

COLLECTIVE BARGAINING AGREEMENT

By and Between

**THE GREAT SOUTHWESTERN ILLINOIS ASSOCIATION OF
PLUMBING, HEATING & COOLING CONTRACTORS**

And

PLUMBERS AND PIPEFITTERS LOCAL 101

Effective July 1, 2009 through June 30, 2012

Article

Page

1.	Scope	3
2.	Recognition	3
3.	Union Security.....	
4.	Hiring.....	
5.	Hours of Labor	
6.	Journeyman Wage Scale	
7.	Summary of Wage Scale with Fringe Benefits	
8.	Foreman.....	
9.	Apprentice Scale.....	
10.	Pay Day	
11.	Working Dues Check Off System.....	
12.	Pension Plan and Trust.....	
13.	Health & Welfare Plan and Trust	
14.	Substance Abuse.....	
15.	Safety, Education and Training	
16.	Delinquencies	
17.	Holidays.....	
18.	Industry Advancement Fund	
19.	Training	
20.	Transportation Traveling Expense	
21.	Reporting Time.....	
22.	Working Employer or Working Journeyman.....	
23.	Insurance	
24.	Working Rules.....	
25.	Tools.....	
26.	Sub-Contracting.....	
27.	Pre-Job Conference	
28.	Savings Clause	
29.	Changing of Agreement	
30.	Handling of Grievances.....	
31.	Highest Scale to Prevail	
32.	Most Favored Nations	
	Signature Page.....	
	Jurisdiction	
	Memorandum of Agreement	

Counties, Town, Villages, Cities and Areas covered by Local 101 Jurisdiction listed as follows:

Addieville	Millstadt
Albers	Nashville
Aviston	New Athens
Baldwin	New Baden
Bartelso	New Memphis
Beckemeyer	New Menden
Belleville	Oakdale
Breese	Okawville
Cardes	Plum
Carlyle	Posen
Caspars	Posey
Covington	Prairie
Damiansville	Red Bud
Darmstadt	Rentchler
Elkhorn	Ruma
Fayetteville	Scott Air Force Base
Freeburg	Shiloh
Germantown	Smithton
Hecker	St. Libory
Lebanon	Stone Church Hill
Lenzburg	Summerfield
Lively Grove	Swansea
Johannisburg	Tilden
Mascoutah	Trenton
Marissa	Venedy

Part of St. Clair County
Part of Washington County
Part of Randolph County
Part of Monroe County
Part of Clinton County

AGREEMENT

This AGREEMENT made and entered into by and between the Great Southwestern Illinois Association of Plumbing, Heating & Cooling Contractors, operating within the territorial jurisdiction of the Plumbers and Fitters Union 101, Belleville, Illinois, by and on behalf of it's members as well as individual plumbing, heating, air-conditioning and pipe contractors who are signators, hereinafter designated as the Contractor, and Local Union 101 of the Journeymen and Apprentices of Belleville, and vicinity of the United Association of Journeymen and Apprentices of the Plumbing and Pipe-Fitting Industry of the United States and Canada, hereinafter designated as the Union, witnesseth:

ARTICLE 1 **Scope**

Section 1 - PREAMBLE

WHEREAS, The Contractors are engaged in Plumbing, Heating, Air-Conditioning and Pipefitting work within the jurisdiction of Plumbers and Fitters Local Union 101, Belleville, Illinois, performing such work requiring services of competent and qualified Journeymen of the United Association, and

WHEREAS, the Union is affiliated with the United Association of Journeymen and Apprentices of the Plumbing and Pipe-Fitting Industry of the United States and Canada of the American Federation of Labor and has in its membership Journeymen competent and qualified to perform all work coming within its jurisdiction of work, and.

WHEREAS, the parties hereto desire to establish uniform hours of labor and uniform working conditions for Journeymen and Apprentices of the Union and further, to encourage closer cooperation and better understanding between employer and employee of the Plumbing, Heating, Air Conditioning and Pipe-Fitting Industry to the end that a satisfactory continuous and, harmonious relationship will exist between both parties to this agreement.

ARTICLE 2 **Recognition**

- (A) The Contractor agrees to recognize the Union as the sole and exclusive bargaining agent for all employees performing work properly coming

under the jurisdiction of the United Association of Journeymen and Apprentices of the Plumbing and Pipe-Fitting Industry of the United States and Canada as defined in its Trade Autonomy and as established by recognized agreements and decisions of the Building Trades Department of the American Federation of Labor and/or the National Joint Board for settlement of jurisdiction disputes.

- (B) In the event that two or more crafts claim the same work, the Contractor and the Union agree that they shall be bound by the procedural rules and regulations of the National Joint Board for the settlement of jurisdictional disputes, and the Contractor agrees to make assignments to work in accordance with the procedural rules of the National Joint Board for the settlement of jurisdictional disputes.
- (C) The Union and the employees agree that it is in the best interest of all to promote an alcohol free, drug free working environment, and both pledge to abide by the Great Southwestern Substance Abuse Policy Trust.
- (D) The Union and Contractor agree that it is in the best interest of all to promote an accident free and safety conscious environment, and both pledge to work within their own area of influence to cooperate to that end.
- (E) The Union and Contractor agree that it is in the best interest of all to promote a foreman training program and both pledge to work within their own area of influence to cooperate to that end.
- (F) Each Contractor shall be bound by each agreement and dedication of trust establishing the Great Southwestern SAPT and the Southwest-U.A.SET.
- (G) Contributions to the Great Southwest SAPT and the Southwest-U.A.SET (the funds) shall be made with and included in the contributions to the Plumbers and Fitters Local 101 Health & Welfare Fund for all hours worked by employees covered by the Contract Agreement.
- (H) Applicants for hire, the Union, and Contractors are bound by the rules and regulations established by the Great Southwestern Substance Abuse Policy Trust relating to drug and alcohol testing.

ARTICLE 3
Union Security

It is understood and agreed by and between the parties hereto that as a condition of continued employment, all employees who are hereafter employed by the Contractor in the unit which is the subject of this agreement shall become members of the Union on the eighth (8th) day following the beginning of their employment or the execution date of this agreement, whichever is the later; that the continued employment by the Contractor in said unit of employees who are already members in good standing of the Union shall be conditioned upon those employees continuing their payment to the Union of the periodic dues, and that the continued employment of employees who are in the employ of the Contractor prior to the date of this agreement, shall be conditioned upon those employees becoming members of the Union on the eighth (8th) day following the execution date of this agreement.

The failure of any employee to become a member of the Union at such required time shall obligate the Contractor, upon written notice from the Union to such effect and to the further effect that union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such employee. Further, the failure of any employee to maintain his union membership in good standing as required herein shall upon written notice to the Contractor by the Union to such effect, obligate the Contractor to discharge such employee.

ARTICLE 4
Hiring

The parties hereto shall not discriminate against any employee or applicant for employment, by reason of race, sex, creed, national origin, age, or such other reason as which may be prohibited by the laws of the United States and the State of Illinois.

- (A) The parties recognize the fact to be that the Union's knowledge and experience within the industry involved, together with the source of competent manpower available to it, can be of assistance to the Contractor in recruiting needed employees. It is therefore agreed that the Contractor shall notify the Union wherever employees are to be hired and shall afford the Union an opportunity to recommend job applicants due consideration, consistent with the provisions of the National Labor Relations Act, as amended.

- (B) The notification of needed employees shall specify the name and location of the job in question, the probable duration of the job, the classification of employees to be hired, and the number of employees required in each classification.

ARTICLE 5
Hours of Labor

- (A) The maximum of 8 hours shall constitute a days work. The maximum workweek shall be 40 hours beginning on Monday and ending Friday.
- (B) Starting time shall be 7:00 A.M. or 8:00 A.M., for an 8-hour period.
- (C) The lunch period will vary accordingly, from 4 hours after starting time for duration of 30 minutes. Lunch period shall be excluded in computing an 8-hour workday, and shall be afforded each employee.
- (D) Time worked outside of these hours shall be considered overtime, for which time and one half (1½) shall be paid. Sundays and Holidays shall be paid at the double time rate. Overtime is to be rounded to nearest half hour.
- (E) Shift work, that is, where part or all of such shift is outside the regular work day, shall be paid at the rate of 115%. Shift work shall be defined as an eight (8) hour shift where all or part of such shift is outside the normal working hours, which is expected to last for a minimum of five (5) consecutive work days.
- (F) The maximum of ten (10) hours a day, Monday through Thursday only, shall be worked for the duration of a job. These ten (10) hour days shall be worked at the regular rate of pay until the normal work week of forty (40) hours is achieved. An official 30- minute unpaid lunch period shall be taken during the 4th and 5th hour of workday.

The exception from the above would be conditions of weather or a contract holiday, at which time Friday would be deemed as the make-up day to achieve the forty- (40) hour week. Any hours worked beyond forty (40) hours in a given Monday through Thursday week, the Employee shall receive pay at the overtime rate.

The four-ten (4/10) arrangement must first be agreed upon between the Contractor or his Representative, and a majority of the employees assigned to a particular job. If this is found to be mutually agreed upon, then it must be submitted in writing to the Union office for approval.

ARTICLE 6
Journeyman Wage Scale

Wages of Journeymen shall not be less than:

Effective July 1, 2009.....	\$33.75
Effective July 1, 2010.....	\$34.50
Effective July 1, 2011.....	\$35.35

ARTICLE 7
Summary Of Wage Scale With Fringe Package

Effective July 1, 2011 to June 30, 2012

Wages for Employees classified as Plumbers or Fitters.....	\$35.35
Working Dues (Deduction).....	\$1.71
Pension (Benefit).....	\$5.40
Industry Advancement Fund (Benefit)	
a. (Local 101/UA Contribution).....	\$.675
b. (Great Southwest Employers).....	\$.375
Industry Advancement Fund Total.....	\$1.05
Health and Welfare	
a. (Benefit)	\$7.15
b. Administrative Service Fee	\$0.25
c. SET Fund	\$0.06
d. SAPT Fund	\$0.04
Health and Welfare Total	\$7.50
Total Package.....	\$49.30

- Division of the IAF is stated in Article 18

An additional \$1.25 per hour will be paid for hours worked by Employees classified as Plumbers or Fitters, beginning with July 1, 2011. The allocation of

this payment to wages and/or fringe benefits shall be determined by a vote of the Union members entitled to the increase.

ARTICLE 8

Foreman

- (A) Fitters and Plumbers in charge of jobs shall receive foreman's wages. All work in Industrial plants and Commercial projects shall require Foreman scale for selected Foreman beginning with the first day.
- (B) The first or last employee on a multi-employee job shall be designated "Foreman". The Foreman shall receive in addition to the Journeymen rate, compensation for directing employees as follows:

Any job with more than one employee (including all different crafts hired by Contractor) shall be paid foreman's rate of \$2.50 with the following qualifications, additional four (4) hours continuing education which is to be furnished and approved by Local 101 and the Great Southwest Association over and above the current four (4) hours of annual continuing education to renew State Plumbing License and all needed OSHA training that will be required to be a competent person. Training to be paid by SET funds. If a Local 101 member is working by himself on a job that he is not a foreman, this member will need to be a competent person. Seven (7) employees or more=\$3.50. When any job has seven (7) employees or more, the first "Foreman" shall be designated "General Foreman" and "Foreman." A Foreman shall be designated for every additional six (6) employees. Only the General Foreman shall receive the top Foreman's pay rate (\$3.50): subsequent Foreman shall receive \$2.50 per hour in addition to the Journeyman rate.

A Foreman shall not supervise more than one job at the same time. Every multi-employee job shall have a Foreman.

Foreman must be members of the Union and shall receive the maximum Foreman rate beginning the first day on the job.

- (C) From 7-1-03 through 6-30-09, current foremen as of 7-1-03 will be grand fathered; these foremen will be paid \$1.25 unless they meet qualifications established, then their pay rate is \$2.50.

- (D) There shall be no restriction regarding the foreman handling tools and materials.
- (E) On gas main, water main, force main and ductile iron gravity, the foreman shall receive premium pay of \$2.50 per hour until the employees number seven (7). On crews of seven or more, the foreman premium pay is \$3.50 per hour.
- (F) A single housing lead man to receive \$.50 premium pay over scale.

ARTICLE 9
Wage Rate –Apprentices

The apprentice scale of wages shall be determined by Joint Apprentice Committee. Listed as follows:

Working dues shall not be deducted from a 1st year apprentice; however, a 2nd, 3rd, 4th and 5th year apprentice shall pay working dues based upon their rate of pay, multiplied by the current dues percentage rate. (At the time of printing the rate is 3%).

Fringe benefits for Apprentices are to be paid at 100% of the Journeyman’s rate. To set up shop employees as licensed apprentices without the sanction of Local 101 is a gross violation of this contract; which violation shall not be subject to the grievance and arbitration provisions of this contract, and for which the union may impose economic sanctions, notwithstanding the no strike prohibitions of this agreement.

July 1, 2011 through June 30, 2012

Months	Status	Wage	H/W	Pension Welfare	IAF	Total Package	Working Dues
0 – 12	40%	\$ 14.14	\$7.50	\$5.40	\$1.05	\$28.09	No
12 – 24	60%	\$ 21.21	\$7.50	\$5.40	\$1.05	\$35.16	\$1.23
24 – 36	70%	\$ 24.75	\$7.50	\$5.40	\$1.05	\$38.70	\$1.33
36 – 48	80%	\$ 28.28	\$7.50	\$5.40	\$1.05	\$42.23	\$1.44

48 – 60 90% \$ 31.82 \$7.50 \$5.40 \$1.05 \$45.77 \$1.55

ARTICLE 10
The Pay Day

The payday shall be once each week; employees are to be paid at the end of their regular shift whether working in a shop or in the field. When employees are laid off or discharged they must be paid wages due them at the time of layoff or discharge. Overtime rate to be paid when this rule is not complied with.

ARTICLE 11
Working Dues Check-Off System

The Employer agrees to a procedure for the check off of working dues.

The Employer shall deduct pay from each employee who authorizes such deductions in writing, working dues in the amount certified by the Union.

The Employer shall remit to the Union the total amounts deducted monthly, no later than the 15th of the following month, together with a report stating the name of each employee for whom remittance is made, the number of hours worked by the employee in the reporting month, and the amount of the working dues for that employee deducted and remitted to the Union. The check off of working dues for overtime work shall be at the same rate as paid for overtime, that is, time-and-a-half or double-time, depending on the case.

ARTICLE 12
Pensions

- (A) All parties hereto shall be bound by the terms and conditions of the Pension Trust Fund as provided in the Trust Agreement incorporated by reference hereto. The Contractor shall contribute the amount to such

Fund per unit employee, with payments to be made as hereinafter provided: Effective 7/1/2011 through 6/30/2012: \$5.40 per straight time hour; \$8.10 per time and a half hour; \$10.80 per double time hour.

- (B) All parties hereto shall be bound by the terms and conditions of the Plumbers and Pipefitters Local 101 Supplemental Pension Plan as provided in the Trust Agreement incorporated by reference hereto. The Contractor shall withhold, on a pre-tax basis, from the wages of each employee who elects to participate in the 401(k) portion of the Plan an hourly amount designated by each employee. The Supplemental Pension Fund will provide the Contractor a list showing the amount each employee has elected to have withheld. The Contractor shall forward these withheld amounts to the Supplemental Plan as soon as such amounts can reasonably be separated from the assets of the Contractor, but in no event later than the 15th business day of the month following the month in which the amounts are withheld from the wages of the employees. The Contractor understands that the Trustees of the Supplemental Pension Plan, pursuant to Department of Labor guidance, may determine that amounts withheld from wages of the employees for forwarding to the Supplemental Pension Plan must be forwarded more often than monthly or by an earlier date than is required for contributions to the other benefit plans. Should the Trustees make such a determination, the parties agree to comply with the Trustees' determination.

ARTICLE 13

Health and Welfare Plan and Trust

All Parties hereto shall be bound by the terms and conditions of the Health and Welfare Trust, which is incorporated by reference herein. The Contractor shall contribute to that Trust the following amounts for each unit employee for the period from July 1, 2011, through June 30, 2012:

\$7.50 for each straight-time hour worked;
\$11.25 for each time-and-one-half hour worked; and
\$15.00 for each double-time hour worked.

The parties understand and agree that \$0.25 for each hour worked is to be used for administrative services for the Trust and the balance is to be used for administrative services and benefits.

The contribution rate may be changed with the limitations of the total package set forth in this agreement.

ARTICLE 14 Substance Abuse Policy and Trust

All parties hereto shall be bound by the terms and conditions of The Great Southwestern Plumbing, Heating, Cooling, Mechanical Contractors Substance Abuse Policy Trust Fund (SAPT) as provided in Fund.

The Trust and as incorporated by reference herein: The Employer shall contribute to such Fund per unit employee, the following amounts which shall be added to and paid with the Health and Welfare Contribution. Effective 7/1/2009 through 6/30/2012, \$0.04 per straight time hour, -\$0.06 per time and one half hour \$0.08 per double time hour.

Further, the combined contributions to the South West-U.A. (SET) and The Great Southwestern (SAPT) shall not exceed (\$.10) cents per straight time hour or the overtime multiplier thereof.

ARTICLE 15 Safety Education & Training and Trust

All parties hereto shall be bound by the terms and conditions of the Great Southwestern Plumbing, Heating, Cooling, Mechanical Contractors –U.A. Safety, Education & Training Trust Fund (SET) as provided in the Trust and as incorporated by reference herein:

The Employer shall contribute to such Fund per unit employee, the following amounts, which shall be added to and paid with the Health and Welfare Contribution. Effective 7/1/2009 through 6/30/2012, \$0.06 per straight time hour, -\$0.09 per time and one half hour; -\$0.12 per double time hour.

Further, the combined contributions to the South West-U.A. (SET) and The Great Southwestern (SAPT) shall not exceed (.10) cents per straight time hour or the overtime multiplier thereof.

ARTICLE 16

Delinquencies

A 1½ % (one and one half percent) delinquent charge, per month, shall be assessed to contractually required contributions that become 30 days beyond the due date. The Union may require a Contractor to post up to a Twenty-Five Thousand Dollar cash deposit or a Fifty Thousand Dollar Security Bond to insure payment of any future Pension, Health & Welfare, and Working Dues that might become due. Further, the Union may require any such Contractor who has been requested to post a cash deposit or a security bond to make Pension, Health & Welfare, and Working Dues payments on a weekly basis, said payments to be due, if the Union so requires, on Tuesday of the week following the week that the work was performed. In the event a Contractor is delinquent after the due date of the 15th of the month on his payments to the above mentioned Funds, the parties agree that the Union may refuse to furnish men to that Contractor and said refusal to furnish men shall not be a violation of the grievance procedure stated in Article 30 herein, in that said failure to make payments shall be considered a material breach of this agreement.

It is further agreed that the Great Southwestern Illinois Association of Plumbing, Heating & Cooling Contractors, will incur no liability on its part or on the part of any member Contractor other than the contractor who owes said Fund payments, nor shall the Great Cooling Association, represent the delinquent contractor in any grievance procedure or lawsuits which may result from such delinquent payments.

ARTICLE 17

Holidays

The following designated National Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day or days observed as such national holidays shall be paid for at the rate of double-time when worked. A special permit shall be required for Labor Day.

Holidays falling on Saturday shall be observed on that Saturday (not the Friday before), and Holidays falling on Sunday shall be observed on the following Monday.

ARTICLE 18
Industry Advancement Fund

The Employer shall contribute to the Industry Advancement Fund the amount per hour per employee in the unit as follows: Effective 7/1/2011 through 6/30/2012 - \$1.05 per straight time hour; - \$1.575 per time and one half hour, - \$2.10 per double time hour. Payments to be made as hereinafter provided.

Of the \$1.05 per straight time hour (and proportionally, for premium rate contributions) \$.575 shall be directed to the Plumbers Local 101 Joint Apprenticeship and Training Fund, \$.10 to the United Association Plumbers & Pipefitters International Training Fund, and \$.375 to the Great Southwest Employers Industry Advancement Fund.

ARTICLE 19
Training

The Employer shall contribute to and be bound by the Joint Apprenticeship and Training Program Trust as provided in the Trust Agreement incorporated by reference hereto. A portion of the Industry Advancement Fund set out in Article 18, above, shall be allocated to the Training Fund as follows: Effective 7/1/2011 through 6/30/2012 \$0.575 straight time per hour, - \$0.86 per time and one half hour, - \$1.15 per double time hour, (of the \$0.95 straight time hour, - \$1.425 per time and one half hour, - \$1.90 double time per hour of the IAF amount) shall go to the Joint Apprenticeship and Training Trust Fund. A portion of the Industry Advancement Fund set out in Article 18, above shall be allocated to the UA International Training Fund as follows: Effective 7/01/2011 through 6/30/2012 \$0.10 straight time per hour, \$0.15 per time and one half, \$0.20 per double time hour.

All journeymen shall be required to have four continuing education hours per year and all needed OSHA courses. Education courses to be approved and paid for by Training Program Trust. Specialized training as required by the contractor for current workload, a project, and/or loss of an existing journeyman shall be mandated, conducted and paid by the Training Program Trust.

ARTICLE 20

Transportation Traveling Expense

When employees are sent to work outside the Union's geographic jurisdiction, bus or common carrier fare will be paid. Outside the jurisdiction of their home union they shall receive a full day's pay of eight (8) hours for each day spent in traveling, all railroad fare including sleeping accommodations when traveling at night and all room and board incurred while working out of town.

ARTICLE 21 Reporting Time

Any employees after being hired and reporting for work at the regular starting time and for whom no work is provided shall receive pay for two (2) hours at the prevailing rate of wage, unless he has been notified before the end of his last preceding shift not to report. Any employee who reports to work and for whom work is provided shall receive not less than four (4) hours pay; and if more than four (4) hours are worked in one day, he shall receive not less than a full day's pay. However, the exceptions shall be when weather or strike conditions make it impossible to put such an employee to work or where stoppage of work is occasioned thereby or when employee leaves work on his own accord.

ARTICLE 22 Working Employer or Working Journeyman

It is agreed that contractors or employers will not perform the work classified as that of employees, hereunder, and that employees will not contract, sub-contract or do piece work.

Employers, who are in good standing with the United Association, shall be permitted to handle tools on repair work, residential remodeling, and housing work (including a single four (4) family apartment).

All such Contractors working in the field and performing work normally performed by employees covered by this Agreement are required to make contributions to the benefit funds, on their own behalf, in the amount required for a minimum of 40 hours of work per week, and a minimum of 2000 hours of work per year.

ARTICLE 23
Insurance

- (A) The Contractor hereby agrees to carry the following insurance to fully protect their employees and to file a certificate of each insurance containing a ten-day notice of cancellation with the Union.
- (B) Liability Insurance under Workman's Compensation Act. Each Contractor shall come with the provisions of the respective State Workmen's Compensation Act, and if not, the Contractor must elect to provide and pay the compensation provided for in said Act, by the insuring of his entire liability to pay such compensation in some one insurance carrier authorized, licensed or permitted to carry on such insurance business in the respective state. If no Workmen's Compensation Act exists in any particular state, then the Contractor will carry the proper insurance to pay any claim for injury that may be awarded any employee.
- (C) Coverage under state and federal Unemployment Compensation Acts. In order to insure all employees covered by this Agreement against the hazards of unemployment resulting through no fault of their own, it is agreed by and between the parties hereto, that all Contractors not already required to pay contributions under a State Unemployment Compensation Act shall voluntarily elect to become subject and liable for payment of contributions there under in the manner provided by the aforesaid State Act and Regulations promulgated pursuant thereto; said election to become effective as of the date of signing this agreement locally.
- (D) The Union reserves the right to refuse to furnish manpower to a Contractor who is in violation of Article 23. (Insurance) and it shall not be a violation of the grievance procedure as set forth in Article 30.

ARTICLE 24
Working Rules

A minimum of two (2) employees are required on all gas, water main, force main, and ductile iron gravity installations. Disinfecting and testing of said main to be performed by Union Employees. Manning restrictions on water main and force main may be lifted as approved by Business Agent.

- (A) There shall be no limitations as to the amount of work an employee shall perform during his working day.
- (B) 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 to be used on the job or in the shop of the Contractor, all pipe shall be cut and threaded on the job or in the shop by employees covered under this agreement.
- (C) The erection and installation of work contracted for by the Contractors shall be performed by employees under the following conditions:
 - 1. It is understood by the parties to this agreement that the prefabrication of bends for welded pipe formation two and one-half inches and over in diameter, all lap joint work and re-facing of flanges pertaining to bends, may be performed at the site of the job or in the plant of the Contractor, by employees at the prevailing building construction wage rates in effect wherever the Contractor's plant may be located.
 - 2. The work to be performed in the field shall include: Unloading, handling and erecting of equipment, pipe and materials. Installation of hangers and supports. Making of all bends with a nominal diameter of two inches or less. Cutting and threading of all pipe regardless of size to be cut on the job or shop.
 - 3. Plumbers, pipefitters, service fitters and apprentices shall drive pick-up trucks and service trucks owned or operated by the Employer for the purpose of hauling tools, materials, supplies, parts and equipment directly related to the trade to, from and on the job site.
 - 4. The State of Illinois Plumbing Code is adopted in its entirety for all categories excluding the Belleville City Code.

ARTICLE 25

Tools

Employees shall not be required to furnish any safety equipment or power tools of any kind. Employees performing Plumbing work shall furnish and be responsible for the following hand tools:

6 foot ruler

25 foot tape

torpedo level

24 inch level

10 inch and 14 inch pipe wrench

channel locks

6 inch and 12 inch crescent wrench

claw hammer

Imp 101 7/8" cutter

Ridgid # 15 1 1/8"

Ridgid #20 2 1/8"

handsaw, Lennox HFS180

plumb bob

regular and Phillips screwdrivers

hack saw

extendible basin wrench

no-hub wrench

spud wrench, 12" or 14"

tin snips

Allen wrench set

cold chisel

socket set through 1/2"

tool tray or bucket

boots (Initial pair to be supplied by contractor. Will be replaced if worn out or damaged. If original pair needs to be replaced, they must be returned to the contractor.)

The employer shall replace any broken or worn out tools. All employees shall be responsible for the proper care of tools and equipment furnished.

All personal tools that are stolen will be replaced when the employee uses reasonable care to secure tools.

Employees shall not be required to furnish any safety equipment or power tools of any kind. Employees performing Pipefitting work shall furnish and be responsible for the following hand tools:

6 foot ruler

25 foot tape

torpedo level

10 inch and 14 inch pipe wrench

channel locks

6 inch and 12 inch crescent wrench

hammer

plumb bob

regular and Phillips screwdrivers

Allen wrench set

Socket set through ½” and/or nut drivers

tool tray or bucket

boots (Initial pair to be supplied by contractor. Will be replaced if worn out or damaged. If original pair needs to be replaced, they must be returned to the contractor.)

The employer shall replace any broken or worn out tools. All employees shall be responsible for the proper care of tools and equipment furnished.

All personal tools that are stolen will be replaced when the employee uses reasonable care to secure tools.

ARTICLE 26

Sub-Contracting

The Contractor agrees not to sublet or contract out any work within the territorial and craft jurisdiction of the Union unless the Contractor to whom the contract is sublet has an agreement with the Union or International Union covering the work. Violation of this provision shall constitute gross breach of this contract.

ARTICLE 27
Pre-Job Conference

Upon notification from the Southern Illinois Building and Construction Trades Business Representatives to the Contractor and the Union of pre-job conferences on project on which they are to work, the Contractor representatives and Union representative shall attend at the time, place and date set for the purpose of determining and agreeing upon the type of work to be performed, the nature of the work, the approximate number of men involved, and all other pertinent facts.

ARTICLE 28
Savings Clause

In the event that any provision of this agreement is held to be contrary to any existing federal or state law or regulations, such provisions shall be inoperative and the parties agree to meet and negotiate for the purpose of arriving at a lawful provision to express the intent and agreement of the parties. In the event of the inability of the parties to reach an agreement on a substitute clause, either party may serve sixty (60) days notice in writing on the other party of its desire to take economic action.

ARTICLE 29
Changing of Agreement

Subject to the provisions herein below set forth, this agreement shall be in force and effect as of and from July 1, 2009 to and including June 30, 2012 and shall automatically renew itself from year to year thereafter, unless either party shall notify the other on or prior to June 30, 2012, or on or prior to April 30, 2012 in any contract term after expiration of the initial term of this agreement, of a desire to terminate this agreement.

In the event either party hereto so notifies the other party, negotiations for the formulation and execution of a new collective bargaining agreement shall be commenced and undertaken as soon as possible.

In the event the parties as a result of such negotiations, mutually agree upon the terms and provisions of such a new collective bargaining agreement, the same shall go into and be in effect from and after July 1, 2012 (or from and after July 1 immediately following the expiration of the then current term of the agreement), and shall remain in effect for the contract term agreed upon.

In the event the parties fail to reach an agreement upon terms and provisions of such a new agreement by June 30, 2012 (or by June 30 in any contract period after the expiration of the initial term of this agreement), then the Union and Contractor shall, on or after July 1 following, each have the right to use economic pressure including the right to strike or to lock out, as either deem fit in order to secure an agreement that shall become effective.

ARTICLE 30

Handling of Grievances

Should any difference, disputes or complaints arise over the interpretation or application of the contents of this agreement the parties agree that there shall be no lock out or cessation of work or slowdowns and the parties shall make an earnest effort to settle such promptly through the following procedure:

Journeyman accountability to be appropriately corrected by Business Agent.

The Great Southwestern Illinois Association of Plumbing, Heating & Cooling Contractor, and the Union shall create a joint board of arbitration consisting of two members from each party who shall, within three days of being served a written notice containing the written grievance, meet and attempt to adjust the difference between the parties. Said Joint Arbitration Board shall vote in equal numbers, i.e., same number of parties from each side. If local facilities to settle disputes over wages, hours or working conditions have failed to be settled, both parties agree to submit the disputes to arbitration, the arbitrator to be furnished by the Federal Mediation and Conciliation Service. This agreement shall continue in full force and effect, pending the final decision of the arbitrator.

ARTICLE 31

Highest Scale to Prevail

In the event a local Employer contracts for work outside the jurisdiction of Local Union No. 101 and under the jurisdiction of a sister local union of the United Association, and provided said Employer employs Plumbers and Pipefitters of the Union and also provided there is a variance in wage scales pertaining to that work in this local Union and such other sister local union, then and in all such cases, the highest scale shall prevail.

ARTICLE 32
MOST FAVORED NATIONS

The Great Southwest Association shall have the right to review any contract signed by Local 101 with any member of the Great Southwest Association or any individual employer. If the Union grants to any individual employer any term or condition not contained within this Agreement, the Great Southwest Association shall have the right to reopen this Agreement for the sole purpose of renegotiating that term or condition.

Signed by the Great Southwestern Illinois Association of Plumbing, Heating & Cooling Contractors, on and in behalf of their members from whom they assigned bargaining rights. _____

Signed on behalf of Plumbers and Fitters Local 101

Business Manager

Signed by Contractors independent of the above Association:

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 as granted by the Building Trades Department AFL-CIO.

1. All piping for plumbing, water, waste, floor drains, drain grates, supply, leader, soil pipe grease traps, sewage, vent lines and oil interceptor.
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. including testing, flushing and chlorinating.
6. All down spouts and drainage areas, soil pipes, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks and roof drains, 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. as towel racks, paper holders, glass shelves, books, mirrors, cabinets, etc.
9. All lawn sprinkler work including piping, fittings, lawn sprinkler heads, pumps.
10. All sheet lead lining for X-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashing in connection with the pipefitting industry.

11. All fire stand pipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hoses, cabinets and accessories, and all piping for sprinkler work of every description.
12. All block tin coils, carbonic gas piping, for soda fountains and bar, 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, gas, used in connection with railway cars, railway motor cars, and railway locomotives.
16. All marine piping, and all piping used in connection with shipbuilding and shipyards.
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 soot blowers and soot collecting piping systems.
21. The setting, erecting, and piping, for all smoke consuming and smoke washing and regulating devices.
22. The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards and other controls used in connection with power, heating, refrigerating, air-conditioning, manufacturing, mining, and industrial work.
23. The setting and erecting of all boiler feeders, water heaters, filters, water

softeners, purifiers, condensate equipment, pumps, condensers, coolers, and all piping for same in power houses distributing and boosting stations, refrigeration, bottling, distilling, and brewing plants, heating, ventilating and air-conditioning systems.

24. All piping for artificial gases, natural gases, and holders and equipment for same, chemicals, minerals and by-products and refining of same, for any and all purposes.
25. The setting and erecting of all under-feed stokers, fuel burners, and piping, including gas, oil, power fuel, hot and cold air piping, and all accessories and parts of burners and stokers, etc.
26. All ash collecting and conveyor piping systems, including air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.
27. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, and mixing devices, and piping thereto of every description.
28. 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.
29. All fire extinguishing systems, and piping, whether by water, steam, gas or chemical, fire alarm piping, and control tubing, etc.
30. All piping for sterilizing, chemical treatment, deodorizing, and all cleaning systems of every description, and laundries for all purposes.
31. All piping for oil, or gasoline tanks gravity and pressure lubricating and greasing air systems and hydraulic lifts, etc.
32. All piping for power, or heating purposes, either by water, air, steam, gas, oil, chemicals, or any other method.
33. All piping, setting and hanging of all units and fixtures for air-conditioning, cooling, heating, roof cooling, refrigerating, ice making,

humidifying, dehydrating, by any method, and the charging and testing, servicing of all work after completion.

34. All pneumatic tube work, and all piping for carrying systems by vacuum, compressed air, steam, water, or any other method.
35. All piping to stoves, fire grates, blast and heating furnaces, ovens, driers, heaters, oil burners, stokers and boilers and cooking utensils, etc., of every description.
36. 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.
37. All process piping for refining, manufacturing industrial, and shipping purposes, of every character and description.
38. All air piping of every description.
39. All temporary piping of every description in connection with building and construction work, excavating and underground construction.
40. The laying out, cutting, removal and patching of all floors, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduits and boxes, used in connection with pipefitting and plumbing industry.
41. The handling and setting of boilers, setting of fronts, setting of soot blowers and attaching of all boiler trimmings.
42. All pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts, and water lines, and booster stations of every description.
43. All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints, or any other mode or method of making joints in connection with the pipefitting industry.

44. Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.
45. All methods of stress relieving of all pipe joints made by every mode or method.
46. The assembling and erecting of tanks, used for mechanical, manufacturing, or industrial purposes, to be assembled with bolts, packed, or welded joints.
47. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipefitting industry.
48. The operation, maintenance, repairing, servicing and dismantling of all work installed by Journeymen members of the United Association.
49. 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.
50. Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, wood, or any other kind of material, or product manufactured into pipe, usable in the pipefitting industry, regardless of size or shape.
51. Medical gas piping & equipment.
52. Manning of all equipment.
53. All clean up of plumber & pipefitter material & spoils to dumpster or truck.
54. Unloading, setting, connection of all dental equipment, kitchen equipment, plumbing fixtures.
55. All fire stopping.
56. All casing & setting of sleeves.

57. Up to 1 hour per day, per job of minor common labor work.
58. The operation of equipment used to grade and line sewer pipe, such as laser beams.
59. The operation of telescopes and other equipment used to find breaks in sewer pipe.
60. The laying and assembly of temporary water lines and dismantling of same, and the making of all connections.
61. The laying, setting, jointing, and pointing of all sewer tiles, downspout drains, septic systems, aeration systems, sanitary and storm sewer construction.
62. The laying of all temporary gas, oil, air, water and other pipelines on all work covered by this Agreement.
63. The charging of all filters, tanks, boilers, drums, etc., with catalyst; the unloading, handling and hoisting of filter rings; and the charging of all filter tanks or any other forms of filters.
64. The performance of all work in connection with testing, whether with air or water, on sewer lines.
65. The operation of all machinery pertinent to the pipefitting and plumbing industry, such as welding machines, scissor lifts, JLG lifts, generators, pumps and air compressors.
66. The digging and laying of conduit, fiber-optic, telephone, water and sewer lines.
67. Televising of sewers and all work on plastic liners for sewers.
68. The unloading, handling, distribution, assembly and installation of all multi-plate culverts, plastic and metal sewer pipe.
69. The laying, placing and installation of all steel casing corrugated casing, multi-plate and precast concrete, plastic and metal sewer pipe material

used for casing, tunnels, tunnel drainage boxes.

70. The setting or laying of all concrete or precast pipe, manholes junction boxes, culverts, or drainage boxes.
71. The shoring, bracing, cribbing and sheeting of all sewer ditches, jacking pits, boring pits and manholes.
72. Cribbing, under-pinning, shoring, blocking, raising, moving and jacking all slip forms, buildings, bridges, tanks, vessels and other structures.
73. Any and all plumbing, pipefitting, sewer, water, gas and any other process piping inside the property line.

MEMORANDUM OF AGREEMENT

The Great South-West Illinois Association of
Plumbing-Heating-Cooling-Mechanical Contractors
Plumbers & Pipefitters Local 101

Service Work

Contract Covering July 1, 2009 through June 30, 2012

The Great Southwestern Illinois Association parallels the belief that a positive working relationship with organized labor is not only advantageous, but essential, to have true partnership based on basic principles of good business and fairness. These principles include professionalism, integrity and the open willingness to help one another achieve success within ethical balance. Organized labor, working in conjunction with their partners of contractor and owner together can share and prosper from mutually established goals and objectives. As one harmonious single function unit, we will exceed all objectives set forth by our clients and be profitable. To ultimately find success

in our union market sector as well as face the new challenges of the future, we must work together with a common goal and vision by a code of ethics.

Contractor, Labor and Owner-united in effort-can achieve mutually established goals and ambitions through open and respectful lines of communications. Working together, we all win. Divided we will fail. And unanimously, with one voice, we can set and exceed the high standards and expectations within our industry from our most important and valuable resource-our Union Craftsmen. As partners, we should award those individuals who have shown promise and merit and discipline those who aim to destroy or lessen our mutually established principles. Therefore, it is our mission as well as our responsibility to provide and assist or labor partners with the necessary assistance and support, whether it is training, setting the path and direction, or ensuring they have the proper tools and equipment to perform their work.

When Contractor, Labor, and Owner communicate as one, there will be no project too difficult to attain no task too impossible to challenge, and no element of diversity that cannot be overcome. The bottom line vision of this partnering investment is a “win/win” for all parties.

As a cooperative mission between this association and Local 101, we hope to reduce the amount of non-signatory service work by approving the following as a side agreement to our main contract:

1. Service and Maintenance shall include, but not be limited to, all the maintaining, cleaning, adjusting, repairing, altering, overhauling, dismantling, reconditioning, replacing, modifying, evacuating, charging, inspecting, operating, starting, calibrating and balancing of any system or component part thereof, regardless of size, including all other service and maintenance work assigned to the Employer by the customer in a currently operating facility. The geographic scope of Plumbers and Fitters Local 1's jurisdiction for the performance of such service work is as set forth hereinabove, and in addition includes that which would be within the geographic scope of Steamfitters Local 439's jurisdiction for the performance of HVAC service work were Local 439 to perform such work; such geographic jurisdiction covers part or all of St. Clair, Madison, Monroe, Randolph, Bond and Clinton Counties in the State of Illinois.

2. Eight (8) consecutive hours per day shall constitute a standard workday with a flexible starting time between 6am and 9am. Forty (40) hours per week, five (5) consecutive days, Monday through Saturday, shall constitute a week's work. By mutual agreement between the union and the employer, a workweek may be established to consist of four (4) consecutive ten (10) hour days, Monday through Saturday with a starting time no later than 8 a.m. A guaranteed

eight- (8) hour work day for Saturday (exception being weather conditions making it impossible to put employee to work.)

3. All time worked before and after the established workday, Monday through Saturday shall be paid at time-and-one half. All worked performed on Sundays and Holidays shall be paid at double time.

4. Servicemen shall receive no more or less than one-half ($\frac{1}{2}$) hour travel pay including Fringe Benefits on each call if there is a break in service. If calls are made in successive order, no travel pay will be received for the additional calls.

5. In addition to regular pay, servicemen shall receive an additional one half- ($\frac{1}{2}$) hour's pay at the straight time rate, including Fringe Benefits, for each day of on-call duty.

6. The lunch break shall be unpaid.

7. On-call servicemen shall respond to a page within thirty (30) minutes, shall arrive at location within two (2) hours and will respond to all on-call service work.

8. When the employer requires uniforms, the employer shall supply such uniforms. The employee shall be responsible for one half ($\frac{1}{2}$) of the maintenance.

9. On-call pay shall be withheld by employing contractor if employee fails to respond to either a page or given response time. This shall be for the day that the infraction occurs only.

10. For service foremen as designated by the employer, \$1.25 over scale minimum of one foreman for every five- (5) service workers.

11. Any employee required to carry a pager on work performed on Sundays or Holidays, shall receive an extra hour of pay for doing so, paid at the regular rate.

By Association

Date

By Unions

Date

By Independent Contractor

Date

The Union shall have the right to determine the allocation of any portion of the aforesaid wage increases to fringe benefits and such allocations shall be effected by the contractors, and the collective bargaining agreement shall be amended to reflect the fringe benefit allocations.

Changes in contribution rate may be made within limitations of the contract.

**THE GREAT SOUTHWESTERN ILLINOIS ASSOCIATION OF
OF PLUMBING, HEATING & COOLING CONTRACTORS**

Signature _____ Date _____

Signature _____ Date _____

Signature

Date

PLUMBERS & PIPEFITTERS LOCAL 101

Signature

Date

Signature

Date

Signature

Date

CONTRACTOR INDEPENDENT OF THE ABOVE ASSOCIATION

Company Name

By: _____

Representative Name

Title

Date

