or for any other purposes.

**49.** Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, wood, or any other kind of materials, or product manufactured into pipe, usable in the pipe fitting industry, regardless of size or shapes.

**50.** All piping for artificial gases, natural gases, and holders and equipment for same, chemicals, minerals, and by-products and refining of same, for any and all purposes.

**Section 18.2. Hoisting.** The Employer hereby assigns the operation of (1) hoisting and portable engine on building and construction work including, but not limited to, fork lifts, end

loaders and hoists, to Employees covered by this collective Bargaining Agreement, providing these engines are used in conjunction with the work of the trade as a time saving installing device to hoist or haul material and equipment to a holding position for permanent attachment to said building or construction, and (2) operation of pumps and welding machines in conjunction with the work of the trade.

**Section 18.3. Work Inspection.** Primary visual inspection that is part of a systematic quality control program that governs the fabrication, installation, renovation, maintenance or repair of work that is under the jurisdiction of the U.A. shall be performed by properly certified inspectors who are United Association members.

## **ARTICLE XIX**

### **TERM & EFFECTIVE DATE**

**Section 19.1. Term of Agreement.** Term of this Agreement will be from June 1, 2017 through May 31, 2020 , but in the event of any unforeseen economic conditions that may arise or any provision or agreements that its enforcement created undue hardships on parties to this Agreement, the recognized representatives of Negotiating Committee of the respective parties to the Agreement may by sixty (60) days written notice, request review of such portions of Agreement for recommendations for such actions as may be approved by the Negotiating Committee.

**Section 19.2. Effective Date.** This Agreement entered into this 1st day of June, 2017 and shall become effective June 1, 2017.

## **JOINT LABOR MANAGEMENT UNIFORM SUBSTANCE ABUSE PROGRAM**

### **I. POLICY STATEMENT**

The parties recognize the problems created by drug abuse and the need to develop prevention and treatment programs. The Employer and the Union seek to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain an alcohol and drug free, safe, healthy work environment for all Employees. The labor and management representatives of the Plumbing and Pipefitting Industry have formed an alliance (hereafter "Alliance") to address the problems caused by drug and alcohol abuse. All Contractors agree to abide and be bound by the terms of the Alliance Program Policy, which includes random testing. **All contractors also agree to have a mandatory drug testing program in place that meets the minimum standards of the Alliance Program Policy for all non-bargained employees, including but not limited to random testing. In addition to the rules and provisions set forth in the Alliance Program Policy, testing shall be conducted in accordance with the following rules and provisions:**

## **II. DEFINITIONS**

a. Employer Premises: The term "Employer Premises" as used in this policy includes all property, facilities, land, buildings, structures, automobiles trucks and other vehicles owned, leased or used by the Employer. Construction job sites for which the Employer has responsibility are included.

b. Controlled Substances: The following term "Controlled Substances" means the following substances: alcohol, marijuana, cocaine, opiates, amphetamines, barbiturates, benzodiazepine, methadone, methaqualone, propoxyphene and phencyclidine (PCP), (including look alike drugs and designer drugs) and drug paraphernalia in the possession of or being used by an Employee on the job.

c. Employee: An "Employee" is any individual who performs work for the Employer under the terms of a collective bargaining agreement.

d. Reasonable Cause: Reasonable cause shall be defined as aberrant or erratic behavior such as noticeable imbalance, incoherence, or disorientation.

## **III. BASIS FOR DRUG TESTING**

Random drug testing of Employees is allowed effective June 1, 2007. (See the Plumbers, Pipefitters & Service Technicians Drug-Free Alliance Program Document) In addition, the Employer

may conduct drug testing under the following circumstances:

- a. A pre-employment drug test may be administered to all applicants for employment.
- b. A test may be administered in the event a supervisor has a reasonable cause to believe that the Employee has reported to work under the influence, or is or has been under the influence while on the job; or has violated this drug policy. The decision to test must be based on a reasonable and articulate belief that the Employee is using a prohibited drug on the basis of specific and contemporaneous physical behavioral or performance indications of probable drug uses. At least two of the contractors' supervisors, one of whom is trained in the detection of possible symptoms of drug use, shall substantiate and concur in the decision to test an Employee. Only one trained supervisor is required to substantiate the decision to test for contractors with 20 or fewer Employees. A written report describing the Employee's condition shall be completed, dated, and signed by the observer(s) and copies made available to the Employee and the Union. In such cases, the Employee's immediate supervisor(s) may, in a confidential manner, order the Employee to submit to a substance abuse testing. During the process of establishing reasonable cause for testing, the Employee has the right to request his on site representative to be present.

Third party reports that an Employee is impaired in his duties through the use of prohibited drugs shall not constitute cause, but may because for the observation of the Employee.

c. Testing may be required if an Employee is involved in an accident which results in injury to any person requiring medical treatment other than minimal first aid, or property damage in excess of \$100.00, where there is a reasonable basis to believe that the accident was caused by an act or omission on the part of the Employee.

d. Testing may be required as part of a follow up to counseling or rehabilitation for substance abuse, for up to a one (1) year period.

#### **IV. TESTING PROCEDURES**

a. Drug testing will be conducted by an independent accredited laboratory (National Institute on Drug Abuse [NIDA] and/or Department of Health and Human Services [DHHS] and or College of American Pathology). RPT-LMCC will bear the cost of all testing procedures as spelled out in the Drug- Free Alliance Program Document - excluding pre-hire testing. The Employer will bear the cost of all pre-hire testing procedures.

b. Urine samples shall be collected using the split sample method. At the time of donation one portion of the original urine sample shall be kept secure and chemically stable and made available for verification of laboratory testing results.

c. The handling and transportation of each specimen will be done in a manner to insure that strict chain of custody procedures are maintained and properly documented.

d. Any Employee testing positive shall have the right to have the secured portion of his/her urine sample independently examined by a certified laboratory of the Employee's choice at the Employee's expense, within thirty (30) days of the notice of a positive confirmation test.

e. All drug testing shall be conducted by an initial process incorporating an enzyme immunoassay technique or radio enzyme immunoassay technique and must be confirmed by gas chromatography/mass spectrometry (CS/MS) or some equally sensitive confirmatory technique as certified by NIDA. A positive drug test result shall mean test levels, on both the screening test and the confirmatory test, which are recognized as positive by the U.S Department of Health & Human Services in its Mandatory Guidelines for Federal Workplace Drug Testing Programs.

f. All alcohol testing must be performed using approved evidential breath testing devices ("EBTs") administered by qualified technicians. If the screening test for alcohol is positive, a confirmation test must be performed. A positive alcohol test shall mean .04 blood alcohol content.

g. The results of an Employee's drug or alcohol test are confidential and will be disclosed only to the Employee and the Employer. Further disclosure of the test results will only occur when the Employee has provided written consent to such disclosure.

## **V. PRESCRIPTION DRUGS**

Employees using prescription medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisors of such prescription drug use. For the safety of all Employees, the Employer will consult with the Employee and his/her physician to determine if re assignment of duties is necessary. The Employer will attempt to accommodate the Employee's needs by making an appropriate re assignment. However, if a re assignment is not possible, the Employee will be placed on temporary medical leave until released as fit for duty by the prescribing physician.

## **VI. RULES/DISCIPLINARY ACTIONS**

a. Rules: All Employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner.

Employees shall not:

1. Use, possess, dispense or receive prohibited substances on or at the job site; or
2. Report to work under the influence of alcohol or controlled substances.

b. Discipline: When the Employer has reasonable cause to believe an Employee is under the influence of a prohibited substance, for reasons of safety, the Employee may be suspended until test results are available. If the Employee has been suspended and no test results are received after three (3) working days, the Employee, if available, shall be returned to work with back pay. If the test results are negative, the Employee shall be reinstated with back pay. In all other cases:

1. Employees who have not voluntarily come forward, and who test positive for prohibited substances will be subject to discipline up to and including discharge.
2. Employees who refuse to cooperate with a request that they submit to a drug/alcohol test will be subject to discipline up to and including discharge provided that the request for the drug/alcohol test is proper under this policy.
3. Employees found in possession of prohibited substances or paraphernalia will be subject to discipline up to and including discharge.
4. Employees found selling or distributing prohibited substances will be subject to discipline up to and including discharge.
5. Employees found under the influence of prohibited substances while on duty, and/or operating an Employer vehicle will be subject to discipline up to and including discharge.

## **VII. REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM**

Employees are encouraged to seek help for a drug problem before it deteriorates into a disciplinary matter. If an Employee voluntarily notifies supervision that he or she may have a substance abuse problem, the Employer will assist in locating a suitable Employee assistance program for treatment, and will counsel the Employee regarding medical benefits that may be available under a health and welfare insurance program. If treatment necessitates time away from work, the Employer shall provide for the Employee to take an unpaid leave of absence for purpose of participation in an agreed upon treatment program. An Employee who successfully completes a rehabilitation program shall be reinstated to his/her former employment status, if work for which he/she is qualified exists.

Employees returning to work after successfully completing the rehabilitation program can be subject to drug tests without prior notice for a period of one (1) year. A positive test will then result in disciplinary action as previously outlined in the policy and program.

This joint labor/management uniform substance abuse program will not take effect for pre-hire testing until September 1, 1997 at which time the Employers signatory to this agreement will be allowed thirty (30) days to test current Employees under the collective bargaining agreement.

For Employer:

Piping Industry Council Rockford Area



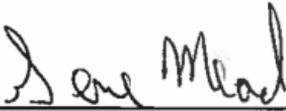
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Gary Statdfield, Chairman



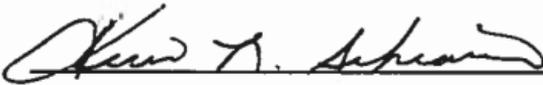
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Steve Ceroni



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Gene Mead



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Kevin Schiavo

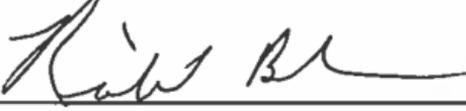


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Jim Zweep

For Union:

Plumbers & Pipefitters  
Local Union 23  
Rockford, Illinois



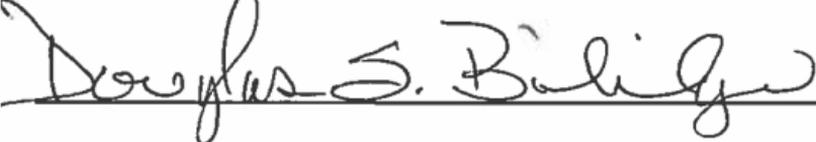
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Richard Beck, Business Manager



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Timothy Huff, Business Agent



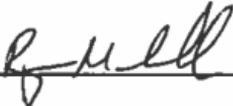
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Doug Bainbridge



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Thomas Brown



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Ryan Marshall

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## **NOTES**

## NOTES

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