

**STATE OF ILLINOIS  
DEPARTMENT OF LABOR**

|                                   |   |                                 |
|-----------------------------------|---|---------------------------------|
| IN THE MATTER OF:                 | ) |                                 |
|                                   | ) |                                 |
| MECHANICAL CONTRACTORS            | ) |                                 |
| ASSOCIATION OF CHICAGO, ILLINOIS  | ) | STATE FILE NO. 2027-H-CC08-2363 |
| AND DAHME MECHANICAL              | ) |                                 |
| INDUSTRIES, INC.                  | ) | DATE OF NOTICE: AUGUST 20, 2026 |
|                                   | ) |                                 |
| OBJECTORS,                        | ) |                                 |
|                                   | ) |                                 |
| v.                                | ) |                                 |
|                                   | ) |                                 |
| JANE R. FLANAGAN, DIRECTOR of the | ) |                                 |
| ILLINOIS DEPARTMENT OF LABOR, and | ) |                                 |
| THE ILLINOIS DEPARTMENT OF LABOR, | ) |                                 |
|                                   | ) |                                 |
| RESPONDENTS.                      | ) |                                 |

**AMENDED<sup>1</sup> 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 **MECHANICAL CONTRACTORS ASSOCIATION OF CHICAGO, ILLINOIS AND DAHME MECHANICAL INDUSTRIES, INC.** ("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:

|                                  |                                                                                                                                                    |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DATE:</b>                     | <b>September 25, 2026</b>                                                                                                                          |
| <b>TIME:</b>                     | <b>9:30 a.m.</b>                                                                                                                                   |
| <b>ADMINISTRATIVE LAW JUDGE:</b> | <b>Monica Silva<br/>Administrative Law Judge<br/>Illinois Department of Labor</b>                                                                  |
| <b>WEBEX INFORMATION:</b>        | <b><a href="https://illinois.webex.com/meet/monica.silva2">https://illinois.webex.com/meet/monica.silva2</a><br/>Meeting Number: 2460 345 0829</b> |
|                                  | <b>Phone Number:<br/>+1-312-535-8110 Toll<br/>+1-415-655-0002 Toll<br/>Access code: 2460 345 0829</b>                                              |

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<sup>1</sup> Notice amended to reflect the date stamp on Exhibit A, which confirms the date the Objections were received by mail.

**OBJECTORS' ATTORNEY:**

**Christina K. Wernick, Esq.  
Laner Muchin, Ltd.**

**RESPONDENTS' ATTORNEY:**

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

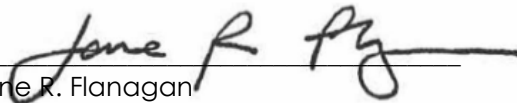
If you are unable to access Webex via the video link, you may join by calling the Webex phone numbers listed above.

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 Amended 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-CC08-2363** 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 31, 2026, prior to 4:30 p.m.

**Via Email:**

**OBJECTORS**

Mechanical Contractors Association  
of Chicago, Illinois and  
Dahme Mechanical Industries, Inc.  
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 2<sup>nd</sup> 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:                   | ) |                                 |
|                                     | ) |                                 |
| MECHANICAL CONTRACTORS              | ) |                                 |
| ASSOCIATION OF CHICAGO, ILLINOIS)   |   | STATE FILE NO. 2027-H-CC08-2363 |
| AND DAHME MECHANICAL                | ) |                                 |
| INDUSTRIES, INC.                    | ) | DATE OF NOTICE: AUGUST 20, 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 4, 2026** at **9:30 a.m.** The parties shall join via Webex using the following video link or dial-in phone number:

<https://illinois.webex.com/meet/monica.silva2>  
Meeting Number: 2460 345 0829

Phone Number:  
312-535-8110 Toll  
415-655-0002 Toll  
Access code: 2460 345 0829

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 **August 27, 2026**.

DATE: August 20, 2026

By: /s/ Monica Silva

Monica Silva

Administrative Law Judge

Illinois Department of Labor

115 South LaSalle Street, 37<sup>th</sup> Floor

Chicago, IL 60603

V: 312-793-1805

[Dol.hearings@illinois.gov](mailto:Dol.hearings@illinois.gov)



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

**RECEIVED**

**AUG 21 2026**

**IDOL - CHICAGO OFFICE**

IN THE MATTER OF: )

MECHANICAL CONTRACTORS )  
ASSOCIATION OF CHICAGO, ILLINOIS )  
AND DAHME MECHANICAL )  
INDUSTRIES, INC. )

Petitioners, )

- and - )

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

State File No. \_\_\_\_\_

Respondents.

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

Now comes Mechanical Contractors Association of Chicago, Illinois and Dahme Mechanical Industries, Inc. (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 Area Agreement between the Mechanical Contractors Association of Chicago, Illinois and Local Union 597, or, in the alternative, to establish separate apprentice classifications in each county covered by the same collective bargaining agreement for the Pipefitter Trade Title.

## **COUNT I - OBJECTION**

### **IDOL FAILED TO CERTIFY AND PUBLISH THE APPRENTICE RATES REQUIRED BY SECTIONS 4 AND 9 OF THE ACT**

1. Petitioner Mechanical Contractors Association of Chicago, Illinois ("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 the Local Union 597, affiliated with the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry ("Union").

2. Petitioner Dahme Mechanical Industries, Inc. ("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, 2026, 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 Pipefitter 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 pipe trades in Bureau, Cook, DeKalb, DuPage, Grundy, Iroquois, Kankakee, Kane, Kendall, Lake, LaSalle, McHenry, Putnam, Will, Livingston (North), Marshall (North), and Woodford (Northeast) Counties ("Affected Counties"). These workers are identified by the Trade Title Pipefitter in the prevailing wage and benefit rates posted by the Department in the Affected Counties.

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

8. By publishing the CBA-derived Pipefitter 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 Pipefitter 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 Pipefitter in the Affected Counties (“Prevailing CBA”).

9. 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 Pipefitter wage rates and fringe benefit contributions expressly provided for in the CBA and the Rate Sheet.

10. Apprentice pipefitters 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.

11. The rates established pursuant to the CBA and Rate Sheet include the following progressive apprentice wage benchmarks and related fringe contributions effective June 1, 2026:

| Building Trades<br>Building Trades Apprentice Rates <sup>2</sup> | Wage Rate | Benefit Funds |                                    |                 |                      |        |               |                          | Total Package | Deductions                          |                                   |
|------------------------------------------------------------------|-----------|---------------|------------------------------------|-----------------|----------------------|--------|---------------|--------------------------|---------------|-------------------------------------|-----------------------------------|
|                                                                  |           | Welfare Fund  | Health Reimbursement Account (HRA) | Retirement Fund | Defined Contribution | LMCC   | Training Fund | Piping Education Council |               | Emergency Savings Fund <sup>3</sup> | Wage Work Assessment <sup>4</sup> |
| First Year                                                       | \$23.80   | \$3.00        | \$0.00                             | \$0.00          | \$0.00               | \$0.00 | \$0.00        | \$0.00                   | \$26.80       | \$0.00                              | \$0.48                            |
| Second Year                                                      | \$32.73   | \$3.00        | \$0.00                             | \$0.00          | \$3.00               | \$0.00 | \$0.00        | \$0.00                   | \$38.73       | \$0.00                              | \$0.65                            |
| Third Year                                                       | \$38.68   | \$15.00       | \$0.00                             | \$0.00          | \$3.00               | \$0.00 | \$0.00        | \$0.00                   | \$56.68       | \$0.00                              | \$0.77                            |
| Fourth Year                                                      | \$46.41   | \$15.00       | \$0.00                             | \$0.00          | \$3.00               | \$0.00 | \$0.00        | \$0.00                   | \$64.41       | \$0.00                              | \$0.93                            |
| Fifth Year                                                       | \$59.50   | \$15.00       | \$0.00                             | \$0.00          | \$14.00              | \$0.00 | \$0.00        | \$0.00                   | \$88.50       | \$1.50                              | \$1.19                            |

12. 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 Pipefitter in the Affected Counties. The Department cannot accept the CBA for purposes of setting the journeyman pipefitter rates while disregarding the apprentice pipefitter rates expressly contained in that same prevailing CBA.

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

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

## **COUNT II**

### **REQUEST TO ESTABLISH NEW "PIPEFITTER APPRENTICE" TRADE TITLE**

15. In the alternative, if IDOL contends that apprentice Pipefitter is not presently encompassed within the existing Pipefitter Trade Title, the Association and the Company request that IDOL establish separate prevailing wage classifications for "Pipefitter Apprentice" in each Affected County.

16. The appropriate apprentice classifications should track the CBA and Rate Sheet benchmarks, including those detailed in Paragraph 11 above.

17. 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 Pipefitter Trade Title.

18. 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.

19. 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 Pipefitter Trade Title in the Affected Counties.

### **PRAYER FOR RELIEF & REQUEST FOR HEARING**

20. 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.

21. At hearing, the Petitioners will present evidence establishing that the CBA is the Prevailing CBA for the Pipefitter 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.

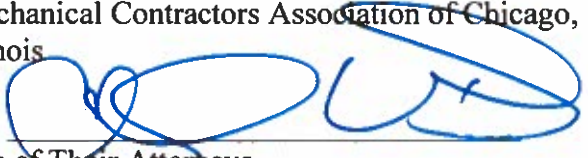
WHEREFORE, for the reasons set forth above, Petitioners respectfully request that the Department:

- 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 Pipefitter Trade Title in the Bureau, Cook, DeKalb, DuPage, Grundy, Iroquois, Kankakee, Kane, Kendall, Lake, LaSalle, McHenry, Putnam, Will, Livingston (North), Marshall (North), and Woodford (Northeast) Counties;
- D. Determine that the apprentice Pipefitter wage rates and fringe benefit contributions established by the CBA are prevailing rates under Section 4 of the Act;
- E. Amend the July 15, 2026 prevailing wage schedules to include the apprentice Pipefitter wage and fringe benefit rates established by the CBA in the Affected Counties; and/or

- F. Alternatively, establish and publish a separate "Pipefitter 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,  
Dahme Mechanical Industries, Inc.  
Mechanical Contractors Association of Chicago,  
Illinois

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](mailto: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 served on this 14<sup>th</sup> day of August 2026 ~~by hand delivery and electronic mail~~ upon the following:

*via U.S. mail*

Jane R. Flanagan  
Director of Labor  
Illinois Department of Labor  
115 S. LaSalle Street, 37<sup>th</sup> Floor  
Chicago, Illinois 60601  
[Jane.Flanagan@illinois.gov](mailto:Jane.Flanagan@illinois.gov)

Illinois Department of Labor  
115 S. LaSalle Street, 37<sup>th</sup> Floor  
Chicago, Illinois 60601

cc:  
IDOL Hearings Department  
Illinois Department of Labor  
[DOL.Hearings@illinois.gov](mailto:DOL.Hearings@illinois.gov)

IDOL Prevailing Wage Act  
Conciliation & Mediation  
[DOL.PWD@Illinois.gov](mailto:DOL.PWD@Illinois.gov)



Christina K. Wernick

# EXHIBIT A

# **AREA AGREEMENT**

**Adopted and Effective**

**June 1, 2026**

**This Agreement is made as of the first day of June, 2026 by and between the Mechanical Contractors Association of Chicago, Illinois (hereinafter for convenience referred to as “Association”), for and on behalf of Employers, and Pipe Fitters Association of Chicago, Illinois, (hereinafter for convenience referred to as “Union”), for and on behalf of Employees. The Union is further identified as Local Union 597 in its affiliation with the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry in its affiliation with the A.F.L.-C.I.O.**

**Mechanical Contractors Association**

**7065 Veterans Boulevard**

**Burr Ridge, Illinois 60527**

**Phone: 312-384-1220**

**[www.mca.org](http://www.mca.org)**

**&**

**Pipe Fitters Association, Local Union 597, U.A.**

**45 North Ogden Avenue**

**Chicago, Illinois 60607**

**Phone: 312-829-4191**

**[www.pf597.org](http://www.pf597.org)**

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## **ARTICLE I**

### **Purpose and Intent, Recognition, and Definitions**

#### **Section 1 – Purpose and Intent**

- (a) It is the express purpose and intent of the parties to this Agreement: to promote and improve the relationship between the Association and the Union, and between Employers and Employees; to eliminate strikes and lock-outs and the causes thereof; to facilitate peaceful and orderly resolution of disagreements and disputes; and to enter into contractual relations with respect to wages, hours of work, and other conditions of employment to be faithfully observed by both parties.
- (b) The parties recognize their respective responsibility for, and mutual interest in, continuity of employment, gained through efficient service to the customer and sincere fulfillment of their joint obligation to the public in promoting the best interests of the Pipe Fitting Industry.
- (c) It is agreed that during the time of this Agreement, and any extension thereof, there shall be no lock-out by any Employer nor any strike, stoppage, slowdown, picketing or boycott by the Union, any of its members or any Employees.
- (d) This Agreement shall not apply to Industrial Maintenance Work as defined in Section 3 of this Article I.

#### **Section 2 – Recognition**

The Association recognizes the Union, and the Union recognizes the Association, as the exclusive bargaining agency, respectively for Employees and Employers, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for all Employees who perform, and with respect only to, work, other than Industrial Maintenance Work, which comes within the Trade and Territorial Jurisdictions of the Union.

#### **Section 3 – Definitions**

The following defined terms, as used in this Agreement shall have the following meanings:

- 1. **“Agreement.”** This Area Agreement.
- 2. **“Alternate Starting Time.”** The starting time established pursuant to Article IV, Section 2(c) in lieu of the Standard Work Day starting time for that same day, but which, when so established, shall establish the time period which shall constitute the Standard Work Day for the specific job.
- 3. **“Appliance Equipment.”** Manufactured products such as freezers, refrigerators, room coolers, packaged ice makers, water coolers, gas ranges, and other similar appliances which come within the Trade Jurisdiction.
- 4. **“Apprentice.”** An Employee indentured to the Joint Apprenticeship and Training Committee for the purpose of learning the trade and working under the terms of this Agreement.
- 5. **“Association.”** Mechanical Contractors Association, Burr Ridge, Illinois.

6. **"Benefit Fund(s)" or "Benefits."** The Welfare Fund, the Retirement Fund, the Training Fund, and/or the Individual Account and 401(k) Plan. Also includes the LMCC and the Education Fund.
7. **"Building Trades Journeyperson."** A Journeyperson union pipe fitter performing work within the Trade Jurisdiction.
8. **"Certified Welding Bureau."** An organization which assists with welding and brazing testing, as well as development of welding and brazing procedures, for the primary benefit of Local Union 597 Pipe Fitters and contractors who are signatory with Local Union 597, Chicago, Illinois.
9. **"Commercial and Industrial Maintenance Work."** Mechanical Service and Maintenance Work on any part of an existing and previously operating Mechanical System providing air conditioning and/or heating to office, retail, hotel, motel, business, commercial, research, educational, institutional, medical, industrial and manufacturing space.
10. **"Day Shift."** (First Shift) Eight (8) hour work period, established pursuant to Article IV, Section 1.
11. **"D.D.C."** Installation and calibration of direct digital control systems and their appurtenances for any piping, heating or air conditioning system.
12. **"Education Fund."** Chicago Area Mechanical Contracting Industry Improvement Trust created by Trust Agreement dated January 13, 1981.
13. **"Education Fund Trustees."** Trustees of the Education Fund, also known as the Industry Fund.
14. **"Employee."** An Employer's employee who performs work in the Territorial Jurisdiction falling within the Trade Jurisdiction or who is sent by the Employer from within the Territorial Jurisdiction to perform such work outside the Territorial Jurisdiction pursuant to Article VII.
15. **"Employer."** A member of the Association or a non-member of the Association who subscribes to this Agreement.
16. **"Evening Shift."** (Second Shift) or **"Evening Shift Hours."** Eight (8) hour work period established pursuant to Article IV, Section 4(b).
17. **"Fuel Burning Equipment."** Mechanical apparatus for the burning of fossil fuel in heating systems.
18. **"Health and Safety Requirements."** Safety and health statutes, standards, rules, regulations and orders as referred to in Article VIII, Section 2.
19. **"Holiday."** A day specified in Article IV, Section 3(a), and an alternate day to be observed as a Holiday in accordance with Article IV, Section 3(b).
20. **"Industrial Maintenance Work."** Work, other than new construction work, assigned by the owner to the Employer, for industrial maintenance, modification, repair, replacement and renovation performed for an owner at the owner's request for conditions similar to an agreement between the owner and an Employer under an Industrial Maintenance Agreement Policy Committee, Inc. agreement. As used in this definition: "modification" means addition to or

improvement of existing systems or facilities; "repair" means restoration of existing facilities to efficient operating condition, by replacement of parts; "renovation" means improvement and/or restoration of existing facilities to efficient operating condition by replacement or revamping of parts; "existing facilities" means a constructed unit already completed and does not mean a new unit to be constructed even though such unit is to be constructed on the same property or premises on which completed units already exist. Any dispute over whether work falls within this definition shall be resolved by the Joint Arbitration Board.

21. **"Joint Arbitration Board."** The entity consisting of an equal number of members appointed by the Union and by the Association to conduct bargaining negotiations and to arbitrate disputes and disagreements in accordance with Article XII.
22. **"Leachate System."** A gas and chemical extraction, collection, and process system.
23. **"Machine Cutting."** The use of any type of equipment designed for precision cutting for piping systems.
24. **"Mechanical Service and Maintenance Work."** The work normally performed by contractors, either by contract or on an emergency call basis, to keep a Mechanical System and controls of a refrigeration, air conditioning, heating and/or ventilation or any other Mechanical System in operational order. This includes, but is not limited to, maintaining, cleaning, adjusting, repairing, overhauling, starting and balancing any such system or component part thereof, regardless of size or location, and, where expressly provided in this Agreement, installation, modification and renovation.
25. **"Mechanical System."** A combination of any mechanical equipment components and/or controls that fall within the Trade Jurisdiction, including the interconnecting piping.
26. **"Medical Gas."** Piping systems used for transportation of medical gases.
27. **"Metal Trades Service Technician."** A Metal Trades Division Employee when performing the work described in the Service Addendum, Article III.
28. **"Night Shift" or "Night Shift Hours."** Eight (8) hour work period established pursuant to Article IV, Section 4(c).
29. **"Orbital Welding."** The setup, operation, and repair of automatic G.T.A.W. and/or G.M.A.W. orbital welding equipment.
30. **"Probationary Service/Appliance Technician."** A temporary trial basis worker employed pursuant to Article VII, of the Service Addendum, and who shall *not* be considered an Employee as defined herein, and for whom Benefits shall *not* be paid.
31. **"Refrigeration and Air Conditioning System."** A Mechanical System composed of the cooling unit, evaporator, blower, coil apparatus and related mechanism, piping and controls.
32. **"Residential/Appliance Service Technician."** A Metal Trades Division Employee when performing the work described in Service Addendum, Article II.

33. **"Residential Work."** Mechanical Service and Maintenance Work on a Mechanical System providing air conditioning and/or heating to a single residential unit in a structure containing one or more residential units.
34. **"Retirement Fund."** Pipe Fitters' Retirement Fund, Local Union 597, created by Declaration of Trust, dated June 25, 1953, as amended thereafter.
35. **"Service Apprentice."** An Employee indentured to the Joint Apprenticeship and Training Committee for the purpose of learning Mechanical Service and Maintenance Work and working under the terms of this Agreement.
36. **"Service Employee."** A Building Trades Journeyperson when performing Mechanical Service and Maintenance Work, a Metal Trades Technician, a Residential/Appliance Technician, a Probationary Metal Trades Service/Appliance Technician and/or a Service Apprentice.
37. **"Service Manager/Supervisor."** A supervisory Employee for Mechanical Service and Maintenance Work employed pursuant to Service Addendum, Article XI.
38. **"Show-Up Time."** Compensable non-working time as provided in Article V, Section 11.
39. **"Special Use Shift."** A non-standard shift established pursuant to Article IV, Section 4(i).
40. **"Standby Duty."** An Employee holding himself in readiness to perform Mechanical Service and Maintenance Work when called upon by the Employer to do so between the end of the particular Employee's Standard Work Day and the commencement of the Employee's next succeeding Standard Work Day.
41. **"Standard Work Day."** The eight and one-half (8 ½) consecutive hours period established pursuant to Article IV, Section 1 or, as to Service Employees, the eight and one-half hours (8 ½) period established pursuant to Service Addendum, Article VI, Section (b).
42. **"Standard Work Week."** The seven (7) consecutive day period established pursuant to Article IV, Section 1 or, as to Service Employees the five days specified in the Service Addendum, Article VI, Section (a).
43. **"Straight Time Rate."** The hourly wage rate established by the Joint Arbitration Board for the respective job classification.
44. **"Supervisory Personnel."** General Superintendent, Superintendent, General Foremen, and Foremen. A Journeyperson Employee who is so classified by the Employer. The selection of supervisory personnel is solely the responsibility of the Employer. The Employer may request from Employees a resume to aid them in the selection of supervisory personnel. (Article VIII, Section 1)
45. **"Territorial Jurisdiction."** The geographic area within which jurisdiction has been assigned to the Union by the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, as set out in Article II, Section 1.
46. **"Thermal Oxidizer or Thermal Incinerator."** A process unit for air pollution control.

47. **"Trade Jurisdiction."** The work over which the Union has jurisdiction, as set out in Article II, Section 2, or jurisdiction of work that may in the future be awarded to them.
48. **"Training Fund."** Pipe Fitters Training Fund, Local Union 597, created by Declaration of Trust, dated May 21, 1964, as amended thereafter.
49. **"Trustees – Welfare, Retirement, Training, Individual Account and 401(k) Plan."** A Board of Trustees consisting of an equal number of persons appointed by the Union and by the Association to manage the Benefit Funds pursuant to the applicable Trust Agreements.
50. **"Union."** Pipe Fitters Association Local Union 597, an affiliate of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, an affiliate of the A.F.L.-C.I.O.
51. **"Valve Repair."** All work associated with the repair of all valves and all valve actuators.
52. **"Wage-Work Assessment."** The amount to be deducted from an Employee's wage pursuant to Article III, Section 4(a).
53. **"Welfare Fund."** Pipe Fitters' Welfare Fund, Local Union 597, created by Declaration of Trust, dated October 27, 1949, as amended thereafter.
54. **"Individual Account and 401(k) Plan."** Pipe Fitters' Individual Account and 401(k) Plan created by Declaration of Trust dated December 1998, as amended thereafter.

## **ARTICLE II**

### **Jurisdiction**

#### **Section 1 – Territorial Scope of Agreement**

The area in which this Agreement shall apply shall cover all operations in the counties of Bureau, Cook, DeKalb, DuPage, Grundy, Iroquois, Kankakee, Kane, Kendall, Lake, LaSalle, McHenry, Putnam, Will and those portions of, Livingston, Marshall, and Woodford Counties in the State of Illinois to which Territorial Jurisdiction has been assigned or may in the future be assigned to the Union by the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry and in the Counties of Lake, LaPorte, Porter, Newton and Jasper in the State of Indiana, and all counties or areas to which Territorial Jurisdiction has been assigned or may in the future be assigned to the Union by the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry.

#### **Section 2 – Trade Jurisdiction**

This Agreement shall apply to Employees who (other than when performing Industrial Maintenance Work) perform work which comes within the Trade Jurisdiction of the Union in the Pipe Fitting Industry in all its divisions, branches and aspects, and more particularly described as follows:

### **Pipe Fitters' Jurisdiction**

- (a) The handling, setting, moving, fabricating, assembling, installation, maintenance, repair and service of all piping systems and their associated equipment used for the transfer of heat, fluids, solids, chemicals or gas. This shall include but not be limited to, industrial process piping, hydraulic power piping, steam and hot water heating, refrigerating, air conditioning, power piping, pneumatic temperature control piping, high and low pressure boilers, stokers, gas, oil or coal burning units, sewage disposal plants, central distribution and booster stations, water filtration plants, sterilization equipment, leachate systems and flue gas recirculation systems. Including all piping systems, including flue gas recirculation systems, used to convey collect or distribute steam, water, air, gas, coal, ash, dust, chemicals, vacuum, brine, ammonia, oil, or other fluids or other commercial products manufacturer, or in the course of manufacture, including cooling work of every description.
- (b) The handling, setting, moving, erecting, fabricating, assembling and installation of all piping, pipe supports, guides, restraints, and anchors of or for all equipment, vessels, pumps, apparatus, and appurtenances in all fossil fueled, nuclear fueled generating stations, and in all solar energy and geothermal power systems.
- (c) The handling, setting, moving, fabrication, assembling, maintenance, repair, service and installation of all equipment, apparatus and appurtenances in the connection of all hydronic solar heating and/or cooling systems.
- (d) The handling, assembling and setting of sectional steam, hot water and packaged boilers, boiler fronts, soot blowers, all circulating piping, economizers and superheaters when not component parts of a boiler, and other boiler component parts. The installation and piping of instruments, panel boards, thermal oxidizers, and attaching of all boiler and trim.
- (e) The rigging, handling, and setting of all equipment including heat exchangers, submerged heat exchangers, self-contained vessels and all other equipment with piping connected to and/or from for heat transfer purposes.
- (f) All piping, regardless of material, for fire quenching purposes, by water, steam, gas, chemicals or other methods.
- (g) The fabrication and installation of all pipe joints of piping systems described in this Agreement, regardless of method or mode, including but not limited to cutting, end preparation, assembling, threading, welding, gluing, grooving, fusing and mechanical. Operation and setup of onsite machining equipment used for piping cutoff and pipe end and fitting preparation.
- (h) The setup, operation and repair of automatic G.T.A.W. and G.M.A.W. orbital welding equipment.
- (i) Fusion welding, cementing and all methods of combining plastic piping.
- (j) The unloading, handling, and installation of hangers, supports, brackets, guides, restraints and anchors, consisting of any and all types of materials, for the support of or directly attached to a piping system or any part or component of a piping system.
- (k) The dismantling or removal of piping and equipment to be reinstalled or replaced in kind that is preliminary or incidental to or connected with the performance of the Employer's work. This includes the cutting, capping and dropping of pipe to a mutually agreeable area and the

disconnecting of equipment such as boilers, chillers, tanks, exchangers, pumps, and unit ventilators.

- (l) The cutting necessary on all types of construction for the reception of all piping or setting of sleeves, inserts, and thimbles for piping and hangers and boxes for hangers for piping in this trade. The operation of any and all equipment, mechanical, electrical or manual, in conjunction with cutting, coring, or destructing of any type of construction in order to create a piping passageway at the job site.
- (m) Where it is necessary for the erection of piping work to utilize special rigging equipment, helicopters, or other specialized lifting facilities not reasonably available to the Employer, and where it is necessary to employ others to operate said equipment, Pipe Fitters shall be employed to supervise and assist said erection.
- (n) Installation and calibration of all mechanical control devices, direct digital control systems and their appurtenances for a building management system.
- (o) Installation of fiber optic cables and controls for refrigeration and heating systems.
- (p) All piping and work associated with the testing, flushing, balancing, calibration, adjusting and final adjustment of all systems installed by Employers signatory to this agreement.
- (q) Fabrication and installation of all medical gas and deionized water systems. Fusion of medical gas fittings shall be done by certified Pipe Fitters.
- (r) Repairing and packing of all valves including control valves and actuators at the job site, except when sent to the manufacturer or Owner's designated representative.
- (s) Performance of quality control of all piping work performed within the Pipe Fitter's Trade Jurisdiction including but not limited to inspections and recording of fit ups, welds and mechanical joints. This includes the verification of materials, dimensions, welding requirements, flange management, hydraulic torque bolting, certified bolt torques, and the jobsite performance and execution of pressure testing, but excluding any engineering work.
- (t) The nondestructive examination of pipe welds by the dye-penetrant method.
- (u) The use and handling of tools, machinery and appliances necessary in the performance of work within the Pipe Fitters Trade Jurisdiction.
- (v) Live line leak sealing, pipe wrapping, and repair by fiberglass, epoxy, and cladding of any materials on piping systems.
- (w) Operation and set-up of machining equipment used for cut off, end prep for piping flanges and such.
- (x) The unloading, handling, rigging, setting and connecting of all completed vessels that are an integral part of piping systems.
- (y) The handling, setting, moving, and assembly of the temporary heating system after the initial installation and startup. These systems utilize water, oil, gas or propane. This work includes but is not limited to heaters, hoses, supports and associated piping.

- (z) All other work as may be determined to be within the Pipe Fitters Trade Jurisdiction.

### **Section 3 – Pipe Fitters' Welding**

- (a) In the interest of public safety, no Employer shall require an Employee to do any welding unless the welding is performed under a recognized welding procedure specification. Said Employee shall be required to perform welding in accordance with an appropriate process at intervals as governed by the ASME Code and said Employee shall pass a requalification test at intervals as required by the ASME Code or the Certified Welding Bureau and/or U.A. certification test.
- (b) The Employer shall provide competent supervision and proper equipment and shall operate under acceptable procedures as provided above.
- (c) An Employee shall be paid the negotiated wage while taking a welding qualification or re-qualification test when required by the Employer to do so.

### **Section 4 – Fabrication**

- (a) **Heating, Air Conditioning and Refrigeration Systems:** All piping for heating, air conditioning and refrigeration systems shall be fabricated on the JOB SITE or in a shop within the Territorial Jurisdiction, subject to the following conditions:
1. Piping TWO AND ONE-HALF INCHES (2 ½") and over – The Employer will give written notice to the Joint Arbitration Board seventy-two (72) hours prior to the start of off-site fabrication and may then proceed with said fabrication without further approval, provided such off-site fabrication shall be performed by the Employer at any site within the Territorial Jurisdiction.
  2. Piping TWO INCHES (2") and under – The Employer may petition the Joint Arbitration Board in writing for exception to the job-site fabrication requirement. Upon receipt of such request for exception, the Joint Arbitration Board may, after due consideration and in its sole judgment and discretion, waive the requirement of job-site fabrication as it relates to fabrication of comfort heating, comfort cooling, and comfort refrigeration piping only, and provided such off-site fabrication shall be performed by the Employer at any site within the Territorial Jurisdiction of the Union. Under no circumstances shall the Employer proceed with the fabrication without the written approval of the Joint Arbitration Board.
- (b) **Process Piping:** Piping systems for purposes other than comfort heating, comfort cooling, and comfort refrigeration systems:
1. May be fabricated on the job site or in the shop, except piping two inches (2") and under shall be done on the job site. Where the word "shop" is used in this Section 4(b) it shall be defined as the shop of the direct Employer, or a pipe fabricating shop under agreement with the United Association or one of its local unions. A pipe fabricating shop is further defined as one that by reason of a collective bargaining agreement or by reason of company policy, pays its Journeyman Pipe Fitters and their Apprentices performing such shop

fabrication, a wage rate at least equal to the building and construction trade's wage rate established for building and construction work in the geographical area in which the shop is located.

2. Process Piping TWO INCHES (2") and under – The Employer may petition the Joint Arbitration Board in writing for exception to the job-site fabrication requirement. Upon receipt of such request for exception, the Joint Arbitration Board may, after due consideration and in its sole judgment and discretion, waive the requirement of job site fabrication as it relates to fabrication of process piping and provided such off-site fabrication shall be performed by the Employer at any site within the Territorial Jurisdiction. Under no circumstances shall the Employer proceed with the fabrication without the written approval of the Joint Arbitration Board.

**(c) Fabrication Shop**

1. Notwithstanding the foregoing clauses (a) and (b), the Employer may petition the Joint Arbitration Board in writing to establish an "approved fabrication shop" at any location within the Territorial Jurisdiction (other than a job site) for the fabrication of piping configurations under the provisions of this Agreement. The Joint Arbitration Board may, after due consideration and in its sole judgment and discretion, waive the requirement of separate job requests for exception, and permit piping of any size and application to be fabricated in said "approved shop" on an ongoing basis.
2. Upon request by the Union, the Employer will notify the Union of the names and Social Security Numbers of all persons working on off-site fabrication permitted under this Section 4.

**(d) None of the provisions in this Section 4 shall be applicable where the following conditions are met:**

1. The Employer's shop, wherein the pipe is fabricated, is located within the Territorial Jurisdiction, and
2. The fabrication of pipe in the shop is performed by members of the Union.

## **ARTICLE III**

### **Wages and Benefit Funds**

#### **Section 1 – Wage Rates**

- (a) Establishment of Rates.** The hourly rate of wages to be paid by Employers to Employees shall at all times be at the rate currently established through negotiations conducted by the Joint Arbitration Board or pursuant to negotiations properly concluded through said Board which may hereafter be adopted from time to time.

- (b) **Manner of Wage Payment:** Wages shall be paid weekly to all Employees. Payment may be made in person to the Employee, by mailing, or by direct bank deposit (if offered by the Employer and accepted by the Employee). In instances where payment is made by personal delivery, such payment must be delivered to the Employee within three (3) regular working days immediately following the termination of each pay period.
- (c) **Payment by Mail:** In instances where payment is made by mailing, the Employer shall within three (3) regular working days immediately following the end of each pay period, deposit Employee's pay in the United States mail, in an envelope properly addressed to the Employee, postage prepaid. However, if the check is not received by the end of the next pay period, the Employer, at the request of the Employee, will re-issue the check. The Employer shall have the check delivered to the Employee's home by overnight mail, or made available for pick-up by the Employee at the job site or Employer's office.
- (d) **Payment in Cases of Quitting and Termination for Cause:** The Employee's wages shall be paid on the next regular pay day as provided in sub-section (c) above in instances where the Employee terminates the Employee's employment, or where the Employer terminates the Employee for any of the following causes: 1) Non-Compliance with the Substance Abuse Testing Policy during the period set forth in Article V, Section 11 of this Agreement; 2) Third or Subsequent Confirmed Instance of Non-Compliance under the Substance Abuse Testing Policy; 3) tardiness; 4) absenteeism; 5) failure to perform reasonable work assignments; or 6) failure to observe safety rules.
- (e) **Payment When Employer Terminates for Other than Cause:** In instances where the Employer terminates an Employee for other than cause, the Employer shall pay all monies, wages and expenses due to the Employee up to the hour of termination, subject to the provisions of this Agreement. Payment shall be made at the time of termination on the job site. If termination of an Employee should come on Saturday, Sunday or a Holiday, payment for all work through the time of termination shall be mailed on the next Standard Work Day as provided in item (c), above, or be made available for pick-up at the Employer's office at the terminated Employee's discretion.
- (f) **Payment for Employee Time Spent Undergoing Substance Abuse Testing:** The Employee shall have the right to complete the Substance Abuse Testing at either the beginning or end of his/her shift but only as follows:
- If the Employee chooses to take the test at the beginning of the shift, he/she may report to the job site up to two (2) hours after the beginning of the shift. If the Employee can demonstrate additional delay caused by extraordinary weather or traffic conditions, the normal two (2) hour allowance will be increased up to a maximum of three (3) hours accordingly. Upon verification that the Employee has completed the testing requirement, the Employer shall pay the Benefits as if the Employee fully completed his/her shift; or
  - If the Employee chooses to take the test at the end of the shift, the Employer shall release the Employee from the job site no less than two (2) hours prior to the time the Employee is normally released from the job site at the end of the shift. Upon verification that the Employee has completed the testing requirement, the Employer shall pay the Benefits as if the Employee fully completed his/her shift; or
  - The Employee may also choose to take the test on his/her own time outside of his/her normal shift. Upon verification that the Employee has completed the testing requirement

on his/her own time, the Employer shall pay the Employee an additional lump sum amount on his/her next regularly scheduled paycheck in accordance with the amount established by the Joint Arbitration Board from time to time.

## **Section 2 – Rates: Other Territories**

In the event an Employer contracts for work outside the Territorial Jurisdiction, the wages paid to an Employee shall be that set forth in Article VII, Sections 1 and 2.

## **Section 3 – Benefit Fund Contributions and Payments**

Each Employer hereby agrees to be bound to the Agreement and Declarations of Trust for each Benefit Fund. The Agreement and Declarations of Trust are hereby continued in full force and effect for the term of this Agreement. Each Employer shall:

- (a) Contribute, in addition to the established wage rates, into the Benefit Funds, such sum or sums as may be properly determined from time to time through negotiations conducted by the Joint Arbitration Board with contributions computed only on hours actually worked; and
- (b) Deduct from the pay of any participating Employee such pre-tax or post-tax sums as the Employee may properly elect and which may be designated by the Employee as elective deferral or Roth elective contributions, and emergency savings contributions (which may be auto enrolled at up to three percent or as otherwise determined by the Board of Trustees) and forward these sums to the Individual Account and 401(k) Plan; and
- (c) For Owners and Owners' Family Members, as defined in the Agreements and Declaration of Trusts for the Benefit Funds, who perform any work under this Agreement, contribute, in addition to the established wage rates, into the Benefit Funds, such additional amounts as may be required by the Trustees of any of the Benefit Funds to the extent such amount differs from the requirement set forth in paragraph (a) above.

## **Section 4 – Wage-Work Assessment, Education Fund Contribution and Labor Management Cooperation Committee Contribution**

- (a) To the extent permitted by state and Federal law, each Employer shall deduct from the wages of each Employee, other than Employees who (in accordance with a written notice from the Union to the Employer) have not authorized such deduction, such amount of Wage-Work Assessment as the Union shall have given notice to the Employer is due to the Union, and shall remit said monies to the Union monthly. The Union hereby represents and warrants that it has and will maintain signed written authorization for such wage deduction from all Employees except only such Employees as it shall have notified the employer, in writing, have not signed such authorization. The Union agrees to and shall indemnify and hold each Employer harmless from and against all claim, expense and liability with respect to any wage deductions made in accordance herewith.
- (b) Each Employer shall pay to the Education Fund contributions at the rate currently established through negotiations conducted by the Joint Arbitration Board, or pursuant to negotiations properly concluded through said Board hereafter.
- (c) **Labor-Management Cooperation Committee.** The parties hereby establish a Labor-Management Cooperation Committee known as the Pipe Fitting Council of Greater Chicago

("PFCGC"), which is a joint trust established pursuant to an agreement between the Union and the Association.

Each Employer hereby agrees to be bound to the Agreement and Declaration of Trust for the PFCGC. Each Employer shall contribute, in addition to the established wage rates and contributions to the Benefit Funds, such sum or sums as may be properly determined from time to time through negotiations conducted by the Joint Arbitration Board with contributions computed only on hours actually worked.

#### **Section 5 – Failure to Comply-Penalty**

- (a) It shall be considered a violation of the terms and conditions of this Agreement, and shall be a cause for cancellation of this Agreement as to an Employer, if an Employer shall fail, after reasonable notice from the Trustees, or the Union or the Education Fund Trustees, as the case may be, to furnish reports, pay Benefit Funds or Education Fund contributions or Wage-Work Assessments or to comply with the rules and regulations formulated and promulgated by the Trustees, or by the Union, or by the Education Fund Trustees, as the case may be.
- (b) The Union may cancel this Agreement as to any Employer under Section 5(a) in the following circumstances:
  - 1. the Employer is more than 50% delinquent in its total contributions required to be made pursuant to Section 3 and 4 of Article III for any month and fails and/or refuses – after written notice of any delinquency – to remit the delinquent contributions within thirty (30) days of such notice;
  - 2. the Board of Trustees of any one Benefit Fund approves cancellation; or
  - 3. the Employer fails to procure and maintain a Surety Bond as described in Article XI, Section (c).
- (c) Written notice of the Union's intent to cancel the Agreement under Section 5(b) shall be provided to the Employer and the Association. Cancellation of this Agreement as to any specific Employer may be reviewed by the Joint Arbitration Board upon timely request by the Association. A request to review by the Association shall be considered timely if made within ten (10) days of the date the Union sends notice to the Association. Absent a timely request to review, the decision to cancel shall become final.
- (d) The Union shall have the right, upon seven (7) days written notice to the Employer, to withdraw Employees from any Employer who has failed to furnish reports, pay Benefit Funds or Education Fund contributions or Wage-Work Assessments, secure and maintain a Surety Bond as described in Article XI Section (c), or to comply with the rules and regulations formulated and promulgated by the Trustees, the Union, or the Education Fund Trustees, as the case may be. The Employees may be withheld from the Employer until all Benefit Funds or Education Fund contributions or Wage-Work Assessments are paid, all reports are properly completed and submitted, a Surety Bond is secured and maintained, and/or until a settlement is reached between the Benefit Funds, the Union and the Employer.

The Union and the Association agree that the withdrawal of any Employees for any of the reasons set forth in this Section shall not constitute a work stoppage and/or strike under Article I, Section 1(c) or Article XII, Section 5(b).

## **Section 6 – Failure to Pay**

- (a) Any Employer who fails to pay contributions to the Benefit Funds pursuant to Section 3, or to pay contributions to the Education Fund under Section 4(b), in the correct amount and in a timely manner shall pay liquidated damages in such amount as shall be established by the respective Benefit Funds and the Education Fund. Payment of all such amounts is untimely unless received by the 15<sup>th</sup> of each month for the prior month's work. In addition thereto, such Employer shall pay interest in an amount equal to one percent per month of the delinquent contributions, or such other rate of interest as may be established by the respective Benefit Funds and the Education Fund. Finally, such Employer shall be responsible for the Benefit Fund's and /or the Education Fund's attorney's fees and costs in collection of unpaid contributions, liquidated damages and interest.
- (b) Any Employer who fails to pay Wage-Work Assessments in a timely manner shall be liable for such interest and damages as authorized by the National Labor Relations Board.
- (c) The Trustees, the Union and the Education Fund Trustees, as the case may be, shall have authority to waive all or part of such liquidated damages, interest or attorney's fees respectively due them. Such waiver shall not act to waive any other liquidated damages, interest or attorney's fees which either are due or which become due.
- (d) Any suit or charge for failure to make payments under this Article by the Trustees, the Union and/or the Education Fund Trustees, as the case may be, shall not require prior resort to the Joint Arbitration Board under Article XII of this Agreement.

## **ARTICLE IV**

### **Working Hours and Rates**

#### **Section 1 – Standard Work Week and Standard Work Day**

- (a) The Standard Work Week will begin on Monday at 8:00 A.M. or at such other time as established by the Employer for the specific job in accordance with Subsection (c) of this Section 1, and shall consist of seven (7) successive days which thus will make Saturday the sixth (6<sup>th</sup>) day and Sunday the seventh (7<sup>th</sup>) day in the Standard Work Week.
- (b) Subject to Article V, Section 11, the Standard Work Day shall begin at 8:00 A.M., or such earlier time as established by the Employer for the specific job site in accordance with Subsection (c) of this Section 1, and end eight and one-half (8 ½) hours later, with one-half ( ½ ) hour unpaid lunch period; and the regular work week shall be forty (40) hours of work per week, consisting of five (5) days of eight (8) hours of work each from Monday to Friday inclusive, which period shall constitute a regular week's work.
- (c) An Employer may establish an Alternate Starting Time, other than 8:00 A.M., for any specific job or job site from 6:00 A.M. to 8:00 A.M. for the duration of the project. An Alternate Starting Time commencing prior to 6:00 A.M. or after 8:00 A.M. may be established with the prior approval of the Joint Arbitration Board. When the Alternate Starting Time approved by the Joint Arbitration Board is prior to 6:00 A.M. or after 8:00 A.M., the Employer shall post notice of the variation in

the Standard Work Day at the job site and all Employees working on the specific job or job site shall work the alternate schedule.

- (d) Holidays shall not constitute Standard Work Days.

#### **Section 2 – Overtime**

- (a) All work performed beyond, or in excess of eight (8) hours during the Standard Work Day or variation thereof, or in excess of forty (40) hours during the Standard Work Week, as defined in Section 1 above in this Article IV, shall be considered overtime.
- (b) All work performed before and after the established Standard Work Day or variations thereof, Monday through Friday, and all work performed between 12:01 A.M. and midnight on Saturday shall be paid for at the rate of time and one-half times the Straight Time Rate. All work performed between 12:01 A.M. and Midnight on Sundays and Holidays and days observed as Holidays as set forth in Article IV, Section 3(b), shall be paid for at the rate of double the Straight Time Rate.
- (c) The provisions of this Section 2 shall not apply to Shift Time governed by Section 4 of this Article IV, or to Temporary Operation, governed by Section 5 of this Article IV, or to Mechanical Service and Maintenance Work, governed by the Service Addendum.

#### **Section 3 – Holidays**

- (a) The following days shall be recognized as Holidays and shall not be regular work days: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.
- (b) When a Holiday, as defined, falls on a Sunday the following Monday shall be observed as that Holiday.

#### **Section 4 – Shift Time: Construction Work**

- (a) **Shifts.** The Employer may establish an "Evening Shift" and/or a "Night Shift" in addition to a Standard Work Day ("Day Shift") as defined in Section 1. Said Shifts shall be established for minimum of three (3) consecutive working days for each such shift that is established. If there is no Day Shift and an Evening Shift and/or a Night Shift is required, all hours worked on said Evening or Night Shifts shall be at the appropriate overtime rate in lieu of the provisions in clauses (b), (c) and (e) through (h) of this Section 4.
- (b) **Evening Shift.** The Evening Shift shall consist of up to eight (8) hours of work ("Evening Shift Hours") beginning at any time between 2:30 P.M. and 4:30 P.M., which shall be paid at the Employee's Straight Time Rate plus a 10% premium. Hours worked in excess of Evening Shift Hours instead receive overtime pay computed in accordance with Clause (e) for work.
- (c) **Night Shift.** The Night Shift shall consist of up to eight (8) hours of work ("Evening Shift Hours") beginning at any time between 10:30 P.M. and 12:30 A.M., which shall be paid at the Employee's Straight Time Rate plus a 10% premium. Hours worked in excess of Evening Shift Hours instead receive overtime pay computed in accordance with Clause (e) for work.

- (d) **Lunch Period for Evening and Night Shifts.** In addition to Shift Hours, each Employee on the Evening or Night Shift shall be entitled to a one-half hour unpaid lunch period. The lunch period shall occur approximately four (4) hours after the start of any such shift.
- (e) **Evening and Night Shifts including a Saturday, Sunday, or Holiday.** Evening and Night Shifts worked entirely on, or overlapping on, a Saturday, Sunday or a Holiday shall be paid for as follows in lieu of the pay provided in Clauses (b) and (c) of this Section 4:
1. The Employee's Straight Time Rate plus a 10% premium for all hours worked on a Monday through Friday that is not a Holiday or days observed as a Holiday;
  2. One and one-half (1 ½) times the Employee's Straight Time Rate for all hours worked on Saturday;
  3. Two (2) times the Employee's Straight Time Rate for all hours worked on Sunday, or a Holiday or days observed as a Holiday;
- (f) **10 Hour Shift**
1. (a) **Day 10 Hour Shift** – shall consist of a ten and one-half (10 ½) hour period commencing at a time determined in accordance with Section 1(a) or 1(b) of Article IV. The first eight (8) hours of work shall be paid for at the Employee's Straight Time rate and all hours of work in excess of eight (8) hours shall be paid for at one and one-half (1 ½) times the Employee's Straight Time Rate;  
 (b) **Night 10-Hour Shift** – shall consist of a ten and one-half (10 ½) hour period commencing on or after 4:30 P.M. The first eight hours of work shall be paid at the Employee's Straight Time Rate plus a 10% premium and all hours of work in excess of eight (8) hours shall be paid for at one and one-half times (1 ½) the Employee's Straight Time Rate;
  2. There shall be an unpaid one half (½) hour lunch period commencing approximately at the end of the first four (4) hours of the Shift;
  3. Hours worked on Ten (10) Hour Shifts which are entirely on, or overlap, a Saturday, Sunday, or Holiday shall be paid for as follows:
    - (i) If on a Saturday, at one and one-half times (1 ½) the Employee's Straight Time Rate;
    - (ii) If on a Sunday, or a Holiday, at two (2) times the Employee's Straight Time Rate;
    - (iii) Fringes and wage assessments shall be paid on ten (10) hours for each shift.
- (g) **12 Hour Shifts:** shall not be worked without prior written approval of the Joint Arbitration Board.
1. Payment for hours worked shall be "by the clock" with straight time applicable for the first eight (8) hours of work Monday through Friday and one and one-half (1 ½) times thereafter with the exception of the hours falling on, or overlapping, a Saturday, Sunday, or Holiday, which shall be paid one and one-half (1 ½) times on Saturday and two (2) times on Sunday, or a Holiday, or days observed as a Holiday;

2. There shall be a paid one-half (½) hour lunch in the first four (4) hours of each shift;
  3. There shall be a paid twenty (20) minute "safety break" after eight (8) hours of each shift;
  4. Fringes and wage assessments shall be paid on twelve (12) hours for each shift.
- (h) **Overtime.** All hours, before or after, or in excess of, Evening Shift Hours or Night Shift Hours that are worked on Monday through Friday shall be paid for at one and one-half (1 ½) times the Employee's Straight Time Rate.
- (i) **Special Use Shift.** At the request of an Employer the Joint Arbitration Board may establish a Special Use Shift for a particular job and shall establish the hours and rates of pay therefore.
- (j) **Incomplete Shift Work.** An Employee who works less than all Shift Hours at the request of the Employer, shall be paid as follows in lieu of any other pay provisions:
1. The Employee's rate as defined in Article IV, Section 4 for all hours worked on Monday through Friday; plus
  2. One and one-half (1 ½) times the Employee's Straight Time Rate for all hours worked before or after Shift Hours, or in excess of eight (8) hours, worked on Monday through Friday and for all hours worked on Saturday; plus
  3. Two (2) times the Employee's Straight Time Rate for all hours worked on Sunday or a Holiday or days observed as Holidays.
- (k) **No Two Successive Shifts.** No Employee shall work in two (2) successive shifts except Supervisory Personnel who, if working, shall receive the regular overtime for all time in excess of one (1) shift per day.
- (i) **Payment of Funds and Assessments:** Benefit Funds, Education Fund, and LMCC contributions shall apply only to hours actually worked. On Evening and Night Shifts, if a full shift is worked the Wage Work Assessment shall be paid on eight (8) hours (or time actually worked if less than a full shift).
- (j) When the owner of a job or jobs desires to work the Employees of all crafts employed on the aforementioned job or jobs for ten (10) hours on four (4) consecutive days rather than eight (8) hours on five (5) consecutive days, Employees will be allowed to do so at the straight time wage under the following stipulations:
1. The four (4) consecutive days shall be either Monday through Thursday or Tuesday through Friday with all Employees on a job working the same four (4) days;
  2. There shall be no fifth (5<sup>th</sup>) day "make up day", regardless of the reason for any interruption on the four (4) consecutive days;

3. Any work performed in excess of ten (10) hours per day on any of the ten (10) hour work days will be paid at one and one-half (1 ½) times the base wage as shall any work performed on a Monday or Friday which is not a part of the assigned four (4) day/ten (10) hours per day work week (until such time as the Employee is reassigned, in advance, to a regular Monday through Friday – eight (8) hour per day work week) and any work performed on Saturdays. Any work performed on Sundays and Holidays will be at two (2) times the base wage.
4. A request to work under the above conditions shall be submitted to the Business Manager before any job begins.

#### **Section 5 – Temporary Operation of any Mechanical System Installed by an Employer Signatory to this Agreement**

The Pittsburgh Decision on Temporary Heat rendered on August 3, 1923, is hereby incorporated by reference and shall govern as to rates of pay for shift time on any Mechanical System which provides comfort heating or cooling, and which is operated on a temporary basis and installed by an Employer.

The use and operation of any such Mechanical System on a temporary basis, during installation and prior to completion or acceptance by the Owner, shall be under the control and jurisdiction of the Employer, and shall be operated by Journeyperson Pipe Fitters, subject, however to the following provisions:

- (a) If during the course of construction and prior to acceptance by the Owner, request is made by the Owner to use and operate on a temporary basis, any such Mechanical System installed by Pipe Fitters, such request may be granted by the Employer only after the permanent mains, arms and risers have been installed and a general test has been made, and provided further that the Owner shall by written instrument assume full responsibility for such use and operation, relieve the Employer of all liability, and shall state in said instrument that the Owner will use his own regular operating force and that all guarantees covering such system shall commence as of the date of commencement of such use and operation. Prior to implementation, a copy of the aforesaid instrument shall be delivered in person, by registered mail, or electronically to the Business Manager by the Employer.
- (b) Should the Owner request the Employer to temporarily operate any such Mechanical System and continue to assume responsibility for the system, then Journeyperson Pipe Fitters shall be employed in its operation.
- (c) When Journeyperson Pipe Fitters are so employed by the Employer, and the time of such employment extends beyond a period of seven (7) consecutive days, then such employment shall come under the temporary heat shift time agreement, and the wages paid to Journeyperson Pipe Fitters shall be the Straight Time Rate for any work performed out of each twenty-four (24) hours of any working day, including Saturday and Sunday, excepting Holidays, which shall be double the Straight Time Rate.
- (d) Where the Federal "Fair Labor Standards Act" applies to employment under this section, one and one-half (1 ½) times the Straight Time Rate shall be paid for all hours worked in excess of forty (40) hours in one week.

## **ARTICLE V**

### **Working Conditions**

#### **Section 1 – Shop**

Each Employer shall maintain an established shop with the necessary equipment to carry on business and each Employer shall employ not less than two (2) Pipe Fitters for a period of ten (10) months of each calendar year in order to qualify as an operating Employer.

#### **Section 2 – Non-discrimination**

No discrimination shall be exercised by an Employer against any Employee on account of any basis proscribed by applicable law.

#### **Section 3 – Tools**

- (a) The handling of tools, machines and equipment necessary in the performance of the work covered by this Agreement shall be done by Employees. There shall be no restriction as to Supervisory Personnel handling tools. No Employee shall be allowed to carry any tools or materials in the Employee's automobile for their Employer unless authorized to do so by the Employer and the Union. No Employee shall carry any tools or equipment in the Employee's car which cannot fit into the trunk of a car. In cases where the Employee uses their own tools, the Employee shall be reimbursed by their Employer for the loss thereof when such loss is accompanied by a police report and not occasioned by the negligent act of the Employee.
- (b) The Employer may require Employees to give receipts for Employer's tools and equipment in the Employee's possession, provided that central tool cribs are used and the Employee is required to pick up and return tools daily. The Employer may utilize a security system or procedure to guard against loss.

#### **Section 4 – Contracts**

- (a) All work undertaken by Employers shall be in conformity with the jurisdiction conferred in this Agreement to the extent applicable and to the extent the Employer has control, include all items within the Territorial and Trade Jurisdictions set forth in Article II of this Agreement.
- (b) In order to preserve all work on the job site as set forth in Article II of this Agreement, Employees shall not be required to perform work on any equipment or materials if such equipment or materials have previously been handled, set or prepared by others in any manner infringing upon the Trade Jurisdiction and if the Employer has a right of control in the selection of such equipment or materials.

#### **Section 5 – Limitations: Subcontracting**

- (a) No Employer shall contract or subcontract any work, to be done at a specific job site of construction, alteration or repair of a building, structure or other work, which comes within the Territorial and Trade Jurisdictions, to any person, firm or corporation not covered by a collective bargaining agreement with the Union, if Employer or any subcontractor of Employer will at any time have an Employee at work at that specific job site.

- (b) No Employer shall contract or subcontract any other work to be done at any specific job site of construction, alteration or repair of a building structure or other work, to any person, firm or corporation that does not have a collective bargaining agreement with a union or unions either that are currently affiliated with the AFL-CIO or that were (or whose predecessor or predecessor unions were) previously affiliated with the AFL-CIO on January 1, 2000 as long as those unions remain affiliated with the local AFL-CIO Building & Construction Trades Council, if Employer or any subcontractor or Employer will at any time have at work at that particular job site an Employee affiliated with the AFL-CIO.
- (c) Each Employer agrees to employ at least one Employee at each job site with respect to which the Employer subcontracts work within the trade jurisdiction.

#### **Section 6 – Uniformity of Conditions by Union**

The Union agrees that if during the life of this Agreement it enters into any kind of agreement with an individual employer or group of employers which shall establish or cause terms or conditions more favorable to any employer than are expressed in this Agreement, or rates less than those established by negotiations through the Joint Arbitration Board, then such more favorable terms or conditions, or lower rates, shall, at the election of the Association, be applicable hereunder. This Section shall not apply to Probationary Service/Appliance Technicians.

#### **Section 7 – Uniformity of Conditions by Association**

No Employer shall employ an Employee for less than the rates established by negotiations through the Joint Arbitration Board nor under any terms and conditions less favorable to such Employee than are expressed in this Agreement.

#### **Section 8 – Health and Safety**

- (a) Each Employer shall furnish non-prescription safety glasses or goggles, face shields, welding hoods, hard hats and such other safety equipment as required to be furnished by the Employer by the Occupational Safety and Health Act, state laws and specific user work site requirements concerning safety, with the exception of the items set forth in (c) below.
- (b) Each Employee shall sign a receipt for all safety equipment issued to them by the Employer. The signed receipt shall be valid proof of Employer compliance with the Occupational Safety and Health Act safety regulations as to issuance of such safety equipment.
- (c) Employees shall furnish and wear their own gloves and appropriate work shoes, and shall strictly observe the Occupational Safety and Health Act and all Health and Safety Requirements (as defined in Article VIII, Section 2). However, additional foot protection (*i.e.*, steel toed shoes) if required, shall be provided by the Owner at a cost not to exceed \$75.00 per Employee per year. Employees whose boots are damaged due to jobsite conditions will be reimbursed for replacement boots without regard to the normal one (1) pair per year limitation.
- (d) **Substance Abuse Testing and Treatment Program Policy.** The parties hereby adopt the Substance Abuse Testing and Treatment Program Policy as designed and implemented by the PFCGC. Where additional programs require testing as a condition of employment, such programs shall be negotiated with the Union.

## **Section 9 – Education**

The Joint Arbitration Board cooperating with officers or business representatives of the Union and the Association is empowered to arrange for educational lectures and practical instruction to be delivered from time to time to members of either or both parties.

## **Section 10 – Inspection**

A duly authorized and accredited representative of either principal to this Agreement shall be permitted to visit the premises on which work is being performed during working hours, but in doing so they shall in no way interfere with the progress of the work (and if the visit is to a controlled access job site, the Owner's approval shall be obtained through the Employer).

## **Section 11 – Reporting for Construction Work: Compensation (Show-Up Time)**

- (a) Any Employee ordered to report to the job for construction work by an Employer and not being put to work shall not remain longer than a period of two (2) hours, and shall receive two (2) hours show-up pay which shall be at the Employee's Straight Time Rate on Monday through Friday, at one and one-half (1 ½) times the Employee's Straight Time Rate on Saturday or double the Employee's Straight Time Rate on Sunday, Holidays, or days observed as Holidays.
- (b) Any Employee who reports for work and who commences work which is provided for the Employee shall receive not less than four (4) hours pay and, if more than four (4) hours are worked, the Employee shall receive pay for the actual time worked; provided if an Employee leaves work without the Employer's permission the Employee shall only receive pay for the actual time worked.
- (c) If work on a job is interrupted due to an unforeseen circumstance, and if the Employee is required by the Employer to remain at the job site, the Employee shall be paid at the Employee's applicable pay rate for all hours spent at the job site in accordance with such request, whether or not working during all of such hours, with a minimum of four (4) hours paid at the Employee's applicable pay rate if less than four (4) hours are spent at the job site. If the Employee, after being requested to remain at the job site, leaves the job site without the Employer's permission, the Employee shall be paid only for the hours the Employee remained at the job site at the Employer's request.
- (d) If an Employee is notified by the Employer prior to 11:00 p.m. that there is a possibility of a job interruption the following day, it shall be the responsibility of the Employee to contact the Employer the following day to ascertain if the Employee should report for work. If the Employee fails to do so, and reports for work and there is no work, the Employee shall not receive show up pay.
- (e) The Employer shall have the right to terminate an Employee for Non-Compliance with the Substance Abuse Testing Policy prior to and up until the expiration of the twenty-four (24) hours after the start of the Employee's first shift. After the expiration of twenty-four (24) hours after the start of an Employee's first shift, the Employer shall not terminate the Employee for Non-Compliance with the Substance Abuse Testing Policy except as specifically provided in the Substance Abuse Testing Policy.

The Employer shall pay Show-Up Time in accordance with this Section 11 for any Employee that is not provided with reasonable advance Notice, as defined in the Substance Abuse Testing Policy, not to appear for his/her shift.

The Employer shall provide payment for any hours worked up to the time of termination and any Show-Up Time in the same manner as when an Employee is terminated for cause under Article III, Section 1(d) of this Agreement.

- (f) No Benefits shall be paid with respect to the unworked hours paid under this Section 11, but the Wage-Work Assessment shall be deducted for all Show-Up Time compensation and remitted to the Union.

## **Section 12 – Employers and Employee’s Work: Restraints on Dual Capacity**

An Employer or their authorized Executive Representative engaged in the business of contracting for work shall not perform the work of a Journeyman Pipe Fitter, or be a member of the Union, nor shall a Journeyman Pipe Fitter or a member of the Union contract or sub-contract for, or do piece work that includes work under the Trade Jurisdiction.

## **ARTICLE VI**

### **Transportation of Tools and Material (Construction Only)**

#### **Section 1 – Automobile**

An Employee may receive permission from their Employer to use the Employee’s automobile to transport tools and material required for construction work. When such permission is given, the Employer agrees to reimburse the Employee for the use of said automobile in the amount of \$20.00 per tool and material move (round trip). This reimbursement shall cover all vehicle costs of the Employee including, but limited to, depreciation, maintenance, repair, fuel, lubrication and insurance. The Employee shall, at the Employee’s expense, provide insurance acceptable to the Employer. The Employer also agrees to pay reasonable and necessary parking, tolls and telephone charges incurred by the Employee in the course of such employment. It is the responsibility of the Employee to furnish the Employer with dated paid receipts. Such rates may be adjusted from time to time by the Joint Arbitration Board.

#### **Section 2 – Parking in Downtown Chicago**

On projects defined as being in the geographic zone of “Downtown Chicago”, excluding Project Managers and Superintendents, if an Employer provides financial reimbursement for parking for any Employee’s personal vehicle, the Employer shall provide the same for all Employees.

The parties agree that the geographic zone of “Downtown Chicago” shall include any area within the following boundaries: 1) North to South: North Avenue (IL Route 64) to 35<sup>th</sup> Street; and 2) West to East: Halsted Street to Lake Michigan.

The parties further agree that the following areas shall also be included in the geographic zone of Downtown Chicago: 1) Cook County Hospital; 2) Rush Presbyterian-St. Luke’s Medical Center; and 3) the University of Illinois Medical Center.

## **ARTICLE VII**

### **Work Outside Jurisdiction**

#### **Section 1 – Employee Responsibility: Expense, Wages and Fund Contributions**

An Employer, when performing work located outside the Territorial Jurisdiction, agrees that the Journeyperson Pipe Fitter assigned by them to be in charge of the work in such area shall be a qualified and competent craftsman from the Territorial Jurisdiction and shall be paid not less than Foreman's rate. The wages paid to the Journeyperson in charge of the work shall be at the Foreman's rate current under this Agreement or current in the territory where the work is being performed, whichever is the higher rate. The board and expense of such Journeyperson shall be paid by the Employer. Such board and expense are not to be considered wages. In addition to wages and expenses, the Employer agrees to contribute to the Benefit Funds, Education Fund, and the LMCC and to remit the Wage-Work Assessment, as provided in this Agreement.

#### **Section 2 – Employees: Rates**

In the event an Employer contracts for work outside the Territorial Jurisdiction of the Union, the wages paid to an Employee sent by the Employer, shall be the current rate under this Agreement, or current in the territory where the work is being performed, whichever is the higher rate. The board and expense of such Journeyperson shall be paid by the Employer. Such Board and expense are not to be considered wages. The Employer shall remit the Wage-Work Assessment as provided in this Agreement.

#### **Section 3 – Disputes or Disagreements**

Any dispute or disagreement arising under this Article VII remaining unsettled after being processed under the provisions of the prevailing local agreement in the other area, may be reported by the Employer involved, to the Union, or to the Joint Arbitration Board.

## **ARTICLE VIII**

### **Supervisors**

#### **Section 1 – Selection**

Each Employer shall select and classify such Supervisory Personnel (General Superintendent, Superintendent, General Foremen, Foremen) as the Employer deems necessary for proper supervision of the work and they shall be subject to the terms of this Agreement. The Employer shall have the sole discretion to classify, and to determine the duties and responsibilities of, the Supervisory Personnel, including work within the Trade Jurisdiction.

#### **Section 2 – Health and Safety Requirements**

Each Employer shall designate health and safety oversight personnel who shall reasonably endeavor to acquaint each Employee with all safety and health statutes, standards, rules, regulations and orders (collectively "Health and Safety Requirements") applicable to Employees' conduct such as, but not limited to, those issued under the Occupational Safety and Health, Hazardous Substances and Drug and Alcohol Abuse statutes and regulations, as well as under the Substance Abuse Testing and Treatment

Program Policy. Each Employer shall, to the extent reasonably possible, acquaint said oversight personnel with Health and Safety Requirements.

### **Section 3 – Reporting Accidents**

Any work-related accidents shall immediately be reported by Supervisory Personnel to the Employer. In the absence of supervisory personnel, the Journeyperson in charge shall report the accident to the Employer.

### **Section 4 – Union**

The Union shall not be liable in any way for any violations, by an Employer or its health and safety oversight personnel or Employees acting in the course of their employment, under the Health and Safety Requirements, but the Union hereby agrees to cooperate fully to promote safety and health standards and compliance with Health and Safety Requirements.

## **ARTICLE IX**

### **Hiring and Notice**

#### **Section 1 – Responsibility**

The Employer shall have the sole and exclusive responsibility for hiring bargaining unit Employees subject only to the following:

- (a) Thirty-five percent (35%) of all bargaining unit Employees hired (“New Hires”) by Employers in any calendar quarter must be hired from the Local 597 Referral Hall except as follows:
  - 1. Apprentices and Probationary Service/Appliance Technicians will not be counted as New Hires,
  - 2. A Journeyperson Pipe Fitter who worked for the Employer in the current or preceding nine (9)<sup>1</sup> calendar months and is rehired will not be counted as a New Hire,
  - 3. This percentage requirement shall apply only to Employers with **at least four (4)** New Hires in any calendar quarter, and
  - 4. In the event that an Employer request is made but is unable to be filled from the Referral Hall within a reasonable period of time, any individual employed to fulfill that request will not be counted as a New Hire. This includes, but is not limited to, requests made based on skills required and/or on contractually imposed requirements.

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<sup>1</sup> This change from two (2) months to nine (9) months shall be limited as follows: 1) The JAB shall review the impact of this change by June 1, 2025 to determine whether it causes a material reduction in the number of Journeypersons hired through the Local 597 Referral Hall. If it is determined that it does materially reduce the number of Local 597 Referral Hall hires, the JAB will make an appropriate adjustment to the provision. 2) This change will sunset and the provision will revert back to two months on May 31, 2029 if not re-authorized by the parties.

5. There shall be no discrimination in hiring for any reason proscribed by statutory law.

## Section 2 – Procedure for Submitting a Request for Pipe Fitters to the Referral Hall

- (a) Employer personnel requests shall be transmitted to and acknowledged by the Referral Hall by approved electronic means.
- (b) The personnel request shall be transmitted on such forms as shall be agreed upon by the Referral Hall Committee which shall specify the job vacancy(ies), the experience, training, skills and other qualifications required by the Employer, including, if required by the Employer, contractually imposed requirements, and such other matters as shall be determined by the Referral Hall Committee from time to time.
- (c) For any Employee referred by the Referral Hall, the Referral Hall will provide the Employee's name, identification number, and current phone number to the Employer at the time of referral.

## Section 3 – Enforcement of 35% Requirement

The provisions of this Section shall apply in the event an Employer fails to comply with Section 1(a) above. Initial instances of non-compliance with the thirty-five percent (35%) rule in any calendar quarter will result in a **written warning**. For any Employer who has received a written warning in the prior twelve (12) months, additional non-compliance during that time will result in **probation** for the next twelve (12) months. Non-compliance while on probation will result in a **fine** that – unless a dispute is referred to the Referral Hall Committee within thirty (30) days of receipt – shall be final and payable to the Training Fund based on the following schedule:

- 1<sup>st</sup> violation = Two (2) hours at current Journey person's hourly base wage rate x number of Employees that should have been hired through Referral Hall during the quarter.  
*Example: contractor employs 20 "New Hires"*  
*Required Referrals: 35% = 7*  
*Actual Referrals: 0*  
*Penalty Hours: 14*  
*Penalty \$/Hr: \$53.00 [as of 6/1/22]*  
*Penalty Cost: 14 x \$53 = \$742.00*
- 2<sup>nd</sup> violation = Eight (8) hours at current Journey person's hourly base wage rate x number of Employees that should have been hired through Referral Hall during the quarter.
- 3<sup>rd</sup> and subsequent violations = Sixteen (16) hours at current Journey person's hourly base wage rate x number of Employees that should have been hired through Referral Hall during the quarter.

Once an Employer experiences twelve (12) consecutive months of compliance with this thirty-five percent (35%) requirement, any prior probationary or warning period will automatically terminate.

## Section 4 – Reporting

- (a) Employers must report **every hire** and **every termination** to the Union within eight (8) business days of the event; termination reports will not require a reason for termination but will allow the

Employer to indicate that the Pipe Fitter is not for re-hire. If an Employer indicates that a Pipe Fitter is not for re-hire, that Pipe Fitter will no longer be eligible for referrals to that Employer. Employers will use forms approved by the Referral Hall Committee. Initial instances of non-compliance with these reporting requirements will result in a **written warning**. For any Employer who has received a written warning in the prior twelve (12) months, additional non-compliance during that time will result in **probation**. Additional instances of non-compliance while on probation will result in a **fine** that – unless referred to the Referral Hall Committee within thirty (30) days of receipt – shall be final and payable to the Training Fund based on the following schedule:

**\$2.00 per Employee, per day fine payable in the form of a contribution to the Training Fund.**

*For example, if an Employer on probation hired ten (10) Employees and was fifteen (15) days late in reporting those hires, the Employer would be assessed \$300.00 fine payable in contributions to the Training Fund.*

Once an Employer experiences twelve (12) consecutive months of compliance with these reporting requirements, any prior probationary or warning period will automatically terminate.

- (b) If applicable, the employer shall update UnionFusion to reflect an employee's welding, medical gas and plastic fusion methods every six (6) months and on the date of termination.

#### **Section 5 – Referral Hall Committee**

- (a) The Union and the Association shall maintain a Referral Hall Committee ("Committee").
- (b) The Committee shall consist of two (2) persons appointed by the Union and two (2) persons appointed by the Association. The Committee will make decisions by majority vote, however at least one (1) Committee member appointed by the Union and one Committee member appointed by the Association must approve any resolution in order for it to carry. In the event of a deadlock, the matter shall be referred to the Joint Arbitration Board. Further, the Joint Arbitration Board shall have the power to override any action taken by the Committee. Expenses of the Committee shall be paid in the same manner as expense of the JAB. A quorum shall be any three (3) members of the Committee. On issues requiring a vote, written proxies shall be acceptable.
- (c) The Committee shall only have those powers specifically granted to it by this Article IX. The Committee does not determine eligibility for the Referral Hall nor is it responsible for the operation of the Referral Hall.
- (d)

### **ARTICLE X**

#### **Union Security**

##### **Section 1 – Maintenance of Membership**

- (a) To the extent permitted by state and Federal law, all Employees now included in the bargaining unit represented by the Union and having membership therein must maintain their membership in the Union as long as this Agreement or any successor agreement is maintained, without hiatus, between the Association and the Union.

- (b) To the extent permitted by state and Federal law, all other Employees shall, as a condition of employment, become members of the Union after the seventh (7<sup>th</sup>) day following the beginning of such employment, or the effective date of this Agreement, whichever is later.

## **Section 2 – Union Membership Status**

To the extent permitted by state and Federal law, an Employee to whom membership in the Union is denied by reason of the failure of such Employee to tender or pay initiation fees and dues uniformly required as a condition of acquiring membership, or whose membership is terminated by the Union for failure to tender or pay periodic dues uniformly required as a condition of retaining membership, shall not be continued in the employ of any Employer under this Agreement.

## **ARTICLE XI**

### **Insurance**

Each Employer shall carry or cause to be carried, the following insurance to fully protect Employees:

- (a) **Workmen's Compensation:** Each Employer must insure their entire liability to pay Workers' Compensation claims with an insurance carrier licensed to do such business in states within which it operates. Each Employer shall file with the Union, if requested by the Union, a certificate of such insurance containing no less than a ten (10) day notice of cancellation.
- (b) **Unemployment Compensation:** In order to insure all Employees covered by this Agreement against the hazards of unemployment resulting through no fault of their own, it is agreed that all Employers shall elect coverage under all applicable state unemployment compensation acts, and be liable for the payment on contributions thereunder in the manner provided under such acts.
- (c) **Surety Bond:** Each Employer shall procure and maintain a Surety Bond payable to the Benefit Funds with respect to Benefit Fund contributions and payments required by Article III, Section 3; payable to the Union with respect to Wage-Work Assessments required by Article III, Section 4; payable to the Union with respect to wages required by Article III, Section 1; payable to the Union with respect to expense allowances required by Article VI; and payable to the Education Fund or the PFCGC with respect to contributions required by Article III, Section 4.

These bonds shall be conditioned upon the Employer paying any and all wages, contractually-required expense allowances, Wage-Work Assessments, and Benefit Fund contributions and payments with respect to all Employees and shall guarantee payment of those items to the extent of the principal of the bond. These bonds shall be executed only on a uniform and Union-approved form, although the Union shall have discretion to accept an irrevocable letter of credit in lieu of a bond. These bonds – or any equivalent letter of credit accepted by the Union – shall be filed with the Union and shall be made available to the trustees of the Benefit Funds upon request.

The amount of the bond required of an Employer for each calendar year will be based upon the largest number of Employees covered by this Agreement employed by that Employer for any work week in the prior calendar year. The bond amounts shall be determined as follows:

- (1) \$50,000.00 for Employers of five (5) Employees or less;
- (2) \$100,000.00 for Employers of six (6) to ten (10) Employees;
- (3) \$200,000.00 for Employers of eleven (11) to twenty (20) Employees;
- (4) \$300,000.00 for Employers of twenty-one (21) to thirty (30) Employees;
- (5) \$400,000.00 for Employers of thirty-one (31) to forty (40) Employees;
- (6) \$500,000.00 for Employers of forty-one (41) to fifty (50) Employees;
- (7) \$800,000.00 for Employers of fifty-one (51) to eighty (80) Employees;
- (8) \$1,000,000.00 for Employers of eighty-one (81) to one-hundred (100) Employees;
- (9) \$2,000,000.00 for Employers of one-hundred and one (101) to two-hundred (200) Employees; and
- (10) \$3,000,000.00 for Employers of two-hundred and one (201) or more Employees.

In the case of a newly signatory Employer, out of town Employer, or other extraordinary circumstances, the Union shall have the discretion to set the bond at whatever of those levels is most appropriate.

## **ARTICLE XII**

### **Joint Arbitration Board**

#### **Section 1 – Arbitration Board**

A Joint Arbitration Board shall be established consisting of ten (10) members, five (5) from the Union and five (5) from the Association. On the second (2<sup>nd</sup>) Monday of January of each year the Board shall meet and from its members elect a Chairman who shall preside at the meetings, and a Secretary-Treasurer (who need not be a member of the Board).

#### **Section 2 – Meetings and Quorum**

- (a) The Board shall meet upon forty-eight (48) hours written notice given to the other by either the Union or the Association.
- (b) Four (4) members of the Board (two (2) from the Union and two (2) from the Association) shall constitute a quorum for the transaction of business, but the Union and the Association shall each have the right on a roll call vote to cast a full vote for all of its representatives and it shall be counted as though all were present and voting.

#### **Section 3 – Powers and Duties**

- (a) The Joint Arbitration Board shall have jurisdiction to carry out the terms of this Agreement and to conduct bargaining negotiations covering all disputes that might arise between Employers and Employees with respect to wages, hours, and conditions of employment, including the power to set the level of contributions to the Benefit Funds, Education Fund, and the LMCC.

Notwithstanding anything in this Agreement to the contrary, the Joint Arbitration Board shall also have jurisdiction, at any time, to amend and modify this Agreement and/or to create Supplements to apply to special situations or conditions that are not of general application but are only of limited application as set forth in such Supplement.

- (b) It shall have the right to summon any individual subject to this Agreement as principal or witness to a dispute. Such summons may be served in a manner to be prescribed by the Board.
- (c) The Joint Arbitration Board has established, and may continue through negotiations: a fund ("Education Fund") for programs and services to advance the industry with contributions paid to the Education Fund Trustees; and a Wage-Work Assessment to be deducted from Employees' wages and paid to the Union.
- (d) Any Employer, although not a member of the Association, shall become bound by this Area Agreement by signing a Subscription Agreement, and by so doing, it appoints the Association and the Association members of the Joint Arbitration Board as its sole and exclusive bargaining agent in any and all negotiations with the Union with respect to work covered by this Agreement

#### **Section 4 – Renegotiation**

- (a) The wages, hours, funds contributions, and Wage-Work Assessment and the effective periods thereof shall be by agreement determined through negotiations by the Joint Arbitration Board. They shall be subject to renegotiation upon notice given to either the Union or the Association to the other not later than January 1 of any year during the term of this Agreement. Upon the service of said notice the parties hereto agree to negotiate through the Joint Arbitration Board and endeavor to complete such negotiation before the first day of the following April. The results of negotiations by the Joint Arbitration Board under the conditions and within the time specified in this section shall become effective on the first day of June or at such subsequent time as the Board may determine following such negotiation.
- (b) It is agreed that during the time of this Agreement, and any extension thereof, there shall be no lock-out by any Employer nor any strike, stoppage, slowdown, picketing or boycott by the Union, any of its members or any Employees.

#### **Section 5 – Application and Interpretation of Agreement**

- (a) All disagreements concerning the application or interpretation of this Agreement must be arbitrated. The Board shall be the arbitration forum and shall have full power to enforce this Agreement and enforce working rules for the parties subject to this Agreement. It shall have the power to impose such penalties from time to time as it may deem advisable, including fines. The arbitral decision of the Board shall be final and binding on all parties subject to this Agreement.
- (b) Nothing contained herein shall prevent any Employer from dealing with their Employee with respect to any disagreement or dispute.

#### **Section 6 – Procedure**

- (a) Should a dispute or disagreement arise between: the Union and the Association; an Employer and an Employee; or an Employer and the Union; such dispute or disagreement shall be submitted in writing to the respective Executive Vice President of the Association and Business Manager of the parties hereto with a copy to the Joint Arbitration Board within three (3) business days after the dispute or disagreement arises. Should the Executive Vice President of the Association and Business Manager fail to agree and dispose of the matter within twenty-four (24) hours, the dispute or disagreement shall then be taken up by the Joint Arbitration Board, or a sub-committee thereof consisting of an equal number of persons from the Union and the Association, for adjudication. The Board or sub-committee shall hear the evidence and render its decision as

expeditiously as possible. All decisions shall be determined by a majority vote, and shall be final and binding on all parties.

- (b) Under no circumstances is work to be stopped or the manner of performing same interfered with pending the result of the arbitration.
- (c) Should the foregoing procedures fail to resolve any dispute or disagreement, the parties to the dispute or disagreement shall submit the dispute or disagreement to the Industrial Relations Council for the Plumbing and Pipe Fitting Industry in accordance with its rules and regulations. All terms and conditions of this Agreement shall continue in full force and effect, pending final decision by the Industrial Relations Council, which decision shall be final and binding on all parties.

#### **Section 7 – Vacancies**

Should a member of the Joint Arbitration Board be unable to serve because of suspension, resignation or any other reason, a successor shall be selected by and from the organization in which they hold membership.

#### **Section 8 – Failure of Board to Meet**

Failure on the part of the Joint Arbitration Board to meet as provided in this Agreement and to have present and maintain a quorum for the consideration of any matter referred to it shall be a violation of this Agreement on the part of the Association or the Union whose members failed to have present sufficient representation to transact business as provided for in this Agreement.

#### **Section 9 – Compensation and Expense**

Compensation for services rendered by members of the Joint Arbitration Board may be fixed, determined and paid by the respective appointing entity. Expenses incurred by the Board, outside of compensation to its members, in carrying out its functions shall be borne equally by the Union and the Association.

### **ARTICLE XIII**

#### **Conflicting Agreements**

##### **Section 1 – Conflicting Agreements**

The Union and the Association, and all Employers hereby agree that they will not, within the Territorial and Trade Jurisdictions of the Union, enter into any agreement which affects work performed under this Agreement, and which contains a provision in conflict with this Agreement, unless such Agreement is approved by the Joint Arbitration Board.

##### **Section 2 – Conflicting By-Laws and Working Rules**

The parties agree that neither will pass nor enforce by-laws or working rules conflicting with this Agreement.

## **ARTICLE XIV**

### **Duration of Agreement**

This Agreement, and all amendments and modifications thereto, shall remain in full force and effect until June 1, 2029 and from year to year thereafter unless terminated effective on any June 1 on and after, June 1, 2029 by written notice given by either the Union or the Association to the other at least six (6) calendar months prior to the effective date of termination. Either the Union or a non-member of the Association may terminate this Agreement as to said non-member by like written notice given by either the Union or such non-member to the other, effective on a date as above specified.

Any such notice with regard to a non-member of the Association shall also be given to the Association and shall effect a termination of the Association's representation of such non-member and of such non-member being a part of the collective bargaining unit, effective on said effective date of termination, provided however, such non-member may not give such notice, and said notice shall be of no effect, while negotiations are in process between the Union and the Association or by the Joint Arbitration Board.

The foregoing notwithstanding, this Agreement may be reopened for limited renegotiation as provided in Article III, Section 7, and for supplements as provided in Article XII, Section 3(a). In all other respects, this Agreement shall remain in full force and effect unless changed or modified by mutual consent of the Union and the Association.

## **ARTICLE XV**

### **Acceptance and Non-transferability of Agreement**

#### **Section 1 – Subscription Acceptance**

The Union and the Association hereby accept the subscription to this Agreement, in accordance with the terms thereof.

#### **Section 2 – Non-transferability**

This Agreement shall not be transferable by any Employer either by action of such Employer or by operation of law. In the event any Employer (whether an individual, partnership or corporation) merges, consolidates or transfers a controlling interest in the business, this contract may be canceled as to such Employer by the Union.

## **ARTICLE XVI**

### **Legality**

Should any of the terms and conditions of this Agreement be found in violation of any Federal or State Laws, (e.g., based on published court decisions or rulings of authorized governmental agencies) then such terms and conditions shall become void and ineffective immediately on written notice to this effect from one party to the other, but all other provisions of this Agreement shall continue in full force and effect. In the event there is disagreement on the legal interpretation of statutory amendments, government

regulations, or decisions by courts or administrative agencies, the subject matter shall be promptly referred to the Joint Arbitration Board for final determination through legal counsel.

## **ARTICLE XVII**

### **Jurisdictional Disputes**

#### **Section 1 – Cook County**

With respect to work performed within Cook County, Illinois, the following provisions shall apply:

- (a) All questions, claims and disputes over trade jurisdiction of work to be performed under this Agreement, which are not promptly adjusted or settled by the contractor and the unions claiming jurisdiction, shall be immediately referred to the Joint Conference Board of the Construction Employers Association of Chicago, Inc. (“CEA”) and the Chicago and Cook County Building and Construction Trades Council (“CBTC”) in accordance with the Standard Agreement between the CEA and CBTC, or any successor Agreement between those parties or their successors. The decision of the Joint Conference Board upon all such questions, claims or disputes referred to it shall be final and binding with respect to the specific job under consideration. Such decisions may be appealed, for the purpose of determination of trade claims, to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, or any successor Plan, according to the procedures of the Standard Agreement and the Plan.
- (b) The standard Agreement between the Construction Employers Association of Chicago, Inc. and the Chicago and Cook County Building and Construction Trades Council establishing the Joint Conference Board, as amended and readapted from time to time, shall be and is hereby adopted as part of this Agreement as fully and completely as if incorporated herein.

#### **Section 2 – Outside Cook County**

With respect to work performed outside Cook County, Illinois, any questions, claims or disputes over the trade jurisdiction of work to be performed under this Agreement, which are not promptly adjusted or settled by the contractor and the unions claiming jurisdiction, shall immediately be referred to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the “Plan”), or any successor plan, for resolution. The decision of the Plan upon all questions, claims or disputes referred to the Plan shall be final and binding with respect to the specific job under consideration. All contractors bound to this Agreement agree to abide by those provisions of the Plan requiring compliance with the decisions and awards of the Administrator, arbitrators of National Arbitration Panels established under the Plan, and to fulfill the obligations of the contractor as set forth in the Plan and its Procedural Rules and Regulations with respect to any question, claim or dispute referred to the Plan.

## **ARTICLE XVIII**

### **Apprentices**

#### **Section 1 – Ratio**

Each Employer regularly having five (5) Journeyperson Employees or more shall employ one (1) Apprentice or one (1) Service Apprentice for every five (5) Journeypersons, provided that sufficient apprentices are available for work. However, the Joint Apprenticeship and Training Committee may increase or limit the employment of Apprentices as changing economic conditions at the time require. Apprentices and Service Apprentices may be used in a working ratio as low as one (1) apprentice to one (1) Journeyperson.

#### **Section 2 – Hiring**

Apprentices and Service Apprentices shall be hired in accordance with rules and procedures established by the Joint Apprenticeship and Training Committee of the Association and the Union.

#### **Section 3 – Joint Apprenticeship and Training Committee**

- (a) Employers agree to be bound by the rules and regulations promulgated by the Joint Apprenticeship and Training Committee.
- (b) Any Employer notified by the Joint Apprenticeship and Training Committee that an Apprentice or Service Apprentice has been dropped from the apprenticeship program must terminate employment of said Apprentice or Service Apprentice. The Apprentice or Service Apprentice may appeal the decision to drop him from the apprenticeship program to the Joint Apprenticeship and Training Committee as per its policies and procedures.

#### **Section 4 – Apprentice Wage and Fringe Benefit Reimbursement**

Employers who employ apprentices shall be responsible for the apprentice's wages and fringe benefit payments for Standard Work Day hours spent attending apprentice training at the apprenticeship school. To the extent that the apprentice's wages and fringe benefit payments are in fact paid by the Apprentice Wage Reimbursement Fund of the Training Fund, the Employer shall not be responsible to make such payments. However, any such training hours not paid by the Apprentice Wage Reimbursement Fund of the Training Fund shall remain the responsibility of the Apprentice's Employer.

## **Vehicle Cameras, Telematics, and Electronic Monitoring Addendum**

### **Section 1 - Purpose**

The purpose of this Addendum is to protect the safety of employees and the traveling public, protect Employer property, ensure fair working conditions, and set forth the purposes and uses of surveillance and electronic monitoring technologies in Employer-owned or Employer-leased vehicles. Monitoring technology may be used to support safety (including safe vehicle operation), maintenance, asset protection, dispatch and logistics, accident documentation, investigation, and reconstruction, investigation of external criminal activity, insurance claims and legal defense, and investigation of employee misconduct and/or work rule violations. These purposes are intended to align with the Area Agreement's Health and Safety requirements and programs. Monitoring shall not be used for general employee surveillance.

### **Section 2 -Definitions**

- (a) **Camera System** means any inward- or outward-facing video, photographic, audio, dash camera, or recording device.
- (b) **Telematics** means any electronic system that collects or transmits vehicle or driver- related data, including but not limited to speed, acceleration, braking, cornering, idling, seatbelt status, engine data, or similar metrics.
- (c) **GPS/Location Tracking** means any technology capable of identifying, monitoring, or recording a vehicle's or employee's location, route history, or real-time movement.
- (d) **Monitoring Data** includes all video, audio, images, analytics, metadata, or reports derived from the above technologies.
- (e) **Employer-furnished equipment:** Monitoring technology installed on Employer vehicles constitutes Employer-furnished equipment or communication devices, consistent with the Area Agreement and applicable addenda requiring Employer-furnished tools/devices.

### **Section 3 - Permitted Uses**

Monitoring systems may be used for the following purposes and only in accordance with this Addendum and the Area Agreement's dispute resolution procedures:

- (a) Accident documentation, investigation, and reconstruction;
- (b) Investigation of external criminal activity;
- (c) Vehicle maintenance and mechanical diagnostics;
- (d) Fleet logistics and dispatching;

- (e) Insurance claims and legal defense; and
- (f) Investigation of employee misconduct.

#### **Section 4 - Restrictions on Camera Systems**

- (a) Inward-facing (i.e., into a cab) or driver-monitoring cameras are prohibited unless required by applicable law, or specifically agreed through bargaining with the Union.
- (b) Outward-facing cameras may be used for asset protection, safety, and accident investigation, reconstruction, and documentation, and investigation of employee misconduct.
- (c) Camera systems shall not record audio inside the vehicle cab except where required by law, or specifically agreed through bargaining.

#### **Section 5 - Telematics Restrictions**

- (a) Telematics shall be limited to vehicle safety and maintenance purposes, and employee misconduct.

#### **Section 6 - GPS and Location Tracking Restrictions**

- (a) GPS/location tracking may be used for dispatching, route planning, stolen vehicle recovery, emergency response, and investigation of employee misconduct.
- (b) Employees shall not be required to install tracking applications on personal devices. These limitations align with Employer-provided service vehicle practices under the Service and Maintenance Addendum.

#### **Section 7 - Data Access, Storage, and Retention**

- (a) The Employer shall not sell, share, or transfer Monitoring Data to third parties except insurers or legal counsel as necessary.
- (b) The Union may audit compliance with this Addendum upon reasonable notice.
- (c) Any disputes concerning this Section shall be resolved under the Area Agreement's grievance and arbitration procedures through the JAB. Work shall continue without interruption pending resolution.

## **Section 8 - Employee Rights and Protections**

- (a) Employees shall have the right to review Monitoring Data specifically related to them upon reasonable request.
- (b) No employee shall be retaliated against for challenging misuse of monitoring technology.
- (c) Nothing in this Addendum diminishes the just cause standard or any rights under the Area Agreement. Disputes under this Section shall be resolved through the JAB.

## **Section 9 - Duration and Legal Compliance**

- (a) This Addendum shall remain in effect coterminous with the Area Agreement unless modified by mutual consent or as otherwise provided for supplements under the Area Agreement. See Duration of Agreement in Article XIV for the Area Agreement's term and renewal framework.
- (b) If any term of this Addendum is found unlawful or unenforceable under applicable law, that term shall be severed and the remainder shall continue in full force and effect.

# **AREA**

# **AGREEMENT**

## **SERVICE AND MAINTENANCE ADDENDUM**

### **SERVICE AND MAINTENANCE ADDENDUM**

**Building Trades Journeyperson Service and Maintenance Work  
Metal Trades Service Technician  
Residential/Appliance Service Technician  
Probationary Service/Appliance Technician**

The Union and the Association hereby modify and amend this Area Agreement to provide for this Service and Maintenance Addendum, which shall apply to all Service and Maintenance Work which comes within the Trade and Territorial Jurisdictions of the Union. All provisions of the Area Agreement not specifically modified herein shall remain in full force and effect and are incorporated by reference. Where any provision of the Area Agreement conflicts with any provision herein, this Service and Maintenance Addendum shall control.

## **ARTICLE SA-I**

### **Defined Terms**

- (a) **“Mechanical Service and Maintenance Work”** is the work normally performed by contractors, either by contract or on an emergency call basis, to keep a Mechanical System and controls of a refrigeration, air conditioning, heating and/or ventilation or any other Mechanical System in operational order. Service and maintenance includes but is not limited to, maintaining, cleaning, adjusting, repairing, overhauling, starting and balancing any system or component part thereof, regardless of size or location, and, where expressly provided hereinafter, installation, modification and renovation.
- (b) **“Appliance Equipment”** – manufactured products such as freezers, refrigerators, room coolers, packaged ice makers, water coolers, gas ranges, and other similar appliances which come within the Trade Jurisdiction of the Union.
- (c) **“Refrigeration and Air Conditioning System”** – a Mechanical System composed of the condensing unit, evaporator, blower, coil apparatus and related mechanism, piping and controls.
- (d) **“Fuel Burning Equipment”** – mechanical apparatus for the burning of fossil fuel in heating systems.
- (e) **“Residential Work”** – “Mechanical Service and Maintenance Work” on a Mechanical System providing air conditioning and/or heating to a single family residence or in a structure containing one (1), but no more than four (4), residential units.
- (f) **“Commercial Maintenance Work”** – Mechanical Service and Maintenance Work on any part of an existing and previously operating Mechanical System providing air conditioning and/or heating to office, retail, hotel, motel, business, commercial, research, educational, institutional, medical, industrial and manufacturing spaces.
- (g) **“Service Employee”** – A Building Trades Journeyperson when performing Mechanical Service and Maintenance Work, a Metal Trades Service Technician, a Residential/Appliance Service Technician, a Probationary Service/Appliance Technician.
- (h) **“Standby Duty”** – an Employee holding themselves in readiness to perform Mechanical Service and Maintenance Work when called upon by the Employer to do so between the end of the particular Employee’s Standard Work Day and the commencement of their next succeeding Standard Work Day.

## **ARTICLE SA-II**

### **Scope of Work – Residential/Appliance Service Technicians**

Residential/Appliance Service Technician may be employed to perform the following:

- (a) Installation, service, repair, maintenance and replacement work on:
  - 1. All window heating/air conditioning units (room coolers).
  - 2. Residential type through the wall, self contained heating/air conditioning units.
  - 3. Residential Work, as defined in this Article I, Section 1 (e).
  - 4. Appliance Equipment, as defined in this Article I, Section 1 (b).
- (b) Filter changing and maintenance.
- (c) Oiling and greasing.
- (d) Belt adjusting or replacement.
- (e) Cleaning cooling towers, coils, evaporator and condenser tubes and water treatment equipment.
- (f) General housekeeping.
- (g) Delivery of parts or equipment.
- (h) Replacement of heating and/or air conditioning equipment in any single family residence, not to exceed four (4) residential units in a single structure.

## **ARTICLE SA-III**

### **Scope of Work – Metal Trades Service Technicians**

Metal Trades Service Technicians may be employed to perform the following:

- (a) All of the Scope of Work set forth for the Residential/Appliance Service Technician in Article II.
- (b) Installation, service, repair, maintenance and replacement work on water treatment systems for cooling towers.
- (c) A total of one (1) Metal Trades Service Technician shall be allowed to install Air Conditioning piping on one (1) split system unit twenty (20) tons and under as long as the unit is being installed in an existing building.
- (d) Service, repair, maintenance and replacement of defective equipment on:
  - 1. Commercial Maintenance Work.

2. Mechanical systems providing cooling and/or heating to multifamily dwellings, including but not limited to, condominiums, town houses and apartment buildings.
  3. Roof top units up to 100 tons.
  4. Low pressure and packaged hot water boilers and the "Fuel Burning Equipment" thereof.
  5. Air handling packaged units up to and including 100 tons.
  6. Built-up Refrigeration and Cooling and/or Heating Units up to and including 100 tons.
  7. Ammonia units that contain less than a 10,000 pound charge.
- (e) Operation of existing Mechanical Systems providing refrigeration, cooling and/or heating under contract with the customer, consisting of operation watch, standby and logging.
- (f) Inspection and adjusting, testing, balancing, re-commissioning and startup of refrigeration, cooling and heating systems/equipment referred to in Articles II and III.

#### **ARTICLE SA-IV**

##### **New Construction, Installation and Remodel of Refrigeration Systems**

- (a) This Article shall apply to the installation and remodel of all new or add-on refrigeration systems including ammonia, cryogenic, cold box systems, supermarket refrigeration systems and ice rinks including fabricating, assembling, erecting, installing, and handling, unloading, distributing, reloading and hoisting of all piping materials, appurtenances and equipment used in connection with the installation of such systems by any method, including all hangers and supports of every description.
- (b) Metal Trades Service Technicians, as defined by Article SA-III shall be allowed to perform all installation work in Independent markets and specialty stores with areas up to 20,000 square feet provided there is at least one (1) Journeyperson on the jobsite.
- (c) A total of one (1) Metal Trades Service Technician, as defined by Article SA-III shall be allowed on an open remodel job on any installation supermarket work. An open remodel is defined as a store that has refrigeration work on going and the store is open for business.
- (d) Metal Trades Service Technicians, as defined by Article SA-III, shall be allowed to do installation work on all food service work which includes all refrigeration work in the food and beverage industry.
- (e) A total of one (1) Metal Trades Service Technician, as defined by Article SA-III shall be allowed to assist Journeyperson on ammonia installation work on systems that contain over 10,000 lbs. of ammonia.
- (f) Metal Trades Service Technicians, as defined by Article SA-III, shall be allowed to perform all work associated with replacement work on ammonia systems that contain less than a 10,000 lbs. charge, providing that at least one Journeyperson is on the jobsite.

- (g) All other work associated with the installation of refrigeration systems shall be done by Journeyman and Apprentices.
- (h) If tools are required for Refrigeration installation work they shall be limited to hand type tools and shall consist of the list of tools in Table 3. If the tools listed in Table 3 are not supplied by the contractor and the tools are required by the contractor then a \$20.00 per month fee shall be paid to the pipe fitter. This rate is per month and shall not be prorated.

## **ARTICLE SA-V**

### **Scope of Work**

#### **Building Trades Journeyman When Performing Service Work**

- (a) Building Trades Journeyman may be employed to perform any and all work within the Trade Jurisdiction, including, but not limited to, all of the Scope of Work set forth herein for Metal Trades Service Technicians, and Residential/Appliance Service Technicians, and installation, service, repair, maintenance, replacement, inspection, modifications, retrofitting and renovation work.
- (b) Service, maintenance and replacement of the following:
  - 1. Centrifugal machines
  - 2. Absorption machines
  - 3. Trouble shooting and replacement of rack refrigeration equipment
  - 4. High pressure steam boilers
  - 5. Power burners.
  - 6. All heating and cooling units over 100 tons.
  - 7. Industrial refrigeration.
  - 8. Process heating and cooling.
  - 9. Ammonia systems.

## ARTICLE SA-VI

### Service Hours and Overtime

Service Employees may be employed at any time to perform the work within their respective Classification, as set out in Articles II, III, IV, and V in accordance with the following conditions and limitations:

- (a) The Standard Work Week shall begin on Monday and end on Friday and shall consist of five (5) days of eight (8) hours of work each for a total of forty (40) hours of work.
- (b) The Standard Work Day shall be eight (8) hours of work during a consecutive eight and one-half (8 ½) hour period (which period shall include a one-half hour unpaid lunch period) commencing at such time from 6:00 A.M. to 9:00 A.M. as agreed between the Employer and the individual Employee.
- (c) On a Standard Work Day, a Service Employee called to work shall receive a minimum of four (4) hours work for such day (which hours need not be consecutive) provided any of such four (4) hours worked after 4:30 P.M. shall be paid for at the rate of one and one-half (1 ½) times the Employee's Straight Time Rate. Once a Service Employee reports at the Employer's office, shop or job site, at the Employer's request, the Employee's pay period starts.
- (d) One and one-half (1 ½) times the Straight Time Rate will be paid for all Mechanical Service and Maintenance Work performed: Monday through Friday before and after the Standard Work Day agreed upon by the Employer and the individual Employee; and between Midnight Friday and Midnight Saturday.
- (e) Double the Straight Time Rate shall be paid for all Mechanical Service and Maintenance Work performed between Midnight Saturday and Midnight Sunday.
- (f) Double the Straight Time Rate shall be paid for all Mechanical Service and Maintenance Work performed on Holidays or days observed as Holidays.
- (g) **Voluntary Standby Duty During the Standard Work Week** – Employees may volunteer for listing for Standby Duty. Submission to voluntary Standby Duty listing shall not be a condition of employment. Compensation, if any, for such voluntary listing shall be as agreed between the Employer and the individual Employee. If the Employee is actually called to work, the Employee shall receive only the greater of the agreed Voluntary Standby Duty compensation, if any, or pay for the hours actually worked, portal to portal.
- (h) **Mandatory Standby Duty** – An Employee assigned on a mandatory basis to Standby Duty shall be guaranteed a minimum of the following, depending upon which time the Employee is so assigned: unless otherwise mutually agreed upon, the Employee shall receive one (1) hour of pay per night for the period between 8:00 A.M. Monday and 8:00 A.M. Saturday; and two (2) hours of pay per day for the period between 8:00 A.M. Saturday and 8:00 A.M. Monday and for Holidays. The guarantee shall be paid at the Employee's Straight Time Rate. If an Employee is actually called to work, the Employee shall receive only the greater of the minimum guarantee or pay for the hours actually worked, portal to portal. Assignments outside the Standard Work Day shall only be for bona fide calls and shall not be held over from the Day Shift. Any work performed on Sundays and Holidays will be at two (2) times the base wage.

- (i) When the Contractor and Employee desires to work on a single job or site for ten (10) hours on four (4) consecutive days rather than eight (8) hours on five (5) consecutive days, Employees will be allowed to do so at the straight time wage under the following stipulations:
- a. The Employer must notify the Joint Arbitration Board no later than 72 hours after the start of the first shift.
  - b. The four (4) consecutive days shall be either Monday through Thursday or Tuesday through Friday.
  - c. There shall be no fifth (5<sup>th</sup>) day "make up day", regardless of the reason for any interruption on the four (4) consecutive days;
  - d. Any work performed in excess of ten (10) hours per day on any of the ten (10) hour work days will be paid at one and one-half (1 ½) times the base wage as shall any work performed on a Monday or Friday which is not a part of the assigned four (4) day/ten (10) hours per day work week (until such time as the Employee is reassigned, in advance, to a regular Monday through Friday – eight (8) hour per day work week) and any work performed on Saturdays. Any work performed on Sundays and Holidays will be at two (2) times the base wage.

## **ARTICLE SA-VII**

### **Scope of Work – Probationary Service Technicians**

- (a) **Scope of Work:** A probationary Service Technician may be assigned by the Employer to perform any work referred to in Article II and III which is within the capability of the individual, except new construction.
- (b) **Hiring, Notice, Probation and Compensation Rate:** Employers may hire employees on a temporary trial basis as Probationary Service Technicians, from any source, without regard to membership in the Union, for the purpose of determining the technical and skill qualifications of such employees.

Any Employer hiring a Probationary Service Technician and failing to notify the Union, upon audit, shall be required to pay all Benefits to the Trust Funds, back to the original date of hire, and the employee must also pay all monies therefore owed to the Union. Employers shall, upon hiring a Probationary Service Technician, within seven (7) days give written notification to the Union of the individual's name, Social Security Number, and employment date. The probationary period of employment shall not exceed one (1) year, at or before the end of which time the employer would:

- 1) Hire the Probationary employee as a first year Service Apprentice, unless the probationary employee is not an eligible candidate for the next Service Apprenticeship class, then the Employer will be assigned the next eligible apprentice candidate; and also
- 2) The Employer may request a Metal Trades Residential Appliance/Service Technicians permit for a period of no more than one (1) year, or Employee shall not be allowed to perform covered work.

Employer will send written notification of employee's status before the one (1) year period expires.

- (c) **Pre-employment Substance Abuse Testing for Probationary Service Technicians:** All Probationary Service Technicians shall submit to Substance Abuse Testing for Illegal/Unauthorized Drugs prior to employment. The testing shall be conducted in accordance with the Pipe Fitting Council of Greater Chicago Substance Abuse Testing and Treatment Policy.

## **ARTICLE SA-VIII**

### **Union Membership – Metal Trades Division**

Individuals other than Probationary Service/Appliance Technicians employed to perform the work covered in this Service Addendum shall, as a condition of employment, become members of the Union after the seventh (7th) day following the beginning of such employment. Employers, upon hiring individuals to perform work covered by this Addendum, shall notify the Union of said employment. Failure of the Employer to report any such individual shall be cause for discipline by the Joint Arbitration Board which may include a fine.

## **ARTICLE SA-IX**

### **Tools for Performance of “Mechanical Service and Maintenance Work”**

- (a) Employees doing Mechanical Service and Maintenance Work shall be required to furnish a basic kit of hand tools to perform normal duties as shown on Table 1. Tools furnished by the Employees shall be itemized on an inventory sheet and, where possible, personally identified. First year Service Apprentices are required to have the tools listed in Table 2 upon starting their apprenticeship. All other Service Apprentices are required to have the tools listed in Table 1.
- (b) The Employer may not, as a condition of employment, require the technician to supply any tools other than those listed.
- (c) All other tools, equipment, instruments, meters, and communication devices required for Employees for Mechanical Service and Maintenance Work shall be furnished by the Employer.
- (d) Tools furnished by the Employee that are broken or damaged in the course of employment (other than through fault of the Employee) shall be repaired or replaced (in like kind) by the Employer, if possible.
- (e) Employee’s tools that are stolen shall be replaced by the Employer, if: they are stolen from a mutual security arrangement made in the form of a locked job box, in either the truck/service vehicle, or on the jobsite or loss is due to forced entry to such security arrangement; and there has been a police report.

When tool theft occurs from a truck/service vehicle, Table 1, “Tool Replacement,” shall apply.

- (f) Employees shall be responsible for all tools, equipment, vehicles, instruments, meters, communication devices and other items supplied by the Employer. The Employee shall be liable for replacement of tools, whether furnished by the Employer or the Employee, which are damaged, lost or stolen due to carelessness or negligence of the Employee.

- (g) The Employer may, at its option, insure Employee furnished tools against loss or theft, and the Employee shall receive no further reimbursement for their use in the course of employment other than repair or replacement as provided herein.
- (h) The Employer shall not require an Employee to secure an insurance policy against loss of the Employee's tools or against loss of the Employer's tools in the Employee's control.

## **ARTICLE SA-X**

### **Service and Maintenance Vehicles/Trucks/Vans**

- (a) Employers shall provide a vehicle/truck/van to Employees performing Mechanical Service and Maintenance Work, and it shall not be a condition of employment that an Employee furnish or use their own service vehicle, unless the Employee's driving record makes it prohibitive for the Employer to provide the service vehicle.
- (b) Employees assigned company owned vehicles shall cooperate with service supervisors with respect to completing scheduled maintenance and/or repair of said vehicles. Employees shall be paid their regular rate when cooperating to drop off and pick up the Employer's vehicle for maintenance.
- (c) Compensation for use of the Employee's vehicle on the job while the Employee's assigned Employer vehicle is in for service/repair shall be at a current IRS approved rate.
- (d) Employers shall in their sole discretion decide whether to provide a vehicle to Service Apprentices. If an Employer decides not to provide a vehicle it shall reimburse the Service Apprentice for the use of his/her personal vehicle on the job at the current IRS approved rate.

## **ARTICLE SA-XI**

### **Service Managers/Supervisors**

- (a) The Employer may appoint Service Managers/Supervisors for the proper and necessary supervision of Mechanical Service and Maintenance Work performed by the Employer's Employees, and they shall be agents of the Employer.
- (b) A member of the Union when promoted/hired to perform in the position of Service Manager/Supervisor may assist, supervise and work with other members of the Union, conditional upon said individual's maintaining membership in the Union.
- (c) An individual who is not a member of the Union may perform in a position of Service Manager, but said individual shall not perform manual work that is within the Union's Trade Jurisdiction, except for purposes of instruction or demonstration that does not displace employment of a Union member.
- (d) A member of the Union when promoted/hired to perform in the position of Service Manager/Supervisor may, at their option, elect to continue or terminate their Union membership. If an Employee terminates their Union membership to accept a position as a Service Manager/Supervisor, said Employee may no longer perform manual work that is within the

Union's Trade Jurisdiction, except for purposes of instruction or demonstration that does not displace employment of a Union member.

## **ARTICLE SA-XII**

### **Conflicting Provisions**

In the event of any conflict between provisions of this Section and any other provisions of this Agreement, the provisions of this Section shall prevail and be applicable to Mechanical Service and Maintenance Work.

## **ARTICLE SA-XIII**

### **SCOPE OF WORK FOR SERVICE APPRENTICES**

Service Apprentices may be employed to perform any Mechanical Service or Maintenance Work provided that the Service Apprentice is working with a Journeyman. When the apprentice is not working with a Journeyman, his/her scope of work shall be limited to the scope of work for a Metal Trades Service Technician and/or an Appliance Service Technician.

**TABLE 1: Minimum Basic Kit of Hand Tools**

|                                                                 |                                                                               |
|-----------------------------------------------------------------|-------------------------------------------------------------------------------|
| 1 Three-hose refrigeration manifold                             | 1 Hacksaw with two extra blades                                               |
| 1 Extra charging hose                                           | 3 Pipe wrenches 6", 10", and 14"                                              |
| 1 ¼ "-Refrigeration wrench                                      | 1 set Sockets ¼" drive                                                        |
| 1 ⅜" -Refrigeration wrench                                      | 1 set Sockets ⅜" drive                                                        |
| 1 Channel lock pliers                                           | 1 set Sockets ½" drive                                                        |
| 1 Lineman's pliers                                              | 1 Long nose pliers                                                            |
| 1 Refrigerant Leak Detector                                     | 1 Side cutter pliers                                                          |
| 1 Grease gun and fittings kit<br>(grease supplied by employer)  | 2 sets Screwdrivers-1 flat and 1 Phillips<br>(stubby, pocket, 6", 8" and 10") |
| 1 Soldering gun                                                 | 2 hold screwdrivers 1-flat and 1- Phillips                                    |
| 1 Wheel puller (small)                                          | 1 Holding screwdriver                                                         |
| 1 Vise grip                                                     | 2 Hammers-1 ball peen-2# and 1 claw                                           |
| 3 Tin snips-1 right, 1 left, and 1 straight                     | 1 inspection mirror                                                           |
| 1 Plumb bob                                                     | 1 Drop light                                                                  |
| 1 Torpedo pocket level                                          | 1 flashlight (Batteries supplied by employer)                                 |
| 1 Set electrical nut drivers                                    | 1 25' Tape measure                                                            |
| 1 Chain wrench                                                  | 1 Tool box for hand tools                                                     |
| 1 Vacuum hand oil pump                                          | 1 50' Extension cord                                                          |
| 1 Tube crimper-pliers                                           | 1 ⅜" Electric (or cordless) drill<br>and 12-piece drill bit set               |
| 1 Set tube benders (¼" through ⅜")                              | 1 Pocket Knife                                                                |
| 1 Wire crimper and cutter                                       | 6 Metal files-various types thru 14"                                          |
| 1 Box/end combination wrenches ⅜" thru 1 ¼"                     | 1 Scratch awl                                                                 |
| 1 Swedging tool                                                 | 1 Keyhole saw                                                                 |
| 1 set Allen wrenches of various lengths-<br>1/16" thru ½" sizes | 1 Turbo torch kit (tanks to be supplied by<br>employer)                       |
| 1 Digital thermometer (-40° to 220° F)                          | 1 6" Center punch                                                             |
| 1 Sling psychrometer                                            | 1 Set of 4 easy-outs                                                          |
| 1 Flare set                                                     | 6 Small chisels, various sizes not over 14"                                   |
| 1 Copper cutter – ¼" thru 1 ½"                                  | 1 Multimeter                                                                  |
| 1 Fuse puller                                                   | 1 Clamp-on ammeter                                                            |
| 4 Crescent wrenches 6", 8", 10", 12"                            |                                                                               |

### **Tool Replacement**

- (a) Tools stolen from a Truck or Service Vehicle – The Employer will replace stolen tools from burglarized vehicles provided the following conditions (where applicable) are met:
1. All locks must have been installed and functioning on both the side and rear doors of the vehicles and the security system(s) must be activated.
  2. The entrance way of the truck from the front cab area must be closed and locked.
  3. A complete and updated tool list off all the Employee's personal tools must be filled out and signed by the Employee's manager.
  4. A police report must be filed.
  5. No tools or valuables should be stored or kept in the cab portion of the vehicle. Any items whether tools or valuables, stolen from the front cab portion of the vehicle, will not be reimbursed.
- (b) Tools stolen from Other Than a Truck or Service Vehicle – The Employer will replace stolen tools in accordance with Article SA-IX (e) through (g).

**Table 2: Minimum Basic Kit of Hand Tools for 1<sup>st</sup> Year Service Apprentices**

8" adjustable wrench  
10" adjustable wrench  
Groove joint pliers  
Small flat screwdriver  
Large flat screwdriver  
Phillips screwdriver  
1/4" nut driver  
5/16" nut driver  
Long nose pliers  
Diagonal electrician's pliers  
4-way service valve stem wrench  
Service gauges and hose set  
Multimeter  
Torpedo level  
25 foot tape rule  
Canvas "Bucket Boss" or similar tool pouch  
5 gallon bucket

**Table 3: Refrigeration Installation Tool List**

Ten in One Screwdriver  
8" Adjustable Wrench  
10" Adjustable Wrench  
Small Channel Lock Pliers  
Large Channel Lock Pliers  
Needle Nose Pliers  
Side Cutters Pliers  
Wire Stripper Crimper  
25" Tape Measure  
1/4" Socket Set  
3/8" Socket Set  
Allen Wrench Set  
File  
Hacksaw  
Torpedo Level  
Flashlight  
Inspection Mirror  
Striker  
Imp Tubing Cutter 1/4" to 7/8"  
Small Tubing Cutter 3/8" to 1-1/8"  
Large Tubing Cutter 1/4" to 1-5/8"  
Refrigeration Gauges  
Refrigeration Service Wrench  
Flaring Tube  
1/4", 5/16", 3/8" Combination Tubing Bender

# **AREA**

# **AGREEMENT**

## **GAS DISTRIBUTION ADDENDUM**

### **GAS DISTRIBUTION ADDENDUM**

**Gas Distribution Mains and Services  
Gas Distribution Journeyperson Gas  
Distribution Helpers  
Gas Distribution Apprentices**

## **ARTICLE DA-I**

### **Defined Terms**

- (a) "Gas Distribution Work" is work on existing or new construction of distribution mains, services, meters, regulating equipment, and house piping that are operated by a Local Distribution Gas Company within a single state that is regulated as a separate operating company by a public utility commission.
- (b) "Gas Main" - Larger diameter pipe, distributing gas to lesser diameter pipe, leading to a household or business.
- (c) "Gas Service" – Smaller diameter pipe, attached to a gas main, distributing gas to a household of business.
- (d) "Gas Meter" – Apparatus for measuring and recording the amount of gas consumed by a customer commonly found at the entrance of a gas service to a house or building.
- (e) "House Piping" – All piping downstream of the meter, connecting to the original gas piping inside the dwelling or business.
- (f) "Tapping" – The process of introducing a new connection to an existing in-service gas pipe.
- (g) "Stopping" – The process of cutting off the gas flow of a pipeline by means of a valve, squeezing, or stopple application in order to tie in.

## **ARTICLE DA-II**

### **Scope of Work**

Gas Distribution Workers may be employed to perform the following work:

- (a) Installation of new mains, services, meters, and house piping.
- (b) Repair of existing mains, services, meters, and house piping,
- (c) Replacement of existing mains, services, meters, and house piping.
- (d) Tapping and stopping of existing main and services.

## **ARTICLE DA-III**

### **Scope of Work per Classification**

#### **Gas Distribution Apprentice**

- (a) Assist Journeyperson or helpers in joining of polyethylene pipe from ½" to 3"
- (b) Assist Journeyperson or helpers in installation of gas meters.

- (c) Assist Journeyperson with house piping.
- (d) Perform fire watch or hole watch duties.
- (e) Act as extra help to the welder and helper when joining steel pipe.
- (f) Piping related material handling.
- (g) Assist in tapping and stopping operations
- (h) Removal of coating to make a weld
- (i) Installation of tracer wire and markers
- (j) Painting of meter and house piping

#### **Gas Distribution Helper**

- (a) Assist Journeyperson welders in joining of steel pipe
- (b) Assist Journeyperson in joining of polyethylene 4" and greater
- (c) Joining of Polyethylene from ½" to 3"
- (d) Installation of gas service risers and meters
- (e) Pressure Testing and documentation of services and main less than 4"

#### **Gas Distribution Journeyperson**

- (a) Welding of any steel pipe
- (b) Fusing of polyethylene pipe 4" and greater
- (c) Tapping and Stopping of both polyethylene and steel pipe
- (d) "Carrying the Line" on larger steel pipe projects
- (e) House Piping downstream of the meter
- (f) Installation of piping related equipment such as: regulators, heaters, filters, and instrumentation
- (g) Joining of flanges
- (h) Relighting appliances

## **ARTICLE DA-IV**

### **Hours and Overtime**

- (a) The Standard Work Week shall begin on Monday and end on Friday and shall consist of 5 days of eight hours of work for a total of 40 hours of work for the week
- (b) The Standard Workday shall be 8 hours of work in a consecutive 8-1/2 hour period which will include ½ hour for a lunch break and 15 minutes for a paid "coffee break"
- (c) One and one-half times the straight time rate shall be paid for all hour worked past the 8-hour shift Monday through Friday and All-day Saturday.
- (d) Double time the straight time rate shall be paid on Sundays and work performed on holidays outlined in this agreement
- (e) A "four tens" schedule must be acknowledged at the pre-job and agreed upon by all-UA craft. If agreed upon it shall be accepted that no Friday make-up days shall apply. Any Fridays worked shall be paid at a one and one-half times the straight time rate.
- (f) It is agreed that the shift shall begin a 7:00am unless otherwise agreed upon at the pre-job conference. If a start time is to change due to customer preference the business agent must be notified. A shift differential will be negotiated at that time.

## **ARTICLE DA-V**

### **Hiring Procedure**

- (a) It is recognized that because of the specialized nature of distribution work, it is necessary that the employer have available experienced and qualified employees, and both parties shall cooperate to the end that all the employees hired hereunder shall be capable of performing such work in a competent manner. Employer shall be the sole judge as to an employee's competency.
- (b) The employer agrees to utilize valid nondiscriminatory hiring practices in the local area not inconsistent with the terms of this agreement. The employer shall be required to hire all welders, journeymen, and apprentices covered by this agreement by calling or writing the local union office having jurisdiction over the geographic region in which the work is being performed the union agrees to notify the employer from time to time as to the existence of the procedure to be followed in utilizing such hiring procedures.
- (c) By mutual consent the employer shall have the right to bring directly into the job one (1) Journeyperson who is considered by the employer to have special knowledge and experience in the gas distribution pipeline work and shall have the right to keep such Journeyperson on all work throughout the territory covered by the pre job conference.
- (d) In hiring men and women, the employer shall be the sole judge as the number of men and women required and hired, subject to the provisions of this agreement.
- (e) The need for, determination and designation of foreman is the sole responsibility of the

employer. The employer in fulfilling the terms of this addendum will encourage and cooperate with the United Association to assign working crew foreman, proportional to other working crafts. The union will encourage its members to accept this responsibility. It is understood that the employer shall not be required to displace any current working crew foreman.

- (f) The union agrees to furnish at all times, upon the employers request, fully qualified and competent applicants in a sufficient number to meet the employers manpower needs.
- (g) The employer retains the right to reject any job applicant and may exercise that right before the union refers any applicant requested by the employer, provided the reason for rejection is provided in writing.
- (h) The union must refer the employees requested by the employer at the start of a job within 48 hours, excluding Saturday, Sunday and holidays of the receipt of the employer's request. The union must refer employees requested by the employer after the job has started within 24 hours. Whether referred locally or otherwise, if the union does not comply with these conditions or if the union is unable to refer or supply qualified employees, the employer may secure UA qualified employees from any other source. The intent of this provision is understood to be that only employees experienced, and qualified and distribution pipeline construction work shall be referred by the union to the employer.
- (i) Once the original crew has been established, the employer shall have the right to keep such crew on all work throughout the territory covered by the particular job or jobs.
- (j) Journeymen, helpers, and apprentices covered by this agreement shall perform all work in connection with cutting, bending, fitting, threading, tapping, testing, aligning, and making of all joints by any mode or method insofar as practicable. The employees covered by the agreement shall be assigned all work falling within the jurisdiction of the union.

#### **ARTICLE DA-VI**

##### **Steel Pipe**

- (a) The employer shall employ one Journeyman on each crew installing services through 1- 1/2 inch in diameter. On the installation of services over 1- 1/2 inches in diameter the employer shall employ 1 Journeyman and one apprentice. The employer shall employ 1 Journeyman and one apprentice on each crew installing mains through 8 inch in diameter. On installation of mains over 8 inch in diameter the employer shall employ 1 Journeyman in addition to each welder, to a maximum of two Journeyman. Any additional Journeyman apprentices included in the service crew or main crew shall solely be at the employer's option.

#### **ARTICLE DA-VII**

##### **Plastic Pipe**

- (a) Where plastic pipe is to be installed it is agreed that the joining and installation will be performed by either a Journeyman or a helper including, but not limited to, the installation, dismantling, repairing, reconditioning, adjusting, altering, servicing, or handling, and laying of pipe, regardless of material, or mode or method used.

- (b) The employer shall employ 1 Journeyperson and one apprentice on each crew installing plastic mains 3 through 8 inch in diameter of jointed pipe. On installation of plastic mains over 8 inch in diameter the employer shall employ an additional Journeyperson to the maximum of two Journeyperson.

## **ARTICLE DA-VIII**

### **Safety and Working Rules**

- (a) There shall be no inequitable minimum or maximum amount of work which an employee may be required to perform during the working day and there shall be no instructions imposed against the use of any type of machinery, tools, so this is or labor-saving devices. At the discretion of the employer, employees may be changed from one classification to another within the jurisdiction of the union; however, the employee shall receive the higher rate of pay.
- (b) The employer shall have the right to make and revise from time to time safety working rules which are not inconsistent with any terms or agreement. The union agrees to cooperate in the enforcement of such working rules. A substance abuse policy has been agreed to and is part of this agreement.
- (c) When working in a composite crew, the work shall be performed by the craft in which has the jurisdiction of the work.

## **ARTICLE DA-IX**

### **Welding Rigs and Personal Trucks**

- (a) It shall not be a condition of employment for the Welder to provide their own welding rigs. It is understood and agreed, however, that a Welder who is dispatched to a project as a rig Welder will be required to provide a usable rig as a condition of the dispatch. Rented welding rigs must, at a minimum, have a legally operable, mechanically sound truck, an engine drive welding machine, 100 ft. of lead, 100 ft. of ground, 100 ft. of oxygen/acetylene hoses including hand torch, gauges and bottle racks, 100 ft. extension cord, and a grinder.
- (b) Employers who rent rigs from Welders who perform work covered by this Agreement shall pay such Welder the maximum hourly rate determined by the Internal Revenue Service ("IRS") to be non-taxable pursuant to IRS Revenue Procedure 2002- 41, as periodically increased by the IRS. The Parties shall agree at the pre-job conference whether the applicable rate shall be a "wet" rate or a "dry" rate. Payment for the rig rental shall be separate from the check or other payment for regular payroll. If the IRS eliminates or issues a procedure or ruling that adversely affects the favorable tax status of rental payments for welding rigs currently provided for in IRS Revenue Procedure 2002-41, the Parties agree that they will reopen this Agreement for the limited purpose of renegotiating rig rental rates.

- (c) The Employer has sole discretion to determine if an Employee's personal truck (excluding welding rigs) will be rented. In order to receive truck rental payments, the Employee must have a valid driver's license, proof of insurance, and sign a truck rental agreement. The Employee must also satisfy a driving record check and comply with all driver/safety policies.

# AREA

# AGREEMENT

## BUILDING AUTOMATION CONTROL ADDENDUM

### **BUILDING AUTOMATION CONTROL ADDENDUM**

#### **Building Automation Control Work**

The Union and the Association hereby modify and amend this Area Agreement to provide for this Building Automation Control Addendum, which shall apply to all Building Automation Control Work which comes within the Trade and Territorial Jurisdictions of the Union. All provisions of the Area Agreement not specifically modified herein shall remain in full force and effect and are incorporated by reference. Where any provision of the Area Agreement conflicts with any provision herein, this Building Automation Control Addendum shall control.

## ARTICLE BAC-I

### Defined Terms

- (a) **“Building Automation Control Work”** is the onsite work normally performed by contractors on networks of hardware and software that automates and controls a building's mechanical, electrical, and security systems, such as HVAC and lighting, to improve energy efficiency, comfort, safety, and operational costs. It includes, but is not limited to, onsite programming of components and/or related work, such Graphical Edits, Front End Programming, HVAC Application Software Installation, and Controller and System Integration. It also includes, but is not limited to, installation of onsite components such as Field Controllers, Devices, Sensors/Probes, Relays, Switches, Transmitters, Transducers, Thermostats, Transformers, Low Voltage Wiring/Conduit – (Per IBEW/UA Agreement EW-39), Actuators, Control Valves, and Panel Fabrication (Mounting/Wiring/Programming for controllers). It shall also include any work specifically included in the Article CA-II, as amended from time to time.
- (b) **“Building Automation Control Employee”** – A Building Trades Journeyperson, Probationary Building Automation Control Apprentice, or Probationary Automation Control Technician, when performing Building Automation Control Work as a Programmer, Application Engineer, or Building Automation Technician.
- (c) **“Standby Duty”** – an Employee holding themselves in readiness to perform Building Automation Control Work when called upon by the Employer to do so between the end of the particular Employee's Standard Work Day and the commencement of their next succeeding Standard Work Day.

## **ARTICLE BAC-II**

### **Scope of Work**

#### **Building Automation Control Employees Performing Building Automation Control Work**

- (c) A Building Automation Control Employee may be employed to perform any and all work within the Trade Jurisdiction, including, but not limited to:

Onsite programming of components and/or related work, including but not limited to:

1. Graphical Edits
2. Front End Programming
3. HVAC Application Software Installation
4. Controller and System Integration

Installation of onsite components and/or work to include but not limited to:

1. Field Controllers
2. Devices
3. Sensors/Probes
4. Relays
5. Switches
6. Transmitters
7. Transducers
8. Thermostats
9. Transformers
10. Low Voltage Wiring/Conduit – (Per IBEW/UA Agreement EW-39)
11. Actuators
12. Control Valves
13. Panel Fabrication (Mounting/Wiring/Programming for controllers)

- (b) In accordance with the letter Agreement between the International Brotherhood of Electrical Workers and the United Association dated May 25, 2004, while performing the inspection, service, maintenance, start-up, testing, balancing, adjusting, repair, modification, control work, replacement, retro-fit of, or warranty work relating to, plumbing, heating, sprinkler fitting, irrigation, ventilation, air conditioning, or refrigeration (HVACR) systems, the United Association may make any changes downstream of the electrical disconnect in the performance of said work, and to the external wiring of HVACR equipment in connection with the installation or replacement of such equipment. The United Association may also install wiring for irrigation systems, so long as the employee performing such work is a licensed irrigation worker.

## **ARTICLE BAC-III**

### **Building Automation Control Hours and Overtime**

Building Automation Control Employees may be employed at any time to perform the work set out in Articles II and in accordance with the following conditions and limitations:

- (a) The Standard Work Week shall begin on Monday and end on Friday and shall consist of five (5) days of eight (8) hours of work each for a total of forty (40) hours of work.
- (b) The Standard Work Day shall be eight (8) hours of work during a consecutive eight and one-half (8 ½) hour period (which period shall include a one-half hour unpaid lunch period) commencing at such time from 6:00 A.M. to 9:00 A.M. as agreed between the Employer and the individual Employee.
- (c) On a Standard Work Day, a Building Automation Control Employee called to work shall receive a minimum of four (4) hours work for such day (which hours need not be consecutive) provided any of such four (4) hours worked after 4:30 P.M. shall be paid for at the rate of one and one-half (1 ½) times the Employee's Straight Time Rate. Once a Building Automation Control Employee reports at the Employer's office, shop of job site, at the Employer's request, the Employee's pay period starts.
- (d) One and one-half (1 ½) times the Straight Time Rate will be paid for all Building Automation Control Work performed: Monday through Friday before and after the Standard Work Day agreed upon by the Employer and the individual Employee; and between Midnight Friday and Midnight Saturday.
- (e) Double the Straight Time Rate shall be paid for all Building Automation Control Work performed between Midnight Saturday and Midnight Sunday.
- (f) Double the Straight Time Rate shall be paid for all Building Automation Control Work performed on Holidays or days observed as Holidays.
- (g) Voluntary Standby Duty During the Standard Work Week – Employees may volunteer for listing for Standby Duty. Submission to voluntary Standby Duty listing shall not be a condition of employment. Compensation, if any, for such voluntary listing shall be as agreed between the Employer and the individual Employee. If the Employee is actually called to work, the Employee shall receive only the greater of the agreed Voluntary Standby Duty compensation, if any, or pay for the hours actually worked, portal to portal.
- (h) Mandatory Standby Duty – An Employee assigned on a mandatory basis to Standby Duty shall be guaranteed a minimum of the following, depending upon which time the Employee is so assigned: unless otherwise mutually agreed upon, the Employee shall receive one (1) hour of pay per night for the period between 8:00 A.M. Monday and 8:00 A.M. Saturday; and two (2) hours of pay per day for the period between 8:00 A.M. Saturday and 8:00 A.M. Monday and for Holidays. The guarantee shall be paid at the Employee's Straight Time Rate. If an Employee is actually called to work, the Employee shall receive only the greater of the minimum guarantee or pay for the hours actually worked, portal to portal. Assignments outside the Standard Work Day shall only be for bona fide calls and shall not be held over from the Day Shift. Any work performed on Sundays and Holidays will be at two (2) times the base wage.

- (r) When the Contractor and Employee desires to work on a single job or site for ten (10) hours on four (4) consecutive days rather than eight (8) hours on five (5) consecutive days, Employees will be allowed to do so at the straight time wage under the following stipulations:
- a. The Employer must notify the Joint Arbitration Board no later than 72 hours after the start of the first shift.
  - b. The four (4) consecutive days shall be either Monday through Thursday or Tuesday through Friday.
  - c. There shall be no fifth (5<sup>th</sup>) day "make up day", regardless of the reason for any interruption on the four (4) consecutive days;
  - d. Any work performed in excess of ten (10) hours per day on any of the ten (10) hour work days will be paid at one and one-half (1 ½) times the base wage as shall any work performed on a Monday or Friday which is not a part of the assigned four (4) day/ten (10) hours per day work week (until such time as the Employee is reassigned, in advance, to a regular Monday through Friday – eight (8) hour per day work week) and any work performed on Saturdays. Any work performed on Sundays and Holidays will be at two (2) times the base wage.

#### **ARTICLE BAC-IV**

##### **Scope of Work – Probationary Building Automation Control Technicians**

- (c) **Scope of Work:** A probationary Building Automation Control Technician may be assigned by the Employer to perform any work referred to in this Addendum which is within the capability of the individual.
- (d) **Hiring, Notice, Probation and Compensation Rate:** Employers may hire employees on a temporary trial basis as Probationary Building Automation Control Technicians, from any source, without regard to membership in the Union, for the purpose of determining the technical and skill qualifications of such employees.

Any Employer hiring a Probationary Building Automation Control Technician and failing to notify the Union, upon audit, shall be required to pay all Benefits to the Trust Funds, back to the original date of hire, and the employee must also pay all monies therefore owed to the Union. Employers shall, upon hiring a Probationary Building Automation Control Technician, within seven (7) days give written notification to the Union of the individual's name, Social Security Number, and employment date. The probationary period of employment shall not exceed one (1) year, at or before the end of which time the employer would:

- 3) Hire the Probationary employee as a first year Building Automation Control Apprentice, unless the probationary employee is not an eligible candidate for the next Building Automation Control Apprenticeship class, then the Employer will be assigned the next eligible apprentice candidate

Employer will send written notification of employee's status before the one (1) year period expires.

- (c) **Pre-employment Substance Abuse Testing for Probationary Building Automation Control Technicians:** All Probationary Building Automation Control Technicians shall submit to Substance Abuse Testing for Illegal/Unauthorized Drugs prior to employment. The testing shall

be conducted in accordance with the Pipe Fitting Council of Greater Chicago Substance Abuse Testing and Treatment Policy.

## **ARTICLE BAC-V**

### **Union Membership**

Individuals other than Probationary Building Automation Technician employed to perform the work covered in this Building Automation Control Addendum shall, as a condition of employment, become members of the Union after the thirtieth (30th) day following the beginning of such employment. Employers, upon hiring individuals to perform work covered by this Addendum, shall notify the Union of said employment. Failure of the Employer to report any such individual shall be cause for discipline by the Joint Arbitration Board which may include a fine.

## **ARTICLE BAC-VI**

### **Tools for Performance of "Building Automation Control Work"**

- (a) Employees doing Building Automation Control Work shall be required to furnish a basic kit of hand tools to perform normal duties as shown on Table 1. Tools furnished by the Employees shall be itemized on an inventory sheet and, where possible, personally identified. First year Building Automation Apprentices are required to have the tools listed in Table 2 upon starting their apprenticeship. All other Building Automation Apprentices are required to have the tools listed in Table 1.
- (b) The Employer may not, as a condition of employment, require the technician to supply any tools other than those listed.
- (c) All other tools, equipment, instruments, meters, computers, and communication devices required for Employees for Building Automation Control Work shall be furnished by the Employer.
- (d) Tools furnished by the Employee that are broken or damaged in the course of employment (other than through fault of the Employee) shall be repaired or replaced (in like kind) by the Employer, if possible.
- (e) Employee's tools that are stolen shall be replaced by the Employer, if: they are stolen from a mutual security arrangement made in the form of a locked job box, in either the truck/service vehicle, or on the jobsite or loss is due to forced entry to such security arrangement; and there has been a police report.

When tool theft occurs from a truck/service vehicle, Table 1, "Tool Replacement," shall apply.

- (f) Employees shall be responsible for all tools, equipment, vehicles, instruments, meters, communication devices and other items supplied by the Employer. The Employee shall be liable for replacement of tools, whether furnished by the Employer or the Employee, which are damaged, lost or stolen due to carelessness or negligence of the Employee.
- (g) The Employer may, at its option, insure Employee furnished tools against loss or theft, and the Employee shall receive no further reimbursement for their use in the course of employment other than repair or replacement as provided herein.

- (h) The Employer shall not require an Employee to secure an insurance policy against loss of the Employee's tools or against loss of the Employer's tools in the Employee's control.

## **ARTICLE BAC-VII**

### **Building Automation Managers/Supervisors**

- (a) The Employer may appoint Building Automation Managers/Supervisors for the proper and necessary supervision of Building Automation Control Work performed by the Employer's Employees, and they shall be agents of the Employer.
- (b) A member of the Union when promoted/hired to perform in the position of Building Automation Manager/Supervisor may assist, supervise and work with other members of the Union, conditional upon said individual's maintaining membership in the Union.
- (c) An individual who is not a member of the Union may perform in a position of Building Automation Manager, but said individual shall not perform manual work that is within the Union's Trade Jurisdiction, except for purposes of instruction or demonstration that does not displace employment of a Union member.
- (d) A member of the Union when promoted/hired to perform in the position of Building Automation Manager/Supervisor may, at their option, elect to continue or terminate their Union membership. If an Employee terminates their Union membership to accept a position as a Building Automation Manager/Supervisor, said Employee may no longer perform manual work that is within the Union's Trade Jurisdiction, except for purposes of instruction or demonstration that does not displace employment of a Union member.

## **ARTICLE BAC-VIII**

### **Miscellaneous**

Where the Union is unable to supply job specific qualified manpower for work covered by this Building Automation Control Addendum, the Employer may use non-bargaining unit employees to perform such work, provided however that the non-bargaining unit employee is accompanied by a bargaining unit Employee at a 1:1 ratio.

## **ARTICLE BAC-IX**

### **Conflicting Provisions**

In the event of any conflict between provisions of this Section and any other provisions of this Agreement, the provisions of this Section shall prevail and be applicable to Building Automation Control Work.

## **ARTICLE BAC-X**

### **Scope of Work for Building Automation Controls Apprentices**

Building Automation Apprentices may be employed to perform any Building Automation Control Work provided that the Building Automation Control Apprentice is working with a Journeyperson.

**TABLE 1- Minimum Basic Kit of Hand Tools**

Controls Technician Tool List  
Precision Screwdriver Set  
Soft Tool Bag  
Crescent Wrenches  
Torpedo Level  
Klein Wire Strippers  
Bomar EZ crimper

Hex Wrenches  
Nut Driver Set  
10pc Screwdriver/Plier Insulated Kit  
Torx Foldup Wrench  
Klein 10-in-1 Screwdriver  
Thomas & Betts Wire Crimper  
Multi-meter

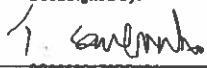
IN WITNESS WHEREOF, the Association has caused this instrument to be signed by its President and attested by its Secretary and the corporate seal affixed thereto, and the Union has caused this instrument to be signed by its duly authorized agents as of the day and year first above written.

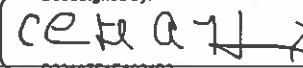
Attest: MECHANICAL CONTRACTORS ASSOCIATION

Signed by:  
  
C4AF8B4823AD4E3  
Eric Delaney, Secretary

Signed by:  
  
100FC2E387544C3  
By: Nicholas Marino, President

Attest: PIPE FITTERS' ASSOCIATION, LOCAL UNION 597

DocuSigned by:  
  
8880009176BB424  
Tim Gillooley, Secretary

DocuSigned by:  
  
0221A7F7EA92482  
By: Chris Hernandez, Business Manager

Approved and adopted by unanimous action of the Joint Arbitration Board to become effective as of June 1, 2026.

#### JOINT ARBITRATION BOARD

MECHANICAL  
CONTRACTORS  
ASSOCIATION

N. Marino  
B. Campbell  
B. Helm  
J. Jacobsen

J. Rayburn, Ex-Officio

PIPE FITTERS'  
ASSOCIATION  
LOCAL UNION 597

C. Hernandez  
D. Hahney  
T. Gillooley  
J. Vellenga

Chicago, Illinois  
, 20

### SUBSCRIPTION

In consideration of the benefits to be derived from the foregoing Area Agreement, the undersigned Employer, although not a member of the Mechanical Contractors Association ("Association"), does hereby: recognize Pipe Fitters Association Local Union 597 ("Union") as the sole and exclusive bargaining representative for and on behalf of Employees of the Employer coming within the Trade and Territorial Jurisdiction of the Union; appoint the Association as its sole and exclusive bargaining representative in any and all negotiations with the Union, in accordance with the Constitution and By-Laws of the Association; and consents to join the multi-employer bargaining unit represented by the Association. The undersigned does hereby subscribe to the foregoing collective bargaining agreement (Area Agreement) between said Association and the Union, and agrees to abide by, and be bound by, all the terms and conditions thereof and by all amendments and extensions thereof, and hereby ratifies and accepts said collective bargaining agreement and the terms and conditions of said agreement and the action taken by the Association, now or hereafter, on behalf of the undersigned as fully and completely as if made by the undersigned.

|                |       |          |
|----------------|-------|----------|
| Firm Name      | By    | Title    |
| <b>SAMPLE</b>  |       |          |
| Street Address |       |          |
| City           | State | Zip Code |
| (   )          |       |          |
| Telephone      |       |          |
| Signature      |       | Date     |

Please indicate if your firm is a:

( ) corporation                      ( ) partnership                      ( ) sole owner or proprietorship

Copies to be filed with:

Pipe Fitters Association  
Local Union 597  
45 North Ogden Avenue  
Chicago, Illinois 60607

Mechanical Contractors Association  
7065 Veterans Boulevard  
Burr Ridge, Illinois 60527

# EXHIBIT B

**MCA of CHICAGO / LU 597 WAGE and BENEFIT FUNDS  
AREA AGREEMENT and INDUSTRIAL AGREEMENT  
EFFECTIVE JUNE 1, 2026**

|                                                     | Wage Rate  | Benefit Funds |                                    |                 |                      |        |               | Deductions               |               | Deductions                        |
|-----------------------------------------------------|------------|---------------|------------------------------------|-----------------|----------------------|--------|---------------|--------------------------|---------------|-----------------------------------|
|                                                     |            | Welfare Fund  | Health Reimbursement Account (HRA) | Retirement Fund | Defined Contribution | LMCC   | Training Fund | Piping Education Council | Total Package |                                   |
| <b>Building Trades</b>                              |            |               |                                    |                 |                      |        |               |                          |               |                                   |
| Journeyman                                          | \$59.50    | \$15.00       | \$1.00                             | \$9.85          | \$14.00              | \$0.52 | \$2.87        | \$0.36                   | \$103.10      | Wage Work Assessment <sup>1</sup> |
| Foreman                                             | \$62.50    | \$15.00       | \$1.00                             | \$9.85          | \$14.00              | \$0.52 | \$2.87        | \$0.36                   | \$106.10      | \$1.19                            |
| General Foreman                                     | \$64.50    | \$15.00       | \$1.00                             | \$9.85          | \$14.00              | \$0.52 | \$2.87        | \$0.36                   | \$108.10      | \$1.19                            |
| Superintendent                                      | \$66.50    | \$15.00       | \$1.00                             | \$9.85          | \$14.00              | \$0.52 | \$2.87        | \$0.36                   | \$110.10      | \$1.19                            |
| General Superintendent                              | Negotiated | \$15.00       | \$1.00                             | \$9.85          | \$14.00              | \$0.52 | \$2.87        | \$0.36                   |               | \$1.19                            |
| <b>Building Trades Apprentice Rates<sup>2</sup></b> |            |               |                                    |                 |                      |        |               |                          |               |                                   |
| First Year                                          | \$23.80    | \$3.00        | \$0.00                             | \$0.00          | \$0.00               | \$0.00 | \$0.00        | \$0.00                   | \$26.80       | \$0.48                            |
| Second Year                                         | \$32.73    | \$3.00        | \$0.00                             | \$0.00          | \$3.00               | \$0.00 | \$0.00        | \$0.00                   | \$38.73       | \$0.65                            |
| Third Year                                          | \$38.68    | \$15.00       | \$0.00                             | \$0.00          | \$3.00               | \$0.00 | \$0.00        | \$0.00                   | \$56.68       | \$0.77                            |
| Fourth Year                                         | \$46.41    | \$15.00       | \$0.00                             | \$0.00          | \$3.00               | \$0.00 | \$0.00        | \$0.00                   | \$64.41       | \$0.93                            |
| Fifth Year                                          | \$59.50    | \$15.00       | \$0.00                             | \$0.00          | \$14.00              | \$0.00 | \$0.00        | \$0.00                   | \$88.50       | \$1.19                            |
| <b>Metal Trades</b>                                 |            |               |                                    |                 |                      |        |               |                          |               |                                   |
| Metal Trades Technician                             | \$53.55    | \$15.00       | \$1.00                             | \$9.85          | \$14.00              | \$0.52 | \$2.87        | \$0.36                   | \$97.15       | \$1.07                            |
| Appliance Service Technician                        | \$31.12    | \$15.00       | \$1.00                             | \$9.85          | \$14.00              | \$0.52 | \$2.87        | \$0.36                   | \$74.72       | \$0.62                            |
| <b>Metal Trades Apprentice Rates<sup>2</sup></b>    |            |               |                                    |                 |                      |        |               |                          |               |                                   |
| First Year                                          | \$23.80    | \$3.00        | \$0.00                             | \$0.00          | \$0.00               | \$0.00 | \$0.00        | \$0.00                   | \$26.80       | \$0.48                            |
| Second Year                                         | \$32.73    | \$3.00        | \$0.00                             | \$0.00          | \$3.00               | \$0.00 | \$0.00        | \$0.00                   | \$38.73       | \$0.65                            |
| Third Year                                          | \$38.68    | \$15.00       | \$0.00                             | \$0.00          | \$3.00               | \$0.00 | \$0.00        | \$0.00                   | \$56.68       | \$0.77                            |
| Fourth Year                                         | \$46.41    | \$15.00       | \$0.00                             | \$0.00          | \$3.00               | \$0.00 | \$0.00        | \$0.00                   | \$64.41       | \$0.93                            |
| Fifth Year                                          | \$53.55    | \$15.00       | \$0.00                             | \$0.00          | \$14.00              | \$0.00 | \$0.00        | \$0.00                   | \$82.55       | \$1.07                            |

<sup>1</sup> The "Local Union 597 Wage-Work Assessment" is an after-tax DEDUCTION from the wage rates and shall be paid for all hours worked for all classifications of Local Union 597 members.

<sup>2</sup> Health Reimbursement Account, Retirement Fund, LMCC, Training Fund, and Piping Education Council are NOT payable on Apprentices.

<sup>3</sup> The "Emergency Savings Fund" is an after-tax DEDUCTION from the wage rates and shall be paid for all hours worked on Building Trades Journeyman, Foreman, General Foreman, Superintendent, General Superintendent, Metal Trades Technician, and Appliance Service Technician. It is NOT paid on 1<sup>st</sup> through 4<sup>th</sup> year Building and Metal Trades Apprentices. This deduction is mandatory, and Employees cannot opt out of this deduction. This contribution shall be remitted to the Pipefitters Emergency Savings Fund on a separate payment in care of the Pipe Fitters' Local 597 Individual and 401(k) Plan ("401(k) Plan"). The 401(k) Plan will then remit the monies to the Employee accounts.

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Dmi?

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**AUG 21 2026**

Jane R. Flanagan  
Director of Labor  
IDOL - CHICAGO OFFICE  
Illinois Department of Labor  
115 S. LaSalle Street, 37th Floor  
Chicago, IL 60601