

RESIDENTIAL SERVICE

Article I

Purpose and Intent

The purpose of this Service Agreement is to recapture residential service work, for the plumbing industry in the geographic jurisdiction of Local 130. The intent of this Agreement is to organize new members into Plumbers Local 130, U.A. It is not intended for current members to work under this agreement without prior consent from the Business Manager of Plumbers Local 130, U.A.

The parties to this Residential Service Agreement are the Chicago Journeymen Plumbers' Local Union 130 U.A., the signatory Employer Associations and Employers which individually sign assents to be bound by the Residential Service Agreement.

All parties signatory to this Residential Service Agreement agree and acknowledge that they are bound to the terms of the current Plumbers Local 130 U. A. Master Agreement. To the extent that there are conflicts between the terms of the Residential Service Agreement and the Plumbers Local 130 U.A. Master Agreement, the terms of the Residential Service Agreement prevail in the geographic jurisdiction of Plumbers' Local 130 U.A.

Article II

Definitions

Section 1. Residential refers to the new construction of all types of residences to include, but not limited to single family homes, townhomes, manufactured homes (without pre-piped plumbing), condominiums, apartment buildings, attached homes (wood or interior metal studs, framed construction with self-contained individual services), multi-unit housing (up to three (3) stories, or less, including units stacked vertically), etc., containing no more than twelve (12) residential units, commonly referred to in the construction trades as residential housing.

Section 2. All work under light commercial shall be reviewed on a job by job basis utilizing Exhibit B Request form, for consideration to be included in this Residential Service Agreement. The Local Union and the Contractors' Associations' (PCA Midwest, Kankakee & Iroquois Counties Plumbing & Piping Contractors Association, and the West Suburban Association) shall jointly sign the Exhibit B Contractor application request (approval or rejection) within 48 hours of the Contractor initiating the request.

Section 3. Renovation and remodeling of the existing building types referred to above as Residential shall be covered by this Agreement. Renovation and remodeling of Light Commercial as outlined in Section 2 above (shall be subject to the Exhibit B approval process).

Section 4. Work performed under a Project Labor Agreement (PLA), Davis Bacon wage requirements or other prevailing wage laws are specifically excluded from this Agreement.

Section 5. "Service" The terms of this agreement shall apply to all work recognized by the Chicagoland plumbing industry as jobbing repair and/or service work. This agreement does not apply to contract work. This work is done on an hourly basis. "Flat Rate" or "Upfront" pricing will not be considered contract work. This work includes the maintenance, service, repair and /or replacement of fixtures, in buildings covered in Section 1., of Article II. For a building greater than three stories, work is limited to the inside of a unit; for the homeowner, not on the main buildings plumbing systems.

Article III

Territory, Recognition and Rights

Section 1. Union Recognition: Chicago Journeymen Plumbers' Local Union 130, U.A. (referred to as the Local Union) is the duly recognized collective bargaining agent for plumbing work in the jurisdiction of Bureau, Cook, DeKalb, DuPage, Grundy, Iroquois, Kane, Kankakee, Kendall, Lake, LaSalle, Livingstone, Marshall, McHenry, Putnam, Will and Woodford Counties in the State of Illinois covered by this Agreement with respect to wages, hours and other terms and conditions of employment.

Section 2. Management Recognition: The Local Union recognizes the PCA Midwest, Kankakee & Iroquois Counties Plumbing & Piping Contractors Association, and the West Suburban Association (referred to by name or as the Contractor Associations) as the bargaining representatives of their members, and such other employers who have assigned them their bargaining rights. Employers who have not assigned their bargaining rights to the aforementioned employer associations but who have signed a letter of assent binding them to the Residential Service Agreement recognize the role of the employer associations (PCA Midwest, Kankakee & Iroquois Counties Plumbing & Piping Contractors Association and the West Suburban Association) to administer the Residential Service Agreement and shall make required contributions to the Industry Fund (Plumbing Council, Kankakee & Iroquois Counties Plumbing & Piping Contractors Association Industry Fund, or the West Suburban Association Industry Fund) during the term of the letter of assent.

Section 3. Management Rights: The management of the Employer's business including, but not limited to, the direction of the work force, the right to hire, plan, direct, control and schedule all operations (including the scheduling of the work force), the right to establish, eliminate, change or introduce new or improved methods, machinery, quality standards or facilities is the sole and exclusive prerogative and responsibility of the Employer. The need for, designation of and the determination of the number of employees and foremen, if any, is solely the responsibility of the Employer. All rights not specifically nullified by this Residential Service Agreement are retained by the Employer.

The Employer is vested with the right to relieve employees from duty because of lack of work or other reasons, promote, suspend, demote, transfer, discipline or discharge for cause under this Residential Service Agreement.

Article IV
Employee
Classification

Section 1. Residential Service Journeyman Plumber: A journeyman plumber with a valid City of Chicago or State of Illinois Journeyman Plumber's License. Duties as assigned by the Employer.

Section 2. (Service) Apprentice Plumber: An apprentice plumber with a valid City of Chicago or State of Illinois Apprentice Plumber's License, enrolled in a duly approved Local Union 130 JAC program. Duties as assigned by the Employer.

Section 3. (Service) Mc-Me are not required to have a minimum level of construction experience. Individuals can remain in this classification for a maximum time period of two years. Duties as assigned by the Employer, not requiring a valid Apprentice Plumbing License.

Section 4. (Service) Ratios and Layoffs: An Employer will be permitted the rate of one (1) Mc-Me to one (1) apprentice to one (1) journeyman. All three (3) shall be classifications covered by this Agreement. In the event of a layoff, a Mc/Me shall be subject to layoff before an apprentice and an apprentice shall be subject to layoff prior to a journeyman.

Article V

**Working Hours and
Overtime**

The regular work week shall be Monday through Friday, consisting of five (5) days with eight (8) consecutive hours of work, or four (4) days with ten (10) consecutive hours of work, between the hours of 6:00 a.m. and 6:00 p.m., excluding a half hour unpaid lunch period, as mutually agreed upon. The pay for all hours worked on a four (4) day, ten (10) hour schedule shall be at the applicable straight time rate and not subject to overtime. Employees shall be entitled to a one-half (1/2) hour unpaid lunch period, no later than five (5) hours after their start time.

Friday may be used as a makeup day for inclement weather or a holiday falling within the week, if on a four (4) day, ten (10) hour schedule starting on Monday. Saturday may be used as a makeup day for inclement weather or a holiday falling within the week, at straight time under the five (5) day, eight (8) hour day schedule. Makeup day shall be voluntary and agreed to by both parties prior to working said day.

Overtime shall apply for all hours in excess of the regularly scheduled (5/8s or 4/10s) day/hour work week.

Service Contractors may schedule Saturdays as a regular fifth (5th) flexible workday in any workweek for jobbing repair and /or service work. In such cases, the Saturday shall consist of the hours between 8:00 A.M. and 4:30 P.M. Employees shall be entitled to one half (1/2)

hour unpaid lunch period, no later than five (5) hours after their start time. All work performed before 8:00 A.M. or after 4:30 P.M. shall be paid at one and one-half (1 ½) times the regular hourly rate.

Double time shall apply to work performed on Sundays and the following holidays: New Year's Day, Memorial Day, Labor Day, July 4th, Thanksgiving Day and Christmas Day.

Article VI

Bonding Provisions

The Employers and the Local Union shall comply with all provisions under the Bonds/Letters of Credit requirements of Section 6.8, in the Local 130 Master Agreement pertaining to bonds covering monetary obligations of employers (including the "splitting" of bonds/letters of credit at percentages specified under the Master Agreement, Section 6.8 and/or dual obligee bonds under the same Section). The Local Union will respond to reasonable information requests from the Contractors Associations (PCA Midwest, Kankakee & Iroquois Counties Plumbing & Piping Contractors Association, and the West Suburban Association), including the names of employers who have posted Bonds/Letters of Credit, the amount of those Bonds/Letters of Credit and the progress of steps by the Local Union to enforce the bonding provisions of Section 6.8. The required bond/letter of credit amount is listed below for the Residential Service Agreement t:

Number of Employees ¹	Amount of Bond
1-3	\$ 21,000
4-7*	\$ 49,000
8-12	\$ 84,000
13-18	\$ 126,000
19-25	\$ 175,000
26-35	\$245,000
36+	\$280,000

*** Mandatory Bond Required for 7 or more men.**

Note:

Mc-Me shall be included in the bonding. Self-employed owners working with the tools will be considered an employee for the purposes of bonding.

Article VII

Work Stoppages

The Local Union may withhold manpower if an Employer fails to obtain the appropriate bond/letter of credit, pay wages in full and on time or if the Employer has been delinquent in payment of fringe benefits, as required by this Agreement.

Article VIII

Programs and Standards

The Drug Free Alliance Program shall be incorporated in this Agreement by reference, and compliance with all policies, procedures and program requirements in the Master Agreement, are required. All vendor testing costs shall be borne by the respective Association's Industry Funds: Plumbing Council (which is the PCA Midwest's Industry Fund); the Kankakee & Iroquois Counties Plumbing & Piping Contractors Association's Industry Fund; or the West Suburban Association's Industry Fund).

All individuals covered by this Agreement shall be subject to a motor vehicle driver's license check and a criminal background check. All costs associated with driver's license/background checking shall be borne by the Employer. All information obtained shall remain confidential.

The Standard for Excellence Program shall be incorporated in this Agreement by reference, and compliance with all policies, procedures and program requirements in the Local 130 Master Agreement, are required.

Article IX

Tools and Equipment

The Service Agreement Journeyman and Apprentice is to provide whatever hand tools are required to accomplish the work of the trade from the Exhibit A attached. Exhibit A to this Service Agreement contains a list of hand tools, from which the journeyman and apprentice shall be responsible to provide, as necessary, for the work of the trade.

Service Agreement Apprentices will be provided a set of tools upon entrance into the JAC program. Should the apprentice not continue with the Residential Service program, tools provided by the JAC will be returned to the JAC under the J A C Guidelines. It is the apprentice's responsibility to maintain his/her tools and have them available daily for the job at hand.

All other tools, equipment and communication devices required for the performance of the plumbing work shall be furnished by the Employer. 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, if possible) by the Employer.

Employee's tools that are stolen shall be replaced by the Employer, if they are stolen from a (properly locked) mutually agreed secured area in the form of a locked job box or similar structure on the jobsite or properly locked and alarmed truck/vehicle and loss is due to forced entry to such secured area and a police report has been filed.

Employees shall be responsible for all tools, equipment, communication devices and/or vehicles, supplied by the Employer. The Employee shall be Liable for replacement of tools, equipment and communication devices whether furnished by the Employer or the Employee, which are damaged, lost or stolen due to carelessness or negligence of the Employee.

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. 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 X

Training

The Local Union recognizes the need for the training of skilled Service Plumbers and agrees to offer classes at the JAC training facility for work that is covered by this Agreement. Classes will be offered at night for journeymen and 4th and 5th year apprentices and shall be on the employee's own time. Classes will be offered during the day for apprentices in years 1 - 3 and apprentices shall be paid to attend day classes, wages only, no benefits on their school day. See school day wage and benefit attachment for Service apprentices (Footnote 6). Service Mc-Me classification will be offered safety training (mandatory attendance for orientation) through the JAC on their own time.

Additional employee training required by the contractor may be held at the contractors shop, or any other location. The employee shall be paid for attending this training. This training may be paid wages only, no fringe benefits required, with notification of the Union and Benefit Funds. (Contact Benefit Funds for the Exclusion of Benefit form)

An employee may volunteer to participate in additional training programs offered by the employer, during non-working time, at no compensation.

Article XI

Grievance and Arbitration Provisions

Where a disagreement exists between the Employer and Local 130 regarding intent,

meaning, application or compliance with the terms of this Agreement, it shall be resolved in accordance with the grievance procedure, as outlined below:

Such disagreement shall be submitted, in writing, for resolution within ten (10) days from the date of the occurrence or from the date it reasonably could have been discovered by the parties. When a disagreement arises, the resolution and/or settlement shall proceed as follows:

- a. On a local basis between the Local Union Business Agent assigned jurisdiction and the Employer. If not settled within five (5) working days, then
- b. On a local basis between the Local Union Business Manager assigned jurisdiction and the Contractors Associations (PCA Midwest, Kankakee & Iroquois Counties Plumbing & Piping Contractors Association, and the West Suburban Association). If not settled within fifteen (15) days, then
- c. The dispute shall be reduced to writing in terms of the issue(s) to be arbitrated and shall be filed unilaterally or jointly with the JAB. If the JAB fails to reach an agreement within thirty (30) days, then proceed to
- d. The dispute shall be submitted to the American Arbitration Association (AAA) for a determination.

The parties agree to be bound by the rules, regulations and procedures of the JAB and AAA for resolving any disagreements referred to it under this Residential Service Agreement. It is further understood and agreed that each side shall bear its own costs of submitting such dispute to AAA, except that any filing fee shall be shared equally. AAA shall only have jurisdiction and authority to interpret, apply or determine compliance with the provisions of this Residential Service Agreement and shall not have jurisdiction to modify or change the Residential Service Agreement in any way. The parties further agree that the decision of AAA shall be final and binding on all parties.

If there has been a violation of this Agreement, AAA is authorized to devise an appropriate remedy including, but not limited to, payment of all wages and fringe benefits due and owing on behalf of an Employee who has been adversely affected by a violation of this Agreement.

There shall be no abandonment of work over any matter submitted for grievance resolution, however, the Local Union may withhold manpower if an Employer fails to obtain the appropriate bond/letter of credit, pay wages in full and on time or if the Employer has been delinquent in payment of fringe benefits, as required by this Agreement.

Article XII

Agreement Reopener/Termination

This Residential Service Agreement shall become effective June 1, 2017 and shall remain effective until May 31, 2018. At the conclusion of this year and every subsequent one (1) year cycle or more, a reopener may take place to address Wages, Benefits and / or working conditions.

Article XIII

See Attachment 1
Wage Sheet

Article XIV

Additional Provisions

Section 1. Union Dues: Local 130 reserves all rights to increase or decrease its membership dues under this Agreement, as is allowed under their By-Laws.

Section 2. Industry Fund: The PCA Midwest; the Kankakee & Iroquois Counties Plumbing & Piping Contractors Association; and the West Suburban Plumbing Contractors Association (WSA) independently reserve the right (upon the exclusive direction and vote of each Association's respective board) to increase or decrease their individual Industry Fund rate amount. The term "Industry Fund" refers to each specific Association's separate Industry Fund, namely: the PCA Midwest's Industry Fund (known as the *Plumbing Council*); the Kankakee & Iroquois Counties Plumbing & Piping Contractors Association's Industry Fund; and the West Suburban Association of Plumbing Contractors' (WSA) Industry Fund.

Section 3. All Industry Labor Relations Committee: The settlor parties agree to establish an All Industry Labor Relations Committee to meet at least quarterly, to discuss and deal with industry issues, including those arising out of the residential and light commercial markets. Said committee shall be composed of one representative from each contractor association (the President of the PCA Midwest, Kankakee & Iroquois Counties Plumbing & Piping Contractors Association, and the West Suburban Association) and the Local Union Business Manager and at least three (3) members appointed by the Business Manager. The Contractor Association's appointee and the Business Manager's appointee of the Local Union shall serve as co-chairmen. All meeting expenses and costs shall be shared equally by the Contractor Associations and the Union.

Section 4. Conflicting Provisions: This Residential Service Agreement shall supersede all the provisions of any other local Agreement for work covered by this Residential Service Agreement. Signatories to this Residential Service Agreement are not required to sign any local agreement except that they may be required to subscribe in writing to local union trust fund agreements for the purpose of making required contributions to said funds as provided in this Residential Service Agreement, Article XIII. Other terms and conditions of the Local Union Master Agreement shall apply to any jurisdictional work beyond the scope of this Residential Service Agreement, as outlined herein.

Section 5. Audit & Collection Provisions: The Residential Service Agreement's Audit & Collections procedures shall follow the provisions in the Master Agreement, (Article IX, Section 9.9).

Article XV

Mc –Me Classification

Residential Service Agreement Metal Tradesman Mc-Md-Me. Upon written approval of the Union Business Manager, the Employer may hire on a temporary trial basis a metal tradesman Mc from any source for a maximum period of employment of twenty four (24) months. The Union Business Manager will respond with approval or denial to any such request within one (1) week. Thereafter, if retained by Employer, the employee either is promoted to Metal Trades Journeyman third year status pay and benefits, or upon applying and meeting all standards of entrance is accepted into the Plumbers 130 Apprentice Program.

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

Mc-Me

Mc-Me Class employees shall not perform tasks requiring a plumbing license.

Mc-Me Class employees wage rate is based on the current Building Trades Journeyman Plumbers rate. This rate is found in Appendix C of the Master Agreement.

Md-Me Class employees will receive health and welfare coverage from the Local 130 Welfare Fund. The employer shall contribute the amounts set forth in Appendix A of Attachment 1 for all Md and Me employees.

0 – 3 Months – Mc

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

During this probationary period he shall receive no Health and Welfare or Retirement benefits. No Union dues or Industry Fund contributions are made on his behalf.

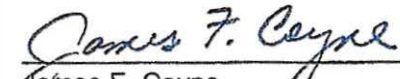
4 – 12 months – Md

Wages remain at twenty-six percent (26%) of the then current Building Trades Journeyman Plumbers rate. All Benefits and Contributions set forth in Appendix A of Attachment 1 shall be paid for each hour worked.

Year 2 - Me


Upon the employees' anniversary date of hire, the rate of pay shall be twenty eight percent (28%) of the then current Building Trades Journeyman Plumbers rate.-All Benefits and Contributions set forth in Appendix A of Attachment 1 shall be paid for each hour worked.

In Witness Whereof, the parties have executed this Residential Service Agreement on this 1st day of June, 2017

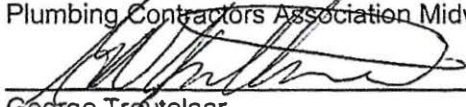


James F. Coyne
Plumbers Local 130 UA

JUNE 1st 2017
Date:



David Ariano
Plumbing Contractors Association Midwest



George Treutelaar
West Suburban Association of Plumbing Contractors



Jerry Raef
President of the Kankakee & Iroquois Counties
Plumbing & Piping Contractors Association

**Exhibit A-Tool List To
This Schedule A**

- 1 10" PipeWrench
- 1 14" PipeWrench
- 1 10" Crescent Wrench
- 1 6" Crescent Wrench
- 1 Small Basin Wrench #1017
- 1 Large Basin Wrench #1019
- 1 Strainer Wrench (Tub)
- 1 Strainer Wrench (Kitchen)
- 1 Strap Wrench
- 1 Small Set Pump Pliers
- 1 Large Set Pump Pliers
- 1 Pair Needle Nose Pliers
- 1 Cutter-Small #101 (Mini 1/4"-5/8")
- 1 Cutter-Medium (3/8"-15/8")
- 1 Spring Bender (3/8")
- 1 Tape Measure-25' -30'
- 1 Mini Level 9"
- 1 Hack Saw
- 1 Mini Hack Saw
- 1 Plastic Pipe Saw
- 1 Small Wood Saw
- 1 Sheetrock Saw (Keyhole Saw)
- 1 Razor Knife
- 1 Plumb Bob with String
- 1 Chalk Line
- 1 Claw Hammer
- 1 Flat Pry Bar
- 1 Cats Paw
- 1 Small Cement Chisel
- 1 Set Screw Drivers, Regular & Phillips or 4-Way
- 1 Kitchen Sink Clip Screwdriver (Elkay Mfg. Lk #350)
- 1 Set Nut Drivers (Hollow Shaft)
- 1 Set Small Allen Keys
- 1 Set Torx (Star) Keys (Eklind #22571)
- 1 Putty Knife
- 1 Thermometer (Dial type or Digital)
- 1 Air Pressure Gauge (50 - 150 lbs)
- 1 Tin Snips - Straight, Left, Right
- 1 Wire Cutter
- 1 Wire Stripper
- 1 Electric volt meter
- 1 No-Hub Torque Wrench
- 1 Striker

ATTACHMENT 1

2017 RESIDENTIAL SERVICE AGREEMENT

June 1, 2017 – May 31, 2018

WAGES AND FRINGE BENEFIT CONTRIBUTIONS

Appendix A – Wages and Benefits – Effective June 1, 2017							
Trade Level	Wages	Welfare	Retiree Welfare	DC Pension	DB Pension	Training	Plumbing Council, Kankakee IF and/or WSA IF
Journeyman							
POS Journeyman	\$42.00	\$5.60	\$1.93	\$3.40	\$1.00	\$0.93	*
Apprentices							
A0S 1 st six Months	\$16.75	\$5.60	\$1.93	\$3.40	\$1.00	\$0.93	NA
A1S 2 nd six Months	\$18.20	\$5.60	\$1.93	\$2.00	\$1.00	\$0.93	NA
A2S 2 nd Year	\$21.65	\$5.60	\$1.93	\$2.00	\$1.00	\$0.93	NA
A3S 3 rd Year	\$24.65	\$5.60	\$1.93	\$2.00	\$1.00	\$0.93	NA
A4S 4 th Year	\$32.50	\$5.60	\$1.93	\$2.00	\$1.00	\$0.93	*
A5S 5 th Year	\$36.95	\$5.60	\$1.93	\$2.00	\$1.00	\$0.93	*
Metal Trades (Mc- Me)							
Mc(0-3 months)	12.80	na	na	na	na	na	na
Md (4-12 months)	12.80	\$6.58	na	\$2.00	na	na	*
Me (year 2)	13.80	\$6.58	na	\$2.00	na	na	*

* Association Members

- | | |
|-------------------------------------|---------|
| 1) Kankakee Industry Fund | \$ 0.60 |
| 2) Plumbing Contractors Association | \$ 0.39 |
| 3) West Suburban Association | \$ 0.25 |

Trade Level	Total Contributions	Total Package	Voluntary Savings Minimums	Dues Check-off
POS	\$13.45	\$54.86	\$1.50	\$1.47
Apprentices				
A0S	\$11.46	\$ 28.21	NA	\$0.59
A1S	\$11.46	\$ 29.66	NA	\$0.64
A2S	\$11.46	\$ 33.11	NA	\$0.76
A3S	\$11.46	\$ 36.11	NA	\$0.86
A4S	\$11.46	\$ 43.96	\$1.00	\$1.14
A5S	\$11.46	\$ 48.41	\$1.00	\$1.29
Metal Trades (Mc-Me)				
Mc(0-3 months)	n/a	\$12.80	n/a	n/a
Md (4-12 months)	\$7.35	\$21.38	n/a	n/a
Me (year 2)	\$7.35	\$22.38	n/a	n/a

Notes

1. *Membership dues shall be determined by the local. The Plumbing Council, Kankakee & Iroquois Counties Plumbing & Piping Contractors Association industry, and WSA Industry Fund (Industry Promotion Funds) shall each be determined by the contractor associations (PCA Midwest, Kankakee & Iroquois Counties Plumbing & Piping Contractors Association and WSA).*
2. Training fund includes \$0.10 per hour Direct Contribution to the UA International Training Fund.
3. An employee may choose to participate in a payroll deduction to Savings Plan. The minimum deduction is as outlined above. Some rules apply to the additional deductions as in the Local 130 Master Agreement.
4. The Savings Plan and Dues Check Off are deductions from wages.
5. No employer contributions required on apprentices while attending assigned school day, however, savings, dues checkoff and other payroll deductions should still be deducted for 2nd through 3rd year apprentices.
6. Training fund includes an extra \$0.05 per hour for the JAC to provide hand tools to all apprentices.

8. The contractor shall make all required contributions to the Local 130 Welfare Fund. Individuals working under this Residential Service Agreement shall be covered by Local 130 Health and Welfare Fund.

9. Contributions to the Defined Contributions Fund required by this Agreement shall be made to the Local 130 Defined Contribution Plan.

10. Upon entrance into the apprentice program under this Residential Service Agreement, wages and fringe benefit levels shall continue under this Appendix until the attainment of a City of Chicago or State of Illinois Journeyman Plumbing License.

11. Please contact the Local Union for market recovery incentives and/or rebates on future manpower.