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STATE OF ILLINOIS
DEPARTMENT OF LABOR

IN THE MATTER OF:	)	
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PLUMBING CONTRACTORS	)	
ASSOCIATION OF GREATER CHICAGO	)	
AND TERRY PLUMBING,	)	
	)	
Objectors,	)	State File No. 2027-H-CC08-2361
	)	
v.	)	
	)	
JANE FLANAGAN, Director of the Illinois	)	
Department of Labor, and the ILLINOIS	)	
DEPARTMENT OF LABOR,	)	
	)	
Respondents.	)	

NOTICE OF FILING

To: See Attached Certificate of Service

Please take notice that on October 5, 2026, the attached *Objectors' Request for Review of the Order Granting Respondents' Motion to Dismiss and Denying Request for Extension of Time* was filed with Illinois Department of Labor Director Jane Flanagan, by personal service and email, a copy of which is attached hereto.

October 5, 2026

Respectfully submitted,

Plumbing Contractor's Association of Greater
Chicago and Terry Plumbing

By: /s/ Christina K. Wernick
One of Their Attorneys

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STATE OF ILLINOIS
DEPARTMENT OF LABOR

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ASSOCIATION OF GREATER CHICAGO	)	
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JANE FLANAGAN, Director of the Illinois	)	
Department of Labor, and the ILLINOIS	)	
DEPARTMENT OF LABOR,	)	
	)	
Respondents.	)	

**OBJECTORS’ REQUEST FOR REVIEW OF THE ORDER
GRANTING RESPONDENTS’ MOTION TO DISMISS AND DENY
REQUEST FOR EXTENSION OF TIME**

NOW COME Objectors, Plumbing Contractors Association of Greater Chicago and Terry Plumbing (“Objectors”), by and through their attorneys, and pursuant to 56 Ill. Adm. Code § 120.301(i), and respectfully submit to Jane Flanagan, Director of the Illinois Department of Labor, this Request for Review of the Order entered on September 18, 2026, by Administrative Law Judge Michelle S. Bryant-Smith (the “Order”), granting Respondents’ Motion to Dismiss Objectors’ Objection and Request for Hearing, denying Objectors’ Request for Extension of Time to File Objections, and closed this matter. This Request is timely filed within fifteen (15) calendar days of the Order. In support, Objectors state the following grounds for review.

I. PROCEDURAL BACKGROUND

1. On July 15, 2026, the Department published the prevailing wage schedules pursuant to Section 9 of the Prevailing Wage Act (“PWA” or “Act”), 820 ILCS 130/9 (“Section 9”).

Excluding the date of publication, the thirtieth day following publication was Friday, August 14, 2026. *See* 56 Ill. Adm. Code § 120.130(b).

2. On August 14, 2026, the thirtieth day, Objectors placed their written Objection and Request for Hearing (“Objection”) in the United States Mail prior to 5:00 p.m. (*See* Objectors’ Combined Response in Opposition to Respondents’ Motion to Dismiss and Reply in Support of Objectors’ Motion for Extension of Time to File, attached hereto as **Exhibit A**) and transmitted it to the Department by email at 9:07 p.m. (*Id.*).

3. At 10:20 p.m. the same day, August 14, 2026, Objectors filed a Request for Extension of Time to File Objections (“Request for Extension”), *Instantly*, under 56 Ill. Adm. Code § 120.130(b) to the Illinois Department of Labor (the “Department”) and its Director, Jane Flanagan (“Director”), explaining that unforeseen time-sensitive professional obligations and administrative staffing disruptions prevented physical delivery to the Department’s Chicago office before 5:00 p.m. that day. (*Id.*)

4. On Monday, August 17, 2026, the next business day, the Department received the mailed Objection, and Objectors also delivered the Objection by hand delivery. (*Id.*) On August 21, 2026, the Department issued an Order setting the matter for hearing on September 25, 2026, before Administrative Law Judge Michelle Bryant-Smith (“ALJ”). The Order further set the matter for a pre-hearing conference on September 2, 2026 (“Pre-Hearing Conference”).

5. On September 1, 2026, Respondents filed a Motion to Dismiss Objectors’ Objection and Request for Hearing and Deny its Request for Extension of Time, arguing the Objection was neither timely filed nor properly served on August 14, 2026.

6. That same day, September 1, 2026, Laborers International Union of North America (LIUNA) Great Plains Laborers District Council and its subsidiary and affiliate local unions (the “Great Plains Laborers”) filed a Petition to Intervene.

7. On September 2, 2026, LIUNA Local 1 and the Construction and General Laborers’ District Council of Chicago and Vicinity and its subsidiary and affiliate local unions (the “Chicago Laborers District Council”); the International Union of Operating Engineers Local 150, AFL-CIO (“IUOE Local 150”); John Alghrim and Journeyman Plumbers Local 130, U.A. (“Plumbers Local 130”); and International Brotherhood of Electrical Workers, Local Union No. 134, AFL-CIO and Donald Finn (“IBEW Local 134”) each filed their respective Petitions to Intervene.

8. Also on September 2, 2026, the Parties and all Petitioning Intervenors appeared before the ALJ for the scheduled Pre-Hearing Conference. The ALJ denied Objectors’ oral motion to stay or continue briefing while the parties explored the possibility of settlement. The ALJ denied the Objectors’ request after Respondents insisted that the ALJ lacked subject matter jurisdiction and could not stay the proceedings. The ALJ subsequently entered a Briefing Order on Respondents’ Motion to Dismiss. (*see* ALJ’s September 3, 2026 Order, attached with the ALJ’s September 18, 2026 Order as **Exhibit A-1**).

9. Following briefing, and without oral argument, the ALJ entered an Order on September 18, 2026, dismissing the Objection as untimely under Section 9 and 56 Ill. Adm. Code § 120.130, denying Objectors’ Request for Extension, declaring all pending Petitions to Intervene moot, vacating any merits hearing, and closing the matter.

II. SUMMARY

The Dismissal Order should be reversed on four independent bases, each of which independently compels reversal. First, the ALJ erred in treating Section 9’s 30-day filing period as

a jurisdictional bar; under *Belleville Toyota, Inc. v. Toyota Motor Sales, U.S.A., Inc.*, 199 Ill. 2d 325 (2002), statutory time limits are not jurisdictional absent a clear legislative directive, and Section 9 contains none.

Second, the ALJ erred in applying the Department's procedural rules to shorten the statutory period, because Section 9 permits an objection "[a]t any time within 30 days" of publication, and an agency cannot use its rules to restrict a statute's operation.

Third, and alternatively, the ALJ erred in denying Objectors' Request for Extension, which was filed on the due date itself under 56 Ill. Adm. Code § 120.130(b), and by applying the wrong standard to Objectors' unforeseeable last-day circumstances.

Fourth, the dismissal conflicts with the Department's handling of a nearly identical objection in State File No. 2027-H-CC08-2367, where the Department and Director agreed to stay briefing and continue proceedings rather than seek dismissal.

Because Objectors completed and dispatched their Objection on the thirtieth day and the Department received it on the next business day, the Director should grant this Request for Review, deem the Objection timely, and remand for a hearing on the merits.

III. SPECIFIC GROUNDS FOR REVIEW

A. The ALJ Erred In Treating The Section 9 Filing Period As A Jurisdictional Bar Rather Than A Claim-Processing Requirement

In granting Respondents' Motion to Dismiss, the ALJ impermissibly converted the Department's procedural timing rule into a forfeiture of the Objectors' statutory rights under Section 9 of the PWA, and therefore the dismissal should be reversed.

The PWA does not condition the Department's obligation to set a date for a Section 9 hearing on any subsequent procedural compliance by the Objector; rather, the duty to hold the hearing arises automatically from the timely filing of the written objection. Illinois courts

distinguish between statutory limits that define a tribunal’s adjudicatory authority and procedural claim-processing rules that govern how and when parties must act. *See, e.g., Belleville Toyota, Inc. v. Toyota Motor Sales, U.S.A., Inc.*, 199 Ill. 2d 325, 334-35, 770 N.E.2d 177 (2002) (distinguishing subject matter jurisdiction from statutory prerequisites and procedural requirements). Accordingly, the PWA’s 30-day objection window is the event which vests jurisdictional authority in the Department to conduct a contested case hearing and ultimately issue a final determination.

In fact, in *Belleville Toyota*, the Illinois Supreme Court observed that *Fredman Brothers Furniture Co. v. Department of Revenue*, 109 Ill. 2d 202 (1985), as relied upon by Respondents in their Motion to Dismiss, is frequently incorrectly cited as authority for the proposition that a limitations period in a statutory cause of action is jurisdictional. 199 Ill. 2d at 339. The Court, quite specifically, stated that the holding in *Fredman Brothers* “is not a rule of general applicability to all statutory causes of action. Rather, the rule is limited by the constitutional context in which it first arose.” *Id.* at 340. Thus, statutory time limitations, such as Section 9’s 30-day objection window, are not elevated to a jurisdictional bar absent a clear legislative directive to do so.

Here, Section 9 contains no language limiting the Department’s authority or declaring void an objection due to an after-hours receipt or filing-method issue under tit. 56, § 120.130 of the Illinois Administrative Code (the “Admin. Code”)—it merely establishes a two-step jurisdictional sequence.

First, the Department ascertains and publishes the prevailing wage schedule on its website on or before July 15 each year. 820 ILCS 130/9. Next, any affected party may object *at any time* within 30 days of that publication by filing a written notice with the Department stating the specific grounds of the objection. *Id.* (emphasis added). Upon the filing of a timely written objection (*i.e.*, at any time within 30 days of the Department’s posting of the prevailing wage schedule), the

Department is statutorily obligated to set a date for hearing, given written notice to the objectors at least ten (10) days before the hearing, and hold the hearing within forty-five (45) days after the objection is filed. *Id.*

The Department published the prevailing wage schedule on its website on July 15, 2026. The Objectors sent, and the Department received, a written Objection and Request for Hearing on August 14, 2026—the thirtieth day following publication of the prevailing wage schedule. Accordingly, the Department received the Objection within the unambiguous requirements of the statutory framework of Section 9 of the PWA. Subsequently, the Department issued a Notice of Hearing on August 21, 2026, setting the matter for a hearing on September 25, 2026. Accordingly, each of the steps in the jurisdictional sequence have been met.

The ALJ had authority to manage the contested-case process under Section 9 of the PWA and should have exercised that authority to accept the Objection and allow it to proceed to hearing as timely filed under the plain language of the Act. Respondents have identified no prejudice. Because the filing requirement is not jurisdictional, these circumstances bear directly on whether the requirement can and should be enforced to extinguish Objectors’ statutory right to be heard. The Director should grant this request for review, deem the Objection timely, and schedule a formal hearing on the Objection.

B. The ALJ Erred In Applying The Department’s Procedural Rules To Shorten Section 9’s Filing Period

Section 9 affords affected persons the opportunity to object, in writing, “At any time within 30 days after the Department of Labor has published on its official web site a prevailing wage schedule...” 820 ILCS 130/9. Here, Objectors completed and dispatched their written Objection by mail and email on the thirtieth day following publication of the prevailing wage schedule, August 30, 2026.

In concluding that the Objection was not timely filed, the ALJ pointed to procedural defects related to the method of filing, finding the same did not comport with Title 56, § 120/ of the Admin. Code. However, those rules appear in the Department's rules of procedure in administrative hearings, not the PWA itself, which is the mechanism establishing the statutory right to object and request a hearing. In fact, the Admin. Code itself specifically states that it applies to administrative hearings concerning contested cases conducted under the Department's jurisdiction (*i.e.*, a Section 9 Objection), "*unless the application of this Part would cause delay or otherwise affect the rights of the parties.*" 56 Ill. Admin. Code § 120.100 (emphasis added).

It is well settled that an administrative agency cannot extend or restrict a statute's operation through its rulemaking powers or regulations by adopting a rule that conflicts with its enabling statute. *See Carroll v. Raoul*, 2020 IL App (3d) 180550, P22 (2020); *Hadley v. Illinois Department of Corrections*, 224 Ill. 2d 365, 385 (2007); *Illinois Dept. of Revenue v. Illinois Civil Serv. Comm'n*, 357 Ill. App. 3d 352, 364 (1st Dist. 2005); *Schalz v. McHenry County Sheriff's Dep't Merit Com.*, 135 Ill. App. 3d 657, 659 (1985); *Popejoy v. Zagel*, 115 Ill. App. 3d 9, 11 (4th Dist. 1983); *Montgomery Ward Life Insurance Co. v. Department of Local Government Affairs*, 89 Ill. App. 3d 292, 302 (1980). If an agency promulgates rules that are beyond the scope of the legislative grant of authority or that conflict with the statute, the rules are invalid. *Illinois Dept. of Revenue*, 357 Ill. App. 3d 352, 364 (1st Dist. 2005) citing *R. L. Polk & Co. v. Ryan*, 296 Ill. App. 3d 132, 141 (1998).

By imposing a 5:00 p.m. receipt cutoff on the thirtieth day and treating the date of mailing as service rather than filing, the ALJ's application of tit. 56, § 120.130(a) and (d) impermissibly curtailed the period within which the General Assembly granted Objectors to file their objection. The Department cannot use procedural rulemaking to narrow that right by limiting the statute's

open-ended “at any time” language to filings received before 5:00 p.m. on the thirtieth day following publication of the prevailing wage schedule.

Accordingly, the Director should grant this request for review, deem the Objection timely, and schedule a formal hearing on the Objection.

C. The ALJ Erred In Denying Objectors’ Request for Extension of Time

Alternatively, if the procedural rules set forth in the Admin. Code control, the ALJ erred in failing to adequately consider Objectors’ Request for Extension of Time.

The Illinois appellate court has held that mandatory time limitations for filing, such as that promulgated by Section 9 of the PWA, are not jurisdictional in the subject matter sense and are therefore subject to estoppel and waiver. *Louise v. Illinois Dept. of Labor*, 90 Ill. App. 3d 410, 412-13 (1st Dist. 1980), citing *Springfield-Sangamon Cnty. Reg’l Plan Comm’n v. Fair Employment Practices Comm’n*, 71 Ill. 2d 61 (1978); *Railway Express Agency v. Indus. Com.*, 415 Ill. 294 (1953); *Murphy v. Indus. Com.*, 408 Ill. 612 (1951).

In fact, the Admin. Code expressly contemplates extension requests “filed within three days after the due date,” where grounded upon circumstances not reasonably foreseeable in advance. 56 Ill. Admin. Code § 120.130(b). Objectors’ Request for Extension was submitted on the due date itself, along with the Objection itself, and the Objection was physically received on August 17, 2026, well within the three-day window. The ALJ, nonetheless, faulted Objectors for not filing before 5:00 p.m. on August 30, 2026, effectively reading the three-day post-deadline provision out of the rule.

After expressing doubt the request for extension of time even merited consideration, the ALJ found Objectors failed to set forth circumstances which were not reasonably foreseeable in advance. In doing so, the ALJ applied the wrong standard. The rule asks whether the circumstances

were “not reasonably foreseeable in advance,” not whether a party could have filed earlier in the period.

The time-sensitive professional obligations and staffing disruptions that arose on August 14, 2026, were, by their very nature, unforeseeable. Requiring Objectors to have anticipated them merely because the filing period encompassed thirty days would mean no last-day emergency could ever qualify for an extension. Nor should the email transmission method defeat the request for extension of time, as tit. 56, § 120.130(c) permits the ALJ to accept email filings when ordered, and the ALJ had discretion to do so here.

Accordingly, the Director should grant this request for review, grant the Motion for Extension of Time, deem the Objection timely, and schedule a formal hearing on the Objection.

D. The ALJ Erred In Dismissing This Objection Based On The Department’s Inconsistent Position In State File No. 2027-H-CC08-2367

According to public records,, Stuart Dean Company filed a Section 9 Objection to the Department’s published prevailing wage schedule on August 14, 2026, which was assigned State File No. 2027-H-CC08-2367 (the “Stuart Dean Objection”). According to the Notice of Filing attached thereto, the Stuart Dean Objection was filed via electronic mail and messenger on August 14, 2026, but was not “received” by the Department until August 17, 2026. (**Exhibit B**). Objector Stuart Dean did not file any motion for extension of time to file its Objection.

Similar to the instant matter, on August 21, 2026, the Department issued a Notice scheduling a hearing on September 28, 2026, and also scheduled a pre-hearing conference before Administrative Law Judge Raymond Cyrus on September 8, 2026 (*Id.*)

On September 3, 2026, the Respondents Department and Director Flanagan filed a Motion to Dismiss Objector’s Objection and Request for Hearing as untimely on the same grounds as the Respondents argued in the instant matter. (**Exhibit C**) In fact, the text of Respondents’ Motion to

Dismiss the Stuart Dean Objection is ostensibly the same as that set forth in Respondents' Motion to Dismiss the instant Objection.

Despite the fact that the defects in the method and manner of service and the Department's receipt date of both the Stuart Dean Objection and the instant Objection are nearly identical, the Department and Director Flanagan took a position that is fundamentally opposite to their position regarding the instant Objection. Specifically, the Department and Director Flanagan agreed to stay briefing on their Motion to Dismiss and to continue the proceedings pending settlement discussions.

Public records on the Department's website reflect neither an order resetting the scheduled pre-hearing conference on September 8, 2026, nor whether a pre-hearing conference actually occurred on that date. The records do reflect, however, that a pre-hearing conference occurred on September 28, 2026, during which the Department and Director Flanagan jointly agreed to continue the matter for another 30 days, to October 26, 2026. (**Exhibit D**)

This establishes that, despite a late filing and improper method of service, Administrative Law Judge Cyrus, the Department, and Director Flanagan recognized the Department retained jurisdiction over the proceeding and consented to participation. Under nearly identical circumstances regarding the instant Objection, the Department and Director Flanagan insist these same procedural defects deprived the Department of jurisdiction. The inconsistency in the Department and Director's handling of the instant Objection suggest error necessitating a review of the Department's position and the ALJ's dismissal order.

Accordingly, and consistent with the proceedings in State File No. 2027-H-CC08-2367, the Director should grant this request for review, deem the Objection timely, and schedule a formal hearing on the Objection.

IV. RELIEF REQUESTED

WHEREFORE, Objectors Plumbing Contractors Association of Greater Chicago and Terry Plumbing respectfully request that the Director: (a) grant this Request for Review; (b) reverse the September 18, 2026 Order; (c) find the Objection timely filed or, alternatively, grant Objectors' Request for Extension of Time; (d) reinstate the Objection and Request for Hearing, vacate the finding that the pending Petitions to Intervene are moot, and remand to the Administrative Law Judge for a hearing on the merits; and (e) grant such other relief as the Director deems just under the circumstances.

October 5, 2026

Respectfully submitted,

Plumbing Contractor's Association of Greater
Chicago and Terry Plumbing

By: /s/ *Christina K. Wernick*
One of Their Attorneys

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing Request for Review was filed with the Director, Illinois Department of Labor, 115 S. LaSalle Street, 37th Floor, Chicago, Illinois 60603, via personal service as designated below along with a courtesy copy via email to DOL.hearings@illinois.gov, and was served contemporaneously by email upon all parties of record, including counsel for the Respondents and counsel for each Petitioning Intervenor, at the addresses listed below:

By Personal Service to:

Jane R. Flanagan, Director
of the Illinois Department of Labor
and the Illinois Department of Labor
Attn: Hearings Division
115 S. LaSalle Street, 37th Floor
Chicago, IL 60603

And courtesy email to: DOL.Hearings @illinois.gov

RESPONDENTS:

Jane R. Flanagan, Director
of the Illinois Department of Labor
and the Illinois Department of Labor
Attn: Hearings Division
c/o Stephanie Barton, Esq. & Sean Imburgia, Esq.
stephanie.barton@illinois.gov)
sean.imburgia@illinois.gov

PETITIONING INTERVENORS:

LIUNA Great Plains Laborers District Council and
its subsidiary and affiliate local unions
c/o Timothy J. Ryan, Esq
trvanrromidwestlaborers.org

Chicago Journeymen Plumbers Local 130, UA
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IUOE Local 150, AFL-CIO; Brian Gilham, Member
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/s/ Christina K. Wernick
Objectors' Counsel

**STATE OF ILLINOIS - DEPARTMENT OF LABOR
115 S. LASALLE STREET, 37th Floor
CHICAGO, ILLINOIS 60601**

IN THE MATTER OF:	)	
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JANE FLANAGAN, Director of the Illinois	)	
Department of Labor, and the ILLINOIS	)	
DEPARTMENT OF LABOR,	)	
	)	
Respondents.	)	

NOTICE OF FILING

To: See Attached Certificate of Service

Please take notice that on September 8, 2026, the attached *Objectors' Combined Response in Opposition to Respondents' Motion to Dismiss and Reply in Support of Objectors' Motion for Extension of Time to File* was filed with the Illinois Department of Labor by email, a copy of which is attached hereto.

September 8, 2026

Plumbing Contractor's Association of Greater
Chicago and Terry Plumbing

By: /s/ Christina K. Wernick
One of Their Attorneys

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**STATE OF ILLINOIS - DEPARTMENT OF LABOR
115 S. LASALLE STREET, 37th Floor
CHICAGO, ILLINOIS 60601**

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- and -	)	
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JANE FLANAGAN, Director of the Illinois	)	
Department of Labor, and the ILLINOIS	)	
DEPARTMENT OF LABOR,	)	
	)	
Respondents.	)	

**OBJECTORS' COMBINED RESPONSE IN OPPOSITION
TO RESPONDENTS' MOTION TO DISMISS AND REPLY IN SUPPORT OF
OBJECTORS' MOTION FOR EXTENSION OF TIME TO FILE**

NOW COME Objectors, Plumbing Contractors Association of Greater Chicago and Terry Plumbing (collectively, "Objectors"), by and through their attorneys, Laner Muchin, Ltd., and submit this Combined Response in Opposition to Respondents Director Jane R. Flanagan and the Illinois Department of Labor (collectively, "Respondents") Motion to Dismiss the Objection and Request for Hearing and Reply In Support of Objectors' Request for Extension of Time.

At minimum, the circumstances justify granting the requested extension and allowing Objectors to be heard on their Objection, particularly because Objectors filed within the timeframe required by the statutory text, Respondents identify no concrete prejudice from a brief extension, and the Department's hearing notice and administrative process contemplate adjudication of Section 9/Section 4 objections. In support, Objectors state as follows:

I. PROCEDURAL BACKGROUND

In accordance with Section 9 of the Illinois Prevailing Wage Act, 820 ILCS 130/9 (the “PWA”), the Illinois Department of Labor published the prevailing wage schedule on July 15, 2026. Excluding that date, the thirtieth day following that date was Friday, August 14, 2026. *See* 56 Ill. Admin. Code §120.130(b). Objectors transmitted their Objection and Request for Hearing (“Objection”) by U.S. Mail on August 14, 2026, prior to 5pm (**Exhibit A-1**); by email on August 14, 2026, at 9:07 p.m. (**Exhibit A-2**); and by Hand Delivery on August 17, 2026 (**Exhibit A-3**). Objectors also filed a Request for Extension of Time to File Objections (“Request for Extension”), *Instante*r, under 56 Ill. Admin. Code §120.130(b), on August 14, 2026, at 10:20 p.m. (**Exhibit B**).

On September 1, 2026, Respondents filed their Motion to Dismiss Objectors’ Objection and Request for Hearing and Deny its Request for Extension of Time, arguing the Objection was neither timely filed nor properly served on August 14, 2026.

On August 21, 2026, the Department issued an Order setting the matter for hearing on September 25, 2026, before Administrative Law Judge Michelle Bryant-Smith (“ALJ”).

LIUNA Great Plains Laborers District Council and its subsidiary and affiliate local unions (the “Great Plains Laborers”) filed a Petition to Intervene on September 1, 2026. Subsequently, on September 2, 2026, LIUNA Local 1 and the Construction and General Laborers’ District Council of Chicago and Vicinity and its subsidiary and affiliate local unions (the “Chicago Laborers District Council”); the International Union of Operating Engineers Local 150, AFL-CIO (“IUOE Local 150”); and John Alghrim (member), Journeyman Plumbers Local 130, U.A. (“Plumbers Local 130”); and International Brotherhood of Electrical Workers, Local Union No. 134, AFL-CIO and Donald Finn (member) (“IBEW Local 134”) each filed their respective Petitions to Intervene.

On September 2, 2026, the Parties and all potential Intervenors appeared before the ALJ for the scheduled pre-hearing conference in this matter. The ALJ denied Objectors' oral motion to stay briefing and entered a Briefing Order on Respondents' Motion to Dismiss and to Deny Objectors' Motion for Extension of Time.

II. ARGUMENT

A. Respondents Have Not Established That Dismissal Is Required as a Matter of Subject Matter Jurisdiction.

To succeed on their Motion to Dismiss, Respondents must do more than identify an applicable filing deadline; they must show that Section 9 of the PWA makes the asserted filing deadline a condition of the Department's authority to hear the Objection and Request for Hearing. They have not made that showing.

Respondents conflate a mandatory filing rule with a jurisdictional limitation and, thus, have not made that showing. Illinois courts distinguish between statutory limits that define a tribunal's adjudicatory authority and procedural claim-processing rules that govern how and when parties must act. *See, e.g., Belleville Toyota, Inc. v. Toyota Motor Sales, U.S.A., Inc.*, 199 Ill. 2d 325, 334-35, 770 N.E.2d 177 (2002) (distinguishing subject matter jurisdiction from statutory prerequisites and procedural requirements).

Relying on cases addressing untimely administrative filings under different statutory schemes, Respondents characterize the 30-day filing deadline as an absolute jurisdictional bar. *See Weatherly v. Human Rights Comm'n*, 338 Ill. App. 3d 433, 788 N.E.2d 1175 (2003) (Illinois Human Rights Act); *Goral v. Dart*, 2020 IL 125085, ¶ 41, 181 N.E.3d 736, 745-46 (Cook County Sheriff's Merit Board). Section 9 of the PWA requires a written notice of objection within 30 days after publication, 820 ILCS 130/9, but Respondents identify no language stating that an after-hours receipt or filing-method issue under Part 120 divests the Department or the Administrative Law

Judge of authority to act. To the contrary, the Department’s filing rule expressly permits extensions of time for filing documents. 56 Ill. Admin. Code § 120.130(b). Reading subsections (a) and (c) as an absolute jurisdictional bar would nullify subsection (b) precisely when relief from a filing deadline matters most.

The better reading of the statutory and procedural scheme is that Section 9 of the PWA establishes the Objection deadline, while §120.130(b) of the Illinois Administrative Code supplies procedural mechanisms—including extensions of time—for the Department’s administration of its own contested-case process. This reading is consistent with the Department’s prior recognition that an Administrative Law Judge may consider relief from a procedural defect in the form of an extension of time to file under §120.130(b). *Mid-America Carpenters Regional Council v. Jane R. Flanagan, et al.*, State File No. 2022-H-RP01-2337 (April 20, 2022, Chief ALJ Claudia D. Manley)

B. The Department’s Rules Should Not Be Applied to Defeat the Right to a Hearing Where Objectors Provided Timely Written Notice under the PWA and Promptly Sought Relief.

Section 9 of the PWA requires a written notice stating the specific grounds of objection. 820 ILCS 130/9. Specifically stating that:

“*At any time within 30 days* after the Department of Labor has published on its official web site a prevailing wage schedule, any person affected thereby may object in writing to the determination or such part thereof as they may deem objectionable by filing a written notice with the Department of Labor stating the specified grounds of the objection.” (emphasis added)

Respondents acknowledge that Objectors sent, and the Department received, a written Objection and Request for Hearing on August 14, 2026 - the date Respondents identify as the thirtieth day following the publication of the prevailing wage rates. By Respondents own admission, Objectors filed a notice, and the Department received that notice, within the unambiguous requirements of the statutory framework of the PWA.

Respondents' contentions concern the method and receipt under the Department's procedural rules, including 56 Ill. Admin. Code § 120.130(a) and (c). But those rules appear in the Department's rules of procedure in administrative hearings, not the PWA itself, which is the mechanism establishing the statutory right to object and request a hearing. Furthermore, this same rule expressly authorizes extensions of time, which contemplates requests for extension of time up to three days after the due date. ("Requests for extensions of time filed within three days after the due date must be grounded upon circumstances not reasonably foreseeable in advance.")((56 Ill. Admin. Code § 120.130(b))).

Under the Department's own reasoning, because the PWA grants a statutory right to file objections within 30 days, the Department cannot use procedural rulemaking to narrow that right by limiting the statute's open-ended "at any time" language to filings received before 5:00 p.m. Because this administrative body has subject matter jurisdiction to consider Objectors' Request for Extension, the Administrative Code and equitable considerations support granting that request.

Treating a procedural defect, such as this filing issue, as curable through an extension of time gives effect to the full statutory scheme and the remedial purpose of Section 9 of the PWA. By contrast, treating the issue as a jurisdictional bar would deprive the ALJ of authority to act, effectively nullify the extension provision, and undermine the PWA's intent. It would also turn the filing deadline into an automatic forfeiture even though Objectors acted promptly, delivered the Objection on the date required by statute, and caused no demonstrated prejudice.

The Administrative Law Judge has authority to manage the contested-case process under Section 9 of the PWA and should exercise that authority to accept the Objection and allow it to proceed to hearing as timely filed under the plain language of the PWA and the Department's

procedural rules. Doing so would further the PWA's objectives, serve the purpose of the hearing process, and permit the parties' dispute to be resolved on a complete record.

C. Good Cause Exists to Grant a Brief Extension and Permit the Objection to Be Heard.

Objectors' request for an extension is narrow and reasonable. Objectors did not ignore the proceeding; they transmitted, and the Department received, a written objection on August 14, 2026, and sought relief so that the Objection may be considered. Objectors technical defect, if any, in the manner or time of filing can be addressed by granting the extension and setting an orderly schedule. The equities favor allowing the Objectors to be heard on the substance of their objection rather than imposing dismissal as a disproportionate consequence.

D. Respondents Identify No Prejudice That Would Result From the Requested Extension.

Respondents do not identify witnesses lost, evidence compromised, or any substantive harm caused by allowing the Objection to proceed. The Department and ALJ remain able to manage the hearing schedule, require appropriate filings, and address any administrative concerns, as evidenced by the Pre-Hearing Conference on September 2, 2026. By contrast, denying the extension would permanently deprive Objectors of the opportunity to challenge the prevailing wage schedule. The balance of prejudice, therefore, strongly favors granting the extension.

E. The ALJ Should Exercise Authority to Accept the Filing

Respondents' position would convert the filing rule into an automatic forfeiture even where the affected parties acted promptly and where no prejudice has been shown. The ALJ has the authority and the discretion to administer the contested-case process and should exercise that authority and discretion to permit the Objection to be accepted. Doing so would advance the purpose of the hearing process and allow the parties' dispute to be resolved on a complete record.

III. CONCLUSION

Because the Objection was filed with and received by the Department within the timeframe established by the governing statute, and because this tribunal has authority to extend the narrower, non-statutory deadlines imposed by the administrative rules, Objectors respectfully request that the ALJ deny Respondents' Motion to Dismiss; grant Objectors Plumbing Contractors Association of Greater Chicago and Terry Plumbing's Motion for Extension of Time to File Objection; accept Objectors' Objection and Request for Hearing; set an appropriate schedule for further proceedings; and grant any other relief that is just and proper.

Dated: September 8, 2026

Respectfully submitted,
Plumbing Contractors Association of Greater
Chicago and Terry Plumbing
By:



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STATE OF ILLINOIS - DEPARTMENT OF LABOR
115 S. LASALLE STREET, 37th Floor
CHICAGO, ILLINOIS 60601

IN THE MATTER OF:	)	
	)	
PLUMBING CONTRACTORS	)	
ASSOCIATION OF GREATER CHICAGO	)	
AND TERRY PLUMBING,	)	
	)	
Objectors,	)	State File No. 2027-H-CC08-2361
	)	
- and -	)	
	)	
JANE FLANAGAN, Director of the Illinois	)	
Department of Labor, and the ILLINOIS	)	
DEPARTMENT OF LABOR,	)	
	)	
Respondents.	)	

CERTIFICATE OF SERVICE

I certify that on September 8, 2026, I served the foregoing *Objectors' Combined Response in Opposition to Respondents' Motion to Dismiss and Reply in Support of Objectors' Motion for Extension of Time to File* in State File No. 2027-H-CC08-23691 via email, as indicated below:

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Proposed Intervenor's Counsel:

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Martin Flanagan, Member of LIUNA Local 1 and Construction and General Laborers' District Council of Chicago and Vicinity c/o James Connolly Jr. (JC2@LIUNAFour.com); Joanna Barrera (JBarrera@LIUNACHicago.org); Mary Colleen Kilbride (CKilbride@LIUNACHicago.org); Jeremy Esparza (JEsparza@LaborersLocalOne.com); George Rapidis, Labor-Management Cooperation Committee (GRapidis@LDCLMCC.com)

John Alghrim, Member and Director of Contract Negotiations for IUOE Local 150, AFL-CIO and IUOE Local 150, AFL-CIO; Brian Gilham, Member and President/Business Manager of IUOE Local 841, AFL-CIO and IUOE Local 841, AFL-CIO; Tony O'Brien, Member and Business Manager of the IUOE Local 649, AFL-CIO and IUOE Local 649,

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IBEW Local Union No. 134, AFL-CIO and Member Donald Finn c/o Matthew J. Cleveland, General Counsel IBEW, Local No. 134 (mcleveland@local134.org)

Journeyman Plumbers Local 130, U.A. c/o Kyle R. Sullivan (ksullivan@gregoriolaw.com); Greg Hose (ghose@gregoriolaw.com)

Administrative Law Judge Bryant Smith: Honorable Michelle Bryant-Smith, Administrative Law Judge, Illinois Department of Labor, 115 S. LaSalle Street, 37th FL, Chicago, IL 60601; DOL.Hearings@Illinois.gov

*/s/ Christina K. Wernick*_____

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STATE OF ILLINOIS - DEPARTMENT OF LABOR
115 S. LASALLE STREET, 37th Floor
CHICAGO, ILLINOIS 60601

IN THE MATTER OF:	)	
	)	
PLUMBING CONTRACTORS	)	
ASSOCIATION OF GREATER CHICAGO	)	
AND TERRY PLUMBING,	)	
	)	
Petitioners,	)	State File No. _____
	)	
- and -	)	
	)	
JANE FLANAGAN, Director of the Illinois	)	
Department of Labor, and the ILLINOIS	)	
DEPARTMENT OF LABOR,	)	
	)	
Respondents.	)	

WRITTEN OBJECTIONS AND REQUEST FOR HEARING
UNDER SECTIONS 4 AND 9 OF THE ILLINOIS PREVAILING WAGE ACT

Now comes Plumbing Contractors Association of Greater Chicago and Terry Plumbing (collectively “Petitioners”), by and through their attorneys, Laner Muchin, Ltd., and submit these written objections to the prevailing wage schedules published by the Illinois Department of Labor (“Department” or “IDOL”) on or about July 15, 2026. Petitioners request a hearing pursuant to Sections 4 and 9 of the Illinois Prevailing Wage Act (“Act”), 820 ILCS 130/4 and 130/9, to require certification and publication of the apprentice rates established by the Agreement between the Plumbing Contractors Association of Greater Chicago and the Plumbers Local Union 130 UA, or, in the alternative, to establish separate apprentice classifications in each county covered by the same collective bargaining agreement for the Trade Title Plumber.

COUNT I - OBJECTION
IDOL FAILED TO CERTIFY AND PUBLISH THE APPRENTICE RATES REQUIRED BY
SECTIONS 4 AND 9 OF THE ACT

1. Petitioner Plumbing Contractors Association of Greater Chicago (“Association”) is a multi-employer bargaining association representing contractor members who perform public works construction throughout the geographic jurisdiction covered by its collective bargaining agreement with Plumbers Local Union 130 UA (“Union”).

2. Petitioner Terry Plumbing (“Company”) is an Illinois corporation and a member of the Association.

3. The Company is signatory to the area-wide collective bargaining agreement, effective June 1, 2024 through May 31, 2028, negotiated by and between the Association and the Union (“CBA”) and is further bound to the terms of the CBA by virtue of its membership in the Association. A true and accurate copy of the CBA is attached as Exhibit A.

4. The Company is engaged in construction work and employs workers under the established classification of Plumber on prevailing wage jobsites in Illinois. These workers are covered by the terms of the CBA and the Company is contractually obligated to pay its employees who are performing work covered by the CBA the wages and fringe benefits described in the CBA.

5. The CBA covers work performed by workers in the plumbing industry in Bureau, Cook, DeKalb, DuPage, Grundy, Iroquois, Kane, Kankakee, Kendall, Lake, LaSalle, Livingston, Marshall, McHenry, Putnam, Will and Woodford Counties (“Affected Counties”). These workers are identified by the Trade Title Plumber in the prevailing wage and benefit rates posted by the Department in the Affected Counties.

6. The CBA identifies not only journeyman Plumber wage and benefit rates, but also includes progressive apprentice Plumber wage and fringe benefit rates.

7. On or about July 15, 2026, the Department published annual prevailing wage schedules for the Affected Counties covered by the CBA. Those schedules include rates directly

ascertainable from the CBA and the corresponding 2026 wage and fringe benefit rate sheet attached as Exhibit B (“Rate Sheet”) for the Trade Title Plumber.

8. Upon information and belief, the Union submitted the Prevailing Wage Certification Form attached as Exhibit C, as part of the survey described in Section 4 of the Act, as well as a copy of the CBA, to support certification of the prevailing wage rates contained in the CBA for the Trade Title Plumber in the Affected Counties.

9. By publishing the CBA-derived Plumber wage and fringe benefit rates on or about July 15, 2026, IDOL necessarily determined that contractor members of the Association, which includes the Company, employ at least 30% of workers in the Plumber Trade Title in the Affected Counties, and therefore, in accordance with Sections 4 and 9 of the Act, the CBA contains the prevailing rate of wages and benefits for Trade Title Plumber in the Affected Counties (“Prevailing CBA”).

10. Despite that determination, IDOL failed to certify and publish all of the rates established by the same Prevailing CBA. In particular, while IDOL published journeyman rates, IDOL failed to certify or publish the graduated apprentice Plumber wage rates and fringe benefit contributions expressly provided for in the CBA and the Rate Sheet.

11. The apprentice Plumbers covered by the CBA participate in a Department of Labor-approved apprenticeship and training program. That program incorporates, and is administered consistent with, the graduated apprentice wage rates and fringe benefit contributions established by the CBA and the wage rate sheet.

12. The rates established pursuant to the CBA and Rate Sheet include the following progressive apprentice wage benchmarks and related fringe contributions for the period June 1, 2026 through May 31, 2027 for Bureau, Cook, DeKalb, DuPage, Grundy, Kane, Kendall, Lake, LaSalle, Livingston, Marshall, McHenry, Putnam, Will and Woodford Counties:

		Contributions						Payroll Deductions			
		Retiree		Pension		Plumbing		Dues			
WAGES		Welfare	Welfare	Pension	DC	JAC ²	Council IF ³	Check-off	Target	Building	PAC
Apprentices											
1st Six Months ¹	\$ 21.10	\$ 13.15	\$ -	\$ -	\$ -	\$ 2.17	n/a	\$ 0.74	\$ 1.15	\$ 0.70	\$ 0.10
2nd Six Months ¹	\$ 22.95	\$ 13.15	\$ -	\$ -	\$ -	\$ 2.17	n/a	\$ 0.80	\$ 1.15	\$ 0.70	\$ 0.10
2nd Year ¹	\$ 27.30	\$ 13.15	\$ -	\$ 7.00	\$ 5.25	\$ 2.17	n/a	\$ 0.96	\$ 1.15	\$ 0.70	\$ 0.10
3rd Year ¹	\$ 31.00	\$ 13.15	\$ -	\$ 7.00	\$ 5.25	\$ 2.17	n/a	\$ 1.09	\$ 1.15	\$ 0.70	\$ 0.10
4th Year	\$ 40.90	\$ 18.15	\$ -	\$ 12.00	\$ 5.25	\$ 2.17	\$ 0.26	\$ 1.43	\$ 1.15	\$ 0.70	\$ 0.10
5th Year	\$ 46.50	\$ 18.15	\$ -	\$ 12.00	\$ 5.25	\$ 2.17	\$ 0.26	\$ 1.63	\$ 1.15	\$ 0.70	\$ 0.10

13. The rates established pursuant to the CBA and Rate Sheet include the following progressive apprentice wage benchmarks and related fringe contributions for the period June 1, 2026 through May 31, 2027 for Iroquois and Kankakee Counties:

		Contributions						Payroll Deductions			
		Retiree		Pension		Industry	Dues				
WAGES		Welfare	Welfare	Pension	DC	JAC ²	Industry Fund ³	Check-off	Target	Building	PAC
Apprentices											
1st Six Months ¹	\$ 19.30	\$ 12.75	\$ -	\$ -	\$ -	\$ 2.17	n/a	\$ 0.68	\$ 1.15	\$ 0.70	\$ 0.10
2nd Six Months ¹	\$ 21.00	\$ 12.75	\$ -	\$ -	\$ -	\$ 2.17	n/a	\$ 0.74	\$ 1.15	\$ 0.70	\$ 0.10
2nd Year ¹	\$ 24.95	\$ 12.75	\$ -	\$ 7.00	\$ 4.80	\$ 2.17	n/a	\$ 0.87	\$ 1.15	\$ 0.70	\$ 0.10
3rd Year ¹	\$ 28.40	\$ 12.75	\$ -	\$ 7.00	\$ 4.80	\$ 2.17	n/a	\$ 0.99	\$ 1.15	\$ 0.70	\$ 0.10
4th Year	\$ 37.45	\$ 17.75	\$ -	\$ 12.00	\$ 4.80	\$ 2.17	\$ 0.26	\$ 1.31	\$ 1.15	\$ 0.70	\$ 0.10
5th Year	\$ 42.55	\$ 17.75	\$ -	\$ 12.00	\$ 4.80	\$ 2.17	\$ 0.26	\$ 1.49	\$ 1.15	\$ 0.70	\$ 0.10

14. The Department's failure to certify and publish the apprentice wage and relevant fringe benefit rates contained in the Prevailing CBA results in the publication of an incomplete and inaccurate prevailing wage determination for Plumber in the Affected Counties. The Department cannot accept the CBA for purposes of setting the journeyman Plumber rates while disregarding the apprentice Plumber rates expressly contained in that same prevailing CBA.

15. The Petitioners therefore object to IDOL's July 15, 2026 prevailing wage schedules to the extent they omit the apprentice Plumber rates established by the Prevailing CBA.

16. The Department should amend the applicable prevailing wage schedules to include the relevant CBA's apprentice Plumber wage and fringe benefit rates in the Affected Counties.

COUNT II
REQUEST TO ESTABLISH NEW “PLUMBER APPRENTICE” TRADE TITLE

17. In the alternative, if IDOL contends that apprentice plumbers are not presently encompassed within the existing Plumber Trade Title, the Association and the Company request that IDOL establish separate prevailing wage classifications for “Plumber Apprentice” in each Affected County.

18. The appropriate apprentice classifications should track the CBA and Rate Sheet benchmarks, including those detailed in Paragraph 12 above.

19. The CBA provides specific wage and fringe benefit benchmarks for each apprentice progression level. Those benchmarks should be used to establish the prevailing wage rates for the Apprentice Plumber Trade Title.

20. The creation of separate apprentice classifications is consistent with the Department’s practice of recognizing distinct classification titles and progression levels where such distinctions are established by a Prevailing CBA.

21. Because the Association and its member contractors, including the Company, satisfy the thirty percent (30%) standard under Section 4, the CBA’s apprentice rates should be deemed prevailing for the apprentice Plumber Trade Title in the Affected Counties.

PRAYER FOR RELIEF & REQUEST FOR HEARING

22. The Association and the Company request that the Department order and convene a hearing pursuant to Sections 4 and 9 of the Illinois Prevailing Wage Act.

23. At hearing, the Petitioners will present evidence establishing that the CBA is the Prevailing CBA for the Plumber Trade Title in the Affected Counties, that the Association and its member employers satisfy Section 4’s thirty percent (30%) standard, and that the CBA contains binding apprentice wage and fringe benefit rates that should be certified and published by IDOL.

WHEREFORE, for the reasons set forth above, Petitioners respectfully request that the Department:

- A. Accept these written objections as timely filed under Sections 4 and 9 of the Illinois Prevailing Wage Act;
- B. Grant the Petitioners' request for hearing;
- C. Determine that the CBA is the applicable prevailing collective bargaining agreement for the Plumber in Bureau, Cook, DeKalb, DuPage, Grundy, Iroquois, Kane, Kankakee, Kendall, Lake, LaSalle, Livingston, Marshall, McHenry, Putnam, Will and Woodford Counties;
- D. Determine that the apprentice Plumber wage rates and fringe benefit contributions established by the CBA are prevailing wage and benefit rates under Section 4 of the Act;
- E. Amend the July 15, 2026 prevailing wage schedules to include the apprentice Plumber wage and fringe benefit rates established by the CBA in the Affected Counties; and/or
- F. Alternatively, establish and publish a separate "Plumber Apprentice" Trade Title using the graduated wage and fringe benefit structure set forth in the CBA and Rate Sheet; and
- G. Grant such other and further relief as the Department deems just and proper.

Dated: August 14, 2026

Respectfully submitted,
Plumbing Contractors Association of Greater Chicago
Terry Plumbing

By: _____
One of Their Attorneys
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that she caused the foregoing Written Objections and Request for Hearing Under Sections 4 and 9 of the Illinois Prevailing Wage Act to be hand delivered on this 17th day of August 2026, and which were previously delivered via U.S. and electronic mail on August 14th, upon the following:

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Director of Labor
Illinois Department of Labor
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Chicago, Illinois 60601
Jane.Flanagan@illinois.gov

Illinois Department of Labor
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Chicago, Illinois 60601

cc:
IDOL Hearings Department
Illinois Department of Labor
DOL.Hearings@illinois.gov

IDOL Prevailing Wage Act
Conciliation & Mediation
DOL.PWD@Illinois.gov

—


Christina K. Wernick

EXHIBIT A

AGREEMENT

Between

**PLUMBING CONTRACTORS ASSOCIATION
OF GREATER CHICAGO**



And

PLUMBERS LOCAL UNION 130 UA



June 1, 2024 through May 31, 2028

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****** As used herein references to the masculine gender shall also refer to the feminine. ******

ARTICLE I RECOGNITION

SECTION 1.1 Parties to the Agreement. This Agreement is made and entered into as of June 1, 2024 between the Plumbing Contractors Association of Greater Chicago (PCA), solely for and on behalf of each of their individual members, who are duly licensed by law and bonded to engage in the plumbing business, are established in that business, intend to employ not less than two (2) journeymen or one (1) journeyman and one (1) apprentice, and hereafter are collectively referred to as "Employer" or "Employers," and Plumbers Local Union 130 UA, which is composed of competent licensed journeymen and apprentices who are duly authorized by law to install and inspect all plumbing work, and which hereinafter is referred to as "Union."

SECTION 1.2. Recognition Clause. The Associations and the Employers it represents in bargaining recognizes Plumbers Local Union 130 UA (the "Union") as the sole and exclusive bargaining representative for all of their employees who perform any of the work applicable within the Articles of Jurisdiction as set forth in "Appendix A" to this Agreement for which the Union has been chartered by the United Association within the City of Chicago, Illinois, Bureau, Cook, DeKalb, DuPage, Grundy, Iroquois, Kane, Kankakee, Kendall, Lake, LaSalle, Livingston, Marshall, McHenry, Putnam, Will and Woodford counties, Illinois and wherever additional geographic and territorial jurisdiction may be awarded by the United Association. . The Union recognizes the PCA as the exclusive bargaining agent of its individual member Employers with respect to their employees.

Employees covered by this Agreement shall place in position and connect all materials, appurtenances, devices, fixtures and equipment used in the construction of plumbing as well as handle, unload and distribute all of the above mentioned upon and after its arrival on the job site or premises. When fixtures or equipment are protected by covering during construction, such covering shall be put on and removed and fixtures cleaned by employees covered by this Agreement.

Employees covered by this Agreement shall do all the laying out, cutting and drilling of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduits and boxes used in connection with work falling under the jurisdiction of the Union.

It is understood and agreed that the foregoing Paragraphs of this Section shall not be construed as limiting the scope of bargaining unit work and that employees

covered by this Agreement shall perform all work covered by the Articles of Jurisdiction included in Appendix A which comes within the work jurisdiction for which the Union has been chartered by the United Association.

SECTION 1.3 Union Shop. All journeymen and apprentices who are now in the employ of the Employers covered by this Agreement, and all journeymen and apprentices who are hereafter employed by Employers covered by this Agreement, shall, as a condition of employment, become members of the Union on the earliest date provided by applicable federal law after their employment, or the effective date of this agreement, whichever is later, and shall, as a condition of employment, remain members of the Union during the term of this Agreement.

SECTION 1.4 Subcontracting. No journeyman shall be permitted to subcontract or accept a lump sum payment (lump) for the installation of any work under the jurisdiction of the Union. Parties violating this Section shall be penalized by their respective organizations through the Joint Arbitration Board. The Employers agree not to sublet, lump or contract for labor any work which comes under the jurisdiction of the Union with any member of the Union. Such subletting, lumping or contracting shall be considered a violation of this Agreement and summarily dealt with, in accordance with the grievance procedures of this Agreement. Nothing herein prohibits subcontracting work to MBE, WBE, and DBE as long as those entities are signatory to an Agreement with the Union.

The Employer agrees that in the event the Employer subcontracts any work coming under the provisions of this Agreement to any other person or firm, the Employer shall subcontract the same only to another Employer who is a party to this Agreement. A refusal of employees to render services upon a job site where this subsection is violated shall not be a violation of this Agreement for any purpose, nor shall such refusal be cause for discharge.

SECTION 1.5 Moonlighting. No employee shall be permitted to work for himself or work after hours or on Saturday, Sunday or Holidays as a self-employed Employer or work for another Employer as a subcontractor. First time violators may be summoned before the Union Executive Board in accordance with the procedures of the United Association Constitution. However, a trial shall be set for repeat offenders. Discharge from employment for repeat offenders will not be construed as a violation of this Agreement.

SECTION 1.6 Access to Premises. Duly authorized representatives of the Union or of the Joint Arbitration Board shall, for cause, be allowed to visit any job and/or any Employer's place of business during working hours to interview the Employer or the Employer's duly authorized representative, or the men in his

employ, to determine compliance with the Agreement, but there shall be minimal interruption to the progress of the work. Further, it is agreed that job site visits by a Union representative are without additional restrictions but that visits to the shop shall be by appointment if that is the Employer's policy.

Duly authorized representatives of the Fringe Benefit Funds shall be extended the same right, as described above, in order to inspect or audit all books and records of the Employer which pertain or relate to the Employer's compliance with this Agreement. Such records which shall be available for inspection or audit include but are not limited to payroll and time records, time books, payroll and income tax returns, blueprints, contracts, invoices, permits, and documents related to workers compensation, public liability and unemployment insurance coverage. It is understood and agreed that such visit, inspection or audit shall in no way hinder the progress of the work being performed. Should the Employer refuse to permit such inspection or audit as authorized by this Article, the Employer shall be liable for all costs and legal fees incurred by the Union or the Fringe Benefit Funds in obtaining a court order requiring the Employer to permit such inspection or audit. Such liability shall be in addition to and not in lieu of any relief or remedies available in such proceeding to the Union, or the Trustees of the Fringe Benefit Funds under any Illinois or federal law.

SECTION 1.7 Exclusivity. If at any time, the Union should enter into any collective bargaining agreement for its members for work described in Section 1.2 hereof, which in the opinion of the PCA (Association) contains terms and conditions more favorable than the terms and conditions contained in this collective bargaining agreement, then the Association may, upon written notification to the Union, adopt such terms and conditions, and this Agreement shall be modified accordingly.

This provision shall not apply to Kankakee & Iroquois Counties. This provision shall not apply to any national agreement or Project Labor Agreement whose terms are available to all bidders.

ARTICLE II STRIKES AND LOCKOUTS

SECTION 2.1 Lockouts. The Employer agrees that there shall be no lockout of employees during the term of this Agreement.

SECTION 2.2 Employee Job Action. The Union agrees that there shall be no abandonment of work over any matter which is subject to arbitration, provided, however, that the Union may withdraw its members from the employ of, picket and/or use other lawful economic means against any Employer by reason of the

Employer's non-payment of wages, deductions or contributions or the Employer's failure to obtain, maintain in full force and effect and keep on file with the Union the requisite bond or irrevocable letter of credit and workers' compensation insurance as more fully provided under this Agreement, notwithstanding that disputes over such matters are subject to arbitration hereunder.

ARTICLE III DISPUTE RESOLUTION

SECTION 3.1 Grievance Arbitration. Disagreements or disputes arising under or which involve interpretations of this Agreement, shall be processed and settled by arbitration in the manner set forth in this Article.

SECTION 3.2 Joint Arbitration Board. The parties hereto agree that all arbitrable disputes arising between them shall be submitted to a Joint Arbitration Board. The Joint Arbitration Board shall be comprised of ten (10) members, consisting of five (5) members appointed by the PCA and five (5) members appointed by the Union. A quorum of the Joint Arbitration Board shall consist of at least three (3) Board members appointed by the PCA and at least three (3) Board members appointed by the Union. The Board shall not take any action without the presence of a quorum. Decisions of the Joint Arbitration Board shall be by a majority vote which shall consist of Fifty percent (50%) plus one (1) of those members of the Joint Arbitration Board present and voting.

The duties of the Joint Arbitration Board shall be to decide on all cases as presented and in conformity with the sections contained in this Agreement. In the event of deadlock by the Board, whereby a decision cannot be rendered, the case will be assigned to an arbitrator mutually agreeable to the Board members. In the event the Board members are unable to agree on an arbitrator, the Board shall give written notice of such inability to agree to the parties to the arbitration. Thereafter, the parties shall request the American Arbitration Association to submit a list of seven (7) arbitrators. The parties shall alternate in striking names from the list until one name remains, with the first strike to be made by the party initiating the arbitration. The person whose name remains shall be the arbitrator. The arbitrator shall have no authority to vary or ignore the provisions of this Agreement. The arbitrator's decision shall be final and binding on the parties to the arbitration. The expenses of the arbitrator shall be divided equally between the parties to the arbitration, except that no employee shall be required to pay any such expense.

The Joint Arbitration Board shall meet twelve (12) times during the calendar year, or as needed, for the purpose of considering current and new business. The reasonable and necessary expenses and costs incurred by the Joint Arbitration Board

in performing its functions under this Agreement, as authorized by the Union, The Fringe Benefit Funds and Plumbing Council Industry Fund who are entitled to payments or contributions under this Agreement, shall be paid by them in proportion to their interests out of the sums collected as liquidated damages pursuant to Article IX, Section 9.8 hereof, to the extent that such sums are available; otherwise such expenses and costs shall be borne and paid for by the parties thereto.

Within a period of thirty (30) days' time after the execution of this Agreement, the Joint Arbitration Board shall meet, organize, elect a Chairman, Secretary and Treasurer and transact any business that may properly come before the Joint Arbitration Board. The Secretary need not be a member of the Joint Arbitration Board and in that event the Secretary shall have no vote.

SECTION 3.3 Audits. An auditor(s) selected by the Fringe Benefit Funds shall conduct an audit to determine whether the employer is complying with his contract obligations concerning fringe benefits being paid, wages being paid, and dues deductions being paid. Such auditor(s) shall be an agent of the Fringe Benefit Funds. Audit disputes concerning wages and/or dues deductions being paid shall be heard by the Joint Arbitration Board whose decision will be final and binding. Audit disputes concerning fringe benefits shall be determined by the audit and collection policy of the Fringe Benefit Funds.

SECTION 3.4 Other Contract Violations. In the event of an alleged contract violation other than one which is subject to Section 3.3 of this Article, immediately above, a Business Representative or other representative designated by the Union will notify the Employer of such alleged violation and attempt to resolve the matter informally. If the matter is not resolved or if the Employer refuses to meet in a reasonable and timely fashion with the Union's Representative to resolve the matter, said representative shall notify the Secretary of the Joint Arbitration Board and the Plumbing Contractors Association of Greater Chicago in writing of the existence of a dispute.

It shall be considered a violation of this Agreement for any plumbing contractor to intentionally omit backing supports for plumbing fixtures and accessories from an appropriate bid package. Further, any plumbing foreman or superintendent who knowingly refrains from directing journeymen or apprentices under his/her charge to install all backing and accessories related to a plumbing system shall be found in violation of this Agreement. Both the Employer and the employee may be summoned before the Joint Arbitration Board for appropriate action.

A plumbing contractor must submit with their initial proposal an appropriate

bid in accordance with the above. If it is not accepted, there will be no action taken against the contractor or his employee by the Union.

SECTION 3.5 Hearing. After receipt of a notice of dispute under Section 3.3 or 3.4, above, of this Article, the Secretary of the Joint Arbitration Board shall send the Employer written notice of the date, time and place of a hearing before the Board with respect to the dispute, together with a copy of the written notice of the dispute. Such notice shall be provided no later than twenty-one (21) days before the scheduled date of the hearing. This said hearing notice shall include or be accompanied by a plainly stated explanation of the specific violations citing the contract sections and language that the Employer is being charged with, and shall clearly state that it is permissible for the Employer's attorney to be present at the JAB hearing and all related meetings at which the Employer is present. The Board members present at the hearing shall hear the evidence in the case and shall render a decision which it will issue in writing over the signature of the Secretary of the Board. Said decision shall be final and binding on the parties to this Agreement. The Secretary of the Board will make or direct the making of the official minutes or transcription of the hearing. No other recording of the hearing is permitted. The Employer must appear at the hearing. Appearance through an outside representative only does not constitute the Employer's appearance. If the Employer is unable to so appear at the date, time and place set forth in the notification of hearing, he shall promptly notify the Board's Secretary in writing of the reasons therefore and request a postponement. Such request for postponement must be received by the Secretary no later than the close of business of the seventh day before the time scheduled for the hearing. A request for a postponement will be granted only for good and sufficient reasons. No Employer will be granted more than one (1) postponement in the same case. If the Employer fails to appear at a scheduled hearing or at a hearing postponed to a later date at his request or if an Employer's request for postponement is not received by the Board's Secretary in the timely manner as set forth hereinabove or is denied, the Board members shall hear the case at the appointed time notwithstanding the Employer's failure to appear and shall decide the case upon the evidence before it in the same manner as set forth hereinabove, which decision shall be final and binding on the parties to this Agreement. Any decision of the Joint Arbitration Board shall be issued in writing within thirty (30) days of the hearing or within thirty (30) days of any additional information requested by the Board.

SECTION 3.6 Powers of the Joint Arbitration Board. The Joint Arbitration Board shall have full power to enforce this Agreement against offending employees and/or Employers by appropriate penalties or remedies including, without limitation, fines, replacement of defective work without pay, or other appropriate sanctions. The Joint Arbitration Board has the power to assess attorney

fees and costs. The Joint Arbitration Board shall have full power to summon Employers, the Union and employees covered by this Agreement against whom charges of violations have been preferred and to summon Employers and employees covered by this Agreement to testify in any manner before the Joint Arbitration Board. Such summons shall be served by registered or certified mail by the Secretary of the Joint Arbitration Board before which such dispute is pending. Such summons may compel the production of any document or the testimony of any witness which the Joint Arbitration Board deems relevant to the resolution of the case. Failure of the Employer or employees to respond when so summoned, except for valid reason, shall subject him or them to the payment of any cost incurred by the Joint Arbitration Board in connection with such failure to respond.

SECTION 3.7 Indemnification of the Joint Arbitration Board. The parties hereto agree that the members of the Joint Arbitration Board representing either or both of them in proceedings before such Joint Arbitration Board under the provisions of this Agreement shall be indemnified as Joint Arbitration Board members against judgment, court costs and attorney's fees incurred and/or paid by the Joint Arbitration Board members in defending any suit or legal proceeding brought against the Joint Arbitration Board members in their respective capacity to enforce any liability or alleged liability on account of any loss, claim or damage which, if established against the Joint Arbitration Board members, shall constitute a valid and collectible loss sustained by either appropriate party under the terms of this Agreement.

In the event of any other suit or action against a member or members of the Joint Arbitration Board for or on account of an act performed pursuant to the authority provided for in this Agreement, the Joint Arbitration Board may draw upon any funds which are in its hands or under its control subject to such rules and provisions as the Joint Arbitration Board may establish relating to the disposition of such funds.

In consideration of such indemnity, the Joint Arbitration Board members shall promptly give notice to the Joint Arbitration Board, and the Union and the PCA of the institution of any such suit or legal proceeding. At the request of the Union or the PCA, the Joint Arbitration Board members shall furnish copies of all pleadings and other papers therein, and at the election of either the Union or the PCA shall permit either or both to conduct the defense of such suit or legal proceedings in the name of the Joint Arbitration Board by and through attorneys of their own selection. In the event of such election the named Joint Arbitration Board member or members shall give all reasonable information and assistance other than pecuniary which shall be deemed necessary to the proper defense of suit or legal proceeding.

Joint Arbitration Board members found guilty of fraudulent or illegal conduct shall not be indemnified under this Section.

ARTICLE IV WORKING CONDITIONS

SECTION 4.1 General Policy. The Employers agree to make all reasonable provisions for the safety and health of their employees during the hours of their employment. The Union agrees to promote in every way possible the realization of the responsibility of the individual employee with regard to preventing accidents to himself and to his fellow employees during the hours of their employment.

Any person who is, will be or was required to attend plumbing classes two evenings each week for 24 consecutive months, as a condition of membership in the Union, is mandated to complete training in HAZCOM and OSHA safety classes, or to produce proof such training has been completed. Such persons not fulfilling this obligation will not be referred out to work.

SECTION 4.2 Reporting Accidents. It shall be the duty of the employee in charge to report personally to both the Union and the Employer accidents involving personal injury which may occur on the job where they are employed.

SECTION 4.3 Employer Insurance. Employers shall carry sufficient Workers' Compensation, public liability and unemployment insurance, together with occupational disease insurance. The Employer shall provide the Union with a copy of the insurance certificates or such other proof that it has obtained and maintains in full force and effect such insurance coverage's.

SECTION 4.4 Unsafe Working Conditions. Employees covered by this Agreement shall not work under any of the following conditions:

1. Where the equipment, tools, ladders and/or job conditions are judged to be unsafe by the Building Trades Safety Committee.
2. For any Employer who does not carry a bond or meet the other obligations as provided for in Section 6.8 of this Agreement and have sufficient Workers' Compensation Insurance and State Unemployment Insurance. (A copy of this coverage's shall be on file in the Union Office.)
3. 125 feet above ground level unless an operable man lift is provided to transport the employee to or above that level.
4. On any job not in conformity with the safety standards promulgated pursuant to the Occupational Safety and Health Act.

5. For more than one (1) Employer at the same time.

SECTION 4.5 Plumbing Codes. The Employer shall comply with all plumbing codes of the various municipalities in which the work is being installed. Any violation of said plumbing ordinances shall be reported to the office of the Business Manager of the Union.

The Union reserves the right to have its Business Representatives witness all tests of any plumbing systems.

SECTION 4.6 Older Workers. At least one out of every five (5) Local 130 members working for the employer shall be older Local 130 members.

SECTION 4.7 Non-Discrimination Policy. Each Employer bound under the terms of this Agreement shall promulgate and enforce policies forbidding any sexual harassment or discrimination based on race, color, religion, creed, sex, national origin, age, marital status, disability or unfavorable discharge from military service.

SECTION 4.8 Staffing. In order to provide for the safety and health of their employees, the Employer agrees that at no time shall there be less than two (2) journeymen, or one (1) journeyman and one (1) apprentice, working in any one (1) building of any job or job site (except, however, that this provision shall not apply to jobbing work as the term is generally used in the industry). The Employer shall be the sole judge of the number of additional men required.

An Employer who employs at least one (1) journeyman may also employ one (1) apprentice for performance of jurisdictional work. A one (1) journeyman to one (1) apprentice ratio shall be maintained at all times, except as specified by this Agreement. The Working Contractor shall count as a journeyman for the purpose of establishing this ratio. This apprentice ratio shall be reviewed on an annual basis by the parties for modification on or before June 1st each year. Without agreement by the parties, the apprentice ratio shall revert to one (1) apprentice for every two (2) journeymen on June 1, 2021.

An Employer who employs at least one (1) apprentice may request one (1) metal tradesman for the performance of non-jurisdictional work. Thereafter, an employer may request one (1) additional metal tradesman for every five (5) apprentices employed. This ratio does not apply to employees in the Mc through Me classifications described in Section 4.8(b) of this Agreement.

Employers engaged in residential work relating to the service, maintenance

and construction of single family residences, garden type and walk-up residential apartments of three levels or less as well as Employers engaged in commercial and service maintenance (defined as interior plumbing not exceeding \$30,000) shall be entitled to a one (1) to one (1) journeyman to apprentice ratio.

All Employers who do not employ two (2) employees, as stipulated in the area agreement, will be required to meet with the Local Union 130 Business Manager as soon as possible. The Employer will be told that he is required to comply with the terms of the agreement (with the understanding that temporary latitude may be allowed in a depressed economy).

However, during the times that the Employer is not in compliance with the Agreement:

- a. Each week the Employer is required to send a written report to the Union of all jobs on which his company is working.
- b. His company will be audited every six (6) months and at year end.
- c. Any and all of his employees will submit an affidavit annually stating that, "to the best of his (the employee's) knowledge, he performed all the jurisdictional work completed by the shop."
- d. Progress and status of these shops will be reported through the Joint Arbitration Board and violation of the agreement may result in a fine of the value of wages and fringes for all hours worked by others, other than the Journeyman.

The Union agrees to supply skilled men to the extent that they are available, to the members of the PCA, it being understood that the Union shall furnish men to all other Employers with whom it has Agreements governing wages and working conditions. When employment opportunities exist within the industry, the Union will refer men only to Employers with whom the Union has signed Agreements.

The Metal Trades Division of the Union is composed of members employed by Employers to perform tasks not requiring a plumber's license or other tasks described as non-jurisdictional work. Any employee in the Metal Trades classification is not allowed to work on any Prevailing Wage jobs. The Employers may, with the written approval of the Business Manager of the Union, hire a probationary metal trades division (M0 classification) for a period not to exceed three (3) months for the purpose of evaluating the potential new hires.

Wages for these employees are determined by the Apprentice Wage Scale. While contributions to the Fringe Benefits Funds will not be required for probationary Metal Trades Journeymen (M0 classification) hours worked by probationary Metal Trades Journeymen (M0 classification) will be shown on the

Employer's Monthly Contribution Report. Starting with the 4th month of employment, benefit contributions will be required as stipulated in Article 6.1 of this Agreement.

An employee in the Metal Trades Division may, upon the request of the Employer, enter the Apprentice Program provided the requirements of the Apprentice Committee are satisfied. Credit for hours worked as a metal tradesman toward hours required for completion of an apprenticeship will be granted with the approval of the Business Manager and the Joint Apprenticeship Committee.

4.8(b) Metal Tradesman Mc, Md, Me

Upon written approval of the Union Business Manager, the Employer may hire on a temporary trial basis a Mc program metal tradesman from any source for a maximum period of employment of twenty four (24) months. The Union Business Manager will respond with approval or denial to any such request within one (1) week. Thereafter, when retained by Employer, the employee either is promoted to Metal Trades Journeyman third year status pay and benefits, or upon applying and meeting all standards of entrance is accepted into the Plumbers 130 Apprentice Program. Any Employer hiring a metal trades employee and failing to obtain Union Business Manager's approval, upon audit, shall be required to pay all wages and fringe benefits of a Metal Trades Journeyman M6 to the Trust Funds of the Local Union back to the original date of hire.

The Employer will send written notification of the employee's metal trades class Me status at the termination of the twenty four (24) month period. During the second year of employment the individual shall make application to the earliest class available to the Local 130 JAC to become a first year probationary apprentice. Said candidate shall be required to meet all standards of entrance into the Plumbers 130 Apprentice Program.

The number of metal tradesmen class Mc – Me in the employ of a signatory employer will be permitted at a rate of one (1) metal trades Mc – Me to one (1) apprentice to one (1) journeyman. All three are classifications covered by the Collective Bargaining Agreement and Appendix C thereto regarding wages, benefits and employment progression.

Mc Classification-0-3 Months

The wages paid to the metal trade's class Mc employee will be twenty-six percent (26%) of the then current Building Trades Journeyman Plumbers rate at time of hire during months 0 – 3 of the probationary period

During this probationary period he shall receive no fringe benefits or payroll deductions and all contributions and payroll deductions will be paid in accordance with Appendix C.

Md Classification- 4-12 months

With completion of probationary period this employee becomes a union member. Employee's wages remain at 26% of the then current Building Trades Journeyman Plumbers rate, fringe benefits and payroll deductions to be paid in accordance to Appendix C.

Me Classification – Year 2

Upon the employees' anniversary date of hire, the rate of pay shall be thirty (30%) of the then current Building Trades Journeyman Plumbers rate; benefits to be paid in accordance to Appendix C.

Mc – Me Classification

Mc – Me Class employees shall not perform tasks requiring a plumbers license.

The Section 9.1 Retirement Savings Fund, a defined contribution plan (DC plan) will be the sole pension plan under this Section 4.8(b).

Upon entrance in the Plumbers 130 apprentice program, wages and fringe benefit levels shall continue under Appendix C until the attainment of a City of Chicago or State of Illinois Journeyman Plumbing License or at the M3, M4, M6 or M7 rates if retained in employment.

SECTION 4.9 Pipe Cutting. All sizes of pipe shall be cut and threaded and/or welded and fabricated by employees covered by this Agreement. There shall be no restrictions on the use of power equipment. Where it is impractical or a hardship to cut, thread, or weld pipe on the job in the opinion of the Employer involved, such pipe may be cut, threaded or welded and fabricated in the shop. Flashings and air chambers shall be made on the job or in the shop by journeymen plumbers and/or apprentices covered by this Agreement. Such cutting, threading, and/or welding, fabrication and making of flashings and air chambers shall be performed by journeymen and apprentices of the Union.

All pipe, hanger rod and fabricated piping of any size which is cut in the shop of the Employer or in any approved Employer's shop covered by this Agreement shall be labeled by the journeymen performing the work. The journeymen who obtain the labels from the office of the Business Manager of the Union shall be held accountable for said labels.

All sizes of pipe shall be cut and threaded by employees covered by the Collective Bargaining Agreement of Local Union 130, except for pipe nipples which are defined as lengths of 10 inches or less.

SECTION 4.10 Specifications. Specifications and contract information forms shall be distributed by the Union to all Employers. The Employer shall complete these forms for all jobs above Two Hundred Thousand Dollars (\$200,000.00) for which he has received a signed contract and within ten (10) days after receipt of such signed contract shall forward a copy of the form to the office of the Business Manager of the Union. Intentional falsification of information on these forms shall constitute a violation of this Agreement.

SECTION 4.11 Plumbing Supervision. It is understood that for the purpose of maintaining a proper record and check on all work which comes under local ordinances and/or the Illinois Plumbing License Law such work should be done under the supervision of a licensed and bonded Plumbing Contractor, and by licensed journeymen and apprentices and to protect the public against unsanitary installation by unqualified men, it will not be considered a violation of this Agreement for any journeyman to adhere to the rules of the Union. Nothing shall be incorporated in the "Working Rules" of the Union that conflict in any way with the provisions of the Agreement.

SECTION 4.12 Rule Violators. Any employee having charge of work who is taken out of a shop for violation of Union rules shall be required to remain one (1) working week of forty (40) hours in an advisory capacity if the Employer so desires, the case to be entitled to a hearing as provided in Article III of this Agreement.

SECTION 4.13 OSHA and HAZCOM Training. The Employers will be supplied a referral of Employees with certificates of completion of HAZCOM and OSHA education courses.

The Union and Employers will require that all members be certified in HAZCOM and OSHA. Members will have to get certified through night school. It will not be a violation of this Agreement for any Employer to reject a Union member for employment if he lacks these certifications. Classes in both OSHA and

HAZCOM will be offered regularly at the Local 130 JAC Training Centers. It shall be the responsibility of the Employee, the Union and the Employer to maintain documentation of the individual's OSHA and HAZCOM certification, and any other pertinent industry related certifications.

A referral slip, arrived at from a computerized database, will reflect certification in these areas.

Jobbing and service repair class, to be taught at day and night school, will be jointly developed to help in this market recovery or retention effort.

SECTION 4.13(b) OSHA 30 Hour for Construction. In the case when a job site requires a member to earn OSHA 30 certification, the contractor shall cover the cost of the training. The member may complete the training on his own unpaid time. Training may be completed using an OSHA-approved online course, or at an OSHA-approved training facility of the member's choosing, provided the employer has provided approval in advance.

SECTION 4.14 OSHA and HAZCOM Violations. A written citation will be issued by the Employer to the employee for each violation of OSHA and HAZCOM requirements and a copy will be sent to the Union. An employee can be terminated immediately for willful violations of OSHA and HAZCOM standards.

The offending employee will be summoned before the Union Executive Board upon receiving a third citation and appropriate action will be taken. He will also be apprised that upon receipt of a fourth citation the matter will be turned over to the Joint Arbitration Board for disposition that may result in the employee sharing in the amount of the Employer's fines.

SECTION 4.15 Automobile Not Required. No journeyman shall be required to furnish his automobile or any other conveyance for any purpose other than to transport himself to and from the job.

SECTION 4.16 Work Connected Expenses. All expenses incurred by an employee in telephoning or otherwise connected with his work shall be paid by the Employer.

SECTION 4.17 Travel Expenses. There will be no travel expense for work performed within the jurisdiction of the Union except when prefabrication of work is performed outside the Union's jurisdiction. A journeyman so employed in a fabrication shop will be reimbursed in the same amount per mile as established from time to time by the Internal Revenue Service for determining the standard mileage

rate method of calculating deductible employee automobile business expenses. Said reimbursement shall be calculated from the jobsite to the place of fabrication and back to the job site. However, if any Employer provides transportation for employees working under this Agreement to a fabrication site to perform work, then no travel expense shall be assessed or charged against such Employer.

When employees are required to secure lodging, all reasonable lodging and meal expenses shall be paid by the employer upon presentation of receipts, per IRS guidelines.

SECTION 4.18 Tool Provision. The journeymen shall furnish small pliers and rule. All journeymen and apprentices shall be in possession of a valid journeyman or apprentice Plumbing License at all times. All other tools shall be furnished by the Employer. No journeymen shall be allowed to carry tools or materials belonging to the Employer in the journeyman's automobile, with one exception; that exception is that an employee whose automobile is covered by his own automobile insurance policy may voluntarily agree to carry hand tools, including sawsall, electric drill (1/2" or smaller), hand torch without tank, radio (communication type), and pipe wrenches not to exceed 18". Should an employee voluntarily agree to carry any hand tools on behalf of his Employer, the Employer shall pay any additional insurance cost necessary to make the employee's existing automobile insurance coverage apply to this business use. The Employer may keep a record of his tools to guard against loss or damage to his equipment. Journeymen who receive tools from their Employers shall be responsible for such tools and make good for any tools lost by said journeymen. The Employer will countersign the receipt and provide the employee with a copy. Upon return of the tools both parties will sign off on a dated receipt indicating which if not all the tools have been returned. The Union will require journeymen to replace or pay for lost or missing tools furnished by their Employer and for which the latter holds a receipt from his journeymen. Should a dispute arise with respect to compliance with the requirements of this Section, the matter shall be promptly brought before the Executive Board of the Union for resolution. If a satisfactory resolution is not obtained before the Executive Board, then the matter shall be referred to the Joint Arbitration Board for final disposition.

SECTION 4.19 Clothing Provision. When welders are employed on a job, the Employer shall furnish protective clothing, which shall include sleeves, aprons and gloves, welding hoods, goggles, etc. The welders shall be held responsible for this clothing, except for wear and tear or if stolen from the Employer's job location. Members shall be reimbursed up to \$90.00 (ninety dollars) annually upon presentation of original receipt, if required, to provide safety shoes as a condition of employment on any jobsite.

SECTION 4.20 Illinois or Chicago Plumbing License Renewal and Continuing Education. Journeymen or Apprentices shall maintain a valid and current Illinois or Chicago Plumbing License. It shall be a requirement of this agreement for a Local 130 Journeyman Plumber to obtain and maintain a valid and current plumbing license, to provide proof of valid 4-hour Continuing Education (C.E.) credits in a 12-month period.

ARTICLE V HOURS AND OVERTIME

SECTION 5.1 Workday and Workweek. Eight (8) hours shall constitute a day's work as follows: 8:00 A.M. to noon and 12:30 to 4:30 P.M. on Monday, Tuesday, Wednesday, Thursday and Friday making a forty (40) hour week straight time. The workweek shall be limited to forty (40) hours per week and any and all overtime shall be only with the prior approval of the Joint Arbitration Board, except in the case of actual breakdowns of installed work falling within the jurisdiction of the Union. Such breakdowns shall be reported to the Joint Arbitration Board as soon as possible, but in no event later than 4:30 P.M. of the following business day. With the approval of the Joint Arbitration Board, the 8:00 A.M. starting time and 4:30 P.M. quitting time, specified above, may be adjusted by starting no earlier than 6:00 A.M. and no later than 9:00 A.M. with an appropriately adjusted quitting time, e.g. 6:00 A.M. to 2:30 P.M.; 9:00 A.M. to 5:30 P.M. In the case of an earlier adjusted starting time, employees shall be entitled to one-half (1/2) hour lunch break, no later than five (5) hours after the adjusted starting time.

For employees engaged in residential jobbing and repair work in a residential building of no more than three (3) stories where such work is billed to the customer on an hourly basis and not on a contract basis, any five (5) days with the exception of Sunday may constitute a workweek. The workday shall consist of eight (8) hours from 8:00 A.M. to 4:30 P.M., provided however, that the earlier starting time as provided for above is permitted. Any hours worked in excess of eight (8) hours per day shall be paid at time and one-half. All hours worked on the sixth (6th) day in any workweek other than a Sunday or a legal holiday shall be paid at time and one-half. All hours worked on Sunday or a legal holiday as provided for in Section 5.4 of this Article V shall be paid at double time. The sixth (6th) working day cannot be used as a make-up day. Except as specifically permitted by Appendix B to this Agreement governing the circumstances under which an Employer may schedule flexible hours, employees covered by this Agreement shall work the standard workday and standard workweek at straight time rates and be paid for overtime work at the overtime rates as required by this Article.

Saturday may be used as a make-up day subject to the following conditions:

- a. The time being made up is due to loss of hours related to weather conditions.
- b. Prior permission to work the makeup day must be obtained from the Joint Arbitration Board.
- c. The decision by the employee to work must be voluntary.

Compressed Work Week

See Appendix B on Page 47 regarding scheduling of four consecutive ten hour days.

SECTION 5.2 Overtime. In the event of overtime work, as provided in Section 5.1 above, such overtime work shall be performed at the rate of time and one-half if such overtime work occurs during the period from Monday through Saturday; if overtime work occurs on a Sunday or a legal holiday, as set forth in Section 5.4 of this Article, such overtime work shall be performed at double time.

It is the intention of the parties to this Agreement that offers by Employers of overtime or other benefits for purposes of "pirating" employees covered under this Agreement, shall be deemed to be violations of this Agreement and such Employer shall be subject to the sanctions as set forth in Article III, Section 3.6 of this Agreement.

All members of the Union that work on jobs that extend into scheduled overtime shall be given preference to work the overtime. Absenteeism during the regular workweek may be cause for an Employer to deny the employee future scheduled overtime.

SECTION 5.3 Show-Up Pay. Any employee covered by this Agreement reporting to work upon order of any Employer who is a party to this Agreement and not put to work for any reason,* except fire, accidents, other unavoidable causes, or failure to dress properly for the type of construction on which such employee will be working, shall receive two (2) hours pay for the time lost.

*Any employee covered by this Agreement reporting for work upon order of any Employer who is a party to this Agreement and not put to work because of weather conditions, shall receive one (1) hour of pay for the time lost unless he has been previously notified not to report to work. In order to obtain the one (1) hours pay, the employee must remain on the job for that period of time.

SECTION 5.4 Holidays. The following days, or the day on which they are legally celebrated, shall be recognized as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. No work shall be done on these days, except to protect life and property. Veteran's Day shall be included as a recognized holiday if adopted as such by a majority of unions in the Chicago and Cook County Building Trades Council. A holiday falling on a Saturday will be celebrated on that day. A holiday falling on a Sunday will be celebrated the next day, Monday.

SECTION 5.5 Shift Work. For there to be shift work there must be a first shift during normal working hours. Shift work NEEDS PRIOR approval of the Joint

Arbitration Board. However, when shift work is performed, it must continue for a period of not less than five (5) consecutive working days. The second (2nd) must continue working on the continuation of the work performed by the first (1st) shift. If only two (2) shifts are working, the second (2nd) shift may be for any designated eight (8) hour period beginning after the conclusion of the first (1st) shift, but the starting time selected for the second (2nd) shift shall remain the same for the duration of the shift work.

The hourly rate of employees on the second (2nd) and third (3rd) shifts shall be fifteen percent (15%) over and above the basic hourly rate.

No interruptions shall occur in shift time except lunch and personal breaks.

SECTION 5.5(b) Stand-alone Shift Work. For there to be stand-alone shift work through the normal Monday through Friday work week, there need not be a first shift during normal working hours. Notification of Shift Work shall be provided to the Union Office and Association prior to commencement of work. Stand-alone shift work must continue for a period of not less than five (5) consecutive working days.

Employees on stand-alone shift work shall be paid fifteen percent (15%) above the applicable hourly rate. Shift Work does not apply when an employee works 8 hours at the basic hourly rate prior to the shift. Saturday, Sunday and Holidays are not included in stand-alone shift work and are to be paid in accordance with Article V Section 5.1, 5.2, and 5.4.

ARTICLE VI WAGES

SECTION 6.1 Wage Rates and Fringe Benefits. The Employer hereby agrees to employ journeymen plumbers at the Union prevailing wage rates and pay the fringe benefit contributions set forth or to be determined in the manner set forth in Appendix C to this Agreement. The rates and contributions set forth therein shall be deemed the standard rates to be strictly adhered to as of the effective dates shown.

No Employer shall pay wages in excess of the rates set forth or to be determined in the manner set forth in Appendix C. Contractors (with ownership interest) may work with the tools of the trade provided that he shall pay into the Health and Welfare Fund, Pension Fund, Retirement Fund, Apprentice Training Fund, and Local 130's United Association per capita and dues check off and PCA's Industry Fund (Plumbing Council) for a minimum of thirty-two (32) hours per week

or all hours worked, whichever is greater, at the rate established for each such fund. Working Contractors shall be provided medical benefits for themselves and dependents at a rate established by the Health & Welfare Trustees and in compliance with Federal and State Legal requirements concerning Employer participation in an Employee Benefit Plan.

Newly organized members without a valid City of Chicago or State of Illinois plumbing license will be classified as metal trades and shall obtain a plumbing license within 12 months or future wage increases may be withheld. (Appeals due to extraordinary circumstances will be referred to the Joint Arbitration Board or JAC whichever is applicable). An apprentice with a minimum of 4-½ years credit who has successfully obtained either a City of Chicago or State of Illinois plumbing license shall be paid the then current journeymen wage.

Existing bargaining unit alumni/Participation Agreements of former Locals 93 and 501 and existing Local 130 Employers shall continue at the current Local 130 benefit rates and shall not be involuntarily removed.

If a working Employer ceases working with the tools but wishes to continue in the Fringe Benefit Funds, he/she must sign an Alumni Participation Agreement. Contact the Fund Office.

SECTION 6.2 Supervision Wages. All men who supervise and inspect work and/or who are in charge of any work that requires more than four (4) journeymen and/or apprentices shall be paid foremen's scale per Appendix C.

The Sub-foreman rate shall be 3% above the most current journeymen wage rate. All increases will be rounded to the nearest \$0.05 increment.

The Foremen and Inspectors rate shall be 6% above the most current Journeymen rate. All increases will be rounded to the nearest \$0.05 increment.

The Superintendents & District Foremen rate shall be 8% above the most current Journeymen rate. All increases will be rounded to the nearest \$0.05 increment.

The Employer shall select said man, who shall at all times be subject to orders from the Employer or his Superintendent. This Section does not apply to repair work.

Foremen rate of pay shall prevail for any journeyman who is assuming full responsibility for any job when such responsibility is of a supervisory nature in

representing his Employer, as described in Section 7.1.

SECTION 6.3 Apprentice's Wage. It is understood and agreed that the wages of apprentices learning the plumbing trade and the fringe benefits to be paid on their behalf shall be as set forth or to be determined in the manner as set forth in Appendix C as of the effective dates shown thereon.

It is also understood and agreed that fringe benefits will not be paid on behalf of an Apprentice for their mandatory school day. Fringe benefits contributions will otherwise be paid according to Appendix C on all hours worked. No Industry Fund contribution will be paid on mandatory school days.

Fourth and fifth year apprentices will be required to attend additional courses as prescribed by the Joint Apprentice Committee. Wages will not be paid for attendance. However, a twenty-five dollar (\$25.00) per day per diem will be paid by the Employer to offset transportation and meal expenses.

SECTION 6.4 Pay Day. Employee members of the Union shall be paid once each week in accordance with Section 6.5 on the regular established pay day of the Employer. In no event, may the regular pay day be more than four (4) working days after the day on which the Employer's workweek ends. If the regular pay day should fall on the same day as a legal holiday (as set forth in this Agreement), the employee shall be paid on the workday immediately preceding the legal holiday.

SECTION 6.5 Wage Payment. No member shall accept wage payment in cash, but shall only accept payment by check, either paid directly to the employee or by direct deposit to the employee's designated bank account, so that a full and complete record of wages, withholding taxes, social security, pension and welfare contributions and any other deductions required by this Agreement will be readily available.

Any Employer who fails to have sufficient funds in the bank to cover all paychecks issued to employees will be denied the privilege of paying by the normal payroll checks, and must pay all future payroll by certified check only until such time as the Union gives the Employer written notice that it is satisfied that the Employer is financially responsible and, therefore, able to resume payment of payroll by non-certified check. In the event of an Employer's failure to pay the wages provided for in this Agreement or failure to comply with the term of this Section 6.5, the Union shall have the right without giving notice to withdraw its members from

the employ of, to picket and/or take other lawful economic action against such Employer in order to compel the payment of wages or compliance with this Section 6.5, such withdrawal of employees, picketing and/or lawful economic action shall not be considered a violation of this Agreement on the part of the Union and shall not be a subject of arbitration. If employees are withdrawn from any job or if the Union strikes in order to compel an Employer to fulfill its obligations under this Section, the employees who are affected by such stoppage of work shall be paid for up to twenty-four (24) hours wages lost at straight time pay by reason of any strike or any action taken by the Union under this Section.

SECTION 6.6 Union Dues Deduction. The Employer agrees that each payroll period it will deduct any authorized deductions owed to the Union for said payroll period from the wages of employees who are covered by this Agreement and who have authorized such deductions, by an authorization which is in accord with applicable law. The Employer shall remit to the Union the amount so deducted at the same time and accompanying all contributions and payroll deductions listed on Appendix C. All such remittances shall be sent to the Benefit Funds by a single check payable to the Plumbers' Local 130 Contribution Account.

SECTION 6.6(b) Political Action Fund Check Off. Each Employer agrees to deduct amount authorized in accordance with Appendix "C" (or such other uniform amount upon notice from the Local Union and authorization in writing from individual employees) for each hour worked, from the wages of those employees who authorize the deduction of this amount as a political action contribution, by signing a check-off authorization card. This amount shall be transmitted to the Benefit Funds on a weekly or monthly reporting 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. These contributions are voluntary in nature and will be transmitted by the Local Union to an affiliated political action committee.

SECTION 6.7 Pay at Separation. If an employee is to be laid off or discharged, except for cause, he shall be so notified and paid off in full, at least one-half (1/2) hour before the established quitting time. Should the Employer require the employee to be laid off or discharged to receive his check at the office of the Employer, the employee shall be allowed two (2) hours at regular pay. Should the employee not be paid promptly upon arrival at the office of the Employer, he shall be paid at the regular hourly rate of pay for all time in waiting. Employees covered by this Agreement, who leave an Employer of their own volition, may wait until the regular pay day of the current week to collect wages due.

SECTION 6.8 Bond Requirements. Each Employer shall be required to obtain, maintain, in full force and effect and keep on file with the Union and the Benefit Funds either a dual bond or two separate bonds, or an irrevocable letter of credit, to secure all monetary obligations pursuant to the following schedule.

Number of Employees	Amount of Bond
0 to 2	\$25,000
3 to 5 *	\$50,000
6 to 12	\$125,000
13 to 19	\$200,000
20 to 39	\$300,000
40 to 69	\$600,000
70 to 99	\$800,000
100 to 149	\$1,200,000
150 and above	\$1,500,000

*Mandatory bond or irrevocable letter of credit required for 3 or more men.

The bond(s) or irrevocable letter(s) of credit will be for the total amount currently set forth above. The Employer shall acquire a wage bond covering wages, assessments, and employee authorized deductions, for 50% of that total, as well as a fringe benefit bond for 50% of the total required bond. In lieu of having two bonds, an employer may acquire a dual bond with separate Liability Limits such that 50% of the dual bond will cover wages, assessments, employee authorized deductions and the other 50% of the dual bond shall cover the remaining fringe benefit funds set forth in the Collective Bargaining Agreement in Article IX. Notices required regarding termination or modification of these instruments must be sent to both the Union and the Benefit Funds.

The Employer shall provide the wage bond to the Union and shall provide the fringe benefit bond to the Benefit Funds. A dual bond shall be provided to both the Union and the Benefit Funds with one original to the Union and a Certified Copy to the Benefit Funds.

Each Employer shall obtain the bonds required by this Section with a minimum rating of "B" according to the Best or Moody rating service. In lieu of such bonds, the Employer may obtain irrevocable bank letters of credit to secure such obligations in such form and on such terms as determined by the Union. This letter of credit shall be held in the Union's possession with a Certified Copy provided

to the Benefit Funds. An Employer who employs less than three (3) men and is unable to obtain such bond or irrevocable letter of credit shall make payment of wages and all deductions and contributions required by this Agreement on a weekly basis. Weekly reports and payments of all contributions and deductions provided for in this Agreement are due on Thursday of the week following the week for which they are owed.

In the event an Employer that is not subject to a mandatory bond or irrevocable letter of credit fails to secure a bond or irrevocable Letter of Credit, an agent of the Employer must sign a personal note and guarantee to be jointly and severally liable along with the company for all wages and fringe benefits that become due during the weekly period.

In the event of an Employer's failure to comply with the obligations imposed by this Section, the Union shall have the right to withdraw its members from the employ of, to picket and/or to use other lawful economic means against such Employer in order to compel compliance herewith. Such withdrawal of employees, picketing or other lawful economic actions shall not be considered a violation of this Agreement on the part of the Union and shall not be subject to arbitration. In no event, will members of the Union be permitted to work for an Employer who does not fulfill the requirements and obligations set forth in this Section.

Further, an Employer who fails to comply with the obligations imposed by this Section shall also be liable to the employees, Union, Trust Funds and other entities, as the case may be, for the payment of liquidated damages in the amount(s) equal to the monetary obligation(s) due and owing them or any of them which the bond or letter of credit required by this Section are designed to secure. The Joint Arbitration Board shall have the power to award such liquidated damages in any proceeding before it which involves a violation of this Section, and such liquidated damages shall be in addition to any and all remedies available for violations of any other provision of this Agreement or under any law of the State of Illinois or the United States.

SECTION 6.9 Prevailing Wage Payment. Any member of another local affiliated with the UA working for a contractor signatory with Plumbers Local 130 UA, will be paid the prevailing rate of Plumbers Local 130 UA, as well as any member of Plumbers Local 130 UA working in the jurisdiction of another Local Union for a contractor signatory with Plumbers Local 130 UA.

SECTION 6.9 (b) Prevailing Wage Reporting. The employer may complete in conjunction with the Benefit Funds monthly payroll reports: wages, hours & job

locations for local, state or federal projects. This may include but not be limited to Davis Bacon, prevailing wage and certified payroll reports. The forms will be provided by the Union.

SECTION 6.10 Voluntary Savings Plan. Effective June 1, 2020, this Voluntary Savings Plan is terminated.

ARTICLE VII FOREMEN

SECTION 7.1 Foreman's Duties. A foreman shall represent his Employer on a project to the limit of authority prescribed and given by his Employer. Within that authority he shall perform the following duties as applicable for the orderly and efficient installation of the work:

1. Supervise and coordinate the work and activity of the men;
2. Plan and schedule the work, including the necessary layout;
3. Coordinate his work with that of other trades in an orderly fashion;
4. Anticipate and arrange for the delivery of tools and materials without undue frequency;
5. Represent the Employer at job meetings and safety meetings and implement results consistent with the Employer's policy;
6. Reassign employees for the best use of their abilities, when necessary;
7. Attempt to resolve grievances at an early stage;
8. Assemble and verify the time sheets in the form prescribed by the employer
9. Update as-built drawings and instructions for the maintenance of equipment and the operation of systems;
10. Keep job log and transmit to the Employer at the conclusion of the work;
11. Stress safe working habits, and supplement all activity in Article IV of this Agreement; and
12. Give notice to the Local Union that the project or job has begun.

A foreman may supervise journeymen and/or apprentices on more than one building provided it is considered within the job site and covered by the same contract and Employer. If it is necessary for an employee covered by this Agreement to supervise work on separate job sites covered by a separate contract, he shall be rated as a Superintendent.

SECTION 7.2 Foreman's Schedule. The following schedule shall determine the supervision on each jobsite where the manpower reaches the ratios provided hereunder, excluding service and emergency repair.

Journeyman & Apprentices	Sub-Foremen	Foremen	Superintendent
4 to 9	0	1	0
10 to 18	1	1	0
19 to 25	2	2	1
26 to 35	2	2	1
36 to 45	3	2	1

ARTICLE VIII APPRENTICES

ARTICLE VIII has been intentionally left blank since provisions of former
ARTICLE VIII has been incorporated into Section 4.8: Staffing
and Section 6.3: Apprentice's Wage.

ARTICLE IX FRINGE BENEFITS

SECTION 9.1 Retirement Savings Fund. Effective as of the dates set forth in Appendix C, each Employer will contribute the sum per hour set forth or to be determined in the manner set forth in Appendix C for each hour worked by and on behalf of each employee covered by this Agreement to the Plumbers' Retirement Savings Fund, Local 130, UA.

Effective January 1, 2024, a 401(k) feature was added to the Plumbers Retirement Savings Fund, Local 130, UA ("Retirement Savings Fund"). To participate in the 401(k) feature, the employee must voluntarily sign an authorization form approved by the Trustees directing the Employer to reduce the employee's hourly pay by at least \$0.50 per hour or multiples of \$.50 per hour, up to the limit established by the Internal Revenue Code. The employee shall not direct more than the annual limit established by the Internal Revenue Code. The employee's elective deferrals shall be withheld from the employee's weekly wages and are due as provided in Section 9.8 of this Agreement. The bargaining parties agree that the first day of the

following month, consistent with Section 9.8, represents a reasonable period of time for purposes of accurately transmitting elective deferrals to the Fund Office due to the fluctuations in an employee's workweek, the wide range in administrative sophistication among the contributing employers, and to avoid inaccurate reporting.

It is expressly understood and agreed that neither the Employer nor the Union shall have any right, title, interest, or power over such money so forwarded, but that all money so forwarded, deposited or accrued shall at all times remain the exclusive property of the employee from-whose pay such deductions are made.

An Employee may change their deferral amount once per year by July 1 as determined by the Trustees of the Retirement Savings Fund. An employee may cease making salary deferrals at any time upon proper written notice to their Employer and the Retirement Savings Fund. Such employee may only resume salary deferrals on the following July 1.

For each employee electing to participate in the 401(k) feature, each Employer:

- a. adopts and agrees to be bound by the terms and conditions of the agreements establishing and governing the Plumbers' Retirement Savings Trust Fund, and any amendments made thereto as though the Trust Agreement was set forth in full including any policies or procedures promulgated by the Trustees;
- b. agrees to provide the necessary participant compensation information as reasonably requested by the Plumbers' Retirement Savings Trust Fund on a timely basis consistent with the rules set forth by the Trustees of the Plumbers' Retirement Savings Fund, Local 130, UA. Such compensation shall only be used for purposes of administering the Plumbers' Retirement Savings Fund, Local 130, UA;
- c. ratifies, accepts and irrevocably designates as its representatives the Employer Trustees of the Plumbers' Retirement Savings Trust Fund, appointed from time to time in accordance with the terms of the Plumbers' Retirement Savings Trust Fund Trust Agreement; and
- d. agrees to contribute pay deferral amounts elected under this Section 9.1 into the Plumbers' Retirement Savings Trust Fund, and to be bound by all amendments hereinafter made as if the Employer had signed the original

of said Trust Agreements and any Amendments from time to time or to be made.

SECTION 9.2 Health & Welfare, Pension and Retirement Plan. Effective as of the dates set forth in Appendix C, each Employer will contribute the sums per hour set forth or to be determined in the manner set forth on Appendix C for each hour worked by and on behalf of each employee covered by this Agreement, including apprentices, to the Plumbers' Pension Fund, Local 130, UA and for each hour so worked to the Plumbers' Health and Welfare Fund, Local 130, UA. Under the Retirement Plan contributions for first, second and third year apprentices shall be as set forth in Appendix C. Metal Trades Mc covered by this agreement are exempt from Section 9.2.

Contributions in themselves are deemed as providing coverage as may be required by the law. Eligibility for coverage is controlled by the trust and is another matter apart and separate.

Each Employer adopts and agrees to be bound by the terms and conditions of the agreements establishing and governing:

- a. The Plumbers' Pension Fund, Local 130 UA being that Trust Agreement dated May 14, 1953; and any amendments previously made thereto, with the same force and effect as though said Trust Agreement was set forth here in full.
- b. The Plumbers' Welfare Fund, Local 130 UA being that Trust Agreement dated October 3, 1950; and any amendments previously made thereto, with the same force and effect as though said Trust Agreement was set forth here in full.
- c. The Plumbers' Retirement Savings Fund, Local 130 UA. being that Trust Agreement dated September 1, 1998, and any Amendments previously made thereto, with the same force and effect as though said Trust Agreement was set forth here in full.
- d. The Employer ratifies, accepts and irrevocably designates as its representatives the Employer Trustees of each of said Funds who from time to time shall be appointed as such in accordance with the terms of the Trust Agreements.
- e. The Employer agrees to make the contributions required by this Section 9.2 and Appendix C into the Funds established and governed by said Trust Agreements and to be bound by all amendments thereto hereafter made as if the Employer had signed the original of said Trust

Agreements and any amendments from time to time or to be made.

The Employer and the Union acknowledge that the Board of Trustees of the Welfare Fund may prepare and approve the necessary documents and agreements to take the necessary actions to establish in cooperation with other unrelated collectively bargained welfare funds additional wellness centers in the future in order to provide benefits for employees covered by the CBA, and agree to be bound by the terms of those wellness center agreements, as applicable; provided that such documents are in compliance with applicable laws and are otherwise not inconsistent with the CBA. Furthermore, the Employer and Union ratify all legally valid actions taken by the Board of Trustees of the Welfare Fund that are within the scope of their authority to establish the wellness centers.

It is understood the Welfare Fund is a multiemployer employee welfare benefit plan that is established or maintained under or pursuant to one or more collective bargaining agreements as defined under Sections 3(1) and 3(37) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) (29 U.S.C. 1002(1), and 1002(37)), and that the welfare benefits provided to eligible participants of the Welfare Fund at the wellness centers are component benefits of the Welfare Fund.

SECTION 9.3 Apprentice Trust Fund. Effective as of the dates set forth in Appendix C, each Employer will contribute the sum per hour set forth or to be determined in the manner set forth on Appendix C for each hour worked by and on behalf of each employee covered by this Agreement, including apprentices, to the Trust Fund for Apprentice and Journeymen Education and Training, Local Union 130, UA.

Each Employer adopts and agrees to be bound by the terms and conditions of the Agreement establishing and governing the Trust Fund for Apprentice and Journeymen Education and Training, Local 130, UA, being that Trust Agreement dated June 1, 1965, and any amendments previously made thereto, with the same force and effect as though said Trust Agreement was set forth here in full. The Employer ratifies, accepts and irrevocably designates as its representatives the Employer Trustees of said Fund who from time to time shall be appointed as such in accordance with the terms of the Trust Agreement. The Employer agrees to make the contributions required by this Section 9.3 and Appendix C into the Fund established and governed by said Trust Agreement and to be bound by all amendments thereto hereafter made as if the Employer had signed the original of said Trust Agreement and any amendments from time to time made or to be made.

SECTION 9.4 Plumbing Council (PCA Industry Fund). Effective as of the dates set forth in Appendix C, each Employer shall contribute the sums set forth or to be determined in the manner set forth on Appendix C for each hour worked by each employee covered by this Agreement, including apprentices, to the Plumbing Council, a not-for-profit corporation.

The desired policy and priorities of the Plumbing Council will emanate from the Council Advisory Board appointed by the President of the PCA and whose members will represent the PCA on the All Industry Committee that consists of Management and Labor representatives.

The Plumbing Council shall protect, promote, foster, and advance the interests of Employers and employees engaged in the plumbing contracting and servicing industry including, but not limited to, the following pursuits.

- a. To engage in public relations programs designed to create a better public understanding of the industry and to encourage greater use of the industry's services by owners and construction and service purchasers for the benefit of the general public.
- b. To cooperate with public officials and representatives of other organizations on all matters of mutual interest affecting the construction industry.
- c. To foster and promote better Employer/employee relationships and to strive for optimum efficiency and workmanship in construction methods.
- d. To foster and provide for the education and training of supervisory and managerial personnel.
- e. To promote research and experimentation concerned with improving existing construction methods and developing, testing and promoting new construction materials and/or modes of construction.
- f. To promote safety in the plumbing contracting industry by developing programs and activities directed at assisting, technically or otherwise, architects, engineers, specification writers, general contractors, and governmental authorities and agencies, in the formulation or improvement of federal, state, and municipal regulations and other technical and safety programs having as their object the safe, adequate and improved quality of plumbing contractors' service to the public.

- g. To support the activities and programs of the PCA including collective bargaining and related matters.
- h. To foster and promote compliance with all laws, regulations, and orders concerning affirmative action and equal opportunity for employment.
- i. To engage in all other acts consistent with the purposes and terms of this Agreement and with the laws of the State of Illinois.
- j. No part of the Industry Funds shall be used for any purpose which tends to restrain or limit competition.
- k. To support public officials who support legislation beneficial to Plumbing Contractors.

The parties agree that since the Plumbing Council is an industry fund, proposals related to it are permissive subjects of bargaining. While the PCA has agreed that the "pursuits" of the Plumbing Council, as described in the Plumbing Council By-Laws adopted January 12, 2016, are to be included in the Collective Bargaining Agreement, that inclusion should not be construed as a waiver of the PCA's position that this entire subject is "permissive" and should not be construed as any restriction on the Plumbing Council's right to interpret, amend or change its By-Laws including the "pursuits" recited therein.

Any amendment, change, or alteration of the existing Plumbing Council By-Laws adopted January 12, 2016 including "the pursuits" recited therein will not in any way alter, amend, change or affect the provisions of Section 9.4, par. 3 of the Collective Bargaining Agreement for the term of this Agreement.

SECTION 9.5 Group Legal Plan. Effective June 1, 2014, the Group Legal Services Plan was terminated. The 64¢ per hour employer contributions was allocated to the Retirement Savings Plan (Pension Defined Contribution Plan), as designated by the Union.

SECTION 9.6 Industry Advancement Fund. The Union agrees to Management's participation in industry advancement funds and will participate as a partner in proposed industry dialogues.

SECTION 9.7 Non-Deduction from Wages.

- a. Contributions provided under Sections 9.1, 9.2, 9.3 and 9.4 shall not be deducted from the wages of the employees.
- b. Effective as of the dates set forth in Appendix C of this Agreement, each Employer will contribute the sums per hour set forth or to be determined in the manner set forth in Appendix C for each hour worked excluding time spent in training or education required by the Employer with prior approval of the Joint Arbitration Board by and on behalf of each employee covered by this Agreement.

SECTION 9.8 Contribution and Deduction Due Dates. Except as provided in Section 6.8 for an Employer who is unable to obtain a bond or irrevocable letter of credit, all contributions and deductions provided for in this Agreement are due the first (1st) day of the month following the month for which they are owed. However, contributions and deductions received by the Benefit Funds by the fifteenth (15th) day of that month will not be subject to interest and liquidated damage charges (e.g. contributions and deductions for the month of June are due July 1, but can be paid up to July 15 without incurring interest and/or liquidated damage charges). An Employer who fails to make such contributions and deductions by the 15th day of the month in which they are due, shall pay, in addition to the actual delinquent amounts, interest thereon beginning with the due date at the rate of a minimum of eight percent (8%) per annum or Prime plus three percent (3%) whichever is higher and liquidated damages in the amount of eight percent (8%) on the cumulative outstanding balance due. The costs of administration and collection are inherently difficult to predict. Therefore, the parties understand and agree that the liquidated damages and interest provided herein are reasonable estimates of those costs and not penalties. The delinquent Employer shall also be responsible for any employee's claim for Welfare benefits arising during the period of such delinquency.

If discovered that prior contributions or deductions have not been in accordance with the terms of this Agreement, the Employer advised of the discrepancy shall remit the amounts due plus the above described interest and liquidated damages.

The provisions for interest, liquidated damages, reimbursement of litigation costs, strikes, picketing and/or other remedies set forth herein and available to the Union and/or Trustees of the various Funds in the event of an Employer's breach of any obligation under this Section 9.8 and Sections 9.1, 9.2, 9.3, 9.4, 9.7, and 9.9 of this Article IX, and Sections 6.4, 6.5, and 6.6, of Article VI are cumulative and are not intended to serve and shall not serve as a substitute for or in any way limit any other remedies or relief which also may be available to the Union and/or the Trustees

under this Agreement or under any Illinois or federal law. Further, the Union's failure to exercise its rights to withdraw its members from the employ of, to picket, strike or take other lawful economic action against any Employer who violates this Section 9.8 or Sections 9.1, 9.2, 9.3, 9.4, 9.7 and 9.9 of this Article IX or Sections 6.4, 6.5, and 6.6, of Article VI, shall not be deemed a waiver on the part of the Union to exercise such right or award such remedy, respectively, in the case of any such subsequent violations by the same Employer or another Employer.

Upon five (5) days written notice by Certified Mail the Union shall have the right to withdraw its members from the employ of, to picket and/or to take other lawful action against any Employer who fails to make the required benefit contributions and/or deductions as required by this Agreement. Any employee who loses time from work because of the failure of his Employer to pay said fringe benefit contributions and/or deductions as required by this Agreement, shall be reimbursed by the Employer for up to twenty-four (24) hours wages lost at straight time pay by reason of any strike or other action taken by the Union under this Section. Such withdrawal of employees, picketing and/or other lawful economic action shall not be considered a violation of this Agreement on the part of the Union and shall not be subject to arbitration.

In the event an Employer shall default in the payment of any contributions or deductions provided for by the terms of this Agreement, it shall be considered the same as failure to pay wages.

SECTION 9.9 Employer Recording. Each Employer shall file with the Benefit Funds on a reporting form to be devised by the Funds (breakdown and monetary allocations provided by the union), on or before the due date for the remittance of contributions and deductions, an itemization of the money payments required to be paid by the Employer covered by said report under the terms of this Agreement. The Fringe Benefit Funds shall have the right to inspect Employer's payroll records as well as the other records described in Section 1.6 of this Agreement, for the purpose of determining whether the Employer is complying with the provisions of this Agreement relating to Fringe Benefit Fund contributions being paid. The Employer shall make such books and records available at reasonable business times and hours, at the option of the Fringe Benefit Funds, to a representative of a certified public accountant designated by the Benefit Funds. The Employer shall retain payroll records including but not limited to time sheets for a period of ten (10) years. The Union shall have the right upon two (2) days written notice by Certified Mail to withdraw its members from the employ of, to picket and/or to take other lawful economic action against any Employer in order to compel the Employer to make such books and records available. If employees are withdrawn from any job or if the Union

strikes in order to compel an Employer to make such books and records available, the employees who are affected by such stoppage of work shall be paid for up to twenty-four (24) hours wages lost at straight time pay. Such withdrawal of employees picketing and/or other lawful economic action to compel an Employer to make his books and records available shall not be considered a violation of this Agreement on the part of the Union and it shall not be a subject of arbitration.

Employer shall file with the Union on a reporting form to be devised by the Union, on or before the due date for the remittance of union dues deductions, an itemization of the payments required to be paid by the Employer covered by said report under the terms of this Agreement. The Union shall have the right to inspect Employer's payroll records for the purpose of determining whether the Employer is complying with the provisions of this Agreement relating to the contract rate of wages and union dues deductions being paid. The Employer shall make such books and records available at reasonable business times and hours, to the Union. The Union shall have the right upon two (2) days written notice by Certified Mail to withdraw its members from the employ of, to picket and/or to take other lawful economic action against any Employer in order to compel the Employer to make such books and records available. If employees are withdrawn from any job or if the Union strikes in order to compel an Employer to make such books and records available, the employees who are affected by such stoppage of work shall be paid for up to twenty-four (24) hours wages lost at straight time pay. Such withdrawal of employees picketing and/or other lawful economic action to compel an Employer to make his books and records available shall not be considered a violation of this Agreement on the part of the Union and it shall not be a subject of arbitration.

ARTICLE X HIRING

Each member shall request a referral slip from the Local Union office when changing jobs and present same to his new Employer. If a member does not obtain said referral slip, he may be cited before the Executive Board of the Union. The Employer may be held responsible to the Joint Arbitration Board for anyone he hires and puts to work without a referral slip. The Union shall refer applicants for employment according to the following minimum standards:

1. The selection of applicants for referral to any job shall be on a nondiscriminatory basis and shall not be based on or in any way affected by the applicant's race, color, religion, creed, sex, national origin, age, marital status, disability or unfavorable discharge from military service in accordance with relevant Illinois, local, and federal law.

2. The Employer shall have the sole and exclusive right of accepting or rejecting applicants for work and need not give preference or priority to applicants referred by the Union.
3. The selection, hiring, supervision and training of all apprentices shall be subject to the rules and control of the Plumbers' Joint Apprenticeship Committee LU 130 UA, and further shall be subject to the Provision of Article X, Paragraph 1 of this Agreement.
4. All referral slips must contain the following information:
 - a. The employee's name, United Association number, the last four digits of the social security number, plumbing license number (if applicable), address, telephone numbers, and e-mail address (if available);
 - b. The employee's certifications, i.e., the required four (4) hours of Illinois or Chicago-approved Continued Education (CE) credit each year, OSHA, HAZCOM, competent person, safety course, cross connection and backflow license, etc.;
 - c. The Employer's name, address, telephone number, the location, date and time to report, and whom to contact at that location.
 - d. A copy of the referral slip must be signed by the employee and a copy of the referral slip will be provided to the Employer.

NOTE: The Plumbing Council of Greater Chicago and the PCA will notify all contractors of the requirement of requesting a referral slip from all new hires. This requirement will also be a subject of discussion at an All Industry meeting.

5. When the Union does not furnish qualified persons within forty-eight (48) hours (Saturdays, Sundays and holidays excluded) of the initial request, the Employer shall be free to obtain people from any source. In doing so the Employer shall be permitted to hire persons. It is understood that preference for such employment shall be given to journeymen with previous experience in the plumbing industry.

ARTICLE XI ON THE JOB INJURIES

Employees covered by this Agreement who, as a result of injuries received on the job, are required to obtain medical aid for such injuries, shall be reimbursed for said time spent in obtaining medical aid. If the Employer's doctor or Employer's insurance company doctor makes available to the injured employee evening or non-working hours for further aid or treatment of an injury, which will not cause a loss of regular work time, then said employee shall arrange to have all further visits to the doctor scheduled for non-working hours.

ARTICLE XII INDUSTRY COMMITTEE

The parties hereto agree that it is in the mutual interest of those engaged in the plumbing industry to have a formal mechanism to deal with issues which concern the industry and which affect the interests of the Employers and Union and employees represented by the Union who are parties to, bound by or covered by this Agreement. Therefore, the parties hereto agree to establish an All Industry Committee to meet, discuss and deal with such issues. Said Committee shall be composed of the President of the PCA; two (2) members appointed by the President of the PCA who shall be Employers and who shall serve in an advisory capacity to the Plumbing Council of Greater Chicago; the Union's Business Manager; and three (3) members appointed by the Business Manager from among the officers of the Union. Co-Chairmen shall be elected (one Labor and one Management) from the designated members of the Committee. The Committee shall meet from time to time as determined by the Co-Chairmen.

All meeting expenses and costs shall be shared equally by the PCA and the Union. The expenses and costs incurred by either the PCA or the Union in connection with any action or undertaking by those respective parties related to or arising out of any matter considered by the Committee shall be borne by the party taking such action.

ARTICLE XIII JURISDICTIONAL DISPUTES

The Employer and Union agree that in the event of any jurisdictional dispute between the Union and another labor organization bound by the Standard Agreement establishing the Joint Conference Board of the Construction Employers' Association and the Chicago and Cook County Building Trades Council with respect to any work

at or related to any site or project within Cook County, Illinois at which the Employer is engaged or is to be engaged as a contractor or a subcontractor or to perform any work, said dispute shall be submitted to said Joint Conference Board for final and binding resolution pursuant to said Standard Agreement and the Board's procedures there under. The Employer and Union agree to be bound by the procedures and decision of the Joint Conference Board with respect to any such dispute in accordance with said procedures.

ARTICLE XIV SUCCESSORS AND ASSIGNS

SECTION 14.1. Employer Entities Bound. This Agreement is binding upon the Employer regardless of whether he or it changes the name or address of his or its business and upon any other business entity within the trade and territorial jurisdiction of the Union which is owned, managed, controlled and/or operated by the Employer or its principals or any of them. This paragraph is intended to apply to the scope of work covered by this Agreement and shall not be construed as adding to the scope of such work.

SECTION 14.2. Successors and Assigns. This Agreement shall be equally binding on the Employer and its successors and assigns and it is the intent of the parties that this Agreement shall remain in effect for its full term and bind the successors of the respective parties. In furtherance of this intent, it is agreed that in the event of any sale, merger, acquisition, consolidation or any other transfer of the Employer's business, the Employer shall make it a condition of such transfer and the agreement by which any such transfer is accomplished shall provide that the transferee shall be bound by the terms of this Agreement. The Employer shall give the Union written notice of any such transfer at least ten (10) days prior to the closing date thereof and specifically advise the Union in said notice that the provisions of this Article have been complied with.

ARTICLE XV ANNUAL REOPENERS

ARTICLE XV HAS BEEN INTENTIONALLY LEFT BLANK

ARTICLE XVI SEPARABLE PROVISIONS

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the end that in the event that any clause or clauses shall be specifically and finally determined to be in violation of any Illinois or federal law, then in such event such clause or clauses only, to the extent only that any may be so in violation, shall be deemed of no force and effect and unenforceable upon written notice of such invalidity from one party to the other, without such invalidity impairing the validity and enforceability of the rest of the Agreement including any and all provisions in the remainder of any clause, sentence or paragraph in which the language determined to be invalid may appear. In the event of such invalidity and notice thereof, the parties shall meet promptly at the request of either party to negotiate mutually acceptable substitute language. If the parties are unable to agree on such substitute language, either party shall be permitted to exercise all legal and lawful economic recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

ARTICLE XVII SERVICE & MAINTENANCE AGREEMENT

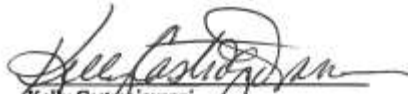
The Agreement recognizes that there exists a Plumbing Service & Maintenance Area Agreement, the Plumbers Local Union 130 UA Service & Maintenance Agreement. Whenever the terms of this Agreement shall conflict with the terms of the Service & Maintenance Agreement, the terms of the Service & Maintenance Agreement shall control.

ARTICLE XVIII DURATION OF AGREEMENT

The Collective Bargaining Agreement between the Plumbers Local Union 130 UA and the PCA shall be in effect between June 1, 2024 through May 31, 2028, and thereafter for successive yearly periods, unless written notice to terminate or with its intention to modify the Agreement is received, by certified mail- return receipt requested, no more than ninety (90) days but no less than sixty (60) days prior to the expiration date of any such then current Collective Bargaining Agreement.

This Agreement is hereby executed as of the 1st day of June 2024.

PCA of Greater Chicago


Kelly Castrogiovanni
Co-Chairman of Labor Relations Committee
President, PCA of Greater Chicago


Mike Kerrigan
Co-Chairman of Labor Relations Committee

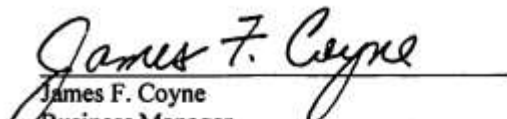

John Baethke
Labor Relations Committee

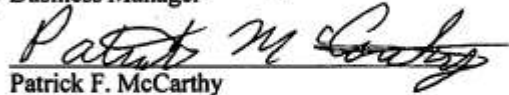

Brian Kennedy
Labor Relations Committee

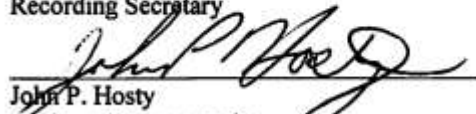

Paul Aleck
Labor Relations Committee


S.J. Peters
Labor Relations Committee

PLUMBERS LOCAL UNION 130 UA


James F. Coyne
Business Manager


Patrick F. McCarthy
Recording Secretary


John P. Hosty
Business Representative


Michael E. Shea
Business Representative


Patrick C. Brooks
Lead Organizers/Business Representative

APPENDIX A

OCCUPATIONAL JURISDICTION

Plumbers Local 130 UA will aid and assist all Local 130 signatory contractors in any and all jurisdictional disputes that arise over work included in the jurisdiction list.

The following shall constitute the occupational jurisdiction of work of the Union:

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 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 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., as 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 lining (including lead lining) for X-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flanges in connection with the plumbing industry.
11. All fire stand pipes, fire pumps, pressure and storage tanks, valves, hoseracks, 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 motorcars, 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 and 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 accessories and parts of burners and stokers, etc.
26. All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.
27. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, and mixing devices, and piping thereto of every description.
28. The setting and 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. All piping and accessories for residential and multi-purpose fire sprinkler systems.

30. All piping for sterilizing, chemical treatment, deodorizing and all cleaning systems of every description and laundries for all purposes.
31. All piping for oil or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.
32. All piping for power, or heating purposes, either by water, air, steam, gas, oil, 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, dehumidifying, 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 distribution 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 and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduits and boxes used in connection with the 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 plumbing industry.
44. Laying out, cutting, bending and fabricating of all pipework 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 Plumbing Industry, including, but not limited to, forklifts, end loaders, winch trucks, A- frames and hoists, drill rigs, backhoes, skid steers, power shovels, trench hoes, tuggers, tampers and generators, provided these engines and equipment are used in conjunction with the other work covered by this Agreement as a time- saving device.
48. The operation, maintenance, repairing, servicing and dismantling of all work installed by journeymen under this Agreement.
49. All piping for cataracts, cascades, i.e., (artificial water falls), make-up water fountains, captured waters, water towers, cooling towers, and spray ponds, used for industrial, manufacturing, commercial, or any other purpose.
50. Piping herein specified means pipe made from metals, tile, glass, rubber, plastic, wood, or any other kind of material or product manufactured into pipe, usable in the plumbing industry, regardless of size or shape.
51. The installation and testing of backflow preventors.
52. All Sustainable piping systems of every description. Not limited to the collection and use of greywater, rainwater/storm water, recycled water, reclaimed water, Black water, and any type of non-potable water, pipe fittings, basins, cisterns, equipment, pumps, tanks, filters, screens, sanitizing, controls and appurtenances, etc., new construction, alteration, repair and maintenance.
53. All field layout, locating of plumbing, superintending, installation, maintenance and repair with respect to plumbing. Not limited to the use of robotic total stations or other similar equipment to locate and lay out all plumbing systems within the building.

APPENDIX B FLEXIBLE WORKDAY AND WORKWEEK

Except as specifically permitted under the following provisions of this Appendix B governing flexible workdays and the flexible workweek, employees covered by the Agreement to which this Appendix B is attached shall work the standard workday and standard workweek at the straight time rates and be paid for overtime work at the overtime rates as provided in Section 5.2 of the Agreement.

1. Only Employers who employ apprentice plumbers may be permitted to utilize a flexible workday or a flexible workweek. An adequate quantity of competent apprentices are available through the Joint Apprenticeship Committee.
2. The flexible workday and flexible workweek are not permitted for any work done on a contract basis. They are permitted only under the terms further specified herein below for residential, commercial or industrial jobbing repair and/or service work billed to the customer on an hourly basis.
3. No employee may be scheduled for or required to work more than eight (8) flexible hours in any workweek.
4. The flexible workday, Monday through Friday, consists of up to eight (8) consecutive hours between 6:00 A.M. and 8:30 P.M., exclusive of a one-half (1/2) hour unpaid meal break to be taken no later than five (5) hours after the employee's starting time; provided, however, that in no event may such a flexible workday start later than 12:00 P.M. (noon). The pay rate for flexible hours worked before the regular starting time for the Employer's shop (i.e. 6:00 A.M. or 9:00 A.M.) and after the regular quitting time (i.e. 2:30 P.M. or 5:30 P.M.) shall be the regular straight time hourly rate plus fifteen percent (15%). All hours worked on such days in excess of eight (8) hours shall be paid at one and one-half (1-1/2) times the regular straight time hourly rate.
5. Eligible Employers may schedule Saturdays as a regular fifth (5th) flexible workday in any workweek for jobbing repair and/or service work. In such cases, the Saturday flexible workday shall consist of the hours between 8:00 A.M. and 4:30 P.M., exclusive of a one-half (1/2) hour unpaid lunch break taken no later than five (5) hours after the

starting time. Employees who are required to work Saturdays as a flexible fifth (5th) workday and who are required to perform residential jobbing repair and/or service work in a residential building of no more than three (3) stories on such day shall be paid at their regular straight time hourly rate for such fifth (5th) day for such work between the hours of 8:00A.M. and 4:30 P.M.

6. Employees who are required to perform any commercial or industrial jobbing repair and/or service work or to perform jobbing repair and/or service work in a residential structure of more than three (3) stories during such hours on Saturdays shall be paid at their regular straight time hourly rate plus fifteen percent (15%) for all such hours. All jobbing repair and/or service work performed on such Saturdays before 8:00 A.M. or after 4:30 P.M. shall be paid for at one and one-half (1-1/2) times the regular hourly rate. Such Saturdays cannot be used as a make-up day. All work for which flexible time is permitted by this Appendix "B" to be performed on Sunday or a legal holiday identified as such in the Agreement shall be paid at double time.

7. **COMPRESSED WORK SCHEDULE.** Following written notice to the Union, Employer may schedule the regular work week in a compressed work schedule of four (4) consecutive ten (10) hour days at straight time rates provided the four (4) ten (10) hour work days exclusive of a one-half (1/2) hours unpaid meal break to be taken no later than five (5) hours after the employee's starting time are scheduled during the period Monday through Thursday or Tuesday through Friday and are worked within the starting times of 6:00 A.M. to 10:00 A.M. and corresponding quitting times 4:30 P.M. to 8:30 P.M. In no event will a compressed schedule work day start later than 10:00 A.M.

The overtime rate for hours in excess of ten (10) in a day on a compressed work week schedule shall be paid at time and one half (1 and 1/2) times the regular straight time hourly rate.

8. **COMPRESSED WORK SCHEDULE.** Make up day conditions will be on a voluntary basis. Employers properly adopting such work schedules may schedule Friday (on a Monday – Thursday work week) or Saturday (on a Tuesday – Friday work week) as a fourth make up day in the work week subject to the above work hour restrictions above in Paragraph 6.

Employees who work a Friday or Saturday as a fourth make up day shall be paid straight time hourly rates for the fourth day make up day work scheduled during regular working hours.

All work to be performed under a compressed work schedule on a Sunday or legal holiday identified in this Agreement (Section 5.4) shall be paid at double the applicable rate of pay.

Both the Employer and the employee(s) must agree to adopt the compressed work week option for the four (4) – ten (10) schedule.

The above compressed work week schedule excludes Prevailing Wage or Davis-Bacon work, unless allowed through a Project Labor Agreement or similar agreement.

APPENDIX C

WAGE RATES AND FRINGE BENEFITS AND PAYROLL DEDUCTIONS

The following hourly wage, fringe benefit contributions and payroll deductions rates shall be in effect as of
June 1, 2024 through May 31, 2025

	WAGES	Contributions						Payroll Deductions			
		Welfare	Retiree Welfare	Pension	Pension DC	JAC ²	Plumbing Council IF ³	Dues Check-off	Target	Building	PAC
Journeyman	\$ 58.55	\$ 15.75	\$ 2.00	\$ 13.04	\$ 4.70	\$ 1.83	\$ 0.26	\$ 2.05	\$ 1.15	\$ 0.70	\$ 0.10
Sub-Foremen	\$ 60.30	\$ 15.75	\$ 2.00	\$ 13.04	\$ 4.70	\$ 1.83	\$ 0.26	\$ 2.05	\$ 1.15	\$ 0.70	\$ 0.10
3% over BT Journeyman Rate											
Foremen & Inspectors	\$ 62.05	\$ 15.75	\$ 2.00	\$ 13.04	\$ 4.70	\$ 1.83	\$ 0.26	\$ 2.05	\$ 1.15	\$ 0.70	\$ 0.10
6% over BT Journeyman Rate (Supervising 4 or more men)											
Superintendents or District Foremen	\$ 63.25	\$ 15.75	\$ 2.00	\$ 13.04	\$ 4.70	\$ 1.83	\$ 0.26	\$ 2.05	\$ 1.15	\$ 0.70	\$ 0.10
8% over BT Journeyman Rate (Supervising 19 or more men)											
District Superintendents	\$ 67.05	\$ 15.75	\$ 2.00	\$ 13.04	\$ 4.70	\$ 1.83	\$ 0.26	\$ 2.05	\$ 1.15	\$ 0.70	\$ 0.10
at least 6% above Superintendent's Rate											
Apprentices											
1st Six Months ¹	\$ 19.90	\$ 10.75	\$ -	\$ -	\$ -	\$ 1.83	n/a	\$ 0.70	\$ 1.15	\$ 0.70	\$ 0.10
2nd Six Months ¹	\$ 21.65	\$ 10.75	\$ -	\$ -	\$ -	\$ 1.83	n/a	\$ 0.76	\$ 1.15	\$ 0.70	\$ 0.10
2nd Year ¹	\$ 25.75	\$ 10.75	\$ -	\$ 8.04	\$ 3.95	\$ 1.83	n/a	\$ 0.90	\$ 1.15	\$ 0.70	\$ 0.10
3rd Year ¹	\$ 29.25	\$ 10.75	\$ -	\$ 8.04	\$ 3.95	\$ 1.83	n/a	\$ 1.02	\$ 1.15	\$ 0.70	\$ 0.10
4th Year	\$ 38.65	\$ 15.75	\$ -	\$ 13.04	\$ 3.95	\$ 1.83	\$ 0.26	\$ 1.35	\$ 1.15	\$ 0.70	\$ 0.10
5th Year	\$ 43.90	\$ 15.75	\$ -	\$ 13.04	\$ 3.95	\$ 1.83	\$ 0.26	\$ 1.54	\$ 1.15	\$ 0.70	\$ 0.10
Metal Trades Journeymen											
MO 1st 3 Months	\$ 19.90	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
M1 4th - 12th months	\$ 21.65	\$ 15.75	\$ 2.00	\$ 13.04	\$ 4.70	\$ 1.83	\$ 0.26	\$ 0.76	\$ 1.15	\$ 0.70	\$ 0.10
M2 2nd Year	\$ 25.75	\$ 15.75	\$ 2.00	\$ 13.04	\$ 4.70	\$ 1.83	\$ 0.26	\$ 0.90	\$ 1.15	\$ 0.70	\$ 0.10
M3 3rd Year	\$ 29.25	\$ 15.75	\$ 2.00	\$ 13.04	\$ 4.70	\$ 1.83	\$ 0.26	\$ 1.02	\$ 1.15	\$ 0.70	\$ 0.10
M4 4th Year	\$ 38.65	\$ 15.75	\$ 2.00	\$ 13.04	\$ 4.70	\$ 1.83	\$ 0.26	\$ 1.35	\$ 1.15	\$ 0.70	\$ 0.10
M6 5th Year	\$ 43.90	\$ 15.75	\$ 2.00	\$ 13.04	\$ 4.70	\$ 1.83	\$ 0.26	\$ 1.54	\$ 1.15	\$ 0.70	\$ 0.10
M7 5th Year +	\$ 49.75	\$ 15.75	\$ 2.00	\$ 13.04	\$ 4.70	\$ 1.83	\$ 0.26	\$ 1.74	\$ 1.15	\$ 0.70	\$ 0.10
Metal Trades (Mc, Md, Me)											
Note: Md & Me Classifications Pay UA Per Capita Only⁴											
Mc (0-3 months)	\$ 15.20	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Md (4 - 12 months)	\$ 15.20	\$ 10.75	n/a	n/a	\$ 4.70	n/a	\$ 0.26	⁴	\$ 1.15	\$ 0.70	\$ 0.10
Me (year 2)	\$ 17.55	\$ 10.75	n/a	n/a	\$ 4.70	n/a	\$ 0.26	⁴	\$ 1.15	\$ 0.70	\$ 0.10
JDU Utility	\$ 52.70	\$ 15.75	\$ 2.00	\$ 13.04	\$ 4.70	\$ 1.83	\$ 0.26	\$ 1.84	\$ 1.15	\$ 0.70	\$ 0.10
Irrigation											
I0 1st Year	\$ 14.65	n/a	n/a	n/a	n/a	n/a	n/a	\$ 0.51	n/a	n/a	n/a
I1 2nd Year	\$ 20.50	\$ 5.60	\$ 1.93	\$ 2.55	\$ 4.70	\$ 1.83	\$ 0.26	\$ 0.72	\$ 1.15	\$ 0.70	\$ 0.10
I2 3rd Year	\$ 29.25	\$ 5.60	\$ 1.93	\$ 2.55	\$ 4.70	\$ 1.83	\$ 0.26	\$ 1.02	\$ 1.15	\$ 0.70	\$ 0.10
I3 4th Year	\$ 42.75	\$ 5.60	\$ 1.93	\$ 3.05	\$ 4.70	\$ 1.83	\$ 0.26	\$ 1.50	\$ 1.15	\$ 0.70	\$ 0.10
I6 Service Plumber	\$ 49.75	\$ 15.75	\$ 2.00	\$ 13.04	\$ 4.70	\$ 1.83	\$ 0.26	\$ 1.74	\$ 1.15	\$ 0.70	\$ 0.10
CORING											
CO Coring A	\$ 58.55	\$ 15.75	\$ 2.00	\$ 13.04	\$ 4.70	\$ 1.83	\$ 0.26	\$ 2.05	\$ 1.15	\$ 0.70	\$ 0.10
C1 Coring B	\$ 49.75	\$ 15.75	\$ 2.00	\$ 13.04	\$ 4.70	\$ 1.83	\$ 0.26	\$ 1.74	\$ 1.15	\$ 0.70	\$ 0.10

¹ No employer contributions required on apprentices while attending assigned school day. **All payroll deductions are required.**

² Includes \$0.10 per hour Direct Contribution to the U.A. International Training Fund; Includes \$0.54 per hour Direct Contribution to the JAC Building Fund.

³ Expenses for the Drug Free Alliance are provided by the PCA Industry Fund (Plumbing Council). The PCA Industry Fund rate has been adjusted to \$0.26 effective June 1 2023.

⁴ U.A. Per Capita Dues (\$32.00 per month, paid by the member).

This is the first year of the four-year 2024-2028 Collective Bargaining Agreement.

2024-2028 Economic Increases	
6/1/2024-5/31/2025	\$3.05
6/1/2025-5/31/2026	\$3.65
6/1/2026-5/31/2027	\$3.50
6/1/2027-5/31/2028	\$3.50
Total 4 Year Increases	\$13.70

Apprentice economic package increases effective June 1, 2024 will be determined by a percentage of the Journeymen rate. An apprentice with a minimum of 4 ½ years credit who has successfully obtained the City of Chicago or State of Illinois plumbers license shall be paid the then current journeymen rate. These increases for journeymen and apprentices are to be allocated in a manner to be determined by Plumbers Local Union 130 UA in its sole and exclusive discretion. Local 130 will timely notify each signatory Employer of its determination concerning the allocation.

IMPORTANT INFORMATION

APPENDIX D ALCOHOL AND DRUG PROGRAM

Modified and approved in conjunction with CBA as of June 1, 2024

PLUMBING INDUSTRY DRUG FREE ALLIANCE
PROGRAM ADMINISTERED BY SCREENSAFE, INC
PO BOX 2189, JOLIET, ILLINOIS 60434
1-815-676-2200
E-mail:

ScreenSafeInc@screensafeinc.com

SEE SUPPLEMENT BOOK

APPENDIX E UNITED ASSOCIATION STANDARD OF EXCELLENCE

SEE APPENDIX E SUPPLEMENT BOOK

NOTES

EXHIBIT B

APPENDIX C**WAGE RATES AND FRINGE BENEFITS AND PAYROLL DEDUCTIONS**

The following hourly wage, fringe benefit contributions and payroll deductions rates shall be in effect as of
June 1, 2026 through May 31, 2027

	WAGES	Contributions						Payroll Deductions			
		Welfare	Retiree Welfare	Pension	DC	JAC ²	Plumbing Council IF ³	Dues Check-off	Target	Building	PAC
Journeyman	\$ 62.00	\$ 18.15	\$ 2.70	\$ 12.00	\$ 6.00	\$ 2.17	\$ 0.26	\$ 2.17	\$ 1.15	\$ 0.70	\$ 0.10
Sub-Foremen	\$ 63.85	\$ 18.15	\$ 2.70	\$ 12.00	\$ 6.00	\$ 2.17	\$ 0.26	\$ 2.17	\$ 1.15	\$ 0.70	\$ 0.10
3% over BT Journeyman Rate											
Foremen & Inspectors	\$ 65.70	\$ 18.15	\$ 2.70	\$ 12.00	\$ 6.00	\$ 2.17	\$ 0.26	\$ 2.17	\$ 1.15	\$ 0.70	\$ 0.10
6% over BT Journeyman Rate (Supervising 4 or more men)											
Superintendents or District Foremen	\$ 66.95	\$ 18.15	\$ 2.70	\$ 12.00	\$ 6.00	\$ 2.17	\$ 0.26	\$ 2.17	\$ 1.15	\$ 0.70	\$ 0.10
8% over BT Journeyman Rate (Supervising 19 or more men)											
District Superintendents	\$ 70.95	\$ 18.15	\$ 2.70	\$ 12.00	\$ 6.00	\$ 2.17	\$ 0.26	\$ 2.17	\$ 1.15	\$ 0.70	\$ 0.10
at least 6% above Superintendent's Rate											
Apprentices											
1st Six Months ¹	\$ 21.10	\$ 13.15	\$ -	\$ -	\$ -	\$ 2.17	n/a	\$ 0.74	\$ 1.15	\$ 0.70	\$ 0.10
2nd Six Months ¹	\$ 22.95	\$ 13.15	\$ -	\$ -	\$ -	\$ 2.17	n/a	\$ 0.80	\$ 1.15	\$ 0.70	\$ 0.10
2nd Year ¹	\$ 27.30	\$ 13.15	\$ -	\$ 7.00	\$ 5.25	\$ 2.17	n/a	\$ 0.96	\$ 1.15	\$ 0.70	\$ 0.10
3rd Year ¹	\$ 31.00	\$ 13.15	\$ -	\$ 7.00	\$ 5.25	\$ 2.17	n/a	\$ 1.09	\$ 1.15	\$ 0.70	\$ 0.10
4th Year	\$ 40.90	\$ 18.15	\$ -	\$ 12.00	\$ 5.25	\$ 2.17	\$ 0.26	\$ 1.43	\$ 1.15	\$ 0.70	\$ 0.10
5th Year	\$ 46.50	\$ 18.15	\$ -	\$ 12.00	\$ 5.25	\$ 2.17	\$ 0.26	\$ 1.63	\$ 1.15	\$ 0.70	\$ 0.10
Metal Trades Journeymen											
MO 1st 3 Months	\$ 21.10	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
M1 4th - 12th months	\$ 22.95	\$ 18.15	\$ 2.70	\$ 12.00	\$ 6.00	\$ 2.17	\$ 0.26	\$ 0.80	\$ 1.15	\$ 0.70	\$ 0.10
M2 2nd Year	\$ 27.30	\$ 18.15	\$ 2.70	\$ 12.00	\$ 6.00	\$ 2.17	\$ 0.26	\$ 0.96	\$ 1.15	\$ 0.70	\$ 0.10
M3 3rd Year	\$ 31.00	\$ 18.15	\$ 2.70	\$ 12.00	\$ 6.00	\$ 2.17	\$ 0.26	\$ 1.09	\$ 1.15	\$ 0.70	\$ 0.10
M4 4th Year	\$ 40.90	\$ 18.15	\$ 2.70	\$ 12.00	\$ 6.00	\$ 2.17	\$ 0.26	\$ 1.43	\$ 1.15	\$ 0.70	\$ 0.10
M6 5th Year	\$ 46.50	\$ 18.15	\$ 2.70	\$ 12.00	\$ 6.00	\$ 2.17	\$ 0.26	\$ 1.63	\$ 1.15	\$ 0.70	\$ 0.10
M7 5th Year +	\$ 52.70	\$ 18.15	\$ 2.70	\$ 12.00	\$ 6.00	\$ 2.17	\$ 0.26	\$ 1.84	\$ 1.15	\$ 0.70	\$ 0.10
Metal Trades (Mc, Md, Me)											
Note: Md & Me Classifications Pay UA Per Capita Only⁴											
Mc (0-3 months)	\$ 16.10	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Md (4 - 12 months)	\$ 16.10	\$ 13.15	n/a	n/a	\$ 6.00	n/a	\$ 0.26	⁴	\$ 1.15	\$ 0.70	\$ 0.10
Me (year 2)	\$ 18.60	\$ 13.15	n/a	n/a	\$ 6.00	n/a	\$ 0.26	⁴	\$ 1.15	\$ 0.70	\$ 0.10
JDU Utility	\$ 55.80	\$ 18.15	\$ 2.70	\$ 12.00	\$ 6.00	\$ 2.17	\$ 0.26	\$ 1.95	\$ 1.15	\$ 0.70	\$ 0.10
Irrigation											
I0 1st Year	\$ 15.50	n/a	n/a	n/a	n/a	n/a	n/a	\$ 0.54	n/a	n/a	n/a
I1 2nd Year	\$ 21.70	\$ 5.60	\$ 1.93	\$ 2.55	\$ 6.00	\$ 2.17	\$ 0.26	\$ 0.76	\$ 1.15	\$ 0.70	\$ 0.10
I2 3rd Year	\$ 31.00	\$ 5.60	\$ 1.93	\$ 2.55	\$ 6.00	\$ 2.17	\$ 0.26	\$ 1.09	\$ 1.15	\$ 0.70	\$ 0.10
I3 4th Year	\$ 45.25	\$ 5.60	\$ 1.93	\$ 3.05	\$ 6.00	\$ 2.17	\$ 0.26	\$ 1.58	\$ 1.15	\$ 0.70	\$ 0.10
I6 Service Plumber	\$ 52.70	\$ 18.15	\$ 2.70	\$ 12.00	\$ 6.00	\$ 2.17	\$ 0.26	\$ 1.84	\$ 1.15	\$ 0.70	\$ 0.10
CORING											
CO Coring A	\$ 62.00	\$ 18.15	\$ 2.70	\$ 12.00	\$ 6.00	\$ 2.17	\$ 0.26	\$ 2.17	\$ 1.15	\$ 0.70	\$ 0.10
C1 Coring B	\$ 52.70	\$ 18.15	\$ 2.70	\$ 12.00	\$ 6.00	\$ 2.17	\$ 0.26	\$ 1.84	\$ 1.15	\$ 0.70	\$ 0.10

¹ No employer contributions required on apprentices while attending assigned school day. **All payroll deductions are required.**

² Includes \$0.10 per hour Direct Contribution to the U.A. International Training Fund; Includes \$0.66 per hour Direct Contribution to the JAC Building Fund.

³ Expenses for the Drug Free Alliance are provided by the PCA Industry Fund (Plumbing Council). The PCA Industry Fund rate will be \$0.26 effective June 1 2026.

⁴ U.A. Per Capita Dues (\$32.00 per month, paid by the member).

This is the third year of the four-year 2024-2028 Collective Bargaining Agreement.

2024-2028 Economic Increases	
6/1/2024-5/31/2025	\$3.05
6/1/2025-5/31/2026	\$3.65
6/1/2026-5/31/2027	\$3.50
6/1/2027-5/31/2028	\$3.50
Total 4 Year Increases	\$13.70

WAGE RATES AND FRINGE BENEFITS - EFFECTIVE JUNE 1, 2026
ZONE 2 KANKAKEE & IROQUOIS COUNTIES

The following hourly wage, fringe benefit contributions and payroll deductions rates shall be in effect as of
June 1, 2026 through May 31, 2027

WAGES	Contributions							Payroll Deductions			
	Welfare	Retiree Welfare	Pension	DC	JAC ²	Industry Fund ³		Dues Check-off	Target	Building	PAC
Journeyman \$ 56.75	\$ 17.75	\$ 2.30	\$ 12.00	\$ 5.55	\$ 2.17	\$ 0.26		\$ 1.99	\$ 1.15	\$ 0.70	\$ 0.10
Sub-Foremen \$ 58.45	\$ 17.75	\$ 2.30	\$ 12.00	\$ 5.55	\$ 2.17	\$ 0.26		\$ 1.99	\$ 1.15	\$ 0.70	\$ 0.10
3% over BT Journeyman Rate											
Foremen & Inspectors \$ 60.15	\$ 17.75	\$ 2.30	\$ 12.00	\$ 5.55	\$ 2.17	\$ 0.26		\$ 1.99	\$ 1.15	\$ 0.70	\$ 0.10
6% over BT Journeyman Rate (Supervising 4 or more men)											
Superintendents or District Foremen \$ 61.30	\$ 17.75	\$ 2.30	\$ 12.00	\$ 5.55	\$ 2.17	\$ 0.26		\$ 1.99	\$ 1.15	\$ 0.70	\$ 0.10
8% over BT Journeyman Rate (Supervising 19 or more men)											
District Superintendents \$ 65.00	\$ 17.75	\$ 2.30	\$ 12.00	\$ 5.55	\$ 2.17	\$ 0.26		\$ 1.99	\$ 1.15	\$ 0.70	\$ 0.10
at least 6% above Superintendent's Rate											
Apprentices											
1st Six Months ¹ \$ 19.30	\$ 12.75	\$ -	\$ -	\$ -	\$ 2.17	n/a		\$ 0.68	\$ 1.15	\$ 0.70	\$ 0.10
2nd Six Months ¹ \$ 21.00	\$ 12.75	\$ -	\$ -	\$ -	\$ 2.17	n/a		\$ 0.74	\$ 1.15	\$ 0.70	\$ 0.10
2nd Year ¹ \$ 24.95	\$ 12.75	\$ -	\$ 7.00	\$ 4.80	\$ 2.17	n/a		\$ 0.87	\$ 1.15	\$ 0.70	\$ 0.10
3rd Year ¹ \$ 28.40	\$ 12.75	\$ -	\$ 7.00	\$ 4.80	\$ 2.17	n/a		\$ 0.99	\$ 1.15	\$ 0.70	\$ 0.10
4th Year \$ 37.45	\$ 17.75	\$ -	\$ 12.00	\$ 4.80	\$ 2.17	\$ 0.26		\$ 1.31	\$ 1.15	\$ 0.70	\$ 0.10
5th Year \$ 42.55	\$ 17.75	\$ -	\$ 12.00	\$ 4.80	\$ 2.17	\$ 0.26		\$ 1.49	\$ 1.15	\$ 0.70	\$ 0.10
Metal Trades Journeyman											
MO 1st 3 Months \$ 19.30	n/a	n/a	n/a	n/a	n/a	n/a		n/a	n/a	n/a	n/a
M1 4th - 12th months \$ 21.00	\$ 17.75	\$ 2.30	\$ 12.00	\$ 5.55	\$ 2.17	\$ 0.26		\$ 0.74	\$ 1.15	\$ 0.70	\$ 0.10
M2 2nd Year \$ 24.95	\$ 17.75	\$ 2.30	\$ 12.00	\$ 5.55	\$ 2.17	\$ 0.26		\$ 0.87	\$ 1.15	\$ 0.70	\$ 0.10
M3 3rd Year \$ 28.40	\$ 17.75	\$ 2.30	\$ 12.00	\$ 5.55	\$ 2.17	\$ 0.26		\$ 0.99	\$ 1.15	\$ 0.70	\$ 0.10
M4 4th Year \$ 37.45	\$ 17.75	\$ 2.30	\$ 12.00	\$ 5.55	\$ 2.17	\$ 0.26		\$ 1.31	\$ 1.15	\$ 0.70	\$ 0.10
M6 5th Year \$ 42.55	\$ 17.75	\$ 2.30	\$ 12.00	\$ 5.55	\$ 2.17	\$ 0.26		\$ 1.49	\$ 1.15	\$ 0.70	\$ 0.10
M7 5th Year + \$ 48.25	\$ 17.75	\$ 2.30	\$ 12.00	\$ 5.55	\$ 2.17	\$ 0.26		\$ 1.69	\$ 1.15	\$ 0.70	\$ 0.10
Metal Trades (Mc, Md, Me)											
Mc (0-3 months) \$ 14.75	n/a	n/a	n/a	n/a	n/a	n/a		n/a	n/a	n/a	n/a
Md (4 - 12 months) \$ 14.75	\$ 12.75	n/a	n/a	\$ 5.55	n/a	\$ 0.26		⁴	\$ 1.15	\$ 0.70	\$ 0.10
Me (year 2) \$ 17.00	\$ 12.75	n/a	n/a	\$ 5.55	n/a	\$ 0.26		⁴	\$ 1.15	\$ 0.70	\$ 0.10
Note: Md & Me Classifications Pay UA Per Capita Only⁴											

¹ No employer contributions required on apprentices while attending assigned school day. **All payroll deductions are required.**

² Includes \$0.10 per hour Direct Contribution to the U.A. International Training Fund; Includes \$0.66 per hour Direct Contribution to the JAC Building Fund.

³ Expenses for the Drug Free Alliance are provided for in the Industry Fund. The K3 Industry Fund rate has been adjusted to \$0.26 effective June 1 2026.

⁴ U.A. Per Capita Dues (\$32.00 per month, paid by the member).

This is the third year of the four-year 2024-2028 Collective Bargaining Agreement

2024-2028 Economic Increases	
6/1/2024-5/31/2025	\$2.85
6/1/2025-5/31/2026	\$2.85
6/1/2026-5/31/2027	\$2.85
6/1/2027-5/31/2028	\$2.85
Total 4 Year Increases	\$11.40

EXHIBIT C

PREVAILING WAGE CERTIFICATION FORM

Illinois Department of Labor
900 South Spring Street
Springfield Illinois 62704

CIRCLE SOC. NO.

<u>SOC. NO.</u>	<u>TRADE</u>
8711	ASBESTOS ABT-MEC
8712	ASBESTOS ABT-GEN
6814	BOILERMAKER
6412	BRICK MASON
6422	CARPENTER
6463	CEMENT MASON
A025	CERAMIC TILE FINISHER
A001	COMMUNICATIONS TECHNICIAN
A002	COMMUNICATION SYSTEMS TECH
A003	COMMUNICATION ELECTRICIAN
6432	ELECTRICIAN
6433	ELECTRIC PWR LINEMAN
6434	ELECTRIC PWR GRNDMAN
8311	ELECTRIC PWR EQMT OP
8211	ELECTRIC PWR TRK DRV
6157	ELECTRONIC SYSTEM TECH
6176	ELEVATOR CONSTRUCTOR
6491	FENCE ERECTOR
A009	FLOOR LAYER
6464	GLAZIER
6465	HEAT/FROST INSULATOR
6471	IRON WORKER
8710	LABORER
A007	LABORER, SKILLED
6424	LATHER
6179	MACHINERY MOVER
6813	MACHINIST
6415	MARBLE MASON
A087	MARBLE FINISHER
A005	MATERIAL TESTER 1
A006	MATERIAL TESTER 2
6178	MILLWRIGHT
8310	OPERATING ENGINEER
6492	ORNAMENTAL IRON WORKER
6442	PAINTER
6445	PAINTER PWR EQMT
6446	PAINTER OVER 30 FT.
6863	PAINTER - SIGNS
6476	PILEDRIIVER
6444	PLASTERER
<u>6450</u>	<u>PLUMBER</u>
6451	PIPEFITTER
6468	ROOFER
6472	SHEETMETAL WORKER
6493	SIGN HANGER
6452	SPRINKLER FITTER
6473	STEEL ERECTOR
6413	STONE MASON
8217	TRAFFIC SAFETY WORKER
6481	TUCKPOINTER
6461	TERRAZZO MASON
A008	TERRAZZO FINISHER
6423	TILE LAYER
6414	TILE MASON
8210	TRUCK DRIVER

This form constitutes the official certification by the below listed organization of the wages and benefits paid to workers, laborers, and mechanics working on Public Works Jobs and who are covered by collective bargaining agreements with the certifying organization. Rates or benefits paid on private/Non-Public Works jobs as defined by statute should not be included. As a courtesy please attach a copy of any collective bargaining agreement covering the workers and if there is an employer association, please identify same and provide contact information and have the association confirm the information provided by signing the sheet. Please indicate on reverse side counties where wages and benefits were paid and are applicable to this certification.

CERTIFYING
ORGANIZATION Plumbers Local 130 UA LOCAL # 130

ADDRESS 1340 W. Washington Blvd.
Chicago, IL 60607

PHONE 312-421-1010 ext. 112 E-Mail jfcoyne@ualocal130.org

TYPE: ALL (1) _____ FLT (4) _____
BLD (2) X RIV (5) _____
HWY (3) _____ O&C (6) _____

EFFECTIVE DATE: June 1, 2026

NUMBER OF PERSONS COVERED: 5210

WAGE RATE: \$ 62.00

FOREMAN: \$ 65.70

HLTH/WLFR: \$ 20.85

PENSION:
Local \$ 12.00
National \$ _____
Annuity \$ 6.00
NEBF \$ _____

TOTAL PENSION \$ 18.00

VACATION: \$ 0.00

BAT
APPRENTICESHIP \$ 2.17

OVERTIME: (Show 1.5 or 2.0)

M - F OVER 8 HOURS	<u>1.5</u>
SATURDAY	<u>1.5</u>
SUNDAY/HOLIDAY	<u>2.0</u>


5/28/26

001 ADAMS	035 HARDIN	069 MORGAN
002 ALEXANDER	036 HENDERSON	070 MOULTRIE
003 BOND	037 HENRY	071 OGLE
004 BOONE	038 IROQUOIS	072 PEORIA
005 BROWN	039 JACKSON	073 PERRY
006 BUREAU	040 JASPER	074 PIATT
007 CALHOUN	041 JEFFERSON	075 PIKE
008 CARROLL	042 JERSEY	076 POPE
009 CASS	043 JODAVIESS	077 PULASKI
010 CHAMPAIGN	044 JOHNSON	078 PUTNAM
011 CHRISTIAN	045 KANE	079 RANDOLPH
012 CLARK	046 KANKAKEE	080 RICHLAND
013 CLAY	047 KENDALL	081 ROCK ISLAND
014 CLINTON	048 KNOX	082 ST. CLAIR
015 COLES	049 LAKE	083 SALINE
016 COOK	050 LASALLE	084 SANGAMON
017 CRAWFORD	051 LAWRENCE	085 SCHUYLER
018 CUMBERLAND	052 LEE	086 SCOTT
019 DEKALB	053 LIVINGSTON	087 SHELBY
020 DEWITT	054 LOGAN	088 STARK
021 DOUGLAS	055 MACON	089 STEPHENSON
022 DUPAGE	056 MACOUPIN	090 TAZEWELL
023 EDGAR	057 MADISON	091 UNION
024 EDWARDS	058 MARION	092 VERMILION
025 EFFINGHAM	059 MARSHALL	093 WABASH
026 FAYETTE	060 MASON	094 WARREN
027 FORD	061 MASSAC	095 WASHINGTON
028 FRANKLIN	062 MCDONOUGH	096 WAYNE
029 FULTON	063 MCHENRY	097 WHITE
030 GALLATIN	064 MCLEAN	098 WHITESIDE
031 GREENE	065 MENARD	099 WILL
032 GRUNDY	066 MERCER	100 WILLIAMSON
033 HAMILTON	067 MONROE	101 WINNEBAGO
034 HANCOCK	068 MONTGOMERY	102 WOODFORD

I, James F. Coyne, hereby certify that the foregoing information is correct.
(Print Name)

James F. Coyne
(Signature)

Association confirmation: 
SJ Peters, Executive Director (Signature)
Plumbing Contractors Association of Greater Chicago
900 Jorie Blvd, Suite 195, Oak Brook, IL 60523
Ph: 312-563-9526

Megan Moore Wilkes

From: Christina K. Wernick
Sent: Friday, August 14, 2026 9:06 PM
To: Jane.Flanagan@illinois.gov
Cc: DOL.Hearings@illinois.gov; DOL.PWD@Illinois.gov; Megan Moore Wilkes
Subject: Plumbing Contractors Association - Objection Petition
Attachments: PCA Petition .zip

Director Flanagan,

Attached please find a Petition from the Plumbing Contractors Association objecting to prevailing wage rates and seeking the establishment of a new prevailing wage classification.

Please feel free to contact me should you have any questions.

Sincerely,

Christina Wernick



Christina K. Wernick | Partner

Laner Muchin, Ltd.

t: (312) 467-9800

m: (312) 307-3705

cwernick@lanerlaw.com

www.lanerlaw.com

515 North State St. Suite 2400, Chicago, IL 60654

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party other than to our client to whom the advice is directed and intended, then the advice expressed is being delivered to support the promotion or marketing (by a person other than Laner Muchin) of the transaction or matter discussed or referenced. Each taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor. If you have received this transmission in error, please notify the sender immediately at 312-467-9800 and permanently delete this email and any attachments. Thank you.

**STATE OF ILLINOIS
DEPARTMENT OF LABOR**

IN THE MATTER OF:	)	
	)	
PLUMBING CONTRACTORS	)	
ASSOCIATION OF GREATER CHICAGO	)	STATE FILE NO. 2027-H-CC08-2361
AND TERRY PLUMBING,	)	
	)	DATE OF NOTICE: AUGUST 21, 2026
OBJECTORS,	)	
	)	
v.	)	
	)	
JANE R. FLANAGAN, DIRECTOR of the	)	
ILLINOIS DEPARTMENT OF LABOR, and	)	
THE ILLINOIS DEPARTMENT OF LABOR,	)	
	)	
RESPONDENTS.	)	

NOTICE OF WEBEX HEARING

PLEASE TAKE NOTICE that Jane R. Flanagan, Director of the Illinois Department of Labor, and the Illinois Department of Labor ("Respondents") have received from **PLUMBING CONTRACTORS ASSOCIATION OF GREATER CHICAGO AND TERRY PLUMBING**, ("Objectors") written objections to the prevailing wage determinations published by the Department on its website, and a request for hearing on those objections pursuant to Sections 4 and 9 of the Prevailing Wage Act [hereinafter, "PWA" or "Act"], 820 ILCS 130/0.01 et seq.

Pursuant to the PWA, Article 10 of the Illinois Administrative Procedure Act, 5 ILCS 100/10-5 et seq., and 56 Ill. Admin. Code 120.100 et seq., Respondents will convene a hearing via Webex on:

DATE: September 25, 2026

TIME: 9:30 a.m.

ADMINISTRATIVE LAW JUDGE: Michelle Bryant-Smith
Administrative Law Judge
Illinois Department of Labor

WEBEX INFORMATION: <https://illinois.webex.com/meet/michelle.bryant-smith>
Meeting Number: 2631 306 6772

Phone Number:
+1-312-535-8110 Toll
+1-415-655-0002 Toll
Access code: 2631 306 6772

OBJECTORS' ATTORNEY: Christina K. Wernick, Esq.
Laner Muchin, Ltd.

RESPONDENTS' ATTORNEY:

**Stephanie Barton, Esq.
Deputy General Counsel
Illinois Department of Labor**

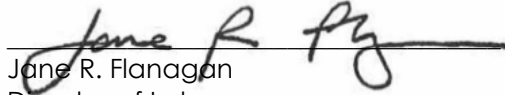
If you are unable to access Webex via the video link, you may join by calling the Webex phone numbers listed above.

The hearing involves the written objections and hearing request filed by Objector(s), attached hereto and made a part hereof (Exhibit A).

The parties and their respective representatives must be prepared to proceed at the hearing. The parties must present all information, documents, records or witnesses necessary to substantiate their position(s) at the hearing.

Pursuant to 56 Illinois Administrative Code 120.640, the Administrative Law Judge shall issue a Decision and Order. In the event no timely or proper exceptions are filed, the findings, conclusions, recommendations and order of the Administrative Law Judge shall automatically become the decision and order of the Director of Labor.

The proceedings are subject to judicial review in accordance with the provisions of the Administrative Review Law, 735 ILCS 5/3-101 et seq. The Director of Labor's determination on the objections is final and binding unless a party to this proceeding applies for and obtains judicial review of the final administrative decision in accordance with the provisions of the Administrative Review Law.


Jane R. Flanagan
Director of Labor

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

CERTIFICATE OF SERVICE

Under penalties as provided by law, including pursuant to Section 1-109 of the Code of Civil Procedure, I, Davis Merced, a non-attorney, affirm, certify or on oath state, that I served notice of the attached Notice of Webex Hearing and Order upon all parties to this case, or their agents appointed to receive service of process, by enclosing a copy of the Notice of Webex Hearing and Order in Case No. **2027-H-CC08-2361** in an envelope addressed to each party or party's agent at their respective address(es) having caused each envelope to be served by

☒ U.S. **regular** mail with postage prepaid being deposited in the U.S. mailbox at 555 W Monroe, Chicago, Illinois,

☐ **certified mail** return receipt requested and **regular mail** with postage prepaid at 555 W Monroe, Chicago, Illinois,

☒ via **email** addressed to each party or party's agent at the respective email address shown on the Certificate of Service,

on August 21, 2026, prior to 4:30 p.m.

Via Email:

OBJECTORS

Plumbing Contractors Association
of Greater Chicago and Terry Plumbing,
c/o Christina K. Wernick, Esq.
Laner Muchin, Ltd.
515 North State Street, Suite 2400
Chicago, Illinois 60654
Telephone: (312) 467-9800
Email: cwernick@lanerlaw.com

RESPONDENTS

Illinois Department of Labor and Jane Flanagan, Director
c/o Stephanie Barton, Esq.
Deputy General Counsel
524 S 2nd Street Ste 400
Springfield, IL 62701
Stephanie.Barton@Illinois.gov

/s/Davis Merced
Davis Merced, Office Specialist
Illinois Department of Labor

STATE OF ILLINOIS
DEPARTMENT OF LABOR

IN THE MATTER OF:	)	
	)	
PLUMBING CONTRACTORS	)	
ASSOCIATION OF GREATER CHICAGO	)	STATE FILE NO. 2027-H-CC08-2361
AND TERRY PLUMBING,	)	
	)	DATE OF NOTICE: AUGUST 21, 2026
	)	
	)	
OBJECTORS,	)	
	)	
v.	)	
	)	
JANE R. FLANAGAN, DIRECTOR of the	)	
ILLINOIS DEPARTMENT OF LABOR,	)	
THE ILLINOIS DEPARTMENT OF	)	
LABOR,	)	
	)	
RESPONDENTS.	)	

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to 56 Ill. Admin. Code § 120.400, a **Webex** pre-hearing conference shall be convened on **September 2, 2026 at 10:00 a.m.** The parties shall join via Webex using the following video link or dial-in phone number:

<https://illinois.webex.com/meet/michelle.bryant-smith>

Meeting Number: 2631 306 6772

Phone Number:

312-535-8110 Toll

415-655-0002 Toll

Access code: 2631 306 6772

2. The pre-hearing conference shall be held to consider: simplification of the issues; necessity or desirability of amending documents for purposes of clarification, simplification, or limitation; stipulations and admissions of fact and of contents and authenticity of documents; limiting the number of witnesses; propriety of prior mutual exchange between and among the parties who have prepared testimony or exhibits; and addressing such other matters as may tend to expedite the disposition of the proceedings and to assure a just conclusion.
3. Attorneys shall, pursuant to 56 Ill. Admin. Code § 120.220, file their appearances as soon as practicable.

4. Any Petitions to Intervene shall be filed by **September 2, 2026**.

DATE: August 21, 2026

By: /s/ Michelle Bryant-Smith
Michelle Bryant-Smith
Administrative Law Judge
Illinois Department of Labor
115 South LaSalle Street, 37th Floor
Chicago, IL 60603
V: 312-793-1805
Dol.hearings@illinois.gov



STATE OF ILLINOIS - DEPARTMENT OF LABOR
115 S. LASALLE STREET, 37th Floor
CHICAGO, ILLINOIS 60601

RECEIVED

AUG 17 2026

IDOL - CHICAGO OFFICE

IN THE MATTER OF:	)	
	)	
PLUMBING CONTRACTORS	)	
ASSOCIATION OF GREATER CHICAGO	)	
AND TERRY PLUMBING,	)	
	)	
Petitioners,	)	State File No. 2027-H-CC08-2361
	)	
- and -	)	
	)	
JANE FLANAGAN, Director of the Illinois	)	
Department of Labor, and the ILLINOIS	)	
DEPARTMENT OF LABOR,	)	
	)	
Respondents.	)	

**WRITTEN OBJECTIONS AND REQUEST FOR HEARING
UNDER SECTIONS 4 AND 9 OF THE ILLINOIS PREVAILING WAGE ACT**

Now comes Plumbing Contractors Association of Greater Chicago and Terry Plumbing (collectively “Petitioners”), by and through their attorneys, Laner Muchin, Ltd., and submit these written objections to the prevailing wage schedules published by the Illinois Department of Labor (“Department” or “IDOL”) on or about July 15, 2026. Petitioners request a hearing pursuant to Sections 4 and 9 of the Illinois Prevailing Wage Act (“Act”), 820 ILCS 130/4 and 130/9, to require certification and publication of the apprentice rates established by the Agreement between the Plumbing Contractors Association of Greater Chicago and the Plumbers Local Union 130 UA, or, in the alternative, to establish separate apprentice classifications in each county covered by the same collective bargaining agreement for the Trade Title Plumber.

COUNT I - OBJECTION
IDOL FAILED TO CERTIFY AND PUBLISH THE APPRENTICE RATES REQUIRED BY
SECTIONS 4 AND 9 OF THE ACT

1. Petitioner Plumbing Contractors Association of Greater Chicago (“Association”) is a multi-employer bargaining association representing contractor members who perform public works construction throughout the geographic jurisdiction covered by its collective bargaining agreement with Plumbers Local Union 130 UA (“Union”).

2. Petitioner Terry Plumbing (“Company”) is an Illinois corporation and a member of the Association.

3. The Company is signatory to the area-wide collective bargaining agreement, effective June 1, 2024 through May 31, 2028, negotiated by and between the Association and the Union (“CBA”) and is further bound to the terms of the CBA by virtue of its membership in the Association. A true and accurate copy of the CBA is attached as Exhibit A.

4. The Company is engaged in construction work and employs workers under the established classification of Plumber on prevailing wage jobsites in Illinois. These workers are covered by the terms of the CBA and the Company is contractually obligated to pay its employees who are performing work covered by the CBA the wages and fringe benefits described in the CBA.

5. The CBA covers work performed by workers in the plumbing industry in Bureau, Cook, DeKalb, DuPage, Grundy, Iroquois, Kane, Kankakee, Kendall, Lake, LaSalle, Livingston, Marshall, McHenry, Putnam, Will and Woodford Counties (“Affected Counties”). These workers are identified by the Trade Title Plumber in the prevailing wage and benefit rates posted by the Department in the Affected Counties.

6. The CBA identifies not only journeyman Plumber wage and benefit rates, but also includes progressive apprentice Plumber wage and fringe benefit rates.

7. On or about July 15, 2026, the Department published annual prevailing wage schedules for the Affected Counties covered by the CBA. Those schedules include rates directly

ascertainable from the CBA and the corresponding 2026 wage and fringe benefit rate sheet attached as Exhibit B (“Rate Sheet”) for the Trade Title Plumber.

8. Upon information and belief, the Union submitted the Prevailing Wage Certification Form attached as Exhibit C, as part of the survey described in Section 4 of the Act, as well as a copy of the CBA, to support certification of the prevailing wage rates contained in the CBA for the Trade Title Plumber in the Affected Counties.

9. By publishing the CBA-derived Plumber wage and fringe benefit rates on or about July 15, 2026, IDOL necessarily determined that contractor members of the Association, which includes the Company, employ at least 30% of workers in the Plumber Trade Title in the Affected Counties, and therefore, in accordance with Sections 4 and 9 of the Act, the CBA contains the prevailing rate of wages and benefits for Trade Title Plumber in the Affected Counties (“Prevailing CBA”).

10. Despite that determination, IDOL failed to certify and publish all of the rates established by the same Prevailing CBA. In particular, while IDOL published journeyman rates, IDOL failed to certify or publish the graduated apprentice Plumber wage rates and fringe benefit contributions expressly provided for in the CBA and the Rate Sheet.

11. The apprentice Plumbers covered by the CBA participate in a Department of Labor-approved apprenticeship and training program. That program incorporates, and is administered consistent with, the graduated apprentice wage rates and fringe benefit contributions established by the CBA and the wage rate sheet.

12. The rates established pursuant to the CBA and Rate Sheet include the following progressive apprentice wage benchmarks and related fringe contributions for the period June 1, 2026 through May 31, 2027 for Bureau, Cook, DeKalb, DuPage, Grundy, Kane, Kendall, Lake, LaSalle, Livingston, Marshall, McHenry, Putnam, Will and Woodford Counties:

		Contributions						Payroll Deductions			
		Retiree		Pension		Plumbing Council If ³	Dues		Building	PAC	
WAGES	Welfare	Welfare	Pension	DC	JAC ²		Check-off	Target			
Apprentices											
1st Six Months ¹	\$ 21.10	\$ 13.15	\$ -	\$ -	\$ -	\$ 2.17	n/a	\$ 0.74	\$ 1.15	\$ 0.70	\$ 0.10
2nd Six Months ¹	\$ 22.95	\$ 13.15	\$ -	\$ -	\$ -	\$ 2.17	n/a	\$ 0.80	\$ 1.15	\$ 0.70	\$ 0.10
2nd Year ¹	\$ 27.30	\$ 13.15	\$ -	\$ 7.00	\$ 5.25	\$ 2.17	n/a	\$ 0.96	\$ 1.15	\$ 0.70	\$ 0.10
3rd Year ¹	\$ 31.00	\$ 13.15	\$ -	\$ 7.00	\$ 5.25	\$ 2.17	n/a	\$ 1.09	\$ 1.15	\$ 0.70	\$ 0.10
4th Year	\$ 40.90	\$ 18.15	\$ -	\$ 12.00	\$ 5.25	\$ 2.17	\$ 0.26	\$ 1.43	\$ 1.15	\$ 0.70	\$ 0.10
5th Year	\$ 46.50	\$ 18.15	\$ -	\$ 12.00	\$ 5.25	\$ 2.17	\$ 0.26	\$ 1.63	\$ 1.15	\$ 0.70	\$ 0.10

13. The rates established pursuant to the CBA and Rate Sheet include the following progressive apprentice wage benchmarks and related fringe contributions for the period June 1, 2026 through May 31, 2027 for Iroquois and Kankakee Counties:

		Contributions						Payroll Deductions			
		Retiree		Pension		Industry		Dues	Target	Building	PAC
WAGES	Welfare	Welfare	Pension	DC	JAC ²	Fund ³	Check-off				
Apprentices											
1st Six Months ¹	\$ 19.30	\$ 12.75	\$ -	\$ -	\$ -	\$ 2.17	n/a	\$ 0.68	\$ 1.15	\$ 0.70	\$ 0.10
2nd Six Months ¹	\$ 21.00	\$ 12.75	\$ -	\$ -	\$ -	\$ 2.17	n/a	\$ 0.74	\$ 1.15	\$ 0.70	\$ 0.10
2nd Year ¹	\$ 24.95	\$ 12.75	\$ -	\$ 7.00	\$ 4.80	\$ 2.17	n/a	\$ 0.87	\$ 1.15	\$ 0.70	\$ 0.10
3rd Year ¹	\$ 28.40	\$ 12.75	\$ -	\$ 7.00	\$ 4.80	\$ 2.17	n/a	\$ 0.99	\$ 1.15	\$ 0.70	\$ 0.10
4th Year	\$ 37.45	\$ 17.75	\$ -	\$ 12.00	\$ 4.80	\$ 2.17	\$ 0.26	\$ 1.31	\$ 1.15	\$ 0.70	\$ 0.10
5th Year	\$ 42.55	\$ 17.75	\$ -	\$ 12.00	\$ 4.80	\$ 2.17	\$ 0.26	\$ 1.49	\$ 1.15	\$ 0.70	\$ 0.10

14. The Department's failure to certify and publish the apprentice wage and relevant fringe benefit rates contained in the Prevailing CBA results in the publication of an incomplete and inaccurate prevailing wage determination for Plumber in the Affected Counties. The Department cannot accept the CBA for purposes of setting the journeyman Plumber rates while disregarding the apprentice Plumber rates expressly contained in that same prevailing CBA.

15. The Petitioners therefore object to IDOL's July 15, 2026 prevailing wage schedules to the extent they omit the apprentice Plumber rates established by the Prevailing CBA.

16. The Department should amend the applicable prevailing wage schedules to include the relevant CBA's apprentice Plumber wage and fringe benefit rates in the Affected Counties.

COUNT II
REQUEST TO ESTABLISH NEW “PLUMBER APPRENTICE” TRADE TITLE

17. In the alternative, if IDOL contends that apprentice plumbers are not presently encompassed within the existing Plumber Trade Title, the Association and the Company request that IDOL establish separate prevailing wage classifications for “Plumber Apprentice” in each Affected County.

18. The appropriate apprentice classifications should track the CBA and Rate Sheet benchmarks, including those detailed in Paragraph 12 above.

19. The CBA provides specific wage and fringe benefit benchmarks for each apprentice progression level. Those benchmarks should be used to establish the prevailing wage rates for the Apprentice Plumber Trade Title.

20. The creation of separate apprentice classifications is consistent with the Department’s practice of recognizing distinct classification titles and progression levels where such distinctions are established by a Prevailing CBA.

21. Because the Association and its member contractors, including the Company, satisfy the thirty percent (30%) standard under Section 4, the CBA’s apprentice rates should be deemed prevailing for the apprentice Plumber Trade Title in the Affected Counties.

PRAYER FOR RELIEF & REQUEST FOR HEARING

22. The Association and the Company request that the Department order and convene a hearing pursuant to Sections 4 and 9 of the Illinois Prevailing Wage Act.

23. At hearing, the Petitioners will present evidence establishing that the CBA is the Prevailing CBA for the Plumber Trade Title in the Affected Counties, that the Association and its member employers satisfy Section 4’s thirty percent (30%) standard, and that the CBA contains binding apprentice wage and fringe benefit rates that should be certified and published by IDOL.

WHEREFORE, for the reasons set forth above, Petitioners respectfully request that the
Department:

- A. Accept these written objections as timely filed under Sections 4 and 9 of the Illinois Prevailing Wage Act;
- B. Grant the Petitioners' request for hearing;
- C. Determine that the CBA is the applicable prevailing collective bargaining agreement for the Plumber in Bureau, Cook, DeKalb, DuPage, Grundy, Iroquois, Kane, Kankakee, Kendall, Lake, LaSalle, Livingston, Marshall, McHenry, Putnam, Will and Woodford Counties;
- D. Determine that the apprentice Plumber wage rates and fringe benefit contributions established by the CBA are prevailing wage and benefit rates under Section 4 of the Act;
- E. Amend the July 15, 2026 prevailing wage schedules to include the apprentice Plumber wage and fringe benefit rates established by the CBA in the Affected Counties; and/or
- F. Alternatively, establish and publish a separate "Plumber Apprentice" Trade Title using the graduated wage and fringe benefit structure set forth in the CBA and Rate Sheet; and
- G. Grant such other and further relief as the Department deems just and proper.

Dated: August 14, 2026

Respectfully submitted,
Plumbing Contractors Association of Greater Chicago
Terry Plumbing

By: _____
One of Their Attorneys
Christina K. Wernick
Laner Muchin, Ltd.
515 North State Street, Suite 2400
Chicago, Illinois 60654
Telephone: (312) 467-9800
Email: cwernick@lanerlaw.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that she caused the foregoing Written Objections and Request for Hearing Under Sections 4 and 9 of the Illinois Prevailing Wage Act to be hand delivered on this 17th day of August 2026, and which were previously delivered via U.S. and electronic mail on August 14th, upon the following:

Jane R. Flanagan
Director of Labor
Illinois Department of Labor
115 S. LaSalle Street, 37th Floor
Chicago, Illinois 60601
Jane.Flanagan@illinois.gov

Illinois Department of Labor
115 S. LaSalle Street, 37th Floor
Chicago, Illinois 60601

cc:
IDOL Hearings Department
Illinois Department of Labor
DOL.Hearings@illinois.gov

IDOL Prevailing Wage Act
Conciliation & Mediation
DOL.PWD@Illinois.gov



Christina K. Wernick

EXHIBIT A

AGREEMENT

Between

**PLUMBING CONTRACTORS ASSOCIATION
OF GREATER CHICAGO**



And

PLUMBERS LOCAL UNION 130 UA



June 1, 2024 through May 31, 2028

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** As used herein references to the masculine gender shall also refer to the feminine. **

ARTICLE I RECOGNITION

SECTION 1.1 Parties to the Agreement. This Agreement is made and entered into as of June 1, 2024 between the Plumbing Contractors Association of Greater Chicago (PCA), solely for and on behalf of each of their individual members, who are duly licensed by law and bonded to engage in the plumbing business, are established in that business, intend to employ not less than two (2) journeymen or one (1) journeyman and one (1) apprentice, and hereafter are collectively referred to as "Employer" or "Employers," and Plumbers Local Union 130 UA, which is composed of competent licensed journeymen and apprentices who are duly authorized by law to install and inspect all plumbing work, and which hereinafter is referred to as "Union."

SECTION 1.2. Recognition Clause. The Associations and the Employers it represents in bargaining recognizes Plumbers Local Union 130 UA (the "Union") as the sole and exclusive bargaining representative for all of their employees who perform any of the work applicable within the Articles of Jurisdiction as set forth in "Appendix A" to this Agreement for which the Union has been chartered by the United Association within the City of Chicago, Illinois, Bureau, Cook, DeKalb, DuPage, Grundy, Iroquois, Kane, Kankakee, Kendall, Lake, LaSalle, Livingston, Marshall, McHenry, Putnam, Will and Woodford counties, Illinois and wherever additional geographic and territorial jurisdiction may be awarded by the United Association. . The Union recognizes the PCA as the exclusive bargaining agent of its individual member Employers with respect to their employees.

Employees covered by this Agreement shall place in position and connect all materials, appurtenances, devices, fixtures and equipment used in the construction of plumbing as well as handle, unload and distribute all of the above mentioned upon and after its arrival on the job site or premises. When fixtures or equipment are protected by covering during construction, such covering shall be put on and removed and fixtures cleaned by employees covered by this Agreement.

Employees covered by this Agreement shall do all the laying out, cutting and drilling of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduits and boxes used in connection with work falling under the jurisdiction of the Union.

It is understood and agreed that the foregoing Paragraphs of this Section shall not be construed as limiting the scope of bargaining unit work and that employees

covered by this Agreement shall perform all work covered by the Articles of Jurisdiction included in Appendix A which comes within the work jurisdiction for which the Union has been chartered by the United Association.

SECTION 1.3 Union Shop. All journeymen and apprentices who are now in the employ of the Employers covered by this Agreement, and all journeymen and apprentices who are hereafter employed by Employers covered by this Agreement, shall, as a condition of employment, become members of the Union on the earliest date provided by applicable federal law after their employment, or the effective date of this agreement, whichever is later, and shall, as a condition of employment, remain members of the Union during the term of this Agreement.

SECTION 1.4 Subcontracting. No journeyman shall be permitted to subcontract or accept a lump sum payment (lump) for the installation of any work under the jurisdiction of the Union. Parties violating this Section shall be penalized by their respective organizations through the Joint Arbitration Board. The Employers agree not to sublet, lump or contract for labor any work which comes under the jurisdiction of the Union with any member of the Union. Such subletting, lumping or contracting shall be considered a violation of this Agreement and summarily dealt with, in accordance with the grievance procedures of this Agreement. Nothing herein prohibits subcontracting work to MBE, WBE, and DBE as long as those entities are signatory to an Agreement with the Union.

The Employer agrees that in the event the Employer subcontracts any work coming under the provisions of this Agreement to any other person or firm, the Employer shall subcontract the same only to another Employer who is a party to this Agreement. A refusal of employees to render services upon a job site where this subsection is violated shall not be a violation of this Agreement for any purpose, nor shall such refusal be cause for discharge.

SECTION 1.5 Moonlighting. No employee shall be permitted to work for himself or work after hours or on Saturday, Sunday or Holidays as a self-employed Employer or work for another Employer as a subcontractor. First time violators may be summoned before the Union Executive Board in accordance with the procedures of the United Association Constitution. However, a trial shall be set for repeat offenders. Discharge from employment for repeat offenders will not be construed as a violation of this Agreement.

SECTION 1.6 Access to Premises. Duly authorized representatives of the Union or of the Joint Arbitration Board shall, for cause, be allowed to visit any job and/or any Employer's place of business during working hours to interview the Employer or the Employer's duly authorized representative, or the men in his

employ, to determine compliance with the Agreement, but there shall be minimal interruption to the progress of the work. Further, it is agreed that job site visits by a Union representative are without additional restrictions but that visits to the shop shall be by appointment if that is the Employer's policy.

Duly authorized representatives of the Fringe Benefit Funds shall be extended the same right, as described above, in order to inspect or audit all books and records of the Employer which pertain or relate to the Employer's compliance with this Agreement. Such records which shall be available for inspection or audit include but are not limited to payroll and time records, time books, payroll and income tax returns, blueprints, contracts, invoices, permits, and documents related to workers compensation, public liability and unemployment insurance coverage. It is understood and agreed that such visit, inspection or audit shall in no way hinder the progress of the work being performed. Should the Employer refuse to permit such inspection or audit as authorized by this Article, the Employer shall be liable for all costs and legal fees incurred by the Union or the Fringe Benefit Funds in obtaining a court order requiring the Employer to permit such inspection or audit. Such liability shall be in addition to and not in lieu of any relief or remedies available in such proceeding to the Union, or the Trustees of the Fringe Benefit Funds under any Illinois or federal law.

SECTION 1.7 Exclusivity. If at any time, the Union should enter into any collective bargaining agreement for its members for work described in Section 1.2 hereof, which in the opinion of the PCA (Association) contains terms and conditions more favorable than the terms and conditions contained in this collective bargaining agreement, then the Association may, upon written notification to the Union, adopt such terms and conditions, and this Agreement shall be modified accordingly.

This provision shall not apply to Kankakee & Iroquois Counties. This provision shall not apply to any national agreement or Project Labor Agreement whose terms are available to all bidders.

ARTICLE II STRIKES AND LOCKOUTS

SECTION 2.1 Lockouts. The Employer agrees that there shall be no lockout of employees during the term of this Agreement.

SECTION 2.2 Employee Job Action. The Union agrees that there shall be no abandonment of work over any matter which is subject to arbitration, provided, however, that the Union may withdraw its members from the employ of, picket and/or use other lawful economic means against any Employer by reason of the

Employer's non-payment of wages, deductions or contributions or the Employer's failure to obtain, maintain in full force and effect and keep on file with the Union the requisite bond or irrevocable letter of credit and workers' compensation insurance as more fully provided under this Agreement, notwithstanding that disputes over such matters are subject to arbitration hereunder.

ARTICLE III DISPUTE RESOLUTION

SECTION 3.1 Grievance Arbitration. Disagreements or disputes arising under or which involve interpretations of this Agreement, shall be processed and settled by arbitration in the manner set forth in this Article.

SECTION 3.2 Joint Arbitration Board. The parties hereto agree that all arbitrable disputes arising between them shall be submitted to a Joint Arbitration Board. The Joint Arbitration Board shall be comprised of ten (10) members, consisting of five (5) members appointed by the PCA and five (5) members appointed by the Union. A quorum of the Joint Arbitration Board shall consist of at least three (3) Board members appointed by the PCA and at least three (3) Board members appointed by the Union. The Board shall not take any action without the presence of a quorum. Decisions of the Joint Arbitration Board shall be by a majority vote which shall consist of Fifty percent (50%) plus one (1) of those members of the Joint Arbitration Board present and voting.

The duties of the Joint Arbitration Board shall be to decide on all cases as presented and in conformity with the sections contained in this Agreement. In the event of deadlock by the Board, whereby a decision cannot be rendered, the case will be assigned to an arbitrator mutually agreeable to the Board members. In the event the Board members are unable to agree on an arbitrator, the Board shall give written notice of such inability to agree to the parties to the arbitration. Thereafter, the parties shall request the American Arbitration Association to submit a list of seven (7) arbitrators. The parties shall alternate in striking names from the list until one name remains, with the first strike to be made by the party initiating the arbitration. The person whose name remains shall be the arbitrator. The arbitrator shall have no authority to vary or ignore the provisions of this Agreement. The arbitrator's decision shall be final and binding on the parties to the arbitration. The expenses of the arbitrator shall be divided equally between the parties to the arbitration, except that no employee shall be required to pay any such expense.

The Joint Arbitration Board shall meet twelve (12) times during the calendar year, or as needed, for the purpose of considering current and new business. The reasonable and necessary expenses and costs incurred by the Joint Arbitration Board

in performing its functions under this Agreement, as authorized by the Union, The Fringe Benefit Funds and Plumbing Council Industry Fund who are entitled to payments or contributions under this Agreement, shall be paid by them in proportion to their interests out of the sums collected as liquidated damages pursuant to Article IX, Section 9.8 hereof, to the extent that such sums are available; otherwise such expenses and costs shall be borne and paid for by the parties thereto.

Within a period of thirty (30) days' time after the execution of this Agreement, the Joint Arbitration Board shall meet, organize, elect a Chairman, Secretary and Treasurer and transact any business that may properly come before the Joint Arbitration Board. The Secretary need not be a member of the Joint Arbitration Board and in that event the Secretary shall have no vote.

SECTION 3.3 Audits. An auditor(s) selected by the Fringe Benefit Funds shall conduct an audit to determine whether the employer is complying with his contract obligations concerning fringe benefits being paid, wages being paid, and dues deductions being paid. Such auditor(s) shall be an agent of the Fringe Benefit Funds. Audit disputes concerning wages and/or dues deductions being paid shall be heard by the Joint Arbitration Board whose decision will be final and binding. Audit disputes concerning fringe benefits shall be determined by the audit and collection policy of the Fringe Benefit Funds.

SECTION 3.4 Other Contract Violations. In the event of an alleged contract violation other than one which is subject to Section 3.3 of this Article, immediately above, a Business Representative or other representative designated by the Union will notify the Employer of such alleged violation and attempt to resolve the matter informally. If the matter is not resolved or if the Employer refuses to meet in a reasonable and timely fashion with the Union's Representative to resolve the matter, said representative shall notify the Secretary of the Joint Arbitration Board and the Plumbing Contractors Association of Greater Chicago in writing of the existence of a dispute.

It shall be considered a violation of this Agreement for any plumbing contractor to intentionally omit backing supports for plumbing fixtures and accessories from an appropriate bid package. Further, any plumbing foreman or superintendent who knowingly refrains from directing journeymen or apprentices under his/her charge to install all backing and accessories related to a plumbing system shall be found in violation of this Agreement. Both the Employer and the employee may be summoned before the Joint Arbitration Board for appropriate action.

A plumbing contractor must submit with their initial proposal an appropriate

bid in accordance with the above. If it is not accepted, there will be no action taken against the contractor or his employee by the Union.

SECTION 3.5 Hearing. After receipt of a notice of dispute under Section 3.3 or 3.4, above, of this Article, the Secretary of the Joint Arbitration Board shall send the Employer written notice of the date, time and place of a hearing before the Board with respect to the dispute, together with a copy of the written notice of the dispute. Such notice shall be provided no later than twenty-one (21) days before the scheduled date of the hearing. This said hearing notice shall include or be accompanied by a plainly stated explanation of the specific violations citing the contract sections and language that the Employer is being charged with, and shall clearly state that it is permissible for the Employer's attorney to be present at the JAB hearing and all related meetings at which the Employer is present. The Board members present at the hearing shall hear the evidence in the case and shall render a decision which it will issue in writing over the signature of the Secretary of the Board. Said decision shall be final and binding on the parties to this Agreement. The Secretary of the Board will make or direct the making of the official minutes or transcription of the hearing. No other recording of the hearing is permitted. The Employer must appear at the hearing. Appearance through an outside representative only does not constitute the Employer's appearance. If the Employer is unable to so appear at the date, time and place set forth in the notification of hearing, he shall promptly notify the Board's Secretary in writing of the reasons therefore and request a postponement. Such request for postponement must be received by the Secretary no later than the close of business of the seventh day before the time scheduled for the hearing. A request for a postponement will be granted only for good and sufficient reasons. No Employer will be granted more than one (1) postponement in the same case. If the Employer fails to appear at a scheduled hearing or at a hearing postponed to a later date at his request or if an Employer's request for postponement is not received by the Board's Secretary in the timely manner as set forth hereinabove or is denied, the Board members shall hear the case at the appointed time notwithstanding the Employer's failure to appear and shall decide the case upon the evidence before it in the same manner as set forth hereinabove, which decision shall be final and binding on the parties to this Agreement. Any decision of the Joint Arbitration Board shall be issued in writing within thirty (30) days of the hearing or within thirty (30) days of any additional information requested by the Board.

SECTION 3.6 Powers of the Joint Arbitration Board. The Joint Arbitration Board shall have full power to enforce this Agreement against offending employees and/or Employers by appropriate penalties or remedies including, without limitation, fines, replacement of defective work without pay, or other appropriate sanctions. The Joint Arbitration Board has the power to assess attorney

fees and costs. The Joint Arbitration Board shall have full power to summon Employers, the Union and employees covered by this Agreement against whom charges of violations have been preferred and to summon Employers and employees covered by this Agreement to testify in any manner before the Joint Arbitration Board. Such summons shall be served by registered or certified mail by the Secretary of the Joint Arbitration Board before which such dispute is pending. Such summons may compel the production of any document or the testimony of any witness which the Joint Arbitration Board deems relevant to the resolution of the case. Failure of the Employer or employees to respond when so summoned, except for valid reason, shall subject him or them to the payment of any cost incurred by the Joint Arbitration Board in connection with such failure to respond.

SECTION 3.7 Indemnification of the Joint Arbitration Board. The parties hereto agree that the members of the Joint Arbitration Board representing either or both of them in proceedings before such Joint Arbitration Board under the provisions of this Agreement shall be indemnified as Joint Arbitration Board members against judgment, court costs and attorney's fees incurred and/or paid by the Joint Arbitration Board members in defending any suit or legal proceeding brought against the Joint Arbitration Board members in their respective capacity to enforce any liability or alleged liability on account of any loss, claim or damage which, if established against the Joint Arbitration Board members, shall constitute a valid and collectible loss sustained by either appropriate party under the terms of this Agreement.

In the event of any other suit or action against a member or members of the Joint Arbitration Board for or on account of an act performed pursuant to the authority provided for in this Agreement, the Joint Arbitration Board may draw upon any funds which are in its hands or under its control subject to such rules and provisions as the Joint Arbitration Board may establish relating to the disposition of such funds.

In consideration of such indemnity, the Joint Arbitration Board members shall promptly give notice to the Joint Arbitration Board, and the Union and the PCA of the institution of any such suit or legal proceeding. At the request of the Union or the PCA, the Joint Arbitration Board members shall furnish copies of all pleadings and other papers therein, and at the election of either the Union or the PCA shall permit either or both to conduct the defense of such suit or legal proceedings in the name of the Joint Arbitration Board by and through attorneys of their own selection. In the event of such election the named Joint Arbitration Board member or members shall give all reasonable information and assistance other than pecuniary which shall be deemed necessary to the proper defense of suit or legal proceeding.

Joint Arbitration Board members found guilty of fraudulent or illegal conduct shall not be indemnified under this Section.

ARTICLE IV WORKING CONDITIONS

SECTION 4.1 General Policy. The Employers agree to make all reasonable provisions for the safety and health of their employees during the hours of their employment. The Union agrees to promote in every way possible the realization of the responsibility of the individual employee with regard to preventing accidents to himself and to his fellow employees during the hours of their employment.

Any person who is, will be or was required to attend plumbing classes two evenings each week for 24 consecutive months, as a condition of membership in the Union, is mandated to complete training in HAZCOM and OSHA safety classes, or to produce proof such training has been completed. Such persons not fulfilling this obligation will not be referred out to work.

SECTION 4.2 Reporting Accidents. It shall be the duty of the employee in charge to report personally to both the Union and the Employer accidents involving personal injury which may occur on the job where they are employed.

SECTION 4.3 Employer Insurance. Employers shall carry sufficient Workers' Compensation, public liability and unemployment insurance, together with occupational disease insurance. The Employer shall provide the Union with a copy of the insurance certificates or such other proof that it has obtained and maintains in full force and effect such insurance coverage's.

SECTION 4.4 Unsafe Working Conditions. Employees covered by this Agreement shall not work under any of the following conditions:

1. Where the equipment, tools, ladders and/or job conditions are judged to be unsafe by the Building Trades Safety Committee.
2. For any Employer who does not carry a bond or meet the other obligations as provided for in Section 6.8 of this Agreement and have sufficient Workers' Compensation Insurance and State Unemployment Insurance. (A copy of this coverage's shall be on file in the Union Office.)
3. 125 feet above ground level unless an operable man lift is provided to transport the employee to or above that level.
4. On any job not in conformity with the safety standards promulgated pursuant to the Occupational Safety and Health Act.

5. For more than one (1) Employer at the same time.

SECTION 4.5 Plumbing Codes. The Employer shall comply with all plumbing codes of the various municipalities in which the work is being installed. Any violation of said plumbing ordinances shall be reported to the office of the Business Manager of the Union.

The Union reserves the right to have its Business Representatives witness all tests of any plumbing systems.

SECTION 4.6 Older Workers. At least one out of every five (5) Local 130 members working for the employer shall be older Local 130 members.

SECTION 4.7 Non-Discrimination Policy. Each Employer bound under the terms of this Agreement shall promulgate and enforce policies forbidding any sexual harassment or discrimination based on race, color, religion, creed, sex, national origin, age, marital status, disability or unfavorable discharge from military service.

SECTION 4.8 Staffing. In order to provide for the safety and health of their employees, the Employer agrees that at no time shall there be less than two (2) journeymen, or one (1) journeyman and one (1) apprentice, working in any one (1) building of any job or job site (except, however, that this provision shall not apply to jobbing work as the term is generally used in the industry). The Employer shall be the sole judge of the number of additional men required.

An Employer who employs at least one (1) journeyman may also employ one (1) apprentice for performance of jurisdictional work. A one (1) journeyman to one (1) apprentice ratio shall be maintained at all times, except as specified by this Agreement. The Working Contractor shall count as a journeyman for the purpose of establishing this ratio. This apprentice ratio shall be reviewed on an annual basis by the parties for modification on or before June 1st each year. Without agreement by the parties, the apprentice ratio shall revert to one (1) apprentice for every two (2) journeymen on June 1, 2021.

An Employer who employs at least one (1) apprentice may request one (1) metal tradesman for the performance of non-jurisdictional work. Thereafter, an employer may request one (1) additional metal tradesman for every five (5) apprentices employed. This ratio does not apply to employees in the Mc through Me classifications described in Section 4.8(b) of this Agreement.

Employers engaged in residential work relating to the service, maintenance

and construction of single family residences, garden type and walk-up residential apartments of three levels or less as well as Employers engaged in commercial and service maintenance (defined as interior plumbing not exceeding \$30,000) shall be entitled to a one (1) to one (1) journeyman to apprentice ratio.

All Employers who do not employ two (2) employees, as stipulated in the area agreement, will be required to meet with the Local Union 130 Business Manager as soon as possible. The Employer will be told that he is required to comply with the terms of the agreement (with the understanding that temporary latitude may be allowed in a depressed economy).

However, during the times that the Employer is not in compliance with the Agreement:

- a. Each week the Employer is required to send a written report to the Union of all jobs on which his company is working.
- b. His company will be audited every six (6) months and at year end.
- c. Any and all of his employees will submit an affidavit annually stating that, "to the best of his (the employee's) knowledge, he performed all the jurisdictional work completed by the shop."
- d. Progress and status of these shops will be reported through the Joint Arbitration Board and violation of the agreement may result in a fine of the value of wages and fringes for all hours worked by others, other than the Journeyman.

The Union agrees to supply skilled men to the extent that they are available, to the members of the PCA, it being understood that the Union shall furnish men to all other Employers with whom it has Agreements governing wages and working conditions. When employment opportunities exist within the industry, the Union will refer men only to Employers with whom the Union has signed Agreements.

The Metal Trades Division of the Union is composed of members employed by Employers to perform tasks not requiring a plumber's license or other tasks described as non-jurisdictional work. Any employee in the Metal Trades classification is not allowed to work on any Prevailing Wage jobs. The Employers may, with the written approval of the Business Manager of the Union, hire a probationary metal trades division (M0 classification) for a period not to exceed three (3) months for the purpose of evaluating the potential new hires.

Wages for these employees are determined by the Apprentice Wage Scale. While contributions to the Fringe Benefits Funds will not be required for probationary Metal Trades Journeymen (M0 classification) hours worked by probationary Metal Trades Journeymen (M0 classification) will be shown on the

Employer's Monthly Contribution Report. Starting with the 4th month of employment, benefit contributions will be required as stipulated in Article 6.1 of this Agreement.

An employee in the Metal Trades Division may, upon the request of the Employer, enter the Apprentice Program provided the requirements of the Apprentice Committee are satisfied. Credit for hours worked as a metal tradesman toward hours required for completion of an apprenticeship will be granted with the approval of the Business Manager and the Joint Apprenticeship Committee.

4.8(b) Metal Tradesman Mc, Md, Me

Upon written approval of the Union Business Manager, the Employer may hire on a temporary trial basis a Mc program metal tradesman from any source for a maximum period of employment of twenty four (24) months. The Union Business Manager will respond with approval or denial to any such request within one (1) week. Thereafter, when retained by Employer, the employee either is promoted to Metal Trades Journeyman third year status pay and benefits, or upon applying and meeting all standards of entrance is accepted into the Plumbers 130 Apprentice Program. Any Employer hiring a metal trades employee and failing to obtain Union Business Manager's approval, upon audit, shall be required to pay all wages and fringe benefits of a Metal Trades Journeyman M6 to the Trust Funds of the Local Union back to the original date of hire.

The Employer will send written notification of the employee's metal trades class Me status at the termination of the twenty four (24) month period. During the second year of employment the individual shall make application to the earliest class available to the Local 130 JAC to become a first year probationary apprentice. Said candidate shall be required to meet all standards of entrance into the Plumbers 130 Apprentice Program.

The number of metal tradesmen class Mc – Me in the employ of a signatory employer will be permitted at a rate of one (1) metal trades Mc – Me to one (1) apprentice to one (1) journeyman. All three are classifications covered by the Collective Bargaining Agreement and Appendix C thereto regarding wages, benefits and employment progression.

Mc Classification-0-3 Months

The wages paid to the metal trade's class Mc employee will be twenty-six percent (26%) of the then current Building Trades Journeyman Plumbers rate at time of hire during months 0 – 3 of the probationary period

During this probationary period he shall receive no fringe benefits or payroll deductions and all contributions and payroll deductions will be paid in accordance with Appendix C.

Md Classification- 4-12 months

With completion of probationary period this employee becomes a union member. Employee's wages remain at 26% of the then current Building Trades Journeyman Plumbers rate, fringe benefits and payroll deductions to be paid in accordance to Appendix C.

Me Classification – Year 2

Upon the employees' anniversary date of hire, the rate of pay shall be thirty (30%) of the then current Building Trades Journeyman Plumbers rate; benefits to be paid in accordance to Appendix C.

Mc – Me Classification

Mc – Me Class employees shall not perform tasks requiring a plumbers license.

The Section 9.1 Retirement Savings Fund, a defined contribution plan (DC plan) will be the sole pension plan under this Section 4.8(b).

Upon entrance in the Plumbers 130 apprentice program, wages and fringe benefit levels shall continue under Appendix C until the attainment of a City of Chicago or State of Illinois Journeyman Plumbing License or at the M3, M4, M6 or M7 rates if retained in employment.

SECTION 4.9 Pipe Cutting. All sizes of pipe shall be cut and threaded and/or welded and fabricated by employees covered by this Agreement. There shall be no restrictions on the use of power equipment. Where it is impractical or a hardship to cut, thread, or weld pipe on the job in the opinion of the Employer involved, such pipe may be cut, threaded or welded and fabricated in the shop. Flashings and air chambers shall be made on the job or in the shop by journeymen plumbers and/or apprentices covered by this Agreement. Such cutting, threading, and/or welding, fabrication and making of flashings and air chambers shall be performed by journeymen and apprentices of the Union.

All pipe, hanger rod and fabricated piping of any size which is cut in the shop of the Employer or in any approved Employer's shop covered by this Agreement shall be labeled by the journeymen performing the work. The journeymen who obtain the labels from the office of the Business Manager of the Union shall be held accountable for said labels.

All sizes of pipe shall be cut and threaded by employees covered by the Collective Bargaining Agreement of Local Union 130, except for pipe nipples which are defined as lengths of 10 inches or less.

SECTION 4.10 Specifications. Specifications and contract information forms shall be distributed by the Union to all Employers. The Employer shall complete these forms for all jobs above Two Hundred Thousand Dollars (\$200,000.00) for which he has received a signed contract and within ten (10) days after receipt of such signed contract shall forward a copy of the form to the office of the Business Manager of the Union. Intentional falsification of information on these forms shall constitute a violation of this Agreement.

SECTION 4.11 Plumbing Supervision. It is understood that for the purpose of maintaining a proper record and check on all work which comes under local ordinances and/or the Illinois Plumbing License Law such work should be done under the supervision of a licensed and bonded Plumbing Contractor, and by licensed journeymen and apprentices and to protect the public against unsanitary installation by unqualified men, it will not be considered a violation of this Agreement for any journeyman to adhere to the rules of the Union. Nothing shall be incorporated in the "Working Rules" of the Union that conflict in any way with the provisions of the Agreement.

SECTION 4.12 Rule Violators. Any employee having charge of work who is taken out of a shop for violation of Union rules shall be required to remain one (1) working week of forty (40) hours in an advisory capacity if the Employer so desires, the case to be entitled to a hearing as provided in Article III of this Agreement.

SECTION 4.13 OSHA and HAZCOM Training. The Employers will be supplied a referral of Employees with certificates of completion of HAZCOM and OSHA education courses.

The Union and Employers will require that all members be certified in HAZCOM and OSHA. Members will have to get certified through night school. It will not be a violation of this Agreement for any Employer to reject a Union member for employment if he lacks these certifications. Classes in both OSHA and

HAZCOM will be offered regularly at the Local 130 JAC Training Centers. It shall be the responsibility of the Employee, the Union and the Employer to maintain documentation of the individual's OSHA and HAZCOM certification, and any other pertinent industry related certifications.

A referral slip, arrived at from a computerized database, will reflect certification in these areas.

Jobbing and service repair class, to be taught at day and night school, will be jointly developed to help in this market recovery or retention effort.

SECTION 4.13(b) OSHA 30 Hour for Construction. In the case when a job site requires a member to earn OSHA 30 certification, the contractor shall cover the cost of the training. The member may complete the training on his own unpaid time. Training may be completed using an OSHA-approved online course, or at an OSHA-approved training facility of the member's choosing, provided the employer has provided approval in advance.

SECTION 4.14 OSHA and HAZCOM Violations. A written citation will be issued by the Employer to the employee for each violation of OSHA and HAZCOM requirements and a copy will be sent to the Union. An employee can be terminated immediately for willful violations of OSHA and HAZCOM standards.

The offending employee will be summoned before the Union Executive Board upon receiving a third citation and appropriate action will be taken. He will also be apprised that upon receipt of a fourth citation the matter will be turned over to the Joint Arbitration Board for disposition that may result in the employee sharing in the amount of the Employer's fines.

SECTION 4.15 Automobile Not Required. No journeyman shall be required to furnish his automobile or any other conveyance for any purpose other than to transport himself to and from the job.

SECTION 4.16 Work Connected Expenses. All expenses incurred by an employee in telephoning or otherwise connected with his work shall be paid by the Employer.

SECTION 4.17 Travel Expenses. There will be no travel expense for work performed within the jurisdiction of the Union except when prefabrication of work is performed outside the Union's jurisdiction. A journeyman so employed in a fabrication shop will be reimbursed in the same amount per mile as established from time to time by the Internal Revenue Service for determining the standard mileage

rate method of calculating deductible employee automobile business expenses. Said reimbursement shall be calculated from the jobsite to the place of fabrication and back to the job site. However, if any Employer provides transportation for employees working under this Agreement to a fabrication site to perform work, then no travel expense shall be assessed or charged against such Employer.

When employees are required to secure lodging, all reasonable lodging and meal expenses shall be paid by the employer upon presentation of receipts, per IRS guidelines.

SECTION 4.18 Tool Provision. The journeymen shall furnish small pliers and rule. All journeymen and apprentices shall be in possession of a valid journeyman or apprentice Plumbing License at all times. All other tools shall be furnished by the Employer. No journeymen shall be allowed to carry tools or materials belonging to the Employer in the journeyman's automobile, with one exception; that exception is that an employee whose automobile is covered by his own automobile insurance policy may voluntarily agree to carry hand tools, including sawsall, electric drill (1/2" or smaller), hand torch without tank, radio (communication type), and pipe wrenches not to exceed 18". Should an employee voluntarily agree to carry any hand tools on behalf of his Employer, the Employer shall pay any additional insurance cost necessary to make the employee's existing automobile insurance coverage apply to this business use. The Employer may keep a record of his tools to guard against loss or damage to his equipment. Journeymen who receive tools from their Employers shall be responsible for such tools and make good for any tools lost by said journeymen. The Employer will countersign the receipt and provide the employee with a copy. Upon return of the tools both parties will sign off on a dated receipt indicating which if not all the tools have been returned. The Union will require journeymen to replace or pay for lost or missing tools furnished by their Employer and for which the latter holds a receipt from his journeymen. Should a dispute arise with respect to compliance with the requirements of this Section, the matter shall be promptly brought before the Executive Board of the Union for resolution. If a satisfactory resolution is not obtained before the Executive Board, then the matter shall be referred to the Joint Arbitration Board for final disposition.

SECTION 4.19 Clothing Provision. When welders are employed on a job, the Employer shall furnish protective clothing, which shall include sleeves, aprons and gloves, welding hoods, goggles, etc. The welders shall be held responsible for this clothing, except for wear and tear or if stolen from the Employer's job location. Members shall be reimbursed up to \$90.00 (ninety dollars) annually upon presentation of original receipt, if required, to provide safety shoes as a condition of employment on any jobsite.

SECTION 4.20 Illinois or Chicago Plumbing License Renewal and Continuing Education. Journeymen or Apprentices shall maintain a valid and current Illinois or Chicago Plumbing License. It shall be a requirement of this agreement for a Local 130 Journeyman Plumber to obtain and maintain a valid and current plumbing license, to provide proof of valid 4-hour Continuing Education (C.E.) credits in a 12-month period.

ARTICLE V HOURS AND OVERTIME

SECTION 5.1 Workday and Workweek. Eight (8) hours shall constitute a day's work as follows: 8:00 A.M. to noon and 12:30 to 4:30 P.M. on Monday, Tuesday, Wednesday, Thursday and Friday making a forty (40) hour week straight time. The workweek shall be limited to forty (40) hours per week and any and all overtime shall be only with the prior approval of the Joint Arbitration Board, except in the case of actual breakdowns of installed work falling within the jurisdiction of the Union. Such breakdowns shall be reported to the Joint Arbitration Board as soon as possible, but in no event later than 4:30 P.M. of the following business day. With the approval of the Joint Arbitration Board, the 8:00 A.M. starting time and 4:30 P.M. quitting time, specified above, may be adjusted by starting no earlier than 6:00 A.M. and no later than 9:00 A.M. with an appropriately adjusted quitting time, e.g. 6:00 A.M. to 2:30 P.M.; 9:00 A.M. to 5:30 P.M. In the case of an earlier adjusted starting time, employees shall be entitled to one-half (1/2) hour lunch break, no later than five (5) hours after the adjusted starting time.

For employees engaged in residential jobbing and repair work in a residential building of no more than three (3) stories where such work is billed to the customer on an hourly basis and not on a contract basis, any five (5) days with the exception of Sunday may constitute a workweek. The workday shall consist of eight (8) hours from 8:00 A.M. to 4:30 P.M., provided however, that the earlier starting time as provided for above is permitted. Any hours worked in excess of eight (8) hours per day shall be paid at time and one-half. All hours worked on the sixth (6th) day in any workweek other than a Sunday or a legal holiday shall be paid at time and one-half. All hours worked on Sunday or a legal holiday as provided for in Section 5.4 of this Article V shall be paid at double time. The sixth (6th) working day cannot be used as a make-up day. Except as specifically permitted by Appendix B to this Agreement governing the circumstances under which an Employer may schedule flexible hours, employees covered by this Agreement shall work the standard workday and standard workweek at straight time rates and be paid for overtime work at the overtime rates as required by this Article.

Saturday may be used as a make-up day subject to the following conditions:

- a. The time being made up is due to loss of hours related to weather conditions.
- b. Prior permission to work the makeup day must be obtained from the Joint Arbitration Board.
- c. The decision by the employee to work must be voluntary.

Compressed Work Week

See Appendix B on Page 47 regarding scheduling of four consecutive ten hour days.

SECTION 5.2 Overtime. In the event of overtime work, as provided in Section 5.1 above, such overtime work shall be performed at the rate of time and one-half if such overtime work occurs during the period from Monday through Saturday; if overtime work occurs on a Sunday or a legal holiday, as set forth in Section 5.4 of this Article, such overtime work shall be performed at double time.

It is the intention of the parties to this Agreement that offers by Employers of overtime or other benefits for purposes of "pirating" employees covered under this Agreement, shall be deemed to be violations of this Agreement and such Employer shall be subject to the sanctions as set forth in Article III, Section 3.6 of this Agreement.

All members of the Union that work on jobs that extend into scheduled overtime shall be given preference to work the overtime. Absenteeism during the regular workweek may be cause for an Employer to deny the employee future scheduled overtime.

SECTION 5.3 Show-Up Pay. Any employee covered by this Agreement reporting to work upon order of any Employer who is a party to this Agreement and not put to work for any reason,* except fire, accidents, other unavoidable causes, or failure to dress properly for the type of construction on which such employee will be working, shall receive two (2) hours pay for the time lost.

*Any employee covered by this Agreement reporting for work upon order of any Employer who is a party to this Agreement and not put to work because of weather conditions, shall receive one (1) hour of pay for the time lost unless he has been previously notified not to report to work. In order to obtain the one (1) hours pay, the employee must remain on the job for that period of time.

SECTION 5.4 Holidays. The following days, or the day on which they are legally celebrated, shall be recognized as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. No work shall be done on these days, except to protect life and property. Veteran's Day shall be included as a recognized holiday if adopted as such by a majority of unions in the Chicago and Cook County Building Trades Council. A holiday falling on a Saturday will be celebrated on that day. A holiday falling on a Sunday will be celebrated the next day, Monday.

SECTION 5.5 Shift Work. For there to be shift work there must be a first shift during normal working hours. Shift work NEEDS PRIOR approval of the Joint

Arbitration Board. However, when shift work is performed, it must continue for a period of not less than five (5) consecutive working days. The second (2nd) must continue working on the continuation of the work performed by the first (1st) shift. If only two (2) shifts are working, the second (2nd) shift may be for any designated eight (8) hour period beginning after the conclusion of the first (1st) shift, but the starting time selected for the second (2nd) shift shall remain the same for the duration of the shift work.

The hourly rate of employees on the second (2nd) and third (3rd) shifts shall be fifteen percent (15%) over and above the basic hourly rate.

No interruptions shall occur in shift time except lunch and personal breaks.

SECTION 5.5(b) Stand-alone Shift Work. For there to be stand-alone shift work through the normal Monday through Friday work week, there need not be a first shift during normal working hours. Notification of Shift Work shall be provided to the Union Office and Association prior to commencement of work. Stand-alone shift work must continue for a period of not less than five (5) consecutive working days.

Employees on stand-alone shift work shall be paid fifteen percent (15%) above the applicable hourly rate. Shift Work does not apply when an employee works 8 hours at the basic hourly rate prior to the shift. Saturday, Sunday and Holidays are not included in stand-alone shift work and are to be paid in accordance with Article V Section 5.1, 5.2, and 5.4.

ARTICLE VI WAGES

SECTION 6.1 Wage Rates and Fringe Benefits. The Employer hereby agrees to employ journeymen plumbers at the Union prevailing wage rates and pay the fringe benefit contributions set forth or to be determined in the manner set forth in Appendix C to this Agreement. The rates and contributions set forth therein shall be deemed the standard rates to be strictly adhered to as of the effective dates shown.

No Employer shall pay wages in excess of the rates set forth or to be determined in the manner set forth in Appendix C. Contractors (with ownership interest) may work with the tools of the trade provided that he shall pay into the Health and Welfare Fund, Pension Fund, Retirement Fund, Apprentice Training Fund, and Local 130's United Association per capita and dues check off and PCA's Industry Fund (Plumbing Council) for a minimum of thirty-two (32) hours per week

or all hours worked, whichever is greater, at the rate established for each such fund. Working Contractors shall be provided medical benefits for themselves and dependents at a rate established by the Health & Welfare Trustees and in compliance with Federal and State Legal requirements concerning Employer participation in an Employee Benefit Plan.

Newly organized members without a valid City of Chicago or State of Illinois plumbing license will be classified as metal trades and shall obtain a plumbing license within 12 months or future wage increases may be withheld. (Appeals due to extraordinary circumstances will be referred to the Joint Arbitration Board or JAC whichever is applicable). An apprentice with a minimum of 4-½ years credit who has successfully obtained either a City of Chicago or State of Illinois plumbing license shall be paid the then current journeymen wage.

Existing bargaining unit alumni/Participation Agreements of former Locals 93 and 501 and existing Local 130 Employers shall continue at the current Local 130 benefit rates and shall not be involuntarily removed.

If a working Employer ceases working with the tools but wishes to continue in the Fringe Benefit Funds, he/she must sign an Alumni Participation Agreement. Contact the Fund Office.

SECTION 6.2 Supervision Wages. All men who supervise and inspect work and/or who are in charge of any work that requires more than four (4) journeymen and/or apprentices shall be paid foremen's scale per Appendix C.

The Sub-foreman rate shall be 3% above the most current journeymen wage rate. All increases will be rounded to the nearest \$0.05 increment.

The Foremen and Inspectors rate shall be 6% above the most current Journeymen rate. All increases will be rounded to the nearest \$0.05 increment.

The Superintendents & District Foremen rate shall be 8% above the most current Journeymen rate. All increases will be rounded to the nearest \$0.05 increment.

The Employer shall select said man, who shall at all times be subject to orders from the Employer or his Superintendent. This Section does not apply to repair work.

Foremen rate of pay shall prevail for any journeyman who is assuming full responsibility for any job when such responsibility is of a supervisory nature in

representing his Employer, as described in Section 7.1.

SECTION 6.3 Apprentice's Wage. It is understood and agreed that the wages of apprentices learning the plumbing trade and the fringe benefits to be paid on their behalf shall be as set forth or to be determined in the manner as set forth in Appendix C as of the effective dates shown thereon.

It is also understood and agreed that fringe benefits will not be paid on behalf of an Apprentice for their mandatory school day. Fringe benefits contributions will otherwise be paid according to Appendix C on all hours worked. No Industry Fund contribution will be paid on mandatory school days.

Fourth and fifth year apprentices will be required to attend additional courses as prescribed by the Joint Apprentice Committee. Wages will not be paid for attendance. However, a twenty-five dollar (\$25.00) per day per diem will be paid by the Employer to offset transportation and meal expenses.

SECTION 6.4 Pay Day. Employee members of the Union shall be paid once each week in accordance with Section 6.5 on the regular established pay day of the Employer. In no event, may the regular pay day be more than four (4) working days after the day on which the Employer's workweek ends. If the regular pay day should fall on the same day as a legal holiday (as set forth in this Agreement), the employee shall be paid on the workday immediately preceding the legal holiday.

SECTION 6.5 Wage Payment. No member shall accept wage payment in cash, but shall only accept payment by check, either paid directly to the employee or by direct deposit to the employee's designated bank account, so that a full and complete record of wages, withholding taxes, social security, pension and welfare contributions and any other deductions required by this Agreement will be readily available.

Any Employer who fails to have sufficient funds in the bank to cover all paychecks issued to employees will be denied the privilege of paying by the normal payroll checks, and must pay all future payroll by certified check only until such time as the Union gives the Employer written notice that it is satisfied that the Employer is financially responsible and, therefore, able to resume payment of payroll by non-certified check. In the event of an Employer's failure to pay the wages provided for in this Agreement or failure to comply with the term of this Section 6.5, the Union shall have the right without giving notice to withdraw its members from

the employ of, to picket and/or take other lawful economic action against such Employer in order to compel the payment of wages or compliance with this Section 6.5, such withdrawal of employees, picketing and/or lawful economic action shall not be considered a violation of this Agreement on the part of the Union and shall not be a subject of arbitration. If employees are withdrawn from any job or if the Union strikes in order to compel an Employer to fulfill its obligations under this Section, the employees who are affected by such stoppage of work shall be paid for up to twenty-four (24) hours wages lost at straight time pay by reason of any strike or any action taken by the Union under this Section.

SECTION 6.6 Union Dues Deduction. The Employer agrees that each payroll period it will deduct any authorized deductions owed to the Union for said payroll period from the wages of employees who are covered by this Agreement and who have authorized such deductions, by an authorization which is in accord with applicable law. The Employer shall remit to the Union the amount so deducted at the same time and accompanying all contributions and payroll deductions listed on Appendix C. All such remittances shall be sent to the Benefit Funds by a single check payable to the Plumbers' Local 130 Contribution Account.

SECTION 6.6(b) Political Action Fund Check Off. Each Employer agrees to deduct amount authorized in accordance with Appendix "C" (or such other uniform amount upon notice from the Local Union and authorization in writing from individual employees) for each hour worked, from the wages of those employees who authorize the deduction of this amount as a political action contribution, by signing a check-off authorization card. This amount shall be transmitted to the Benefit Funds on a weekly or monthly reporting 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. These contributions are voluntary in nature and will be transmitted by the Local Union to an affiliated political action committee.

SECTION 6.7 Pay at Separation. If an employee is to be laid off or discharged, except for cause, he shall be so notified and paid off in full, at least one-half (1/2) hour before the established quitting time. Should the Employer require the employee to be laid off or discharged to receive his check at the office of the Employer, the employee shall be allowed two (2) hours at regular pay. Should the employee not be paid promptly upon arrival at the office of the Employer, he shall be paid at the regular hourly rate of pay for all time in waiting. Employees covered by this Agreement, who leave an Employer of their own volition, may wait until the regular pay day of the current week to collect wages due.

SECTION 6.8 Bond Requirements. Each Employer shall be required to obtain, maintain, in full force and effect and keep on file with the Union and the Benefit Funds either a dual bond or two separate bonds, or an irrevocable letter of credit, to secure all monetary obligations pursuant to the following schedule.

Number of Employees	Amount of Bond
0 to 2	\$25,000
3 to 5 *	\$50,000
6 to 12	\$125,000
13 to 19	\$200,000
20 to 39	\$300,000
40 to 69	\$600,000
70 to 99	\$800,000
100 to 149	\$1,200,000
150 and above	\$1,500,000

*Mandatory bond or irrevocable letter of credit required for 3 or more men.

The bond(s) or irrevocable letter(s) of credit will be for the total amount currently set forth above. The Employer shall acquire a wage bond covering wages, assessments, and employee authorized deductions, for 50% of that total, as well as a fringe benefit bond for 50% of the total required bond. In lieu of having two bonds, an employer may acquire a dual bond with separate Liability Limits such that 50% of the dual bond will cover wages, assessments, employee authorized deductions and the other 50% of the dual bond shall cover the remaining fringe benefit funds set forth in the Collective Bargaining Agreement in Article IX. Notices required regarding termination or modification of these instruments must be sent to both the Union and the Benefit Funds.

The Employer shall provide the wage bond to the Union and shall provide the fringe benefit bond to the Benefit Funds. A dual bond shall be provided to both the Union and the Benefit Funds with one original to the Union and a Certified Copy to the Benefit Funds.

Each Employer shall obtain the bonds required by this Section with a minimum rating of "B" according to the Best or Moody rating service. In lieu of such bonds, the Employer may obtain irrevocable bank letters of credit to secure such obligations in such form and on such terms as determined by the Union. This letter of credit shall be held in the Union's possession with a Certified Copy provided

to the Benefit Funds. An Employer who employs less than three (3) men and is unable to obtain such bond or irrevocable letter of credit shall make payment of wages and all deductions and contributions required by this Agreement on a weekly basis. Weekly reports and payments of all contributions and deductions provided for in this Agreement are due on Thursday of the week following the week for which they are owed.

In the event an Employer that is not subject to a mandatory bond or irrevocable letter of credit fails to secure a bond or irrevocable Letter of Credit, an agent of the Employer must sign a personal note and guarantee to be jointly and severally liable along with the company for all wages and fringe benefits that become due during the weekly period.

In the event of an Employer's failure to comply with the obligations imposed by this Section, the Union shall have the right to withdraw its members from the employ of, to picket and/or to use other lawful economic means against such Employer in order to compel compliance herewith. Such withdrawal of employees, picketing or other lawful economic actions shall not be considered a violation of this Agreement on the part of the Union and shall not be subject to arbitration. In no event, will members of the Union be permitted to work for an Employer who does not fulfill the requirements and obligations set forth in this Section.

Further, an Employer who fails to comply with the obligations imposed by this Section shall also be liable to the employees, Union, Trust Funds and other entities, as the case may be, for the payment of liquidated damages in the amount(s) equal to the monetary obligation(s) due and owing them or any of them which the bond or letter of credit required by this Section are designed to secure. The Joint Arbitration Board shall have the power to award such liquidated damages in any proceeding before it which involves a violation of this Section, and such liquidated damages shall be in addition to any and all remedies available for violations of any other provision of this Agreement or under any law of the State of Illinois or the United States.

SECTION 6.9 Prevailing Wage Payment. Any member of another local affiliated with the UA working for a contractor signatory with Plumbers Local 130 UA, will be paid the prevailing rate of Plumbers Local 130 UA, as well as any member of Plumbers Local 130 UA working in the jurisdiction of another Local Union for a contractor signatory with Plumbers Local 130 UA.

SECTION 6.9 (b) Prevailing Wage Reporting. The employer may complete in conjunction with the Benefit Funds monthly payroll reports: wages, hours & job

locations for local, state or federal projects. This may include but not be limited to Davis Bacon, prevailing wage and certified payroll reports. The forms will be provided by the Union.

SECTION 6.10 Voluntary Savings Plan. Effective June 1, 2020, this Voluntary Savings Plan is terminated.

ARTICLE VII FOREMEN

SECTION 7.1 Foreman's Duties. A foreman shall represent his Employer on a project to the limit of authority prescribed and given by his Employer. Within that authority he shall perform the following duties as applicable for the orderly and efficient installation of the work:

1. Supervise and coordinate the work and activity of the men;
2. Plan and schedule the work, including the necessary layout;
3. Coordinate his work with that of other trades in an orderly fashion;
4. Anticipate and arrange for the delivery of tools and materials without undue frequency;
5. Represent the Employer at job meetings and safety meetings and implement results consistent with the Employer's policy;
6. Reassign employees for the best use of their abilities, when necessary;
7. Attempt to resolve grievances at an early stage;
8. Assemble and verify the time sheets in the form prescribed by the employer
9. Update as-built drawings and instructions for the maintenance of equipment and the operation of systems;
10. Keep job log and transmit to the Employer at the conclusion of the work;
11. Stress safe working habits, and supplement all activity in Article IV of this Agreement; and
12. Give notice to the Local Union that the project or job has begun.

A foreman may supervise journeymen and/or apprentices on more than one building provided it is considered within the job site and covered by the same contract and Employer. If it is necessary for an employee covered by this Agreement to supervise work on separate job sites covered by a separate contract, he shall be rated as a Superintendent.

SECTION 7.2 Foreman's Schedule. The following schedule shall determine the supervision on each jobsite where the manpower reaches the ratios provided hereunder, excluding service and emergency repair.

Journeyman & Apprentices	Sub-Foremen	Foremen	Superintendent
4 to 9	0	1	0
10 to 18	1	1	0
19 to 25	2	2	1
26 to 35	2	2	1
36 to 45	3	2	1

ARTICLE VIII APPRENTICES

ARTICLE VIII has been intentionally left blank since provisions of former
ARTICLE VIII has been incorporated into Section 4.8: Staffing
and Section 6.3: Apprentice's Wage.

ARTICLE IX FRINGE BENEFITS

SECTION 9.1 Retirement Savings Fund. Effective as of the dates set forth in Appendix C, each Employer will contribute the sum per hour set forth or to be determined in the manner set forth in Appendix C for each hour worked by and on behalf of each employee covered by this Agreement to the Plumbers' Retirement Savings Fund, Local 130, UA.

Effective January 1, 2024, a 401(k) feature was added to the Plumbers Retirement Savings Fund, Local 130, UA ("Retirement Savings Fund"). To participate in the 401(k) feature, the employee must voluntarily sign an authorization form approved by the Trustees directing the Employer to reduce the employee's hourly pay by at least \$0.50 per hour or multiples of \$.50 per hour, up to the limit established by the Internal Revenue Code. The employee shall not direct more than the annual limit established by the Internal Revenue Code. The employee's elective deferrals shall be withheld from the employee's weekly wages and are due as provided in Section 9.8 of this Agreement. The bargaining parties agree that the first day of the

following month, consistent with Section 9.8, represents a reasonable period of time for purposes of accurately transmitting elective deferrals to the Fund Office due to the fluctuations in an employee's workweek, the wide range in administrative sophistication among the contributing employers, and to avoid inaccurate reporting.

It is expressly understood and agreed that neither the Employer nor the Union shall have any right, title, interest, or power over such money so forwarded, but that all money so forwarded, deposited or accrued shall at all times remain the exclusive property of the employee from-whose pay such deductions are made.

An Employee may change their deferral amount once per year by July 1 as determined by the Trustees of the Retirement Savings Fund. An employee may cease making salary deferrals at any time upon proper written notice to their Employer and the Retirement Savings Fund. Such employee may only resume salary deferrals on the following July 1.

For each employee electing to participate in the 401(k) feature, each Employer:

- a. adopts and agrees to be bound by the terms and conditions of the agreements establishing and governing the Plumbers' Retirement Savings Trust Fund, and any amendments made thereto as though the Trust Agreement was set forth in full including any policies or procedures promulgated by the Trustees;
- b. agrees to provide the necessary participant compensation information as reasonably requested by the Plumbers' Retirement Savings Trust Fund on a timely basis consistent with the rules set forth by the Trustees of the Plumbers' Retirement Savings Fund, Local 130, UA. Such compensation shall only be used for purposes of administering the Plumbers' Retirement Savings Fund, Local 130, UA;
- c. ratifies, accepts and irrevocably designates as its representatives the Employer Trustees of the Plumbers' Retirement Savings Trust Fund, appointed from time to time in accordance with the terms of the Plumbers' Retirement Savings Trust Fund Trust Agreement; and
- d. agrees to contribute pay deferral amounts elected under this Section 9.1 into the Plumbers' Retirement Savings Trust Fund, and to be bound by all amendments hereinafter made as if the Employer had signed the original

of said Trust Agreements and any Amendments from time to time or to be made.

SECTION 9.2 Health & Welfare, Pension and Retirement Plan. Effective as of the dates set forth in Appendix C, each Employer will contribute the sums per hour set forth or to be determined in the manner set forth on Appendix C for each hour worked by and on behalf of each employee covered by this Agreement, including apprentices, to the Plumbers' Pension Fund, Local 130, UA and for each hour so worked to the Plumbers' Health and Welfare Fund, Local 130, UA. Under the Retirement Plan contributions for first, second and third year apprentices shall be as set forth in Appendix C. Metal Trades Mc covered by this agreement are exempt from Section 9.2.

Contributions in themselves are deemed as providing coverage as may be required by the law. Eligibility for coverage is controlled by the trust and is another matter apart and separate.

Each Employer adopts and agrees to be bound by the terms and conditions of the agreements establishing and governing:

- a. The Plumbers' Pension Fund, Local 130 UA being that Trust Agreement dated May 14, 1953; and any amendments previously made thereto, with the same force and effect as though said Trust Agreement was set forth here in full.
- b. The Plumbers' Welfare Fund, Local 130 UA being that Trust Agreement dated October 3, 1950; and any amendments previously made thereto, with the same force and effect as though said Trust Agreement was set forth here in full.
- c. The Plumbers' Retirement Savings Fund, Local 130 UA. being that Trust Agreement dated September 1, 1998, and any Amendments previously made thereto, with the same force and effect as though said Trust Agreement was set forth here in full.
- d. The Employer ratifies, accepts and irrevocably designates as its representatives the Employer Trustees of each of said Funds who from time to time shall be appointed as such in accordance with the terms of the Trust Agreements.
- e. The Employer agrees to make the contributions required by this Section 9.2 and Appendix C into the Funds established and governed by said Trust Agreements and to be bound by all amendments thereto hereafter made as if the Employer had signed the original of said Trust

Agreements and any amendments from time to time or to be made.

The Employer and the Union acknowledge that the Board of Trustees of the Welfare Fund may prepare and approve the necessary documents and agreements to take the necessary actions to establish in cooperation with other unrelated collectively bargained welfare funds additional wellness centers in the future in order to provide benefits for employees covered by the CBA, and agree to be bound by the terms of those wellness center agreements, as applicable; provided that such documents are in compliance with applicable laws and are otherwise not inconsistent with the CBA. Furthermore, the Employer and Union ratify all legally valid actions taken by the Board of Trustees of the Welfare Fund that are within the scope of their authority to establish the wellness centers.

It is understood the Welfare Fund is a multiemployer employee welfare benefit plan that is established or maintained under or pursuant to one or more collective bargaining agreements as defined under Sections 3(1) and 3(37) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") (29 U.S.C. 1002(1), and 1002(37)), and that the welfare benefits provided to eligible participants of the Welfare Fund at the wellness centers are component benefits of the Welfare Fund.

SECTION 9.3 Apprentice Trust Fund. Effective as of the dates set forth in Appendix C, each Employer will contribute the sum per hour set forth or to be determined in the manner set forth on Appendix C for each hour worked by and on behalf of each employee covered by this Agreement, including apprentices, to the Trust Fund for Apprentice and Journeymen Education and Training, Local Union 130, UA.

Each Employer adopts and agrees to be bound by the terms and conditions of the Agreement establishing and governing the Trust Fund for Apprentice and Journeymen Education and Training, Local 130, UA, being that Trust Agreement dated June 1, 1965, and any amendments previously made thereto, with the same force and effect as though said Trust Agreement was set forth here in full. The Employer ratifies, accepts and irrevocably designates as its representatives the Employer Trustees of said Fund who from time to time shall be appointed as such in accordance with the terms of the Trust Agreement. The Employer agrees to make the contributions required by this Section 9.3 and Appendix C into the Fund established and governed by said Trust Agreement and to be bound by all amendments thereto hereafter made as if the Employer had signed the original of said Trust Agreement and any amendments from time to time made or to be made.

SECTION 9.4 Plumbing Council (PCA Industry Fund). Effective as of the dates set forth in Appendix C, each Employer shall contribute the sums set forth or to be determined in the manner set forth on Appendix C for each hour worked by each employee covered by this Agreement, including apprentices, to the Plumbing Council, a not-for-profit corporation.

The desired policy and priorities of the Plumbing Council will emanate from the Council Advisory Board appointed by the President of the PCA and whose members will represent the PCA on the All Industry Committee that consists of Management and Labor representatives.

The Plumbing Council shall protect, promote, foster, and advance the interests of Employers and employees engaged in the plumbing contracting and servicing industry including, but not limited to, the following pursuits.

- a. To engage in public relations programs designed to create a better public understanding of the industry and to encourage greater use of the industry's services by owners and construction and service purchasers for the benefit of the general public.
- b. To cooperate with public officials and representatives of other organizations on all matters of mutual interest affecting the construction industry.
- c. To foster and promote better Employer/employee relationships and to strive for optimum efficiency and workmanship in construction methods.
- d. To foster and provide for the education and training of supervisory and managerial personnel.
- e. To promote research and experimentation concerned with improving existing construction methods and developing, testing and promoting new construction materials and/or modes of construction.
- f. To promote safety in the plumbing contracting industry by developing programs and activities directed at assisting, technically or otherwise, architects, engineers, specification writers, general contractors, and governmental authorities and agencies, in the formulation or improvement of federal, state, and municipal regulations and other technical and safety programs having as their object the safe, adequate and improved quality of plumbing contractors' service to the public.

- g. To support the activities and programs of the PCA including collective bargaining and related matters.
- h. To foster and promote compliance with all laws, regulations, and orders concerning affirmative action and equal opportunity for employment.
- i. To engage in all other acts consistent with the purposes and terms of this Agreement and with the laws of the State of Illinois.
- j. No part of the Industry Funds shall be used for any purpose which tends to restrain or limit competition.
- k. To support public officials who support legislation beneficial to Plumbing Contractors.

The parties agree that since the Plumbing Council is an industry fund, proposals related to it are permissive subjects of bargaining. While the PCA has agreed that the "pursuits" of the Plumbing Council, as described in the Plumbing Council By-Laws adopted January 12, 2016, are to be included in the Collective Bargaining Agreement, that inclusion should not be construed as a waiver of the PCA's position that this entire subject is "permissive" and should not be construed as any restriction on the Plumbing Council's right to interpret, amend or change its By-Laws including the "pursuits" recited therein.

Any amendment, change, or alteration of the existing Plumbing Council By-Laws adopted January 12, 2016 including "the pursuits" recited therein will not in any way alter, amend, change or affect the provisions of Section 9.4, par. 3 of the Collective Bargaining Agreement for the term of this Agreement.

SECTION 9.5 Group Legal Plan. Effective June 1, 2014, the Group Legal Services Plan was terminated. The 64¢ per hour employer contributions was allocated to the Retirement Savings Plan (Pension Defined Contribution Plan), as designated by the Union.

SECTION 9.6 Industry Advancement Fund. The Union agrees to Management's participation in industry advancement funds and will participate as a partner in proposed industry dialogues.

SECTION 9.7 Non-Deduction from Wages.

- a. Contributions provided under Sections 9.1, 9.2, 9.3 and 9.4 shall not be deducted from the wages of the employees.
- b. Effective as of the dates set forth in Appendix C of this Agreement, each Employer will contribute the sums per hour set forth or to be determined in the manner set forth in Appendix C for each hour worked excluding time spent in training or education required by the Employer with prior approval of the Joint Arbitration Board by and on behalf of each employee covered by this Agreement.

SECTION 9.8 Contribution and Deduction Due Dates. Except as provided in Section 6.8 for an Employer who is unable to obtain a bond or irrevocable letter of credit, all contributions and deductions provided for in this Agreement are due the first (1st) day of the month following the month for which they are owed. However, contributions and deductions received by the Benefit Funds by the fifteenth (15th) day of that month will not be subject to interest and liquidated damage charges (e.g. contributions and deductions for the month of June are due July 1, but can be paid up to July 15 without incurring interest and/or liquidated damage charges). An Employer who fails to make such contributions and deductions by the 15th day of the month in which they are due, shall pay, in addition to the actual delinquent amounts, interest thereon beginning with the due date at the rate of a minimum of eight percent (8%) per annum or Prime plus three percent (3%) whichever is higher and liquidated damages in the amount of eight percent (8%) on the cumulative outstanding balance due. The costs of administration and collection are inherently difficult to predict. Therefore, the parties understand and agree that the liquidated damages and interest provided herein are reasonable estimates of those costs and not penalties. The delinquent Employer shall also be responsible for any employee's claim for Welfare benefits arising during the period of such delinquency.

If discovered that prior contributions or deductions have not been in accordance with the terms of this Agreement, the Employer advised of the discrepancy shall remit the amounts due plus the above described interest and liquidated damages.

The provisions for interest, liquidated damages, reimbursement of litigation costs, strikes, picketing and/or other remedies set forth herein and available to the Union and/or Trustees of the various Funds in the event of an Employer's breach of any obligation under this Section 9.8 and Sections 9.1, 9.2, 9.3, 9.4, 9.7, and 9.9 of this Article IX, and Sections 6.4, 6.5, and 6.6, of Article VI are cumulative and are not intended to serve and shall not serve as a substitute for or in any way limit any other remedies or relief which also may be available to the Union and/or the Trustees

under this Agreement or under any Illinois or federal law. Further, the Union's failure to exercise its rights to withdraw its members from the employ of, to picket, strike or take other lawful economic action against any Employer who violates this Section 9.8 or Sections 9.1, 9.2, 9.3, 9.4, 9.7 and 9.9 of this Article IX or Sections 6.4, 6.5, and 6.6, of Article VI, shall not be deemed a waiver on the part of the Union to exercise such right or award such remedy, respectively, in the case of any such subsequent violations by the same Employer or another Employer.

Upon five (5) days written notice by Certified Mail the Union shall have the right to withdraw its members from the employ of, to picket and/or to take other lawful action against any Employer who fails to make the required benefit contributions and/or deductions as required by this Agreement. Any employee who loses time from work because of the failure of his Employer to pay said fringe benefit contributions and/or deductions as required by this Agreement, shall be reimbursed by the Employer for up to twenty-four (24) hours wages lost at straight time pay by reason of any strike or other action taken by the Union under this Section. Such withdrawal of employees, picketing and/or other lawful economic action shall not be considered a violation of this Agreement on the part of the Union and shall not be subject to arbitration.

In the event an Employer shall default in the payment of any contributions or deductions provided for by the terms of this Agreement, it shall be considered the same as failure to pay wages.

SECTION 9.9 Employer Recording. Each Employer shall file with the Benefit Funds on a reporting form to be devised by the Funds (breakdown and monetary allocations provided by the union), on or before the due date for the remittance of contributions and deductions, an itemization of the money payments required to be paid by the Employer covered by said report under the terms of this Agreement. The Fringe Benefit Funds shall have the right to inspect Employer's payroll records as well as the other records described in Section 1.6 of this Agreement, for the purpose of determining whether the Employer is complying with the provisions of this Agreement relating to Fringe Benefit Fund contributions being paid. The Employer shall make such books and records available at reasonable business times and hours, at the option of the Fringe Benefit Funds, to a representative of a certified public accountant designated by the Benefit Funds. The Employer shall retain payroll records including but not limited to time sheets for a period of ten (10) years. The Union shall have the right upon two (2) days written notice by Certified Mail to withdraw its members from the employ of, to picket and/or to take other lawful economic action against any Employer in order to compel the Employer to make such books and records available. If employees are withdrawn from any job or if the Union

strikes in order to compel an Employer to make such books and records available, the employees who are affected by such stoppage of work shall be paid for up to twenty-four (24) hours wages lost at straight time pay. Such withdrawal of employees picketing and/or other lawful economic action to compel an Employer to make his books and records available shall not be considered a violation of this Agreement on the part of the Union and it shall not be a subject of arbitration.

Employer shall file with the Union on a reporting form to be devised by the Union, on or before the due date for the remittance of union dues deductions, an itemization of the payments required to be paid by the Employer covered by said report under the terms of this Agreement. The Union shall have the right to inspect Employer's payroll records for the purpose of determining whether the Employer is complying with the provisions of this Agreement relating to the contract rate of wages and union dues deductions being paid. The Employer shall make such books and records available at reasonable business times and hours, to the Union. The Union shall have the right upon two (2) days written notice by Certified Mail to withdraw its members from the employ of, to picket and/or to take other lawful economic action against any Employer in order to compel the Employer to make such books and records available. If employees are withdrawn from any job or if the Union strikes in order to compel an Employer to make such books and records available, the employees who are affected by such stoppage of work shall be paid for up to twenty-four (24) hours wages lost at straight time pay. Such withdrawal of employees picketing and/or other lawful economic action to compel an Employer to make his books and records available shall not be considered a violation of this Agreement on the part of the Union and it shall not be a subject of arbitration.

ARTICLE X HIRING

Each member shall request a referral slip from the Local Union office when changing jobs and present same to his new Employer. If a member does not obtain said referral slip, he may be cited before the Executive Board of the Union. The Employer may be held responsible to the Joint Arbitration Board for anyone he hires and puts to work without a referral slip. The Union shall refer applicants for employment according to the following minimum standards:

1. The selection of applicants for referral to any job shall be on a nondiscriminatory basis and shall not be based on or in any way affected by the applicant's race, color, religion, creed, sex, national origin, age, marital status, disability or unfavorable discharge from military service in accordance with relevant Illinois, local, and federal law.

2. The Employer shall have the sole and exclusive right of accepting or rejecting applicants for work and need not give preference or priority to applicants referred by the Union.
3. The selection, hiring, supervision and training of all apprentices shall be subject to the rules and control of the Plumbers' Joint Apprenticeship Committee LU 130 UA, and further shall be subject to the Provision of Article X, Paragraph 1 of this Agreement.
4. All referral slips must contain the following information:
 - a. The employee's name, United Association number, the last four digits of the social security number, plumbing license number (if applicable), address, telephone numbers, and e-mail address (if available);
 - b. The employee's certifications, i.e., the required four (4) hours of Illinois or Chicago-approved Continued Education (CE) credit each year, OSHA, HAZCOM, competent person, safety course, cross connection and backflow license, etc.;
 - c. The Employer's name, address, telephone number, the location, date and time to report, and whom to contact at that location.
 - d. A copy of the referral slip must be signed by the employee and a copy of the referral slip will be provided to the Employer.

NOTE: The Plumbing Council of Greater Chicago and the PCA will notify all contractors of the requirement of requesting a referral slip from all new hires. This requirement will also be a subject of discussion at an All Industry meeting.

5. When the Union does not furnish qualified persons within forty-eight (48) hours (Saturdays, Sundays and holidays excluded) of the initial request, the Employer shall be free to obtain people from any source. In doing so the Employer shall be permitted to hire persons. It is understood that preference for such employment shall be given to journeymen with previous experience in the plumbing industry.

ARTICLE XI ON THE JOB INJURIES

Employees covered by this Agreement who, as a result of injuries received on the job, are required to obtain medical aid for such injuries, shall be reimbursed for said time spent in obtaining medical aid. If the Employer's doctor or Employer's insurance company doctor makes available to the injured employee evening or non-working hours for further aid or treatment of an injury, which will not cause a loss of regular work time, then said employee shall arrange to have all further visits to the doctor scheduled for non-working hours.

ARTICLE XII INDUSTRY COMMITTEE

The parties hereto agree that it is in the mutual interest of those engaged in the plumbing industry to have a formal mechanism to deal with issues which concern the industry and which affect the interests of the Employers and Union and employees represented by the Union who are parties to, bound by or covered by this Agreement. Therefore, the parties hereto agree to establish an All Industry Committee to meet, discuss and deal with such issues. Said Committee shall be composed of the President of the PCA; two (2) members appointed by the President of the PCA who shall be Employers and who shall serve in an advisory capacity to the Plumbing Council of Greater Chicago; the Union's Business Manager; and three (3) members appointed by the Business Manager from among the officers of the Union. Co-Chairmen shall be elected (one Labor and one Management) from the designated members of the Committee. The Committee shall meet from time to time as determined by the Co-Chairmen.

All meeting expenses and costs shall be shared equally by the PCA and the Union. The expenses and costs incurred by either the PCA or the Union in connection with any action or undertaking by those respective parties related to or arising out of any matter considered by the Committee shall be borne by the party taking such action.

ARTICLE XIII JURISDICTIONAL DISPUTES

The Employer and Union agree that in the event of any jurisdictional dispute between the Union and another labor organization bound by the Standard Agreement establishing the Joint Conference Board of the Construction Employers' Association and the Chicago and Cook County Building Trades Council with respect to any work

at or related to any site or project within Cook County, Illinois at which the Employer is engaged or is to be engaged as a contractor or a subcontractor or to perform any work, said dispute shall be submitted to said Joint Conference Board for final and binding resolution pursuant to said Standard Agreement and the Board's procedures there under. The Employer and Union agree to be bound by the procedures and decision of the Joint Conference Board with respect to any such dispute in accordance with said procedures.

ARTICLE XIV SUCCESSORS AND ASSIGNS

SECTION 14.1. Employer Entities Bound. This Agreement is binding upon the Employer regardless of whether he or it changes the name or address of his or its business and upon any other business entity within the trade and territorial jurisdiction of the Union which is owned, managed, controlled and/or operated by the Employer or its principals or any of them. This paragraph is intended to apply to the scope of work covered by this Agreement and shall not be construed as adding to the scope of such work.

SECTION 14.2. Successors and Assigns. This Agreement shall be equally binding on the Employer and its successors and assigns and it is the intent of the parties that this Agreement shall remain in effect for its full term and bind the successors of the respective parties. In furtherance of this intent, it is agreed that in the event of any sale, merger, acquisition, consolidation or any other transfer of the Employer's business, the Employer shall make it a condition of such transfer and the agreement by which any such transfer is accomplished shall provide that the transferee shall be bound by the terms of this Agreement. The Employer shall give the Union written notice of any such transfer at least ten (10) days prior to the closing date thereof and specifically advise the Union in said notice that the provisions of this Article have been complied with.

ARTICLE XV ANNUAL REOPENERS

ARTICLE XV HAS BEEN INTENTIONALLY LEFT BLANK

ARTICLE XVI SEPARABLE PROVISIONS

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the end that in the event that any clause or clauses shall be specifically and finally determined to be in violation of any Illinois or federal law, then in such event such clause or clauses only, to the extent only that any may be so in violation, shall be deemed of no force and effect and unenforceable upon written notice of such invalidity from one party to the other, without such invalidity impairing the validity and enforceability of the rest of the Agreement including any and all provisions in the remainder of any clause, sentence or paragraph in which the language determined to be invalid may appear. In the event of such invalidity and notice thereof, the parties shall meet promptly at the request of either party to negotiate mutually acceptable substitute language. If the parties are unable to agree on such substitute language, either party shall be permitted to exercise all legal and lawful economic recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

ARTICLE XVII SERVICE & MAINTENANCE AGREEMENT

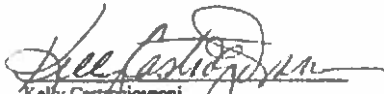
The Agreement recognizes that there exists a Plumbing Service & Maintenance Area Agreement, the Plumbers Local Union 130 UA Service & Maintenance Agreement. Whenever the terms of this Agreement shall conflict with the terms of the Service & Maintenance Agreement, the terms of the Service & Maintenance Agreement shall control.

ARTICLE XVIII DURATION OF AGREEMENT

The Collective Bargaining Agreement between the Plumbers Local Union 130 UA and the PCA shall be in effect between June 1, 2024 through May 31, 2028, and thereafter for successive yearly periods, unless written notice to terminate or with its intention to modify the Agreement is received, by certified mail- return receipt requested, no more than ninety (90) days but no less than sixty (60) days prior to the expiration date of any such then current Collective Bargaining Agreement.

This Agreement is hereby executed as of the 1st day of June 2024.

PCA of Greater Chicago


Kelly Castrogiovanni
Co-Chairman of Labor Relations Committee
President, PCA of Greater Chicago


Mike Kerrigan
Co-Chairman of Labor Relations Committee

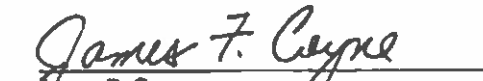

John Baethke
Labor Relations Committee

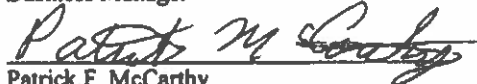

Brian Kennedy
Labor Relations Committee


Paul Aleck
Labor Relations Committee


S.J. Peters
Labor Relations Committee

PLUMBERS LOCAL UNION 130 UA


James F. Coyne
Business Manager


Patrick F. McCarthy
Recording Secretary


John P. Hosty
Business Representative


Michael E. Shea
Business Representative


Patrick C. Brooks
Lead Organizers/Business Representative

APPENDIX A

OCCUPATIONAL JURISDICTION

Plumbers Local 130 UA will aid and assist all Local 130 signatory contractors in any and all jurisdictional disputes that arise over work included in the jurisdiction list.

The following shall constitute the occupational jurisdiction of work of the Union:

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 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 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., as 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 lining (including lead lining) for X-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flanges in connection with the plumbing industry.
11. All fire stand pipes, fire pumps, pressure and storage tanks, valves, hoseracks, 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 motorcars, 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 and 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 accessories and parts of burners and stokers, etc.
26. All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.
27. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, and mixing devices, and piping thereto of every description.
28. The setting and 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. All piping and accessories for residential and multi-purpose fire sprinkler systems.

30. All piping for sterilizing, chemical treatment, deodorizing and all cleaning systems of every description and laundries for all purposes.
31. All piping for oil or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.
32. All piping for power, or heating purposes, either by water, air, steam, gas, oil, 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, dehumidifying, 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 distribution 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 and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduits and boxes used in connection with the 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 plumbing industry.
44. Laying out, cutting, bending and fabricating of all pipework 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 Plumbing Industry, including, but not limited to, forklifts, end loaders, winch trucks, A- frames and hoists, drill rigs, backhoes, skid steers, power shovels, trench hoes, tuggers, tampers and generators, provided these engines and equipment are used in conjunction with the other work covered by this Agreement as a time- saving device.
48. The operation, maintenance, repairing, servicing and dismantling of all work installed by journeymen under this Agreement.
49. All piping for cataracts, cascades, i.e., (artificial water falls), make-up water
fountains, captured waters, water towers, cooling towers, and spray ponds, used for industrial, manufacturing, commercial, or any other purpose.
50. Piping herein specified means pipe made from metals, tile, glass, rubber, plastic, wood, or any other kind of material or product manufactured into pipe, usable in the plumbing industry, regardless of size or shape.
51. The installation and testing of backflow preventors.
52. All Sustainable piping systems of every description. Not limited to the collection and use of greywater, rainwater/storm water, recycled water,
reclaimed water, Black water, and any type of non-potable water, pipe fittings,
basins, cisterns, equipment, pumps, tanks, filters, screens, sanitizing, controls and appurtenances, etc., new construction, alteration, repair and maintenance.
53. All field layout, locating of plumbing, superintending, installation, maintenance and repair with respect to plumbing. Not limited to the use of
robotic total stations or other similar equipment to locate and lay out all plumbing systems within the building.

APPENDIX B FLEXIBLE WORKDAY AND WORKWEEK

Except as specifically permitted under the following provisions of this Appendix B governing flexible workdays and the flexible workweek, employees covered by the Agreement to which this Appendix B is attached shall work the standard workday and standard workweek at the straight time rates and be paid for overtime work at the overtime rates as provided in Section 5.2 of the Agreement.

1. Only Employers who employ apprentice plumbers may be permitted to utilize a flexible workday or a flexible workweek. An adequate quantity of competent apprentices are available through the Joint Apprenticeship Committee.
2. The flexible workday and flexible workweek are not permitted for any work done on a contract basis. They are permitted only under the terms further specified herein below for residential, commercial or industrial jobbing repair and/or service work billed to the customer on an hourly basis.
3. No employee may be scheduled for or required to work more than eight (8) flexible hours in any workweek.
4. The flexible workday, Monday through Friday, consists of up to eight (8) consecutive hours between 6:00 A.M. and 8:30 P.M., exclusive of a one-half (1/2) hour unpaid meal break to be taken no later than five (5) hours after the employee's starting time; provided, however, that in no event may such a flexible workday start later than 12:00 P.M. (noon). The pay rate for flexible hours worked before the regular starting time for the Employer's shop (i.e. 6:00 A.M. or 9:00 A.M.) and after the regular quitting time (i.e. 2:30 P.M. or 5:30 P.M.) shall be the regular straight time hourly rate plus fifteen percent (15%). All hours worked on such days in excess of eight (8) hours shall be paid at one and one-half (1-1/2) times the regular straight time hourly rate.
5. Eligible Employers may schedule Saturdays as a regular fifth (5th) flexible workday in any workweek for jobbing repair and/or service work. In such cases, the Saturday flexible workday shall consist of the hours between 8:00 A.M. and 4:30 P.M., exclusive of a one-half (1/2) hour unpaid lunch break taken no later than five (5) hours after the

starting time. Employees who are required to work Saturdays as a flexible fifth (5th) workday and who are required to perform residential jobbing repair and/or service work in a residential building of no more than three (3) stories on such day shall be paid at their regular straight time hourly rate for such fifth (5th) day for such work between the hours of 8:00A.M. and 4:30 P.M.

6. Employees who are required to perform any commercial or industrial jobbing repair and/or service work or to perform jobbing repair and/or service work in a residential structure of more than three (3) stories during such hours on Saturdays shall be paid at their regular straight time hourly rate plus fifteen percent (15%) for all such hours. All jobbing repair and/or service work performed on such Saturdays before 8:00 A.M. or after 4:30 P.M. shall be paid for at one and one-half (1-1/2) times the regular hourly rate. Such Saturdays cannot be used as a make-up day. All work for which flexible time is permitted by this Appendix "B" to be performed on Sunday or a legal holiday identified as such in the Agreement shall be paid at double time.

7. **COMPRESSED WORK SCHEDULE.** Following written notice to the Union, Employer may schedule the regular work week in a compressed work schedule of four (4) consecutive ten (10) hour days at straight time rates provided the four (4) ten (10) hour work days exclusive of a one-half (1/2) hours unpaid meal break to be taken no later than five (5) hours after the employee's starting time are scheduled during the period Monday through Thursday or Tuesday through Friday and are worked within the starting times of 6:00 A.M. to 10:00 A.M. and corresponding quitting times 4:30 P.M. to 8:30 P.M. In no event will a compressed schedule work day start later than 10:00 A.M.

The overtime rate for hours in excess of ten (10) in a day on a compressed work week schedule shall be paid at time and one half (1 and 1/2) times the regular straight time hourly rate.

8. **COMPRESSED WORK SCHEDULE.** Make up day conditions will be on a voluntary basis. Employers properly adopting such work schedules may schedule Friday (on a Monday – Thursday work week) or Saturday (on a Tuesday – Friday work week) as a fourth make up day in the work week subject to the above work hour restrictions above in Paragraph 6.

Employees who work a Friday or Saturday as a fourth make up day shall be paid straight time hourly rates for the fourth day make up day work scheduled during regular working hours.

All work to be performed under a compressed work schedule on a Sunday or legal holiday identified in this Agreement (Section 5.4) shall be paid at double the applicable rate of pay.

Both the Employer and the employee(s) must agree to adopt the compressed work week option for the four (4) – ten (10) schedule.

The above compressed work week schedule excludes Prevailing Wage or Davis-Bacon work, unless allowed through a Project Labor Agreement or similar agreement.

APPENDIX C

WAGE RATES AND FRINGE BENEFITS AND PAYROLL DEDUCTIONS

The following hourly wage, fringe benefit contributions and payroll deductions rates shall be in effect as of
June 1, 2024 through May 31, 2025

	Contributions							Payroll Deductions			
	WAGES	Welfare	Retiree Welfare	Pension	Pension DC	JAC ²	Plumbing Council IF ³	Dues Check-off	Target	Building	PAC
Journeyman	\$ 58.55	\$ 15.75	\$ 2.00	\$ 13.04	\$ 4.70	\$ 1.83	\$ 0.26	\$ 2.05	\$ 1.15	\$ 0.70	\$ 0.10
Sub-Foremen	\$ 60.30	\$ 15.75	\$ 2.00	\$ 13.04	\$ 4.70	\$ 1.83	\$ 0.26	\$ 2.05	\$ 1.15	\$ 0.70	\$ 0.10
3% over BT Journeyman Rate											
Foremen & Inspectors	\$ 62.05	\$ 15.75	\$ 2.00	\$ 13.04	\$ 4.70	\$ 1.83	\$ 0.26	\$ 2.05	\$ 1.15	\$ 0.70	\$ 0.10
6% over BT Journeyman Rate (Supervising 4 or more men)											
Superintendents or											
District Foremen	\$ 63.25	\$ 15.75	\$ 2.00	\$ 13.04	\$ 4.70	\$ 1.83	\$ 0.26	\$ 2.05	\$ 1.15	\$ 0.70	\$ 0.10
8% over BT Journeyman Rate (Supervising 19 or more men)											
District Superintendents	\$ 67.05	\$ 15.75	\$ 2.00	\$ 13.04	\$ 4.70	\$ 1.83	\$ 0.26	\$ 2.05	\$ 1.15	\$ 0.70	\$ 0.10
at least 6% above Superintendent's Rate											
Apprentices											
1st Six Months ¹	\$ 19.90	\$ 10.75	\$ -	\$ -	\$ -	\$ 1.83	n/a	\$ 0.70	\$ 1.15	\$ 0.70	\$ 0.10
2nd Six Months ¹	\$ 21.65	\$ 10.75	\$ -	\$ -	\$ -	\$ 1.83	n/a	\$ 0.76	\$ 1.15	\$ 0.70	\$ 0.10
2nd Year ¹	\$ 25.75	\$ 10.75	\$ -	\$ 8.04	\$ 3.95	\$ 1.83	n/a	\$ 0.90	\$ 1.15	\$ 0.70	\$ 0.10
3rd Year ¹	\$ 29.25	\$ 10.75	\$ -	\$ 8.04	\$ 3.95	\$ 1.83	n/a	\$ 1.02	\$ 1.15	\$ 0.70	\$ 0.10
4th Year	\$ 38.65	\$ 15.75	\$ -	\$ 13.04	\$ 3.95	\$ 1.83	\$ 0.26	\$ 1.35	\$ 1.15	\$ 0.70	\$ 0.10
5th Year	\$ 43.90	\$ 15.75	\$ -	\$ 13.04	\$ 3.95	\$ 1.83	\$ 0.26	\$ 1.54	\$ 1.15	\$ 0.70	\$ 0.10
Metal Trades Journeymen											
MO 1st 3 Months	\$ 19.90	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
M1 4th - 12th months	\$ 21.65	\$ 15.75	\$ 2.00	\$ 13.04	\$ 4.70	\$ 1.83	\$ 0.26	\$ 0.76	\$ 1.15	\$ 0.70	\$ 0.10
M2 2nd Year	\$ 25.75	\$ 15.75	\$ 2.00	\$ 13.04	\$ 4.70	\$ 1.83	\$ 0.26	\$ 0.90	\$ 1.15	\$ 0.70	\$ 0.10
M3 3rd Year	\$ 29.25	\$ 15.75	\$ 2.00	\$ 13.04	\$ 4.70	\$ 1.83	\$ 0.26	\$ 1.02	\$ 1.15	\$ 0.70	\$ 0.10
M4 4th Year	\$ 38.65	\$ 15.75	\$ 2.00	\$ 13.04	\$ 4.70	\$ 1.83	\$ 0.26	\$ 1.35	\$ 1.15	\$ 0.70	\$ 0.10
M6 5th Year	\$ 43.90	\$ 15.75	\$ 2.00	\$ 13.04	\$ 4.70	\$ 1.83	\$ 0.26	\$ 1.54	\$ 1.15	\$ 0.70	\$ 0.10
M7 5th Year +	\$ 49.75	\$ 15.75	\$ 2.00	\$ 13.04	\$ 4.70	\$ 1.83	\$ 0.26	\$ 1.74	\$ 1.15	\$ 0.70	\$ 0.10
Metal Trades (Mc, Md, Me) Note: Md & Me Classifications Pay UA Per Capita Only⁴											
Mc (0-3 months)	\$ 15.20	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Md (4 - 12 months)	\$ 15.20	\$ 10.75	n/a	n/a	\$ 4.70	n/a	\$ 0.26	⁴	\$ 1.15	\$ 0.70	\$ 0.10
Me (year 2)	\$ 17.55	\$ 10.75	n/a	n/a	\$ 4.70	n/a	\$ 0.26	⁴	\$ 1.15	\$ 0.70	\$ 0.10
IDU Utility	\$ 52.70	\$ 15.75	\$ 2.00	\$ 13.04	\$ 4.70	\$ 1.83	\$ 0.26	\$ 1.84	\$ 1.15	\$ 0.70	\$ 0.10
Irrigation											
I0 1st Year	\$ 14.65	n/a	n/a	n/a	n/a	n/a	n/a	\$ 0.51	n/a	n/a	n/a
I1 2nd Year	\$ 20.50	\$ 5.60	\$ 1.93	\$ 2.55	\$ 4.70	\$ 1.83	\$ 0.26	\$ 0.72	\$ 1.15	\$ 0.70	\$ 0.10
I2 3rd Year	\$ 29.25	\$ 5.60	\$ 1.93	\$ 2.55	\$ 4.70	\$ 1.83	\$ 0.26	\$ 1.02	\$ 1.15	\$ 0.70	\$ 0.10
I3 4th Year	\$ 42.75	\$ 5.60	\$ 1.93	\$ 3.05	\$ 4.70	\$ 1.83	\$ 0.26	\$ 1.50	\$ 1.15	\$ 0.70	\$ 0.10
I6 Service Plumber	\$ 49.75	\$ 15.75	\$ 2.00	\$ 13.04	\$ 4.70	\$ 1.83	\$ 0.26	\$ 1.74	\$ 1.15	\$ 0.70	\$ 0.10
CORING											
CO Coring A	\$ 58.55	\$ 15.75	\$ 2.00	\$ 13.04	\$ 4.70	\$ 1.83	\$ 0.26	\$ 2.05	\$ 1.15	\$ 0.70	\$ 0.10
C1 Coring B	\$ 49.75	\$ 15.75	\$ 2.00	\$ 13.04	\$ 4.70	\$ 1.83	\$ 0.26	\$ 1.74	\$ 1.15	\$ 0.70	\$ 0.10

¹ No employer contributions required on apprentices while attending assigned school day. All payroll deductions are required.

² Includes \$0.10 per hour Direct Contribution to the U.A. International Training Fund; Includes \$0.54 per hour Direct Contribution to the JAC Building Fund.

³ Expenses for the Drug Free Alliance are provided by the PCA Industry Fund (Plumbing Council). The PCA Industry Fund rate has been adjusted to \$0.26 effective June 1 2023.

⁴ U.A. Per Capita Dues (\$32.00 per month, paid by the member).

This is the first year of the four-year 2024-2028 Collective Bargaining Agreement.

2024-2028 Economic Increases	
6/1/2024-5/31/2025	\$1.05
6/1/2025-5/31/2026	\$1.65
6/1/2026-5/31/2027	\$1.50
6/1/2027-5/31/2028	\$1.50
Total 4 Year Increases	\$13.70

Apprentice economic package increases effective June 1, 2024 will be determined by a percentage of the Journeymen rate. An apprentice with a minimum of 4 ½ years credit who has successfully obtained the City of Chicago or State of Illinois plumbers license shall be paid the then current journeymen rate. These increases for journeymen and apprentices are to be allocated in a manner to be determined by Plumbers Local Union 130 UA in its sole and exclusive discretion. Local 130 will timely notify each signatory Employer of its determination concerning the allocation.

IMPORTANT INFORMATION

APPENDIX D ALCOHOL AND DRUG PROGRAM

Modified and approved in conjunction with CBA as of June 1, 2024

PLUMBING INDUSTRY DRUG FREE ALLIANCE
PROGRAM ADMINISTERED BY SCREENSAFE, INC
PO BOX 2189, JOLIET, ILLINOIS 60434
1-815-676-2200
E-mail:

ScreenSafeInc@screensafeinc.com

SEE SUPPLEMENT BOOK

APPENDIX E UNITED ASSOCIATION STANDARD OF EXCELLENCE

SEE APPENDIX E SUPPLEMENT BOOK

NOTES

EXHIBIT B

APPENDIX C**WAGE RATES AND FRINGE BENEFITS AND PAYROLL DEDUCTIONS**

The following hourly wage, fringe benefit contributions and payroll deductions rates shall be in effect as of
June 1, 2026 through May 31, 2027

	WAGES	Contributions						Payroll Deductions			
		Welfare	Retiree Welfare	Pension	Pension DC	JAC ²	Plumbing Council IF ³	Dues Check-off	Target	Building	PAC
Journeyman	\$ 62.00	\$ 18.15	\$ 2.70	\$ 12.00	\$ 6.00	\$ 2.17	\$ 0.26	\$ 2.17	\$ 1.15	\$ 0.70	\$ 0.10
Sub-Foremen	\$ 63.85	\$ 18.15	\$ 2.70	\$ 12.00	\$ 6.00	\$ 2.17	\$ 0.26	\$ 2.17	\$ 1.15	\$ 0.70	\$ 0.10
3% over BT Journeyman Rate											
Foremen & Inspectors	\$ 65.70	\$ 18.15	\$ 2.70	\$ 12.00	\$ 6.00	\$ 2.17	\$ 0.26	\$ 2.17	\$ 1.15	\$ 0.70	\$ 0.10
6% over BT Journeyman Rate (Supervising 4 or more men)											
Superintendents or District Foremen	\$ 66.95	\$ 18.15	\$ 2.70	\$ 12.00	\$ 6.00	\$ 2.17	\$ 0.26	\$ 2.17	\$ 1.15	\$ 0.70	\$ 0.10
8% over BT Journeyman Rate (Supervising 19 or more men)											
District Superintendents	\$ 70.95	\$ 18.15	\$ 2.70	\$ 12.00	\$ 6.00	\$ 2.17	\$ 0.26	\$ 2.17	\$ 1.15	\$ 0.70	\$ 0.10
at least 6% above Superintendent's Rate											
Apprentices											
1st Six Months ¹	\$ 21.10	\$ 13.15	\$ -	\$ -	\$ -	\$ 2.17	n/a	\$ 0.74	\$ 1.15	\$ 0.70	\$ 0.10
2nd Six Months ¹	\$ 22.95	\$ 13.15	\$ -	\$ -	\$ -	\$ 2.17	n/a	\$ 0.80	\$ 1.15	\$ 0.70	\$ 0.10
2nd Year ¹	\$ 27.30	\$ 13.15	\$ -	\$ 7.00	\$ 5.25	\$ 2.17	n/a	\$ 0.96	\$ 1.15	\$ 0.70	\$ 0.10
3rd Year ¹	\$ 31.00	\$ 13.15	\$ -	\$ 7.00	\$ 5.25	\$ 2.17	n/a	\$ 1.09	\$ 1.15	\$ 0.70	\$ 0.10
4th Year	\$ 40.90	\$ 18.15	\$ -	\$ 12.00	\$ 5.25	\$ 2.17	\$ 0.26	\$ 1.43	\$ 1.15	\$ 0.70	\$ 0.10
5th Year	\$ 46.50	\$ 18.15	\$ -	\$ 12.00	\$ 5.25	\$ 2.17	\$ 0.26	\$ 1.63	\$ 1.15	\$ 0.70	\$ 0.10
Metal Trades Journeymen											
MO 1st 3 Months	\$ 21.10	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
M1 4th - 12th months	\$ 22.95	\$ 18.15	\$ 2.70	\$ 12.00	\$ 6.00	\$ 2.17	\$ 0.26	\$ 0.80	\$ 1.15	\$ 0.70	\$ 0.10
M2 2nd Year	\$ 27.30	\$ 18.15	\$ 2.70	\$ 12.00	\$ 6.00	\$ 2.17	\$ 0.26	\$ 0.96	\$ 1.15	\$ 0.70	\$ 0.10
M3 3rd Year	\$ 31.00	\$ 18.15	\$ 2.70	\$ 12.00	\$ 6.00	\$ 2.17	\$ 0.26	\$ 1.09	\$ 1.15	\$ 0.70	\$ 0.10
M4 4th Year	\$ 40.90	\$ 18.15	\$ 2.70	\$ 12.00	\$ 6.00	\$ 2.17	\$ 0.26	\$ 1.43	\$ 1.15	\$ 0.70	\$ 0.10
M6 5th Year	\$ 46.50	\$ 18.15	\$ 2.70	\$ 12.00	\$ 6.00	\$ 2.17	\$ 0.26	\$ 1.63	\$ 1.15	\$ 0.70	\$ 0.10
M7 5th Year +	\$ 52.70	\$ 18.15	\$ 2.70	\$ 12.00	\$ 6.00	\$ 2.17	\$ 0.26	\$ 1.84	\$ 1.15	\$ 0.70	\$ 0.10
Metal Trades (Mc, Md, Me) Note: Md & Me Classifications Pay UA Per Capita Only⁴											
Mc (0-3 months)	\$ 16.10	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Md (4 - 12 months)	\$ 16.10	\$ 13.15	n/a	n/a	\$ 6.00	n/a	\$ 0.26	⁴	\$ 1.15	\$ 0.70	\$ 0.10
Me (year 2)	\$ 18.60	\$ 13.15	n/a	n/a	\$ 6.00	n/a	\$ 0.26	⁴	\$ 1.15	\$ 0.70	\$ 0.10
JDU Utility	\$ 55.80	\$ 18.15	\$ 2.70	\$ 12.00	\$ 6.00	\$ 2.17	\$ 0.26	\$ 1.95	\$ 1.15	\$ 0.70	\$ 0.10
Irrigation											
I0 1st Year	\$ 15.50	n/a	n/a	n/a	n/a	n/a	n/a	\$ 0.54	n/a	n/a	n/a
I1 2nd Year	\$ 21.70	\$ 5.60	\$ 1.93	\$ 2.55	\$ 6.00	\$ 2.17	\$ 0.26	\$ 0.76	\$ 1.15	\$ 0.70	\$ 0.10
I2 3rd Year	\$ 31.00	\$ 5.60	\$ 1.93	\$ 2.55	\$ 6.00	\$ 2.17	\$ 0.26	\$ 1.09	\$ 1.15	\$ 0.70	\$ 0.10
I3 4th Year	\$ 45.25	\$ 5.60	\$ 1.93	\$ 3.05	\$ 6.00	\$ 2.17	\$ 0.26	\$ 1.58	\$ 1.15	\$ 0.70	\$ 0.10
I6 Service Plumber	\$ 52.70	\$ 18.15	\$ 2.70	\$ 12.00	\$ 6.00	\$ 2.17	\$ 0.26	\$ 1.84	\$ 1.15	\$ 0.70	\$ 0.10
CORING											
CO Coring A	\$ 62.00	\$ 18.15	\$ 2.70	\$ 12.00	\$ 6.00	\$ 2.17	\$ 0.26	\$ 2.17	\$ 1.15	\$ 0.70	\$ 0.10
C1 Coring B	\$ 52.70	\$ 18.15	\$ 2.70	\$ 12.00	\$ 6.00	\$ 2.17	\$ 0.26	\$ 1.84	\$ 1.15	\$ 0.70	\$ 0.10

¹ No employer contributions required on apprentices while attending assigned school day. All payroll deductions are required.

² Includes \$0.10 per hour Direct Contribution to the U.A. International Training Fund; Includes \$0.66 per hour Direct Contribution to the JAC Building Fund

³ Expenses for the Drug Free Alliance are provided by the PCA Industry Fund (Plumbing Council). The PCA Industry Fund rate will be \$0.26 effective June 1 2026.

⁴ U.A. Per Capita Dues (\$32.00 per month, paid by the member).

This is the third year of the four-year 2024-2028 Collective Bargaining Agreement.

2024-2028 Economic Increases	
6/1/2024-5/31/2025	\$3.05
6/1/2025-5/31/2026	\$3.65
6/1/2026-5/31/2027	\$3.50
6/1/2027-5/31/2028	\$3.50
Total 4 Year Increases	\$13.70

WAGE RATES AND FRINGE BENEFITS - EFFECTIVE JUNE 1, 2026
ZONE 2 KANKAKEE & IROQUOIS COUNTIES

The following hourly wage, fringe benefit contributions and payroll deductions rates shall be in effect as of
June 1, 2026 through May 31, 2027

	WAGES	Contributions						Payroll Deductions			
		Welfare	Retiree Welfare	Pension	Pension DC	JAC ²	Industry Fund ³	Dues Check-off	Target	Building	PAC
Journeyman	\$ 56.75	\$ 17.75	\$ 2.30	\$ 12.00	\$ 5.55	\$ 2.17	\$ 0.26	\$ 1.99	\$ 1.15	\$ 0.70	\$ 0.10
Sub-Foremen	\$ 58.45	\$ 17.75	\$ 2.30	\$ 12.00	\$ 5.55	\$ 2.17	\$ 0.26	\$ 1.99	\$ 1.15	\$ 0.70	\$ 0.10
3% over BT Journeyman Rate											
Foremen & Inspectors	\$ 60.15	\$ 17.75	\$ 2.30	\$ 12.00	\$ 5.55	\$ 2.17	\$ 0.26	\$ 1.99	\$ 1.15	\$ 0.70	\$ 0.10
6% over BT Journeyman Rate (Supervising 4 or more men)											
Superintendents or District Foremen	\$ 61.30	\$ 17.75	\$ 2.30	\$ 12.00	\$ 5.55	\$ 2.17	\$ 0.26	\$ 1.99	\$ 1.15	\$ 0.70	\$ 0.10
8% over BT Journeyman Rate (Supervising 19 or more men)											
District Superintendents	\$ 65.00	\$ 17.75	\$ 2.30	\$ 12.00	\$ 5.55	\$ 2.17	\$ 0.26	\$ 1.99	\$ 1.15	\$ 0.70	\$ 0.10
at least 6% above Superintendent's Rate											
Apprentices											
1st Six Months ¹	\$ 19.30	\$ 12.75	\$ -	\$ -	\$ -	\$ 2.17	n/a	\$ 0.68	\$ 1.15	\$ 0.70	\$ 0.10
2nd Six Months ¹	\$ 21.00	\$ 12.75	\$ -	\$ -	\$ -	\$ 2.17	n/a	\$ 0.74	\$ 1.15	\$ 0.70	\$ 0.10
2nd Year ¹	\$ 24.95	\$ 12.75	\$ -	\$ 7.00	\$ 4.80	\$ 2.17	n/a	\$ 0.87	\$ 1.15	\$ 0.70	\$ 0.10
3rd Year ¹	\$ 28.40	\$ 12.75	\$ -	\$ 7.00	\$ 4.80	\$ 2.17	n/a	\$ 0.99	\$ 1.15	\$ 0.70	\$ 0.10
4th Year	\$ 37.45	\$ 17.75	\$ -	\$ 12.00	\$ 4.80	\$ 2.17	\$ 0.26	\$ 1.31	\$ 1.15	\$ 0.70	\$ 0.10
5th Year	\$ 42.55	\$ 17.75	\$ -	\$ 12.00	\$ 4.80	\$ 2.17	\$ 0.26	\$ 1.49	\$ 1.15	\$ 0.70	\$ 0.10
Metal Trades Journeyman											
MO 1st 3 Months	\$ 19.30	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
M1 4th - 12th months	\$ 21.00	\$ 17.75	\$ 2.30	\$ 12.00	\$ 5.55	\$ 2.17	\$ 0.26	\$ 0.74	\$ 1.15	\$ 0.70	\$ 0.10
M2 2nd Year	\$ 24.95	\$ 17.75	\$ 2.30	\$ 12.00	\$ 5.55	\$ 2.17	\$ 0.26	\$ 0.87	\$ 1.15	\$ 0.70	\$ 0.10
M3 3rd Year	\$ 28.40	\$ 17.75	\$ 2.30	\$ 12.00	\$ 5.55	\$ 2.17	\$ 0.26	\$ 0.99	\$ 1.15	\$ 0.70	\$ 0.10
M4 4th Year	\$ 37.45	\$ 17.75	\$ 2.30	\$ 12.00	\$ 5.55	\$ 2.17	\$ 0.26	\$ 1.31	\$ 1.15	\$ 0.70	\$ 0.10
M6 5th Year	\$ 42.55	\$ 17.75	\$ 2.30	\$ 12.00	\$ 5.55	\$ 2.17	\$ 0.26	\$ 1.49	\$ 1.15	\$ 0.70	\$ 0.10
M7 5th Year +	\$ 48.25	\$ 17.75	\$ 2.30	\$ 12.00	\$ 5.55	\$ 2.17	\$ 0.26	\$ 1.69	\$ 1.15	\$ 0.70	\$ 0.10
Metal Trades (Mc, Md, Me)											
Mc (0-3 months)	\$ 14.75	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Md (4 - 12 months)	\$ 14.75	\$ 12.75	n/a	n/a	\$ 5.55	n/a	\$ 0.26	⁴	\$ 1.15	\$ 0.70	\$ 0.10
Me (year 2)	\$ 17.00	\$ 12.75	n/a	n/a	\$ 5.55	n/a	\$ 0.26	⁴	\$ 1.15	\$ 0.70	\$ 0.10
Note: Md & Me Classifications Pay UA Per Capita Only⁴											

¹ No employer contributions required on apprentices while attending assigned school day. All payroll deductions are required.

² Includes \$0.10 per hour Direct Contribution to the U.A. International Training Fund; Includes \$0.66 per hour Direct Contribution to the JAC Building Fund.

³ Expenses for the Drug Free Alliance are provided for in the Industry Fund. The K3 Industry Fund rate has been adjusted to \$0.26 effective June 1 2026.

⁴ U.A. Per Capita Dues (\$32.00 per month, paid by the member).

This is the third year of the four-year 2024-2028 Collective Bargaining Agreement

2024-2028 Economic Increases	
6/1/2024-5/31/2025	\$2.85
6/1/2025-5/31/2026	\$2.85
6/1/2026-5/31/2027	\$2.85
6/1/2027-5/31/2028	\$2.85
Total 4 Year Increases	\$11.40

EXHIBIT C

PREVAILING WAGE CERTIFICATION FORM

Illinois Department of Labor
900 South Spring Street
Springfield Illinois 62704

CIRCLE SOC. NO.

SOC. NO.	TRADE
8711	ASBESTOS ABT-MEC
8712	ASBESTOS ABT-GEN
6814	BOILERMAKER
6412	BRICK MASON
6422	CARPENTER
6463	CEMENT MASON
A025	CERAMIC TILE FINISHER
A001	COMMUNICATIONS TECHNICIAN
A002	COMMUNICATION SYSTEMS TECH
A003	COMMUNICATION ELECTRICIAN
6432	ELECTRICIAN
6433	ELECTRIC PWR LINEMAN
6434	ELECTRIC PWR GRNDMAN
8311	ELECTRIC PWER EQMT OP
8211	ELECTRIC PWR TRK DRV
6157	ELECTRONIC SYSTEM TECH
6176	ELEVATOR CONSTRUCTOR
6491	FENCE ERECTOR
A009	FLOOR LAYER
6464	GLAZIER
6465	HEAT/FROST INSULATOR
6471	IRON WORKER
8710	LABORER
A007	LABORER, SKILLED
6424	LATHER
6179	MACHINERY MOVER
6813	MACHINIST
6415	MARBLE MASON
A087	MARBLE FINISHER
A005	MATERIAL TESTER 1
A006	MATERIAL TESTER 2
6178	MILLWRIGHT
8310	OPERATING ENGINEER
6492	ORNAMENTAL IRON WORKER
6442	PAINTER
6445	PAINTER PWR EQMT
6446	PAINTER OVER 30 FT.
6863	PAINTER - SIGNS
6476	PILEDRIIVER
6444	PLASTERER
6450	PLUMBER
6451	PIPEFITTER
6468	ROOFER
6472	SHEETMETAL WORKER
6493	SIGN HANGER
6452	SPRINKLER FITTER
6473	STEEL ERECTOR
6413	STONE MASON
8217	TRAFFIC SAFETY WORKER
6481	TUCKPOINTER
6461	TERRAZZO MASON
A008	TERRAZZO FINISHER
6423	TILE LAYER
6414	TILE MASON
8210	TRUCK DRIVER

This form constitutes the official certification by the below listed organization of the wages and benefits paid to workers, laborers, and mechanics working on Public Works Jobs and who are covered by collective bargaining agreements with the certifying organization. Rates or benefits paid on private/Non-Public Works jobs as defined by statute should not be included. As a courtesy please attach a copy of any collective bargaining agreement covering the workers and if there is an employer association, please identify same and provide contact information and have the association confirm the information provided by signing the sheet. Please indicate on reverse side counties where wages and benefits were paid and are applicable to this certification.

CERTIFYING ORGANIZATION Plumbers Local 130 UA LOCAL # 130

ADDRESS 1340 W. Washington Blvd.
Chicago, IL 60607

PHONE 312-421-1010 ext. 112 E-Mail jfcayne@ualocal130.org

TYPE: ALL (1) FLT (4)
BLD (2) X RIV (5)
HWY (3) O&C (6)

EFFECTIVE DATE: June 1, 2026

NUMBER OF PERSONS COVERED: 5210

WAGE RATE: \$ 62.00

FOREMAN: \$ 65.70

HLTH/WLFR: \$ 20.85

PENSION:
Local \$ 12.00
National \$
Annuity \$ 6.00
NEBF \$

TOTAL PENSION \$ 18.00

VACATION: \$ 0.00

BAT
APPRENTICESHIP \$ 2.17

OVERTIME: (Show 1.5 or 2.0)

M - F OVER 8 HOURS 1.5
SATURDAY 1.5
SUNDAY/HOLIDAY 2.0


5/28/26

001 ADAMS	035 HARDIN	069 MORGAN
002 ALEXANDER	036 HENDERSON	070 MOULTRIE
003 BOND	037 HENRY	071 OGLE
004 BOONE	038 IROQUOIS	072 PEORIA
005 BROWN	039 JACKSON	073 PERRY
006 BUREAU	040 JASPER	074 PIATT
007 CALHOUN	041 JEFFERSON	075 PIKE
008 CARROLL	042 JERSEY	076 POPE
009 CASS	043 JODAVIESS	077 PULASKI
010 CHAMPAIGN	044 JOHNSON	078 PUTNAM
011 CHRISTIAN	045 KANE	079 RANDOLPH
012 CLARK	046 KANKAKEE	080 RICHLAND
013 CLAY	047 KENDALL	081 ROCK ISLAND
014 CLINTON	048 KNOX	082 ST. CLAIR
015 COLES	049 LAKE	083 SALINE
016 COOK	050 LASALLE	084 SANGAMON
017 CRAWFORD	051 LAWRENCE	085 SCHUYLER
018 CUMBERLAND	052 LEE	086 SCOTT
019 DEKALB	053 LIVINGSTON	087 SHELBY
020 DEWITT	054 LOGAN	088 STARK
021 DOUGLAS	055 MACON	089 STEPHENSON
022 DUPAGE	056 MACOUPIN	090 TAZEWELL
023 EDGAR	057 MADISON	091 UNION
024 EDWARDS	058 MARION	092 VERMILION
025 EFFINGHAM	059 MARSHALL	093 WABASH
026 FAYETTE	060 MASON	094 WARREN
027 FORD	061 MASSAC	095 WASHINGTON
028 FRANKLIN	062 MCDONOUGH	096 WAYNE
029 FULTON	063 MCHENRY	097 WHITE
030 GALLATIN	064 MCLEAN	098 WHITESIDE
031 GREENE	065 MENARD	099 WILL
032 GRUNDY	066 MERCER	100 WILLIAMSON
033 HAMILTON	067 MONROE	101 WINNEBAGO
034 HANCOCK	068 MONTGOMERY	102 WOODFORD

I, James F. Coyne, hereby certify that the foregoing information is correct.
(Print Name)

James F. Coyne
(Signature)

Association confirmation: [Signature]
(Signature)
SJ Peters, Executive Director
Plumbing Contractors Association of Greater Chicago
900 Jorie Blvd, Suite 195, Oak Brook, IL 60523
Ph: 312-563-9526



Request for Extension of Time to File Objections Instanter

From Christina K. Wernick <cwernick@lanerlaw.com>

Date Fri 8/14/2026 10:19 PM

To DOL.Hearings@illinois.gov <dol.hearings@illinois.gov>

Cc jane.flanagan@illinois.gov <jane.flanagan@illinois.gov>; Megan Moore Wilkes <mwilkes@lanerlaw.com>; David A. Moore <dmoore@lanerlaw.com>

1 attachment (160 KB)

Request for Extension .pdf;

Dear Sir or Madam,

Attached please find a request for a 1 business day extension of time to file objections on behalf of the following Petitioners:

Plumbers Local Union 130, U.A. & Terry Plumbing Company
 Sheet Metal and Air Conditioning Contractors' National Association of Greater Chicago (SMACNA),
 Westside Mechanical Group, Inc. & Admiral Heating & Ventilating, Inc.
 Mechanical Contractors Association of Chicago & Illinois & Dahme Mechanical Industries, Inc.
 Eastern Illinois Chapter of the National Electrical Contractors Association (NECA-EIL)
 Northeastern Illinois Chapter of the National Electrical Contractors Association (NECA), McWilliams
 Electric Co., Inc. & Homestead Electrical Construction, LLC
 Piping Industry Council of Rockford Area Incorporated & Miller Engineering Company
 Mechanical Contractors Association, Eastern Iowa/Western Illinois

While we believe that the objections linked in the attached letter may have otherwise been filed timely, out of an abundance of caution, we are requesting an extension to provide for their hand delivery on Monday, August 17, 2026. Please note, the objections at issue have already been sent via email and U.S. Mail today.

Please do not hesitate to contact me should you have any questions.

Sincerely,
 Christina Wernick



Christina K. Wernick | Partner

Laner Muchin, Ltd.

t: (312) 467-9800

m: (312) 307-3705

cwernick@lanerlaw.com

www.lanerlaw.com

515 North State St. Suite 2400, Chicago, IL 60654

August 14, 2026

DOL.Hearings@Illinois.gov

Hearing Division
Illinois Department of Labor
115 S. LaSalle Street, 37th Floor
Chicago, Illinois 60601

Re: Request for Extension of Time to File Objections Instanter

Petitioners: Plumbers Local Union 130, U.A. & Terry Plumbing Company; Sheet Metal and Air Conditioning Contractors' National Association of Greater Chicago (SMACNA), Westside Mechanical Group, Inc. & Admiral Heating & Ventilating, Inc.; Mechanical Contractors Association of Chicago, Illinois & Dahme Mechanical Industries, Inc.; Eastern Illinois Chapter of the National Electrical Contractors Association (NECA-EIL); Northeastern Illinois Chapter of the National Electrical Contractors Association (NECA), McWilliams Electric Co., Inc. & Homestead Electrical Construction, LLC; Piping Industry Council of Rockford Area Incorporated & Miller Engineering Company; Mechanical Contractors Association, Eastern Iowa/Western Illinois

To Whom It May Concern:

On behalf of Petitioners, I respectfully request an extension of time under 56 Ill. Adm. Code § 120.130(b) regarding their objections to the Illinois Department of Labor's 2026 prevailing wage rates and/or requests to establish new prevailing wage classifications, available here: [SHARED IDOL PETITIONS FILED](#). The objections respond to the Department's July 15, 2026 publication of the 2026 prevailing wage rates, which required written objections to be filed by August 14, 2026.

The Petitions were prepared and finalized on August 14, 2026, the applicable filing deadline, and were transmitted by email and placed in the mail that same day. Due to unforeseen circumstances immediately before the deadline, however, the Petitions were not physically delivered to the Department's Chicago office by 5:00 p.m. Although the objections may still be timely under 56 Ill. Adm. Code § 120.130, Petitioners request, out of an abundance of caution, an extension through Monday, August 17, 2026, or the next business day.

Specifically, counsel faced an unexpected combination of time-sensitive professional obligations and administrative staffing disruptions that materially affected the ability to complete physical delivery before close of business. These circumstances were not reasonably foreseeable. Despite them, counsel diligently transmitted the Petitions electronically and by U.S. Mail on the due date in a good-faith effort to comply with the applicable filing requirements.



Page 2

Section 120.130(b) permits extension requests filed within three days after the due date when based on circumstances not reasonably foreseeable in advance. Petitioners respectfully submit that this standard is satisfied here. No interested party will be prejudiced by the requested relief because the Petitions were completed and transmitted on the due date; the issue concerns only physical delivery by the 5:00 p.m. deadline.

Accordingly, Petitioners respectfully request that the Department grant this extension request, if necessary, and accept the shared Petitions as timely filed, or alternatively permit their filing instantaneously no later than Monday, August 17, 2026.

Thank you for your consideration. Please contact me if you need any additional information.

Respectfully submitted,

A handwritten signature in black ink that reads "Christina K. Wernick". The signature is written in a cursive, flowing style.

Christina K. Wernick
Laner Muchin, Ltd.

cc:

Jane R. Flanagan, Director – Illinois Department of Labor
(Jane.Flanagan@illinois.gov)

STATE OF ILLINOIS
DEPARTMENT OF LABOR

In the Matter of:	)	
	)	
Stuart Dean Company	)	IDOL File No.: 2027-H-CC08-2367
	)	
Objector,	)	
	)	
v.	)	Date: September 28, 2026
	)	
Jane R. Flanagan	)	
Director of the Illinois	)	
Department of Labor and	)	
The Illinois Department of Labor	)	
	)	
Respondents	)	
and	)	
	)	
Ken Kazaitis, Painters District	)	
Council No. 14,	)	
International Union of Painters	)	
and Allied Trades and	)	
Painters District Council No. 14	)	
	)	
Respondent-Intervenors,	)	

ORDER

IDOL File No.: 2027-H-CC08-2367 coming on September 28, 2026 to be heard for a status prehearing conference under the Prevailing Wage Act, 820 ILCS 130/0.01 – 12 (“the Act” or “PWA”), and in accordance with Article 10 of the Illinois Administrative Procedure Act, 5 ILCS 100/10-5 – 10-70 and the procedures stated in the Department of Labor’s Rules at 56 Ill Admin Code 120.100, *et seq.*, all parties being on notice.

The parties have engaged in discussions regarding the issues and have jointly agreed to a 30-day continuance. The undersigned, while granting the continuance, reminded the parties of the time-sensitive nature of the PWA and the underlying regulations.

It is Ordered:

1. By agreement of the parties, IDOL File No.: 2027-H-CC08-2367 is set for a status prehearing on October 26, 2026, at 2:00 p.m. on pending matters.

2. Prior to the October 26, 2026 prehearing, prehearing motions and responses may be submitted but will not be considered or ruled on, except for a withdrawal / settlement.
3. The parties may join via Webex using the following video link or dial-in phone number:

<https://illinois.webex.com/meet/raymond.cyrus>
Meeting Number: 806 590 306

Phone Number:
312-535-8110 Toll
415-655-0002 Toll
Access code: 806 590 306

Entered: /s/ *Raymond Cyrus*
Raymond Cyrus
Administrative Law Judge
Illinois Department of Labor
115 S. La Salle Street, 37th Floor
Chicago, IL 60603
V: 312-793-1805
DOL.Hearings@illinois.gov

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

CERTIFICATE OF SERVICE

Under penalties as provided by law, including pursuant to Section 1-109 of the Code of Civil Procedure, I, Davis Merced, a non-attorney, affirm, certify or on oath state, that I served notice of the attached Order upon all parties to this case, or their agents appointed to receive service of process, by enclosing a copy of the Order in Case No. **2027-H-CC08-2367** in an envelope addressed to each party or party's agent at their respective address(es) having caused each envelope to be served by

☐ U.S. **regular** mail with postage prepaid being deposited in the U.S. mailbox at 555 W Monroe, Chicago, Illinois,

☐ **certified mail** return receipt requested and **regular mail** with postage prepaid at 555 W Monroe, Chicago, Illinois,

☒ via **email** addressed to each party or party's agent at the respective email address shown on the Certificate of Service,

on September 29, 2026, prior to 4:30 p.m.

Via Email:

OBJECTORS

STUART DEAN COMPANY,
c/o John M. Riccione, Esq.
Brianna M. Skelly, Esq.
Elizabeth C. Wellhausen, Esq.
John M. Riccione, Esq.
Taft Stettinius & Hollister LLP
111 E. Wacker Drive, #2600
Chicago, Illinois 60601
jriccione@taftlaw.com
bskelly@taftlaw.com
ewellhausen@taftlaw.com

RESPONDENTS

Illinois Department of Labor and Jane Flanagan, Director
c/o Stephanie Barton, Esq.
Deputy General Counsel
524 S 2nd Street Ste 400
Springfield, IL 62701
Stephanie.Barton@illinois.gov

Illinois Department of Labor
Sean P. Imburgia, Esq.
Staff Attorney
Illinois Department of Labor
115 S. La Salle St Fl. 37
Chicago, IL 60603-3808
Sean.Imburgia@Illinois.gov

RESPONDENT – INTERVENOR

Ken Kazaitis, Painters District
Council No. 14, et al
John J. Toomey, Esq.
Arnold and Kadjan
35 E. Wacker Dr #600
Chicago, IL 60601-2106
jtoomey100@hotmail.com

/s/Davis Merced
Davis Merced, Office Specialist
Illinois Department of Labor

RECEIVED

SEP 03 2026

IDOL - CHICAGO OFFICE

STATE OF ILLINOIS – DEPARTMENT OF LABOR
115 S. LASALLE STREET, 37th FLOOR
CHICAGO, ILLINOIS 60603

IN THE MATTER OF:)
)
STUART DEAN COMPANY,)
)
OBJECTOR(S),) STATE FILE NO. 2027-H-CC08-2367
)
)
)
v.)
)
JANE R. FLANAGAN, DIRECTOR of the)
ILLINOIS DEPARTMENT OF LABOR,)
and THE ILLINOIS DEPARTMENT OF)
LABOR)
)
RESPONDENTS.)

**RESPONDENTS' MOTION TO DISMISS OBJECTOR'S
OBJECTION AND REQUEST FOR HEARING**

Respondents, Jane R. Flanagan, Director, of the Illinois Department of Labor and The Illinois Department of Labor ("IDOL"), by their attorneys, Stephanie Barton and Sean Imburgia, bring forth this MOTION TO DISMISS the Objection and Request for Hearing filed by Stuart Dean Company ("Objector") pursuant to the Illinois Prevailing Wage Act ("PWA"), 820 ILCS 130/4 and 9 for lack of subject matter jurisdiction in that the cause of action was not filed within the required 30-day statutory time limit. In support, Respondents state as follows:

1. Section 9 of the PWA states in relevant part:

To effectuate the purpose and policy of this Act the Department of Labor shall, during the month of June of each calendar year, investigate and ascertain the prevailing rate of wages for each county in the State and shall publish the prevailing wage schedule ascertained on its official website no later than July 15 of each year.

820 ILCS 130/9.

2. On July 15, 2026, the Illinois Department of Labor posted and published on its official website¹ the prevailing rate of wages for each county in the State as required by Section 9 of the PWA. 820 ILCS 130/9. See Current Prevailing Rates.

3. Section 9 of the Act provides a statutory right not afforded in common law to any person affected by the prevailing wage schedule to file an objection at any time “within 30 days after the Department of Labor has published on its official web site” the prevailing wage schedule “by filing a written notice with the Department of Labor stating the specific grounds of the objection.” *Id.*

4. Consistent with the Statute, the Department of Labor also published on its website homepage the following Notice:

The Department of Labor must ascertain the prevailing rate of wages for each county in the State of Illinois during the month of June of each calendar year and publish the prevailing wage schedule on its official website no later than July 15th of each year. At any time within 30 days after the Department of Labor has published the prevailing wage schedule, any person affected may file an objection pursuant to Sections 4 or 9 of the Prevailing Wage Act and a hearing is conducted pursuant [sic] the Administrative Hearings Rules, 46 [sic] Ill. Adm Code 120.

See Section 4/9 cases here.

See Illinois Department of Labor website homepage.²

5. 56 Ill. Admin. Code § 120 is the Illinois Department of Labor Rules of Procedure in Administrative Hearings and applies “to all administrative hearings concerning contested cases conducted under the jurisdiction of the Director of Labor and/or the Department of Labor, except

¹ ILLINOIS DEPARTMENT OF LABOR, Current Prevailing Rates, <https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html> (pub. July 15, 2026). Courts may take judicial notice of the published websites as long as the parties are given an opportunity to be heard on the issue. See *Mauvais-Jarvis v. Wong*, 987 N.E.2d 864, 896, n. 9 (Ill. App. Ct. 2013) citing *Pickett v. Sheridan Health Care Ctr.*, 664 F.3d 632, 648 (7th Cir. 2011).

² ILLINOIS DEPARTMENT OF LABOR, <https://labor.illinois.gov>. See also ILLINOIS DEPARTMENT OF LABOR, Section 4 & 9 Hearings, <https://labor.illinois.gov/laws-rules/legal/hearings.html>.

for formal hearings conducted under the Wage Payment and Collection Act [820 ILCS 115].”

Section 120.100.

6. Regarding filing and service of appeal, Section 120.130(a) - (c) requires:

a) Documents and requests permitted or required to be filed with the Director or the Department in connection with a hearing shall be addressed and mailed or delivered to the Department's Chicago office, 160 N. LaSalle, C-1300, Chicago IL 60601. The Department's Chicago office is open from 8:30 a.m. to 5:00 p.m. Monday through Friday, except for national and State legal holidays. When the Act or this Part requires the filing of a motion, brief, exception or other paper in any proceeding, the document must be received by the Department or the officer or agent designated to receive that matter before the official closing time of the receiving office on the last day of the time limit, if any, for the filing or extension of time that may have been granted. Filings received after 5:00 p.m. will be considered filed on the following business day.

b) In computing any period of time prescribed or allowed by this Part, the day of the act, event or default after which the designated period of time begins to run is not to be included. The period of time shall run until the end of the last day, or the next following business day if the last day is a Saturday, Sunday or legal holiday. . . .

c) Documents may be filed with the Department by certified or First Class mail, by messenger service, private delivery service, or personally at the Department's Chicago office. Filing by electronic transmission, such as telefax machine or electronic mail (e-mail), will not be accepted, except when specifically requested or ordered by the ALJ.

7. Not counting July 15, 2026 (as per Section 120.130(b) of the Administrative Code), the date the prevailing wage rates were published, 30 days thereafter is Friday, August 14, 2026.

56 Ill. Admin. Code § 120.130(b).

8. Pursuant to Section 120.130(a), when the Act requires a filing, such document must be *received by* the Department by 5:00 pm, and pleadings received after 5:00 p.m. will be considered filed on the following business day. 56 ILL. ADMIN. CODE § 120.130(a).

9. Pursuant to Section 120.130(c), filing occurs by certified or First-Class mail, by messenger service, private delivery service or personally at the Illinois Department of Labor's

Chicago Office; filing electronically by email or telefax will not be accepted. 56 Ill. Admin. Code § 120.130(c).

10. The Objection and Request for Hearing in this matter was not filed within the 30-day statutorily created time period (on or before August 14th at 5:00 p.m.) to invoke subject matter jurisdiction.

11. Illinois administrative bodies are not authorized to consider matters not timely filed pursuant to statutory time limits and lack subject matter jurisdiction. See *Weatherly v. Human Rights Comm'n*, 338 Ill. App.3d 433, 437, 788 N.E.2d 1175, 1178 (2003) (explaining when a charge has been untimely filed with the Illinois Human Rights Commission, the Commission lacks subject matter jurisdiction to consider it); *Goral v. Dart*, 2020 IL 125085, ¶ 41, 181 N.E.3d 736, 745-46 (2020).

12. The Illinois Supreme Court has expressed the legal significance when a statute creates substantive rights not available through common law, and how fixed filing periods are a condition to seek any such relief:

Statutes of limitation only fix the time within which the remedy for a particular wrong may be sought. [Citation.] They 'are procedural in nature [citations] and are not designed to alter substantive rights ***.' [Citation.]

On the other hand, 'statutes which create a substantive right unknown to the common law and in which time is made an inherent element of the right so created, are not statutes of limitation.' [Citation.] Such a time period 'is more than an ordinary statute of limitations' [citation]; it 'is a condition of the *** liability itself and not of the remedy, alone. *** It goes to the existence of the right itself.' [Citation.] Such a provision is a condition precedent to the plaintiff's right to seek a remedy. [Citations.] Such statutes set forth the requirements for bringing the right to seek a remedy into existence. They do not speak of commencing an action after the right to do so has accrued. They are jurisdictional, not mandatory."

Fredman Brothers Furniture Co. v. Department of Revenue, 109 Ill. 2d 202, 486 N.E.2d 893, 895 (1985).

13. Illinois Courts have recognized administrative tribunals as having limited jurisdiction for which it is solely created and can only assume such jurisdiction in conformity with the statute which empowers it. In *Klopper v. Court of Claims*, the Court held, “when a special statute of limitations is applicable to a statutory right of action, the plaintiff bears the burden to plead and prove the action was brought within the time prescribed.” 286 Ill. App. 3d 499, 506, 676 N.E.2d 679, 684 (1997).

14. Objector has failed to plead in its Objection facts to support filing was timely and/or meet their burden of proof that subject matter jurisdiction of the Illinois Department of Labor is invoked to grant a right to a hearing.

15. The date stamp on the Written Objection and Request for Hearing states, “RECEIVED August 17, 2026 – IDOL-CHICAGO OFFICE.” (See Notice of Hearing).

16. As Objector’s written notice of Objection and Request for Hearing was not received by certified or First Class Mail, by messenger service, private delivery service or personally at the Department’s Chicago office before 5:00 p.m. on August 14, 2026, it was not timely filed pursuant to the statutorily created 30-day Objection time period and this court lacks subject matter jurisdiction pursuant to Section 9 of the PWA. 820 ILCS 130/9.

18. Illinois Courts recognize that a statutorily created subject matter jurisdiction is such a fundamental defect, it cannot be waived or extended, holding:

Subject matter jurisdiction is the power and authority of a tribunal to consider and act upon the case before it. It either exists or it does not. Just as subject matter jurisdiction cannot be conferred by consent or acquiescence of the parties, neither can it be conferred by estoppel.

Klopper, 286 Ill. App.3d at 507 citing *Volkmar v. State Farm Mutual Automobile Insurance Co.*, 104 Ill. App. 3d 149, 432 N.E.2d 1149, 60 Ill. Dec. 250 (1982) and *Paulik v. Village of Caseyville*, 100 Ill. App. 3d 573, 427 N.E.2d 213, 56 Ill. Dec. 133 (1981).

WHEREFORE, Respondents Jane R. Flanagan, Director, of the Illinois Department of Labor and the Illinois Department of Labor hereby request that the matter be DISMISSED based on lack of subject matter jurisdiction as the Objection and Request for Hearing was not timely filed pursuant to Section 9 of the Prevailing Wage Act.

Respectfully submitted,

By: /s/ Stephanie Barton
Attorney for Respondents
ARDC # 6279773
Illinois Department of Labor
524 S. 2nd St., Suite 400
Springfield, IL 62701
Phone: (217)782-6206

By: /s/ Sean Imburgia
Attorney for Respondents
ARDC #6336084
Illinois Department of Labor
115 S. Lasalle St., Fl. 37
Chicago, IL 60603
Phone: (708) 318-8768

CERTIFICATE OF SERVICE

The undersigned hereby certifies that she caused the foregoing MOTION TO DISMISS to be served pursuant to Section 56 Ill. Admin. Code § 120.130 via personal service as designated below along with a courtesy copy via email all on September 3, 2026, prior to 4:00 p.m. as follows:

By Personal Service to:

Illinois Department of Labor
Attn: Hearings Division
115 S. La Salle St., 37th Floor
Chicago, IL 60603

And courtesy email copy to: (DOL.Hearings@illinois.gov) and ALJ Raymond Cyrus

By email to:

John M. Riccione, Brianna M. Skelly, Elizabeth C. Wellhausen
Taft Stettinius & Hollister LLP
111 E. Wacker Drive, #2600
Chicago, Illinois 60601

Email to: (jriccione@taftlaw.com)
 (bskelly@taftlaw.com)
 (ewellhausen@taftlaw.com)

John J. Toomey
Arnold and Kadjan, LLP
35 E. Wacker, Suite 600
Chicago, IL 60601

Email to: (JToomey100@hotmail.com)

/s/ Rebecca Lustig
Rebecca Lustig
IDOL, Technical Advisor I

**STATE OF ILLINOIS
DEPARTMENT OF LABOR**

IN THE MATTER OF:	)	
	)	STATE FILE NO. 2027-H-CC08-2367
STUART DEAN COMPANY	)	
	)	DATE OF NOTICE: AUGUST 21, 2026
OBJECTORS,	)	
	)	
v.	)	
	)	
JANE R. FLANAGAN, DIRECTOR of the	)	
ILLINOIS DEPARTMENT OF LABOR, and	)	
THE ILLINOIS DEPARTMENT OF LABOR,	)	
	)	
RESPONDENTS.	)	

NOTICE OF WEBEX HEARING

PLEASE TAKE NOTICE that Jane R. Flanagan, Director of the Illinois Department of Labor, and the Illinois Department of Labor ("Respondents") have received from **STUART DEAN COMPANY** ("Objectors") written objections to the prevailing wage determinations published by the Department on its website, and a request for hearing on those objections pursuant to Sections 4 and 9 of the Prevailing Wage Act [hereinafter, "PWA" or "Act"], 820 ILCS 130/0.01 et seq.

Pursuant to the PWA, Article 10 of the Illinois Administrative Procedure Act, 5 ILCS 100/10-5 et seq., and 56 Ill. Admin. Code 120.100 et seq., Respondents will convene a hearing via Webex on:

DATE:	September 28, 2026
TIME:	9:00 a.m.
ADMINISTRATIVE LAW JUDGE:	Raymond Cyrus Administrative Law Judge Illinois Department of Labor
WEBEX INFORMATION:	https://illinois.webex.com/meet/raymond.cyrus Meeting Number: 806 590 306
	Phone Number: +1-312-535-8110 Toll +1-415-655-0002 Toll Access code: 806 590 306
OBJECTORS' ATTORNEY:	John M. Riccione, Esq. Briana M. Skelly, Esq. Elizabeth C. Wellhausen, Esq. Taft Stettinius & Hollister LLP
RESPONDENTS' ATTORNEY:	Stephanie Barton, Esq.

**Deputy General Counsel
Illinois Department of Labor**

**Sean Imburgia, Esq.
Staff Attorney
Illinois Department of Labor**

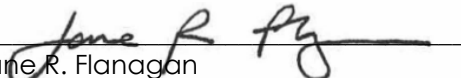
If you are unable to access Webex via the video link, you may join by calling the Webex phone numbers listed above.

The hearing involves the written objections and hearing request filed by Objector(s), attached hereto and made a part hereof (Exhibit A).

The parties and their respective representatives must be prepared to proceed at the hearing. The parties must present all information, documents, records or witnesses necessary to substantiate their position(s) at the hearing.

Pursuant to 56 Illinois Administrative Code 120.640, the Administrative Law Judge shall issue a Decision and Order. In the event no timely or proper exceptions are filed, the findings, conclusions, recommendations and order of the Administrative Law Judge shall automatically become the decision and order of the Director of Labor.

The proceedings are subject to judicial review in accordance with the provisions of the Administrative Review Law, 735 ILCS 5/3-101 et seq. The Director of Labor's determination on the objections is final and binding unless a party to this proceeding applies for and obtains judicial review of the final administrative decision in accordance with the provisions of the Administrative Review Law.



Jane R. Flanagan
Director of Labor

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

CERTIFICATE OF SERVICE

Under penalties as provided by law, including pursuant to Section 1-109 of the Code of Civil Procedure, I, Davis Merced, a non-attorney, affirm, certify or on oath state, that I served notice of the attached Notice of Webex Hearing and Order upon all parties to this case, or their agents appointed to receive service of process, by enclosing a copy of the Notice of Webex Hearing and Order in Case No. **2027-H-CC08-2367** in an envelope addressed to each party or party's agent at their respective address(es) having caused each envelope to be served by

☒ U.S. **regular** mail with postage prepaid being deposited in the U.S. mailbox at 555 W Monroe, Chicago, Illinois,

☐ **certified mail** return receipt requested and **regular mail** with postage prepaid at 555 W Monroe, Chicago, Illinois,

☒ via **email** addressed to each party or party's agent at the respective email address shown on the Certificate of Service,

on August 21, 2026, prior to 4:30 p.m.

Via Email:

OBJECTORS

STUART DEAN COMPANY,
c/o John M. Riccione, Esq.
Brianna M. Skelly, Esq.
Elizabeth C. Wellhausen, Esq.
Taft Stettinius & Hollister LLP
111 E. Wacker Drive, #2600
Chicago, Illinois 60601
jriccione@taftlaw.com
bskelly@taftlaw.com
ewellhausen@taftlaw.com

RESPONDENTS

Illinois Department of Labor and Jane Flanagan, Director
c/o Stephanie Barton, Esq.
Deputy General Counsel
524 S 2nd Street Ste 400
Springfield, IL 62701
Stephanie.Barton@Illinois.gov

/s/Davis Merced
Davis Merced, Office Specialist
Illinois Department of Labor

STATE OF ILLINOIS
DEPARTMENT OF LABOR

IN THE MATTER OF:	)	
	)	STATE FILE NO. 2027-H-CC08-2367
STUART DEAN COMPANY	)	
	)	DATE OF NOTICE: AUGUST 21, 2026
OBJECTORS,	)	
	)	
v.	)	
	)	
JANE R. FLANAGAN, DIRECTOR of the	)	
ILLINOIS DEPARTMENT OF LABOR,	)	
THE ILLINOIS DEPARTMENT OF	)	
LABOR,	)	
	)	
RESPONDENTS.	)	

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to 56 Ill. Admin. Code § 120.400, a **Webex** pre-hearing conference shall be convened on **September 8, 2026** at **11:30 a.m.** The parties shall join via Webex using the following video link or dial-in phone number:

<https://illinois.webex.com/meet/raymond.cyrus>

Meeting Number: 806 590 306

Phone Number:

312-535-8110 Toll

415-655-0002 Toll

Access code: 806 590 306

2. The pre-hearing conference shall be held to consider: simplification of the issues; necessity or desirability of amending documents for purposes of clarification, simplification, or limitation; stipulations and admissions of fact and of contents and authenticity of documents; limiting the number of witnesses; propriety of prior mutual exchange between and among the parties who have prepared testimony or exhibits; and addressing such other matters as may tend to expedite the disposition of the proceedings and to assure a just conclusion.
3. Attorneys shall, pursuant to 56 Ill. Admin. Code § 120.220, file their appearances as soon as practicable.
4. Any Petitions to Intervene shall be filed by **September 3, 2026**.

DATE: August 21, 2026

By: /s/ Raymond Cyrus

Administrative Law Judge
Illinois Department of Labor
115 South LaSalle Street, 37th Floor
Chicago, IL 60603
V: 312-793-1805
Dol.hearings@illinois.gov



STATE OF ILLINOIS – DEPARTMENT OF LABOR
160 N. LASALLE ST., STE. C-1300
CHICAGO, IL 60601

RECEIVED

AUG 17 2026

IDOL - CHICAGO OFFICE

IN THE MATTER OF:

STUART DEAN COMPANY,

Petitioner,

vs.

JANE FLANAGAN, DIRECTOR OF THE
ILLINOIS DEPARTMENT OF LABOR, and
the ILLINOIS DEPARTMENT OF LABOR,

Respondents.

State File No. 2027-H-CC08-2367

**WRITTEN OBJECTION AND REQUEST FOR
HEARING UNDER SECTIONS 4 AND 9**

Stuart Dean Company (the “Petitioner”), by and through its undersigned counsel, submits this written objection to the prevailing wage schedule published by the Illinois Department of Labor (“Department”) on July 15, 2026 and requests a hearing pursuant to Sections 4 and 9 of the Prevailing Wage Act (the “Act”), 820 ILCS 130/01 *et seq.*, to establish a prevailing wage rate for the trade classification of metal maintenance and refinishing workers in Cook County.

BACKGROUND

1. Petitioner is an employer that performs various metal maintenance and refinishing services for public and private enterprises in Cook County. For over 20 years, Petitioner has performed these services at Harold Washington Library and for over 6 years at Midway Airport, among other locations.

2. Petitioner is one of five companies who perform similar metal maintenance and refinishing work in the Chicagoland area, and for purposes of collective bargaining, they associate as members of the Chicago Metal Contractors Bargaining Association (the "Association").

3. The employees of the Association members perform "metal refinishing" and were originally represented in collective bargaining by Local Union 8A-28A, Metal Refinishers, Polishers, Painters, Sign & Display, Production and Novelty Workers Union, IUPAT, AFL-CIO ("Local 8A-28A"). Local 8A-28A originated as a separate labor organization around 1940-1948 in New York. As a result of mismanagement and criminal activity committed by the then president of Local 8A-28A, Hector Lopez, it was placed into receivership under the supervision of the United States District Court in the Eastern District of New York. Following Local 8A-28A's receivership, in approximately 2000, Local 8A-28A was assigned to be administered through Painters District Council #14 (the "Union") which then, and now, represent(ed) employees of several companies that comprise the Finishing Contractors Association of Chicago ("FCA"). The Association and FCA, however, have at all times been parties to different, independently bargained agreements with the Union. Specifically, the employees of the Association members are NOT painters, nor laborers as will be shown below.

4. As part of the Association, Petitioner has entered into Collective Bargaining Agreements ("CBA") with the Union. A true and correct copy of the February 1, 2023 to January 31, 2027 CBA between these parties is attached hereto as **Exhibit A**. This CBA covers:

Employees engaged in polishing, buffing, stripping, coloring, lacquering, spraying, cleaning and maintenance of ornamental and architectural metals, iron, bronze, brass, nickel, aluminum and stainless steel and in metal specialty work, various stone and stone finishes, stone specialty work and any other specialty work pertaining to the finishing and refinishing of metals, stones, woods, and any window washing/ cleaning done in

conjunction with this work, excluding clerical and office employees, guards and supervisors.

Ex. A at 1.

5. The minimum rates of pay for these metal maintenance workers for the years covered by the current CBA are listed in Article 25 of the CBA and are as follows:

Table: A

Illinois, Indiana, Wisconsin, and Michigan (Maintenance)					
	February 1*	February 1	February1	February 1	February 1
Classification	2022	2023	2024	2025	2026
General Foreman (Field Mgr./					
Working Union Supervisor)	\$37.05	\$38.30	\$39.45	\$40.60	\$41.75
FOREMAN	\$35.05	\$36.30	\$37.45	\$38.60	\$39.75
JOURNEYMAN	\$31.30	\$32.55	\$33.70	\$34.85	\$36.00
Assistant Journeyman	\$30.30	\$31.55	\$32.70	\$33.85	\$35.00
The classifications listed above shall receive no less than the per hour rate increases listed in Article 24A for each year of this Agreement.					
Apprentices shall receive raises effective on the date of their Anniversary, the rates shall be those listed in this table.					

* Prior Contract year's rates.

Classification	2022	2023	2024	2025	2026
Apprentice IV (36 mo. - 48 mo.) .65 for each year plus yr 1 - .70; yr 2 - .70; yr 3 - .72; yr 4 - .73	\$22.07	\$23.42	\$24.77	\$26.14	\$27.52
Apprentice III (24 mo. - 36 mo.) .65 for each year plus yr 1 - .67; yr 2 - .67; yr 3 - .68; yr 4 - .70	\$20.89	\$22.21	\$23.52	\$24.85	\$26.20
Apprentice II (12 mo. - 24 mo.) .65 for each year plus yr 1 - .63; yr 2 - .63; yr 3 - .65; yr 4 - .66	\$19.72	\$21.00	\$22.28	\$23.58	\$24.89
Apprentice I (91 days - 12 mos.) .65 for each year plus yr 1 - .59; yr 2 - .59; yr 3 - .61; yr 4 - .62	\$18.51	\$19.75	\$20.99	\$22.25	\$23.52
Apprentice I (90 days) ..65 for each year plus yr 1 - .55; yr 2 - .55; yr 3 - .57; yr 4 - .58	\$17.27	\$18.47	\$19.67	\$20.89	\$22.12

6. As noted in the above chart, there are five main classifications for metal maintenance and refinishing workers: Apprentice (levels 1, 2, 3 and 4), assistant journeyman, journeyman, foreman, and general foreman/field manager. Petitioner maintains an equal ratio of Assistant Journeymen, Journeymen, and Foremen. True and correct copies of the job descriptions for these classifications are attached hereto as **Exhibit B** at 3–6. These job descriptions list the various activities individuals within these classifications perform including preparing surfaces for the refinishing process, cleaning, oxidizing, and polishing metals, removing scratches from various metals, setting up jobsites and scaffolding, and spraying various coatings and finishes.

7. Under the CBA, Petitioner has the right to “decide upon methods, equipment, and procedures to be used in the performance of all work covered by this Agreement.” Ex. A at 5. Petitioner also has the right to “plan, direct and control all its work,” and “direct and assign work to employees.” *Id.* at 4.

Metal Maintenance Training

8. Petitioner provides newly-hired individuals with a Metal Restoration & Maintenance Training Manual (the “Manual”). A true and correct copy of the Metal Restoration & Maintenance New Hire Training Manual is attached hereto as **Exhibit C**¹. This Manual contains five modules focusing on the company, its policies, training and safety protocols, job set up and break down, masking, surface protection, restoration and maintenance basics and techniques, the coating removal process, the cleaning process, washing and waxing, and polishing.

9. Petitioner also maintains a Corporate Health and Safety Plan specifically for metal, stone, wood, and glass restoration. A true and correct copy of this Plan is attached hereto as **Exhibit**

¹ Exhibits C, D, E, & F of this Written Objection and Request for Hearing under Sections 4 and 9 are Petitioner’s confidential materials. As such, each of these exhibits are designated as confidential for this filing, and Petitioner intends to file a motion to seal after this Written Objection is accepted by the Department.

D. This plan contains a site-specific fall protection plan for Petitioners’ “employees and subcontractors performing metal, stone, wood, and glass restoration work on facades, roofs, and other elevated surfaces.” *Id.* at 34. It also contains a partial inventory list of chemicals used in the metal restoration process. *Id.* at 138. Lastly, this Plan includes Draft Procedures for Petitioner’s Safety Plan for Work Inside Elevators which notes that “[t]he elevator cab doors must be kept open at all times when stripping, refinishing, and spraying the returns and any metal inside the cab other than the doors” and otherwise describes safety protocols while conducting refinishing work in elevators. *Id.* at 172.

10. Petitioner also provides specific training documents for architectural metal restoration and maintenance work. A true and correct copy of the Architectural Metal Restoration and Maintenance training guide is attached hereto as **Exhibit E**. This document provides the fundamental principles for restoring and maintaining architectural metal surfaces (such as doors, frames, building facades, and light fixtures) including restoration techniques. Different metal surfaces change with time depending on a variety of factors including the type of metal, local climate, location, and exposure to direct sunlight. *Id.* at 1. The training manual then discusses the three most commonly used architectural metals—brass, aluminum, and stainless steel—including the preparation of the metal, the cleaning process, and the lacquer application.

11. While Petitioner provides its workers with the above-described training manuals, members of the National Association of Architectural Metal Manufacturers (NAAMM) along with the National Ornamental & Miscellaneous Metals Association (NOMMA) have developed a Metal Finishers Manual for Architectural and Metal Products. A true and correct copy of this manual is attached hereto as **Exhibit F**. This 116-page manual discusses the various finishes for aluminum,

copper alloys, stainless steel, carbon steel and iron including the care and maintenance of these finishes.

Scopes of Work

12. In Petitioner's work orders for various projects including the Harold Washington Library, the specific requirements, materials, specifications, and frequency of the work is described. True and correct copies of three of these work orders are combined and attached hereto as **Exhibit G**. In one of these work orders, the work to be performed includes the semiannual metal-cleaning and clear-coat maintenance of bronze exterior components of the Library. *Id.* at 10–13. The work includes cleaning and providing maintenance work for various windows, entrances, doors, and frames. Another work order notes that the various bronze items in the entrances and windows of the Library should be washed and waxed every 1-6 months. *Id.* at 1–9. The scope of services provided by Petitioner's metal maintenance workers is also described in Exhibit A to the Agreement with Service Contractor between Petitioner and CBRE Inc. for the Harold Washington Library. A true and correct copy of this scope of services is attached hereto as **Exhibit H**.

13. Because none of the existing classifications for prevailing wages in Cook County encompass this metal maintenance and refinishing work, and metal maintenance work is separate and unique from any of the existing classifications, as evidenced by the specific training, job duties, and scopes of work outlined above, a new classification is warranted.

ANALYSIS

14. The Illinois Prevailing Wage Act states that:

Not less than the general prevailing rate of hourly wages for work of a similar character on public works in the locality in which the work is performed, and not less than the general prevailing rate of hourly wages for legal holiday and overtime

work, shall be paid to all laborers, workers and mechanics employed by or on behalf of any public body engaged in the construction or demolition of public works.

820 ILS 130/3.

15. The Court in *Illinois Landscape Contractors Ass’n v. Department of Labor* noted that “[f]ew cases analyze the phrase ‘work of a similar character’ in detail, and no case interprets the phrase in the context of determining a new classification.” 372 Ill. App. 3d 912, 922 (2nd Dist. 2007). The court in that case opined that when determining the prevailing hourly wage for work of a similar character under the Prevailing Wage Act, the requisite skills, training, and knowledge may be considered. *Id.* at 923.

16. Here, the skills, training, and knowledge of metal maintenance workers are specifically tailored to the cleaning, refinishing and maintenance of various metals in building fixtures. As such, these workers need to know about the different types of metals, cleaning techniques, how to prepare the surfaces around the metal to protect them from the cleaning process, how to remove existing coatings, and what chemicals and cleaning supplies will not harm the metal surfaces. *See* Ex. C at 42–53.

17. As noted in *Illinois Landscape Contractors Ass’n*, there was crossover in the laborer and landscaper work which ultimately supported the court’s determination that the skills, training, and knowledge for these two categories of work were ‘of a similar character.’ *Id.* at 924.

18. The cleaning, waxing, and polishing process used as part of metal maintenance and refinishing is most similar to janitorial services. For example, in Article IV, Section 2(a) of the CBA between Building Owners and Managers Association of Chicago and Building Service Division, Service Employees International Union, janitorial employees are compensated for work involving “exterior metal refinishing.” A true and correct copy of this CBA is attached hereto as **Exhibit I.**

19. Janitors therefore perform some of the work performed by the metal maintenance workers, and either a similar rate to that of the janitors or the metal maintenance CBA rates is appropriate for a new classification of workers who perform metal maintenance work. At the very least, the rate of pay listed in the existing CBA between the Association and the Union should be applied to a new metal maintenance and refinishing classification.

20. Based on this written objection, Petitioner requests that the Department order an investigatory hearing in accordance with Sections 4 and 9 of the Illinois Prevailing Wage Act, 820 ILCS § 130/4, 9 to add Metal Refinishing and Maintenance to the list of Prevailing Wage Classifications for Cook County.

Date: August 14, 2026

Respectfully submitted,

By: /s/ John M. Riccione
One of Its Attorneys

John M. Riccione
Brianna M. Skelly
Elizabeth C. Wellhausen
Taft Stettinius & Hollister LLP
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jriccione@taftlaw.com
bskelly@taftlaw.com
ewellhausen@taftlaw.com

CERTIFICATE OF SERVICE

I, an attorney, hereby certify that I caused to be served the foregoing above Written Objection and Request for Hearing Under Sections 4 and 9 on this 14th day of August, 2026 via messenger and electronic mail to the following:

Jane R. Flanagan
Director of Labor
Illinois Department of Labor
160 N. LaSalle St., Ste C-1300
Chicago, IL 60601
Jane.Flanagan@illinois.gov

Robert Parrilli, Division Manager
160 N. LaSalle St., Suite C-1300
Chicago, IL 60601
Robert.Parrilli@illinois.gov

Ron Ward
Illinois Department of Labor
160 N. LaSalle St., Suite C-1300
Chicago, IL 60601
Ron.Ward@illinois.gov

Craig Colbrook
Illinois Department of Labor
160 N. LaSalle St., Suite C-1300
Chicago, IL 60601
Craig.Colbrook@Illinois.gov

/s/ John M. Riccione

RECEIVED

AUG 17 2026

IDOL - CHICAGO OFFICE

STATE OF ILLINOIS – DEPARTMENT OF LABOR
160 N. LASALLE ST., STE. C-1300
CHICAGO, IL 60601

IN THE MATTER OF:

STUART DEAN COMPANY,	)	
	)	
Petitioner,	)	
	)	State File No.
vs.	)	
	)	
JANE FLANAGAN, DIRECTOR OF THE	)	
ILLINOIS DEPARTMENT OF LABOR, and	)	
the ILLINOIS DEPARTMENT OF LABOR,	)	
	)	
Respondents.	)	
	)	

NOTICE OF FILING

To: Please see Certificate of Service

PLEASE TAKE NOTICE that on the 14th day of August, 2026 the undersigned filed the attached Written Objection and Request for Hearing Under Sections 4 and 9, a copy of which is hereby served upon you and has been sent via electronic mail and messenger.

Date: August 14, 2026

Respectfully submitted,

By: /s/ John M. Riccione
One of Its Attorneys

John M. Riccione
Brianna M. Skelly
Elizabeth C. Wellhausen
Taft Stettinius & Hollister LLP
111 E. Wacker Drive, #2600
Chicago, Illinois 60601
Telephone: (312) 527-4000
Facsimile: (312) 527-4011
jriccione@taftlaw.com
bskelly@taftlaw.com
ewellhausen@taftlaw.com

RECEIVED

AUG 17 2026

IDOL - CHICAGO OFFICE

CERTIFICATE OF SERVICE

I, an attorney, hereby certify that I caused to be served the foregoing above Written Objection and Request for Hearing Under Sections 4 and 9 on this 14th day of August, 2026 via messenger and electronic mail to the following:

Jane R. Flanagan
Director of Labor
Illinois Department of Labor
160 N. LaSalle St., Ste C-1300
Chicago, IL 60601
Jane.Flanagan@illinois.gov

Robert Parrilli, Division Manager
160 N. LaSalle St., Suite C-1300
Chicago, IL 60601
Robert.Parrilli@illinois.gov

Ron Ward
Illinois Department of Labor
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Chicago, IL 60601
Ron.Ward@illinois.gov

Craig Colbrook
Illinois Department of Labor
160 N. LaSalle St., Suite C-1300
Chicago, IL 60601
Craig.Colbrook@Illinois.gov

/s/ John M. Riccione



111 East Wacker Drive, Suite 2600
Chicago, IL 60601-4208
Tel: 312.527.4000 | Fax: 312.527.4011
taftlaw.com

John M. Riccione
312.836.4173
jriccione@taftlaw.com

RECEIVED

AUG 17 2026

IDOL - CHICAGO OFFICE

August 14, 2026

VIA MESSENGER

Jane R. Flanagan
Director of Labor
Illinois Department of Labor
160 N. LaSalle St., Ste C-1300
Chicago, IL 60601
Jane.Flanagan@illinois.gov

RECEIVED

AUG 17 2026

IDOL - CHICAGO OFFICE

Dear Ms. Flanagan:

Please find enclosed two copies of Stuart Dean Company's Written Objection and Request for Hearing Under Sections 4 and 9 to the Prevailing Wage Schedule published by the Illinois Department of Labor on July 15, 2026.

Kindly return a file-stamped copy to my attention in the enclosed FedEx envelope. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Taft Stettinius & Hollister LLP

/s/ John M. Riccione

John M. Riccione

JMR:ETA
Enclosures
302523629v1

Attachments not
included.

Exhibits can found on
the Illinois

Department of Labor's
website.

STATE OF ILLINOIS
DEPARTMENT OF LABOR

IN THE MATTER OF:	)	
	)	
PLUMBING CONTRACTORS	)	
ASSOCIATION OF GREATER CHICAGO	)	STATE FILE NO. 2027-H-CC08-2361
AND TERRY PLUMBING,	)	
c/o Christina Warnick, Esq. & Megan Wilkes, Esq.)	)	
cwarnick@lanerlaw.com	)	
mwilkes@lanerlaw.com	)	
	)	
OBJECTORS,	)	
	)	
v.	)	
	)	
JANE R. FLANAGAN, DIRECTOR of the	)	
ILLINOIS DEPARTMENT OF LABOR,	)	
THE ILLINOIS DEPARTMENT OF	)	
LABOR,	)	
c/o Stephanie Barton, Esq. & Sean Imburgia, Esq.)	)	
stephanie.barton@illinois.gov	)	
sean.imburgia@illinois.gov	)	
	)	
RESPONDENTS.	)	

ORDER

THIS MATTER coming before the Administrative Law Judge on September 3, 2026, pursuant to the Illinois Prevailing Wage Act (“PWA” or “Act”) and the applicable procedures set forth at 56 Ill. Adm. Code Part 120; Respondent having filed a Motion to Dismiss the Objections on September 1, 2026; the parties having received due notice and appeared before the Administrative Law Judge; and the Administrative Law Judge being fully advised in the premises;

IT IS HEREBY ORDERED:

1. The parties have waived, both in writing and on the record, any requirement that a hearing on the Objections be held within forty-five (45) days of the filing of the Objections under the Act.
2. Objector shall file its Response to Respondent’s September 1, 2026, Motion to Dismiss on or before **September 8, 2026, at 5:00 p.m. Central Time.**
3. Respondent shall file any Reply in support of its Motion to Dismiss on or before **September 15, 2026, at 5:00 p.m. Central Time.** No further briefing shall be permitted absent leave of the Administrative Law Judge.
4. Upon completion of the briefing schedule, the Motion to Dismiss shall be taken under advisement. The Administrative Law Judge anticipates issuing a

written Decision and Order addressing the Motion to Dismiss **on or before September 18, 2026**.

5. Pending disposition of Respondent's Motion to Dismiss, consideration of any petitions to intervene and further pre-hearing proceedings are **HELD IN ABEYANCE**. If any portion of the Objections remains pending following disposition of the Motion to Dismiss, the Administrative Law Judge will enter an appropriate order addressing intervention and further proceedings.
6. Failure to comply with the deadlines or other requirements established by this Order may result in such appropriate action or sanctions as authorized by the Prevailing Wage Act and 56 Ill. Adm. Code Part 120.

Entered: September 3, 2026

/s/ Michelle S. Bryant- Smith
Michelle S. Bryant-Smith
Administrative Law Judge
Illinois Department of Labor
160 North LaSalle St., Suite C-130
Chicago, IL 60601
V: 312-793-1805
dol.hearings@illinois.gov

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

CERTIFICATE OF SERVICE

Under penalties as provided by law, including pursuant to Section 1-109 of the Code of Civil Procedure, I, Davis Merced, a non-attorney, affirm, certify or on oath state, that I served notice of the attached Order upon all parties to this case, or their agents appointed to receive service of process, by enclosing a copy of the Order in Case No. **2027-H-CC08-2361** in an envelope addressed to each party or party's agent at their respective address(es) having caused each envelope to be served by

☐ U.S. **regular** mail with postage prepaid being deposited in the U.S. mailbox at 555 W Monroe, Chicago, Illinois,

☐ **certified mail** return receipt requested and **regular mail** with postage prepaid at 555 W Monroe, Chicago, Illinois,

☒ via **email** addressed to each party or party's agent at the respective email address shown on the Certificate of Service,

on September 4, 2026, prior to 4:30 p.m.

Via Email:

OBJECTORS

Plumbing Contractors Association
of Greater Chicago and Terry Plumbing,
c/o Christina K. Wernick, Esq.
Megan Wilkes, Esq.
Laner Muchin, Ltd.
515 North State Street, Suite 2400
Chicago, Illinois 60654
Telephone: (312) 467-9800
Email: cwernick@lanerlaw.com
mwilkes@lanerlaw.com

RESPONDENTS

Illinois Department of Labor and Jane
Flanagan, Director
c/o Stephanie Barton, Esq.
Deputy General Counsel
524 S 2nd Street Ste 400
Springfield, IL 62701
Stephanie.Barton@illinois.gov

Illinois Department of Labor
Sean Imburgia, Esq.
Staff Attorney
115 S South LaSalle Street, Floor 37
Chicago, IL 60601
Sean.imburgia@illinois.gov

/s/Davis Merced
Davis Merced, Office Specialist
Illinois Department of Labor

STATE OF ILLINOIS
DEPARTMENT OF LABOR

IN THE MATTER OF:	)	
	)	
PLUMBING CONTRACTORS	)	
ASSOCIATION OF GREATER CHICAGO	)	FILE NO. 2027-H-CC08-2361
AND TERRY PLUMBING,	)	
c/o Christina Warnick, Esq. & Megan Wilkes, Esq.	)	
cwarnick@lanerlaw.com	)	
mwilkes@lanerlaw.com	)	
	)	
OBJECTORS,	)	
	)	
LIUNA Great Plains Laborers District Council and	)	
its subsidiary and affiliate local unions	)	
c/o Timothy J. Ryan, Esq	)	
trvanrromidwestlaborers.org	)	
	)	
Chicago Journeymen Plumbers Local 130, UA	)	
c/o Gregory W. Hosé, Esq., and	)	
Kyle R. Sullivan, Esq.	)	
ksullivan@gregoriolaw.com	)	
ghose@gregoriolaw.com	)	
	)	
Martin Flanagan, a member of the Laborers'	)	
International Union of North America Local 1 and	)	
the Construction and General Laborers' District	)	
Council of Chicago and Vicinity	)	
c/o George Rapidis, Esq., James Connolly Jr., Esq.	)	
Joanna Barrera, Esq., Mary Colleen Kilbride, Esq.	)	
Jeremy Esparza, Esq.	)	
jesparza@laborerslocalone.com	)	
grapdis@ldclmcc.com	)	
jc2@llunafour.com	)	
jbarrera@liunachicago.org	)	
ckilbride@liunachicago.org	)	
	)	
Donald Finn, a member of the International	)	
Brotherhood of Electrical Workers,	)	
Local Union No. 134, AFL-CIO, and	)	
the International Brotherhood of Electrical Workers,	)	
Local Union No. 134, AFL-CIO	)	
c/o Matthew J. Cleveland, Esq.	)	

mcleveland@local134.org)
)
John Alghrim, Member and Director of Contract)
Negotiations for IUOE Local 150, AFL-CIO and)
IUOE Local 150, AFL-CIO; Brian Gilham, Member)
and President/Business Manager of IUOE Local 841)
AFL-CIO and IUOE Local 841, AFL-CIO;)
Tony O'Brien, Member and Business Manager)
of the IUOE Local 649, AFL-CIO and IUOE)
Local 649, AFL-CIO)
c/o Marc R. Poulos, Esq., Melissa L. Binetti, Esq.,)
Kara M. Principe, Esq., Joseph P. Sweeney, Esq.)
jsweeney@iiiiffc.org)
mbinetti@iiiiffc.org)
mpoulos@iiiiffc.org)
kprincipe@iiiiffc.org)

PETITIONERS)

v.)

JANE R. FLANAGAN, DIRECTOR of the)
ILLINOIS DEPARTMENT OF LABOR,)
THE ILLINOIS DEPARTMENT OF)
LABOR,)
c/o Stephanie Barton, Esq. & Sean Imburgia, Esq.)
stephanie.barton@illinois.gov)
sean.imburgia@illinois.gov)

RESPONDENTS.)

ORDER

THIS MATTER comes before the Administrative Law Judge (“ALJ”) Michelle S. Bryant-Smith on Respondents Jane R. Flanagan, Director of the Illinois Department of Labor, and the Illinois Department of Labor’s (“Respondents” or “Department”) Motion to Dismiss Objectors’ Objection and Request for Hearing and to Deny Objectors’ Request for Extension of Time.

The ALJ, having reviewed Respondents’ Motion to Dismiss, Objectors Plumbing Contractors Association of Greater Chicago and Terry Plumbing’s (“Objectors”) Combined Response in Opposition and Reply in Support of their Request for Extension of Time, Respondents’ Reply, the authorities cited by the parties, and the record in this matter, and being otherwise fully advised, hereby enters the following Order:

FINDINGS OF FACT:

1. On July 15, 2026, the Illinois Department of Labor published on its official website the prevailing wage schedule for each county in the State of Illinois pursuant to Section 9 of the Illinois Prevailing Wage Act (“PWA”), 820 ILCS 130/9.
2. Excluding July 15, 2026, from the computation of time pursuant to 56 Ill. Adm. Code § 120.130(b), the thirtieth day following publication was Friday, August 14, 2026.
3. On August 14, 2026, Objectors placed their written Objection and Request for Hearing (“Objection”) in the United States mail.
4. On August 14, 2026, at 9:07 p.m., Objectors also transmitted their Objection to the Department by email.
5. On August 14, 2026, at 10:20 p.m., Objectors transmitted by email a Request for Extension of Time to File Objections (“Request for Extension”).
6. In support of the Request for Extension, Objectors stated that the Objection was prepared and finalized on August 14, 2026, and that unforeseen time-sensitive professional obligations and administrative staffing disruptions prevented physical delivery to the Department’s Chicago office before 5:00 p.m.
7. On August 17, 2026, the Department received the Objection transmitted through the United States mail. Objectors also delivered the Objection by hand on August 17, 2026.
8. On August 21, 2026, the Department issued a Notice of Hearing and subsequently convened a pre-hearing conference on September 2, 2026.
9. On September 1, 2026, Respondents filed their Motion to Dismiss Objectors’ Objection and Request for Hearing and to Deny Objectors’ Request for Extension of Time.
10. On September 2, 2026, the parties appeared before the ALJ for the scheduled pre-hearing conference, at which argument was heard concerning Respondents’ Motion to Dismiss. The ALJ thereafter established a briefing schedule.
11. Objectors timely filed their Combined Response in Opposition to Respondents’ Motion to Dismiss and Reply in Support of their Request for Extension of Time on September 8, 2026.

12. Respondents timely filed their Reply in Support of their Motion to Dismiss on September 15, 2026.

RELEVANT LAW:

Section 9 of the PWA provides, in relevant part:

“At any time within 30 days after the Department of Labor has published on its official web site a prevailing wage schedule, any person affected thereby may object in writing to the determination or such part thereof as they may deem objectionable by filing a written notice with the Department of Labor stating the specified grounds of the objection.” **820 ILCS 130/9.**

Administrative hearings before the Department are governed by 56 Ill. Adm. Code Part 120. See 56 Ill. Adm. Code § 120.100.

Section 120.130(a) provides that when the Act or Part 120 requires the filing of a document, the document must be received by the Department before the official closing time of the receiving office on the final day of the applicable time limit. Filings received after 5:00 p.m. are considered filed on the following business day.

Section 120.130(b) governs computation of time and requests for extensions. It provides, in relevant part:

“A request for an extension of time to file a document shall be filed no later than 5:00 p.m. at the Chicago Office on the date on which the document is due. Requests for extensions of time filed within three days after the due date must be grounded upon circumstances not reasonably foreseeable in advance.”

56 Ill. Adm. Code § 120.130(b).

Section 120.130(c) permits filing by certified or First-Class mail, messenger service, private delivery service, or personal delivery to the Department’s Chicago office. Filing by electronic transmission, including email, is not accepted unless specifically requested or ordered by the ALJ.

Finally, § 120.130(d) distinguishes service from filing. The date of service may be the date a document is deposited in the United States mail; however, the date of filing is the date the matter is received by the Department.

Illinois courts recognize that administrative agencies derive their authority from statute and must exercise that authority in conformity with their governing statutes. See *Fredman Brothers Furniture Co. v. Department of Revenue*, 109 Ill. 2d 202 (1985); *Klopfers v. Court of Claims*, 286 Ill. App. 3d 499 (1997); *Weatherly v. Human Rights*

Comm'n, 338 Ill. App. 3d 433 (2003); *Goral v. Dart*, 2020 IL 125085. Administrative rules properly adopted pursuant to statutory authority have the force and effect of law. *Granite City Division of National Steel Co. v. Illinois Pollution Control Board*, 155 Ill. 2d 149 (1993).

ARGUMENT AND CONCLUSION

Respondents argue that Objectors failed to file their Objection within the thirty-day period prescribed by Section 9 of the PWA and that the untimely filing precludes the Department from proceeding to adjudicate the Objection. Objectors contend that Respondents improperly characterize the filing deadline as jurisdictional and argue that Section 120.130(b) permits the ALJ to grant an extension based upon the circumstances presented.

The ALJ finds that the Objection was not timely filed.

The Department published the applicable prevailing wage schedule on July 15, 2026. The thirtieth and final day for filing an objection was therefore Friday, August 14, 2026. Section 120.130(a) requires a document subject to a filing deadline to be received by the Department before the Department's official closing time on the final day of the filing period. Section 120.130(d) further distinguishes between service and filing: depositing a document in the United States mail establishes the date of service, while the date of filing is the date the Department receives the document.

Although Objectors placed their Objection in the United States mail on August 14, 2026, the Department did not receive it until August 17, 2026. Accordingly, the mailed Objection was filed on August 17, 2026, after expiration of the thirty-day period.

The August 14, 2026, email transmission does not alter this conclusion. Section 120.130(c) expressly provides that filing by email will not be accepted unless specifically requested or ordered by the ALJ. No such authorization existed when Objectors transmitted their Objection. Moreover, the email was transmitted at approximately 9:07 p.m., after the Department's 5:00 p.m. closing time. Even if email filing had been authorized, § 120.130(a) provides that a filing received after 5:00 p.m. is considered filed on the following business day.

The ALJ is also unpersuaded by Objectors' argument that application of § 120.130 improperly narrows the thirty-day period established by Section 9. Section 9 establishes the statutory period within which an affected person must file a written objection. Part 120 establishes the procedural requirements governing when and how filing occurs before the Department. These provisions are complementary. Section 120.130 does not shorten the thirty-day period; it defines the requirements for accomplishing a filing within that period.

The ALJ has also considered Objectors' reliance upon *Belleville Toyota, Inc. v. Toyota Motor Sales, U.S.A., Inc.*, 199 Ill. 2d 325 (2002), and their argument that Respondents improperly characterize every statutory or regulatory filing requirement as jurisdictional. *Belleville Toyota*, however, concerned the constitutionally conferred original jurisdiction of Illinois circuit courts and distinguished that jurisdiction from adjudicatory authority derived from statute. Here, the right to challenge the Department's prevailing wage schedule and the Department's authority to hear that challenge arise from Section 9 of the PWA.

Section 9 requires an affected person to initiate that statutory process by filing a written objection within thirty days of publication. Consistent with *Fredman Brothers*, *Weatherly*, *Klopper*, and *Goral*, the ALJ concludes that compliance with the statutory filing requirement is a prerequisite to proceeding upon an objection under Section 9. Because Objectors did not timely file their Objection, the Department may not proceed to adjudicate its merits.

Objectors' Request for Extension does not cure the untimely filing.

Section 120.130(b) provides that a request for extension shall be filed no later than 5:00 p.m. on the date the underlying document is due and further addresses requests filed within three days after the due date where the request is grounded upon circumstances not reasonably foreseeable in advance. Objectors transmitted their Request for Extension by email at approximately 10:20 p.m. on August 14, 2026. The request therefore was not submitted before the 5:00 p.m. deadline and was transmitted through a method of filing not authorized under § 120.130(c).

Moreover, even assuming, without deciding, that § 120.130(b) permits the ALJ to consider an extension request seeking relief from the filing deadline applicable to a Section 9 objection, Objectors have not established sufficient grounds to grant the requested relief.

Objectors cite unexpected time-sensitive professional obligations and administrative staffing disruptions occurring immediately before the deadline. Although those circumstances may have caused difficulty on August 14, 2026, Objectors had thirty days following publication of the prevailing wage schedule to prepare and file their Objection or seek an extension. On the record presented, Objectors have not established why the circumstances identified could not reasonably have been anticipated or accommodated during the filing period or why a timely request for extension could not have been filed.

The ALJ has also considered Objectors' contention that Respondents suffered no prejudice from the delay. The absence of demonstrated prejudice does not, however, establish compliance with the filing requirements of Section 9 and § 120.130, nor does it provide an independent basis for disregarding those requirements.

Likewise, the Department's issuance of a Notice of Hearing before Respondents raised the timeliness issue does not cure the filing defect. Once the issue was presented, the ALJ was required to determine whether the Objection had been timely filed before proceeding to its merits.

Accordingly, the ALJ finds that Objectors failed to timely file their Objection and Request for Hearing pursuant to Section 9 of the PWA and 56 Ill. Adm. Code § 120.130. The ALJ further finds that Objectors' Request for Extension does not provide a basis to excuse the untimely filing.

IT IS HEREBY ORDERED THAT:

1. Respondents' Motion to Dismiss Objectors' Objection and Request for Hearing is **GRANTED**;
2. Objectors' Request for Extension of Time to File Objections is **DENIED**;
3. Objectors Plumbing Contractors Association of Greater Chicago and Terry Plumbing's Objection and Request for Hearing is **DISMISSED** as untimely filed pursuant to 820 ILCS 130/9 and 56 Ill. Adm. Code § 120.130;
4. All pending Petitions to Intervene are **MOOT**;
5. Any hearing presently scheduled on the merits of the Objection is **VACATED**; and
6. This matter is **CLOSED** before the Illinois Department of Labor Hearings Division.

Entered: September 18, 2026

/s/ Michelle S. Bryant- Smith
Michelle S. Bryant-Smith
Administrative Law Judge
Illinois Department of Labor
115 S. LaSalle Street, 37th Floor
Chicago, IL 60603
V: 312-793-1805
dol.hearings@illinois.gov

NOTICE: Pursuant to 56 Ill. Admin. Code § 120.301(i), any party seeking review of the Administrative Law Judge's granting of a motion to dismiss may file a written Request for Review with the Director within fifteen (15) calendar days from the date of this Order, stating the specific grounds for review. A copy of the Request for Review must be served upon all other parties immediately upon filing. If a Request for Review is not filed within fifteen (15) calendar days from the date of this Order, the decision of the Administrative Law Judge shall become final.

The Request must be in writing, must identify the applicable State File Number, and must state the specific grounds upon which the party contends this Order should be reviewed. The filing party must demonstrate that a copy of the Motion has been served upon all other parties. Any opposing party may file a response within five (5) days from the date of the Request and must serve a copy of the response upon all other parties.

Any Request for Review must be prominently identified as such and filed with the Director, at the Illinois Department of Labor, 115 S. LaSalle Street, 37th Floor, Chicago, Illinois 60603, or by email at DOL.hearings@illinois.gov, within the applicable fifteen (15) calendar-day period. A written decision shall be issued with notice to all parties.