

AGREEMENT

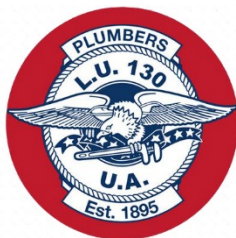
Between

**WEST SUBURBAN ASSOCIATION OF PLUMBING
CONTRACTORS**



And

PLUMBERS LOCAL UNION 130 UA



June 1, 2017 through May 31, 2020

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

ARTICLE I RECOGNITION

SECTION 1.1 Parties to the Agreement. This Agreement is made and entered into as of June 1, 2017 between the West Suburban Association of Plumbing Contractors (WSA), solely for and on behalf of each of their individual members, who are duly licensed by law and bonded to engage in the plumbing business, are established in that business, intend to employ not less than two (2) journeymen or one (1) journeyman and one (1) apprentice, and hereafter are collectively referred to as “Employer” or “Employers,” and Plumbers Local Union 130 UA, which is composed of competent licensed journeymen and apprentices who are duly authorized by law to install and inspect all plumbing work, and which hereinafter is referred to as “Union.”

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

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

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

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

Articles of Jurisdiction included in Appendix A which comes within the work jurisdiction for which the Union has been chartered by the United Association.

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

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

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

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

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

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

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

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

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

ARTICLE II STRIKES AND LOCKOUTS

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

SECTION 2.2 Employee Job Action. The Union agrees that there shall be no abandonment of work over any matter which is subject to arbitration, provided,

however, that the Union may withdraw its members from the employ of, picket and/or use other lawful economic means against any Employer by reason of the Employer's non-payment of wages, deductions or contributions or the Employer's failure to obtain, maintain in full force and effect and keep on file with the Union the requisite bond or letter of credit and workers' compensation insurance as more fully provided under this Agreement, notwithstanding that disputes over such matters are subject to arbitration hereunder.

ARTICLE III DISPUTE RESOLUTION

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

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

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

The Joint Arbitration Board shall meet twelve (12) times during the calendar year, or as needed, for the purpose of considering current and new business. The reasonable and necessary expenses and costs incurred by the Joint Arbitration Board in performing its functions under this Agreement, as authorized by the Union, The Fringe Benefit Funds and West Suburban Association of Plumbing Contractors Industry Fund who are entitled to payments or contributions under this Agreement, shall be paid by them in proportion to their interests out of the sums collected as liquidated damages pursuant to Article IX, Section 9.8 hereof, to the extent that such sums are available; otherwise such expenses and costs shall be borne and paid for by the parties thereto.

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

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

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

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

employee may be summoned before the Joint Arbitration Board for appropriate action.

A plumbing contractor must submit with their initial proposal an appropriate bid in accordance with the above. If it is not accepted, there will be no action taken against the contractor or his employee by the Union.

SECTION 3.5 Hearing. After receipt of a notice of dispute under Section 3.3 or 3.4, above, of this Article, the Secretary of the Joint Arbitration Board shall send the Employer written notice of the date, time and place of a hearing before the Board with respect to the dispute, together with a copy of the written notice of the dispute. The Board members present at the hearing shall hear the evidence in the case and shall render a decision which it will issue in writing over the signature of the Secretary of the Board. Said decision shall be final and binding on the parties to this Agreement. The Secretary of the Board will make or direct the making of the official minutes or transcription of the hearing. No other recording of the hearing is permitted. The Employer must appear at the hearing. Appearance through an outside representative only does not constitute the Employer's appearance. If the Employer is unable to so appear at the date, time and place set forth in the notification of hearing, he shall promptly notify the Board's Secretary in writing of the reasons therefore and request a postponement. Such request for postponement must be received by the Secretary no later than the close of business of the seventh day before the time scheduled for the hearing. A request for a postponement will be granted only for good and sufficient reasons. No Employer will be granted more than one (1) postponement in the same case. If the Employer fails to appear at a scheduled hearing or at a hearing postponed to a later date at his request or if an Employer's request for postponement is not received by the Board's Secretary in the timely manner as set forth hereinabove or is denied, the Board members shall hear the case at the appointed time notwithstanding the Employer's failure to appear and shall decide the case upon the evidence before it in the same manner as set forth hereinabove, which decision shall be final and binding on the parties to this Agreement.

SECTION 3.6 Powers of the Joint Arbitration Board. The Joint Arbitration Board shall have full power to enforce this Agreement against offending employees and/or Employers by appropriate penalties or remedies including, without limitation, fines, replacement of defective work without pay, or other appropriate sanctions. The Joint Arbitration Board shall have full power to summon Employers, the Union and employees covered by this Agreement against whom charges of violations have been preferred and to summon Employers and employees covered by this Agreement to testify in any manner before the Joint

Arbitration Board. Such summons shall be served by registered or certified mail by the Secretary of the Joint Arbitration Board before which such dispute is pending. Such summons may compel the production of any document or the testimony of any witness which the Joint Arbitration Board deems relevant to the resolution of the case. Failure of the Employer or employees to respond when so summoned, except for valid reason, shall subject him or them to the payment of any cost incurred by the Joint Arbitration Board in connection with such failure to respond.

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

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

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

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

ARTICLE IV WORKING CONDITIONS

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

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

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

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

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

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

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

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

SECTION 4.6 Older Workers. At least one out of every five (5) men working in the shop shall be older men.

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

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

An Employer who employs at least two (2) journeymen may also employ one (1) apprentice for performance of jurisdictional work. A two (2) journeymen to one (1) apprentice ratio shall be maintained at all times, except as specified by this Agreement. The Working Contractor shall count as a journeyman for the purpose of establishing this ratio.

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

Employers engaged in residential work relating to the service, maintenance and construction of single family residences, garden type and walk-up residential apartments of three levels or less as well as Employers engaged in commercial and

service maintenance (defined as interior plumbing not exceeding \$30,000) shall be entitled to a one (1) to one (1) journeyman to apprentice ratio.

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

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

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

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

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

Wages for these employees are determined by the Apprentice Wage Scale. While contributions to the Fringe Benefits Funds will not be required for probationary Metal Trades Journeymen, hours worked by probationary Metal Trades Journeymen will be shown on the Employer's Monthly Contribution

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

An employee in the Metal Trades Division may, upon the request of the Employer, enter the Apprentice Program provided the requirements of the Apprentice Committee are satisfied. Credit for hours worked as a metal tradesman toward hours required for completion of an apprenticeship will be granted as determined by the U.S. Department of Labor, Office of Apprenticeship Training, Employer and Labor Services (OATELS) with the approval of the Business Manager and the Joint Apprenticeship Committee.

4.8(b) Metal Tradesman Mc, Md, Me

Upon written approval of the Union Business Manager, the Employer may hire on a temporary trial basis a 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. Any Employer hiring a metal trades employee and failing to obtain Union Business Manager's approval, upon audit, shall be required to pay all wages and fringe benefits of a Metal Trades Journeyman M6 to the Trust Funds of the Local Union back to the original date of hire.

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

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

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

With completion of probationary period, wages remain at 26% of the then current Building Trades Journeyman Plumbers rate, benefits to be paid in accordance to Appendix C.

Year 2 - Me

Upon the employees' anniversary date of hire, the rate of pay shall be twenty eight (28%) of the then current Building Trades Journeyman Plumbers rate; benefits to be paid in accordance to Appendix C.

Mc – Me

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

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

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

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

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

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

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

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

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

SECTION 4.13 OSHA and HAZCOM Training. The Employers wish to have referral of Employees with certificates of completion of HAZCOM and OSHA education courses.

The Union and Employers will require that all members be certified in HAZCOM and OSHA. Members will have to get certified through night school. It will not be a violation of this Agreement for any Employer to reject a Union

member for employment if he lacks these certifications. Classes in both OSHA and HAZCOM will be offered regularly at the Plumbing Industry Center.

It shall be the responsibility of the Employee, the Union and the Employer to maintain documentation of the individual's OSHA and HAZCOM certification, and any other pertinent industry related certifications.

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

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

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

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

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

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

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

SECTION 4.17 Travel Expenses. There will be no travel expense for work performed within the jurisdiction of the Union except when prefabrication of work

is performed outside the Union's jurisdiction. A journeyman so employed in a fabrication shop will be reimbursed in the same amount per mile as established from time to time by the Internal Revenue Service for determining the standard mileage rate method of calculating deductible employee automobile business expenses. Said reimbursement shall be calculated from the jobsite to the place of fabrication and back to the job site. However, if any Employer provides transportation for employees working under this Agreement to a fabrication site to perform work, then no travel expense shall be assessed or charged against such Employer.

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

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

SECTION 4.19 Clothing Provision. When welders are employed on a job, the Employer shall furnish protective clothing, which shall include sleeves, aprons

and gloves, welding hoods, goggles, etc. The welders shall be held responsible for this clothing, except for wear and tear or if stolen from the Employer's job location.

Members shall be reimbursed up to \$90.00 (ninety dollars) annually upon presentation of original receipt, if required, to provide safety shoes as a condition of employment on any jobsite.

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

ARTICLE V HOURS AND OVERTIME

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

For employees engaged in residential jobbing and repair work in a residential building of no more than three (3) stories where such work is billed to the customer on an hourly basis and not on a contract basis, any five (5) days with the exception of Sunday may constitute a workweek. The workday shall consist of eight (8) hours from 8:00 A.M. to 4:30 P.M., provided however, that the earlier starting time as provided for above is permitted. Any hours worked in excess of eight (8) hours per day shall be paid at time and one-half. All hours worked on the sixth (6th) day in any workweek other than a Sunday or a legal holiday shall be

paid at time and one-half. All hours worked on Sunday or a legal holiday as provided for in Section 5.4 of this Article V shall be paid at double time. The sixth (6th) working day cannot be used as a make-up day. Except as specifically permitted by Appendix B to this Agreement governing the circumstances under which an Employer may schedule flexible hours, employees covered by this Agreement shall work the standard workday and standard workweek at straight time rates and be paid for overtime work at the overtime rates as required by this Article.

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

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

Compressed Work Week

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

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

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

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

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

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

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

SECTION 5.5 Shift Work. For there to be shift work there must be a first shift during normal working hours. Shift work NEEDS PRIOR approval of the Joint Arbitration Board. However, when shift work is performed, it must continue for a period of not less than five (5) consecutive working days. The second (2nd) must continue working on the continuation of the work performed by the first (1st) shift. If only two (2) shifts are working, the second (2nd) shift may be for any designated eight (8) hour period beginning after the conclusion of the first (1st) shift, but the starting time selected for the second (2nd) shift shall remain the same for the duration of the shift work.

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

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

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

Stand-alone shift work must continue for a period of not less than five (5) consecutive working days.

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

ARTICLE VI WAGES

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

No Employer shall pay wages in excess of the rates set forth or to be determined in the manner set forth in Appendix C. Contractors (with ownership interest) may work with the tools of the trade provided that he shall pay into the Health and Welfare Fund, Pension Fund, Retirement Fund, Apprentice Training Fund, and Local 130's United Association per capita and dues check off and WSA's Industry Fund for a minimum of thirty-two (32) hours per week or all hours worked, whichever is greater, at the rate established for each such fund. Working Contractors shall be provided medical benefits for themselves and dependents at a rate established by the Health & Welfare Trustees and in compliance with Federal and State Legal requirements concerning Employer participation in an Employee Benefit Plan.

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

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

In order for the working Employer to pay benefits, there must be a currently signed (by the working Employer) alumni/Participation Agreement.

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

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

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

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

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

Foremen rate of pay shall prevail for any journeyman who is assuming full responsibility for any job when such responsibility is of a supervisory nature in representing his Employer, as described in Section 7.1.

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

It is also understood and agreed that fringe benefits will not be paid on behalf of an Apprentice for their mandatory school day. For all other workdays not in school, the Welfare Fund contribution for 1st year 1st six month Apprentices, 1st year 2nd 6 month Apprentices, 2nd year Apprentices, and 3rd year Apprentices will be paid at a rate \$5.00 per hour less than the then current Journeyman Welfare Fund contribution rate, and no Industry Fund contribution will be paid on mandatory school days.

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

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

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

Any Employer who fails to have sufficient funds in the bank to cover all paychecks issued to employees will be denied the privilege of paying by the normal payroll checks, and must pay all future payroll by certified check only until such time as the Union gives the Employer written notice that it is satisfied that the Employer is financially responsible and, therefore, able to resume payment of payroll by non-certified check. In the event of an Employer's failure to pay the wages provided for in this Agreement or failure to comply with the term of this Section 6.5, the Union shall have the right without giving notice to withdraw its members from the employ of, to picket and/or take other lawful economic action against such Employer in order to compel the payment of wages or compliance with this Section 6.5, such withdrawal of employees, picketing and/or lawful economic action shall not be considered a violation of this Agreement on the part of the Union and shall not be a subject of arbitration. If employees are withdrawn from any job or if the Union strikes in order to compel an Employer to fulfill its obligations under this Section, the employees who are affected by such stoppage of work shall be paid for up to twenty-four (24) hours wages lost at straight time pay by reason of any strike or any action taken by the Union under this Section.

SECTION 6.6 Union Dues Deduction. The Employer agrees that each payroll period it will deduct any authorized deductions owed to the Union for said

payroll period from the wages of employees who are covered by this Agreement and who have authorized such deductions, by an authorization which is in accord with applicable law. The Employer shall remit to the Union the amount so deducted at the same time and accompanying the Savings Plan deductions and contributions to the Pension Fund, Welfare Fund, Educational Fund, West Suburban Association of Plumbing Contractors Industry Fund, and Political Action Contribution Fund. All such remittances shall be sent to the Benefit Funds by a single check payable to the Plumbers' Local 130 Contribution Account.

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

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

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

Number of Employees	Amount of Bond
0 to 2	\$25,000
3 to 5	\$50,000
6 to 12*	\$125,000

13 to 19	\$200,000
20 to 39	\$300,000
40 to 69	\$600,000
70 to 99	\$800,000
100 to 149	\$1,200,000
150 and above	\$1,500,000

*Mandatory bond or letter of credit required for 6 or more men.

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

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

Each Employer shall obtain the bonds required by this Section with a minimum rating of "B" according to the Best or Moody rating service. In lieu of such bonds, the Employer may obtain bank letters of credit to secure such obligations in such form and on such terms as determined by the Union. This letter of credit shall be held in the Union's possession with a Certified Copy provided to the Benefit Funds. An Employer who employs less than six (6) men and is unable to obtain such bond or letter of credit shall make payment of wages and all deductions and contributions required by this Agreement on a weekly basis. Weekly reports and payments of all contributions and deductions provided for in this Agreement are due on Thursday of the week following the week for which they are owed.

In the event of an Employer's failure to secure the required bond or Letter of Credit, an agent of the Employer must sign an agreement to be jointly and severally liable along with the company for all wages and fringe benefits that

become due during the weekly period.

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

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

Contractors must comply with this new bonding requirement by September 1, 2017.

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

SECTION 6.9(b) Prevailing Wage Reporting. The employer may complete in conjunction with the Benefit Funds monthly payroll reports: wages, hours and job locations for local, state or federal projects. This may include but is not limited to Davis Bacon, prevailing wage and certified payroll reports. The forms will be provided by the Union.

SECTION 6.10 Voluntary Savings Plan. The Employer shall deduct from the wages, after taxes, of each employee electing in writing to participate in the Voluntary Savings Plan under this Agreement for the life of the contract the sum

per hour set forth or to be determined in the manner set forth in Appendix C for each hour worked. These deductions shall be withheld from the employee's weekly wages and shall be forwarded by the Employer with the report of hours required under Section 6.6 of Article VI for deposit in a bank chartered by the State of Illinois to be designated by the Union, for crediting to the individual account of such employee under the Plumbers Local Union 130 UA Voluntary Savings Plan. It is expressly understood and agreed that neither the Employer nor the Union shall have any right, title, interest or powers over such money so forwarded, but that all money so forwarded, deposited or accrued shall at all times remain the exclusive property of the employee from whose pay such deductions are made. An employee may elect to increase the minimum Voluntary Savings Plan deduction, after taxes, in fifty cents (\$0.50) increments.

If the Employer performs under the terms of this Section, the Employer shall be held harmless in the collection and submission of this deduction.

ARTICLE VII FOREMEN

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

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

12. Give notice to the Local Union that the project or job has begun.

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

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

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

ARTICLE VIII APPRENTICES

ARTICLE VIII has been intentionally left blank.

ARTICLE IX FRINGE BENEFITS

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

The Plumbers Retirement Savings Fund, formerly an employee funded 401(k) Plan pursuant to Plan Amendments, effective June 1, 2014 and the merger of the Northern Illinois Retirement Fund and the Plumbers Local Union No. 93 Retirement Account have been merged into the Retirement Savings Fund.

SECTION 9.2 Health & Welfare, Pension and Retirement Plan.

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

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

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

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

Any Employer employing at least two journeymen or one journeyman and one apprentice as permitted may apply for participation in one or more of the Benefit Funds upon signing a Participation Agreement. If the Employer is accepted, contributions must be paid on a minimum of thirty two (32) hours per week or the total hours worked, whichever is greater for the duration of this Agreement.

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

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

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

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

The West Suburban Association of Plumbing Contractors Industry Fund shall protect, promote, foster, and advance the interests of Employers and

employees engaged in the plumbing contracting and servicing industry including, but not limited to, the following pursuits.

- a. To engage in public relations programs designed to create a better public understanding of the industry and to encourage greater use of the industry's services by owners and construction and service purchasers for the benefit of the general public.
- b. To cooperate with public officials and representatives of other organizations on all matters of mutual interest affecting the construction industry.
- c. To foster and promote better Employer/employee relationships and to strive for optimum efficiency and workmanship in construction methods.
- d. To foster and provide for the education and training of supervisory and managerial personnel.
- e. To promote research and experimentation concerned with improving existing construction methods and developing, testing and promoting new construction materials and/or modes of construction.
- f. To promote safety in the plumbing contracting industry by developing programs and activities directed at assisting, technically or otherwise, architects, engineers, specification writers, general contractors, and governmental authorities and agencies, in the formulation or improvement of federal, state, and municipal regulations and other technical and safety programs having as their object the safe, adequate and improved quality of plumbing contractors' service to the public.
- g. To support the activities and programs of the WSA including collective bargaining and related matters.
- h. To foster and promote compliance with all laws, regulations, and orders concerning affirmative action and equal opportunity for employment.
- i. To engage in all other acts consistent with the purposes and terms of this Agreement and with the laws of the State of Illinois.
- j. No part of the Industry Funds shall be used for any purpose which tends to restrain or limit competition.

- k. To support public officials who support legislation beneficial to Plumbing Contractors.

The parties agree that since the West Suburban Association of Plumbing Contractors is an industry fund, proposals related to it are permissive subjects of bargaining. While the West Suburban Association of Plumbing Contractors has agreed that the “pursuits” of the West Suburban Association of Plumbing Contractors, as described in the West Suburban Association of Plumbing Contractors By-Laws adopted are to be included in the Collective Bargaining Agreement, that inclusion should not be construed as a waiver of the West Suburban Association of Plumbing Contractors’ position that this entire subject is “permissive” and should not be construed as any restriction on the West Suburban Association of Plumbing Contractors Industry Fund’s right to interpret, amend or change its By-Laws including the “pursuits” recited therein.

Any amendment, change, or alteration of the existing West Suburban Association of Plumbing Contractors By-Laws adopted including “the pursuits” recited therein will not in any way alter, amend, change or affect the provisions of Section 9.4, par. 3 of the Collective Bargaining Agreement for the term of this Agreement.

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

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

SECTION 9.7 Non-Deduction from Wages.

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

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

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

The provisions for interest, liquidated damages, reimbursement of litigation costs, strikes, picketing and/or other remedies set forth herein and available to the Union and/or Trustees of the various Funds in the event of an Employer's breach of any obligation under this Section 9.8 and Sections 9.1, 9.2, 9.3, 9.4, 9.7, and 9.9 of this Article IX, and Sections 6.4, 6.5, and 6.6, 6.10 of Article VI are cumulative and are not intended to serve and shall not serve as a substitute for or in any way limit any other remedies or relief which also may be available to the Union and/or the Trustees under this Agreement or under any Illinois or federal law. Further, the Union's failure to exercise its rights to withdraw its members from the employ of, to picket, strike or take other lawful economic action against any Employer who violates this Section 9.8 or Sections 9.1, 9.2, 9.3, 9.4, 9.7 and 9.9 of this Article IX or Sections 6.4, 6.5, and 6.6, 6.10 of Article VI, shall not be deemed a waiver on the part of the Union to exercise such right or award such remedy, respectively, in the case of any such subsequent violations by the same Employer or another Employer.

Upon five (5) days written notice by Certified Mail the Union shall have the right to withdraw its members from the employ of, to picket and/or to take other lawful action against any Employer who fails to make the required benefit contributions and/or deductions as required by this Agreement. Any employee who

loses time from work because of the failure of his Employer to pay said fringe benefit contributions and/or deductions as required by this Agreement, shall be reimbursed by the Employer for up to twenty-four (24) hours wages lost at straight time pay by reason of any strike or other action taken by the Union under this Section. Such withdrawal of employees, picketing and/or other lawful economic action shall not be considered a violation of this Agreement on the part of the Union and shall not be subject to arbitration.

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

SECTION 9.9 Employer Recording. Each Employer shall file with the Benefit Funds on a reporting form to be devised by the Funds (breakdown and monetary allocations provided by the union), on or before the due date for the remittance of contributions and deductions, an itemization of the money payments required to be paid by the Employer covered by said report under the terms of this Agreement. The Fringe Benefit Funds shall have the right to inspect Employer's payroll records as well as the other records described in Section 1.6 of this Agreement, for the purpose of determining whether the Employer is complying with the provisions of this Agreement relating to Fringe Benefit Fund contributions being paid. The Employer shall make such books and records available at reasonable business times and hours, at the option of the Fringe Benefit Funds, to a representative of a certified public accountant designated by the Benefit Funds. The Employer shall retain payroll records including but not limited to time sheets for a period of ten (10) years. The Union shall have the right upon two (2) days written notice by Certified Mail to withdraw its members from the employ of, to picket and/or to take other lawful economic action against any Employer in order to compel the Employer to make such books and records available. If employees are withdrawn from any job or if the Union strikes in order to compel an Employer to make such books and records available, the employees who are affected by such stoppage of work shall be paid for up to twenty-four (24) hours wages lost at straight time pay. Such withdrawal of employees picketing and/or other lawful economic action to compel an Employer to make his books and records available shall not be considered a violation of this Agreement on the part of the Union and it shall not be a subject of arbitration.

Employer shall file with the Union on a reporting form to be devised by the Union, on or before the due date for the remittance of union dues deductions, an itemization of the payments required to be paid by the Employer covered by said report under the terms of this Agreement. The Union shall have the right to inspect

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

ARTICLE X HIRING

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

1. The selection of applicants for referral to any job shall be on a nondiscriminatory basis and shall not be based on or in any way affected by the applicant's race, color, religion, creed, sex, national origin, age, marital status, disability or unfavorable discharge from military service in accordance with relevant Illinois, local, and federal law.
2. The Employer shall have the sole and exclusive right of accepting or rejecting applicants for work and need not give preference or priority to applicants referred by the Union.
3. The selection, hiring, supervision and training of all apprentices shall be subject to the rules and control of the Plumbers' Joint Apprenticeship Committee LU 130 UA, and further shall be subject to the Provision of Article X, Paragraph 1 of this Agreement.

4. All referral slips must contain the following information:
 - a. The employee's name, United Association number, the last four digits of the social security number, plumbing license number (if applicable), address, telephone numbers, and e-mail address (if available);
 - b. The employee's certifications, i.e., the required four (4) hours of Illinois or Chicago-approved Continued Education (CE) credit each year, OSHA, HAZCOM, competent person, safety course, cross connection and backflow license, etc.;
 - c. The Employer's name, address, telephone number, the location, date and time to report, and whom to contact at that location.
 - d. A copy of the referral slip must be signed by the employee and a copy of the referral slip will be provided to the Employer.

NOTE: The West Suburban Association of Plumbing Contractors will notify all contractors of the requirement of requesting a referral slip from all new hires. This requirement will also be a subject of discussion at an All Industry meeting.

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

ARTICLE XI ON THE JOB INJURIES

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

ARTICLE XII INDUSTRY COMMITTEE

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

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

ARTICLE XIII JURISDICTIONAL DISPUTES

The Employer and Union agree that in the event of any jurisdictional dispute between the Union and another labor organization bound by the Standard Agreement establishing the Joint Conference Board of the Construction Employers' Association and the Chicago and Cook County Building Trades Council with respect to any work at or related to any site or project within Cook County, Illinois at which the Employer is engaged or is to be engaged as a contractor or a subcontractor or to perform any work, said dispute shall be submitted to said Joint Conference Board for final and binding resolution pursuant to said Standard Agreement and the Board's procedures there under. The Employer and Union agree to be bound by the procedures and decision of the Joint Conference Board with respect to any such dispute in accordance with said procedures.

ARTICLE XIV SUCCESSORS AND ASSIGNS

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

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

ARTICLE XV ANNUAL REOPENERS

ARTICLE XV HAS BEEN INTENTIONALLY LEFT BLANK

ARTICLE XVI SEPARABLE PROVISIONS

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the end that in the event that any clause or clauses shall be specifically and finally determined to be in violation of any Illinois or federal law, then in such event such clause or clauses only, to the extent only that any may be so in violation, shall be deemed of no force and effect and unenforceable upon written notice of such invalidity from one party to the other, without such invalidity impairing the validity and enforceability of the rest of the Agreement including any and all provisions in the remainder of any clause, sentence or paragraph in which the language determined to be invalid may appear. In the event of such invalidity and notice thereof, the parties shall meet promptly at

the request of either party to negotiate mutually acceptable substitute language. If the parties are unable to agree on such substitute language, either party shall be permitted to exercise all legal and lawful economic recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

ARTICLE XVII SERVICE & MAINTENANCE AGREEMENT

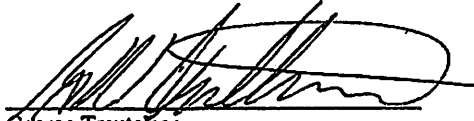
The Agreement recognizes that there exists a Plumbing Service & Maintenance Area Agreement, the Plumbers Local Union 130 UA Service & Maintenance Agreement. Whenever the terms of this Agreement shall conflict with the terms of the Service & Maintenance Agreement, the terms of the Service & Maintenance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

ARTICLE XVIII DURATION OF AGREEMENT


The Collective Bargaining Agreement between the Plumbers Local Union 130 UA and the West Suburban Association of Plumbing Contractors shall be in effect between June 1, 2017 through May 31, 2020, and thereafter for successive yearly periods, unless written notice to terminate or with its intention to modify the Agreement is received, by certified mail- return receipt requested, no more than ninety (90) days but no less than sixty (60) days prior to the expiration date of any such then current Collective Bargaining Agreement.

This Agreement is hereby executed as of the 1st day of June 2017.

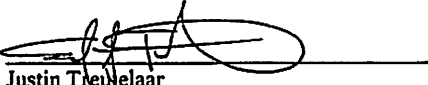
WEST SUBURBAN ASSOCIATION OF PLUMBING CONTRACTORS



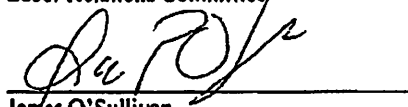
George Treutelaar
Chairman of Labor Relations Committee



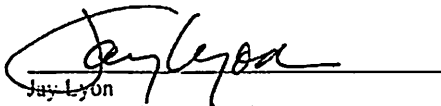
Craig Thomas
Labor Relations Committee



Justin Treutelaar
Labor Relations Committee

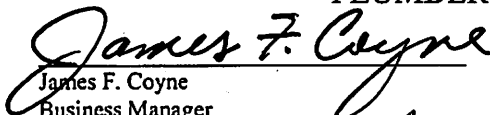


James O'Sullivan
Labor Relations Committee

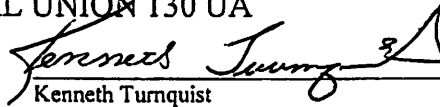


Jay Lyon
Labor Relations Committee

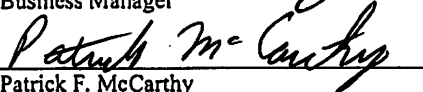
PLUMBERS LOCAL UNION 130 UA



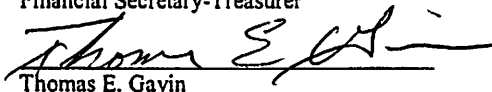
James F. Coyne
Business Manager



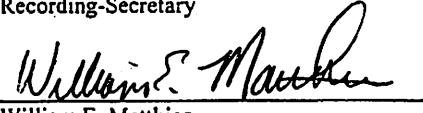
Kenneth Turnquist
Financial Secretary-Treasurer



Patrick F. McCarthy
Recording-Secretary



Thomas E. Gavin
Special Representative



William E. Matthies
Business Representative



Scott C. Spangle
Business Representative

APPENDIX A OCCUPATIONAL JURISDICTION

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

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

1. All piping for plumbing, water, waste, floor drains, drain grates, supply, leader, soil pipe, grease traps, sewage and vent lines.
2. All piping for water filters, water softeners, water meters and setting of same.
3. All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, Ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances and the handling and setting of the above mentioned equipment.
4. All water services from mains to buildings, including water meters and water meter foundations.
5. All water mains from whatever source, including branches and fire hydrants, etc.
6. All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm sewers, septic tanks, cesspools, water storage tanks, etc.
7. All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and washrooms, shower stalls, etc.
8. All bathroom, toilet room and shower room accessories, i.e., as towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.
9. All lawn sprinkler work, including piping, fittings and lawn sprinkler heads.
10. All sheet lining (including lead lining) for X-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flanges in connection with the plumbing industry.
11. All fire stand pipes, fire pumps, pressure and storage tanks, valves, hoseracks, fire hose cabinets and accessories and all piping for sprinkler work of every description.
12. All block tin coils, carbonic gas piping, for soda fountains and bars, etc.
13. All piping for railing work, and racks of every description, whether screwed or welded.
14. All piping for pneumatic vacuum cleaning systems of every description.

15. All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil, or gas, used in connection with railway cars, railway motorcars, and railway locomotives.
16. All marine piping, and all piping used in connection with ship building and ship yards.
17. All power plant piping of every description.
18. The handling, assembling and erecting of all economizers and superheaters, regardless of the mode or method of making joints, hangers and erection of same.
19. All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc.
20. All soot blowers and soot collecting piping systems.
21. The setting, erecting and piping, for all smoke consuming and smoke washing and regulating devices.
22. The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards, and other controls used in connection with power, heating, refrigerating, air conditioning, manufacturing, mining and industrial work.
23. The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers, and all piping for same in power houses, distributing and boosting stations, refrigeration, bottling, distilling and brewing plants, heating, ventilating and air conditioning systems.
24. All piping for artificial gases, natural gases and holders and equipment for same, chemicals, minerals and by-products and refining of same, for any and all purposes.
25. The setting and erecting of all under-feed stokers, fuel burners, and piping, including gas, oil, power fuel, hot and cold air piping and accessories and parts of burners and stokers, etc.
26. All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.
27. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, and mixing devices, and piping thereto of every description.
28. The setting and erecting and piping of all cooling units, pumps, reclaiming systems and appurtenances, in connection with transformers, and piping to switches of every description.
29. All fire extinguishing systems and piping; whether by water, steam, gas or chemical, fire alarm piping, and control tubing, etc. All piping and accessories for residential and multi-purpose fire sprinkler systems.

30. All piping for sterilizing, chemical treatment, deodorizing and all cleaning systems of every description and laundries for all purposes.
31. All piping for oil or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.
32. All piping for power, or heating purposes, either by water, air, steam, gas, oil, chemicals or any other method.
33. All piping, setting and hanging of all units and fixtures for air conditioning, cooling, heating, roof cooling, refrigerating, ice-making, humidifying, dehumidifying, dehydrating, by any method, and the charging and testing, servicing of all work after completion.
34. All pneumatic tube work, and all piping for carrying systems by vacuum, compressed air, steam, water, or any other method.
35. All piping to stoves, fire grates, blast and heating furnaces, ovens, driers, heaters, oil burners, stokers and boilers and cooking utensils, etc. of every description.
36. All piping in connection with central distribution filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, and aeration basins.
37. All process piping for refining, manufacturing, industrial and shipping purposes, of every character and description.
38. All air piping of every description.
39. All temporary piping of every description in connection with building and construction work, excavating and underground construction.
40. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduits and boxes used in connection with the plumbing industry.
41. The handling and setting of boilers, setting of fronts, setting of soot blowers, and attaching of all boiler trimmings.
42. All pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts, and water lines and booster stations of every description.
43. All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints or any other mode or method of making joints in connection with the plumbing industry.
44. Laying out, cutting, bending and fabricating of all pipework of every description, by whatever mode or method.
45. All methods of stress relieving of all pipe joints made by every mode or method.
46. The assembling and erecting of tanks used for mechanical, manufacturing or industrial purposes, to be assembled with bolts, packed or welded joints.

47. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the Plumbing Industry, including, but not limited to, forklifts, end loaders, winch trucks, A-frames and hoists, drill rigs, backhoes, skid steers, power shovels, trench hoes, tuggers, tampers and generators, provided these engines and equipment are used in conjunction with the other work covered by this Agreement as a time-saving device.
48. The operation, maintenance, repairing, servicing and dismantling of all work installed by journeymen under this Agreement.
49. All piping for cataracts, cascades, i.e., (artificial water falls), make-up water fountains, captured waters, water towers, cooling towers, and spray ponds, used for industrial, manufacturing, commercial, or any other purpose.
50. Piping herein specified means pipe made from metals, tile, glass, rubber, plastic, wood, or any other kind of material or product manufactured into pipe, usable in the plumbing industry, regardless of size or shape.
51. The installation and testing of backflow preventors.
52. All Sustainable piping systems of every description. Not limited to the collection and use of greywater, rainwater/storm water, recycled water, reclaimed water, Black water, and any type of non-potable water, pipe fittings, basins, cisterns, equipment, pumps, tanks, filters, screens, sanitizing, controls and appurtenances, etc., new construction, alteration, repair and maintenance.
53. All field layout, locating of plumbing, superintending, installation, maintenance and repair with respect to plumbing. Not limited to the use of robotic total stations or other similar equipment to locate and lay out all plumbing systems within the building.

APPENDIX B FLEXIBLE WORKDAY AND WORKWEEK

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

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

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

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

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

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

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

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

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

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

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

APPENDIX C

WAGE RATES AND FRINGE BENEFITS AND PAYROLL DEDUCTIONS

The following hourly wage, fringe benefit contributions and payroll deductions rates shall be in effect as of June 1, 2017 through May 31, 2018

	WAGES	Contributions						Payroll Deductions		
		Retiree Welfare	Retiree Pension	Pension DC	JAC ²	WSA Industry Fund ³	PAC	Target	Dues Check-off	
Journeyman	\$ 49.25	\$ 11.58	\$ 2.76	\$ 11.35	\$ 2.00	\$ 1.28	\$ 0.25	\$ 0.10	\$ 0.45	\$ 1.72
Sub-Foremen	\$ 50.75	\$ 11.58	\$ 2.76	\$ 11.35	\$ 2.00	\$ 1.28	\$ 0.25	\$ 0.10	\$ 0.45	\$ 1.72
3% over BT Journeyman Rate										
Foremen & Inspectors	\$ 52.20	\$ 11.58	\$ 2.76	\$ 11.35	\$ 2.00	\$ 1.28	\$ 0.25	\$ 0.10	\$ 0.45	\$ 1.72
6% over BT Journeyman Rate (Supervising 4 or more men)										
Superintendents or District Foremen	\$ 53.20	\$ 11.58	\$ 2.76	\$ 11.35	\$ 2.00	\$ 1.28	\$ 0.25	\$ 0.10	\$ 0.45	\$ 1.72
8% over BT Journeyman Rate (Supervising 19 or more men)										
District Superintendents	\$ 56.40	\$ 11.58	\$ 2.76	\$ 11.35	\$ 2.00	\$ 1.28	\$ 0.25	\$ 0.10	\$ 0.45	\$ 1.72
at least 6% above Superintendent's Rate										
Apprentices										
1st Six Months ¹	\$ 16.75	\$ 6.58	\$ 2.76	\$ 11.35	\$ 2.00	\$ 1.28	n/a	\$ 0.10	\$ 0.45	\$ 0.59
2nd Six Months ¹	\$ 18.20	\$ 6.58	\$ 2.76	\$ 11.35	\$ 2.00	\$ 1.28	n/a	\$ 0.10	\$ 0.45	\$ 0.64
2nd Year ¹	\$ 21.65	\$ 6.58	\$ 2.76	\$ 11.35	\$ 2.00	\$ 1.28	n/a	\$ 0.10	\$ 0.45	\$ 0.76
3rd Year ¹	\$ 24.65	\$ 6.58	\$ 2.76	\$ 11.35	\$ 2.00	\$ 1.28	n/a	\$ 0.10	\$ 0.45	\$ 0.86
4th Year	\$ 32.50	\$ 11.58	\$ 2.76	\$ 11.35	\$ 2.00	\$ 1.28	\$ 0.25	\$ 0.10	\$ 0.45	\$ 1.14
5th Year	\$ 36.95	\$ 11.58	\$ 2.76	\$ 11.35	\$ 2.00	\$ 1.28	\$ 0.25	\$ 0.10	\$ 0.45	\$ 1.29
Metal Trades Journeyman										
MO 1st 3 Months	\$ 16.75	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
M1 4th - 12th months	\$ 18.20	\$ 11.58	\$ 2.76	\$ 11.35	\$ 2.00	\$ 1.28	\$ 0.25	\$ 0.10	\$ 0.45	\$ 0.64
M2 2nd Year	\$ 21.65	\$ 11.58	\$ 2.76	\$ 11.35	\$ 2.00	\$ 1.28	\$ 0.25	\$ 0.10	\$ 0.45	\$ 0.76
M3 3rd Year	\$ 24.65	\$ 11.58	\$ 2.76	\$ 11.35	\$ 2.00	\$ 1.28	\$ 0.25	\$ 0.10	\$ 0.45	\$ 0.86
M4 4th Year	\$ 32.50	\$ 11.58	\$ 2.76	\$ 11.35	\$ 2.00	\$ 1.28	\$ 0.25	\$ 0.10	\$ 0.45	\$ 1.14
M6 5th Year	\$ 36.95	\$ 11.58	\$ 2.76	\$ 11.35	\$ 2.00	\$ 1.28	\$ 0.25	\$ 0.10	\$ 0.45	\$ 1.29
M7 5th Year +	\$ 41.85	\$ 11.58	\$ 2.76	\$ 11.35	\$ 2.00	\$ 1.28	\$ 0.25	\$ 0.10	\$ 0.45	\$ 1.46
Metal Trades (Mc, Md, Me)										
Note: Md & Me Classifications Pay UA Per Capita Only⁴										
Mc (0-3 months)	\$ 12.80	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Md (4 - 12 months)	\$ 12.80	\$ 6.58	n/a	n/a	\$ 2.00	n/a	\$ 0.25	\$ 0.10	\$ 0.45	⁴
Me (year 2)	\$ 13.80	\$ 6.58	n/a	n/a	\$ 2.00	n/a	\$ 0.25	\$ 0.10	\$ 0.45	⁴
JDU Utility	\$ 44.35	\$ 11.58	\$ 2.76	\$ 11.35	\$ 2.00	\$ 1.28	\$ 0.25	\$ 0.10	\$ 0.45	\$ 1.55
Irrigation										
I0 1st Year	\$ 12.30	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$ 0.43
I1 2nd Year	\$ 17.25	\$ 5.60	\$ 1.93	\$ 2.55	\$ 2.00	\$ 1.28	\$ 0.25	\$ 0.10	\$ 0.45	\$ 0.60
I2 3rd Year	\$ 24.65	\$ 5.60	\$ 1.93	\$ 2.55	\$ 2.00	\$ 1.28	\$ 0.25	\$ 0.10	\$ 0.45	\$ 0.86
I3 4th Year	\$ 35.95	\$ 5.60	\$ 1.93	\$ 3.05	\$ 2.00	\$ 1.28	\$ 0.25	\$ 0.10	\$ 0.45	\$ 1.26
I6 Service Plumber	\$ 41.85	\$ 11.58	\$ 2.76	\$ 11.35	\$ 2.00	\$ 1.28	\$ 0.25	\$ 0.10	\$ 0.45	\$ 1.46
CORING										
CO Coring A	\$ 49.25	\$ 11.58	\$ 2.76	\$ 11.35	\$ 2.00	\$ 1.28	\$ 0.25	\$ 0.10	\$ 0.45	\$ 1.72
C1 Coring B	\$ 41.85	\$ 11.58	\$ 2.76	\$ 11.35	\$ 2.00	\$ 1.28	\$ 0.25	\$ 0.10	\$ 0.45	\$ 1.46

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

² Includes \$0.10 per hour Direct Contribution to the U.A. International Training Fund; Includes \$0.35 per hour Direct Contribution to the JAC Building Fund.

³ Expenses for the Drug Free Alliance are provided for in the Industry Fund(s).

⁴ U.A. Per Capita Dues (\$30.00 per month, paid by the member).

Note: The Savings Fund is voluntary and requires a signed authorization which is provided by the Union. The Employee may elect the Voluntary Savings Plan deduction after taxes of a minimum of \$1.50 per hour or increased in increments of \$0.50 per hour.

Economic package increases of \$2.05 per hour effective June 1, 2017, \$2.10 per hour effective June 1, 2018 and \$2.15 per hour effective June 1, 2019 have been negotiated under the terms of the three year Agreement, June 1, 2017 to May 31, 2020.

METAL TRADESMAN (Mc, Md and Me)

Written approval from the Business Manager will be required.

1-1-1 Ratio (Apprentice-Metal Trades-Journeyman)

1-1-1 Note: If an apprentice is not available, a Contractor may still hire a Metal Tradesman)

<u>0-3 Months</u> Mc	<u>4-12 Months</u> Md	<u>Year 2</u> Me
No H & W Benefits	Benefits paid per Appendix C	Benefits paid per Appendix C
No DB/DC Pension Benefits	Benefits paid per Appendix C	Benefits paid per Appendix C
26% of Journeyman Rate	26% of Journeyman Rate	28% of Journeyman Rate
No Union Dues	Per Capita Union Dues	Per Capita Union Dues
No Industry Fund Paid	Industry Fund Paid	Industry Fund Paid

Economic package increases of \$2.05 per hour effective June 1, 2017, \$2.10 per hour effective June 1, 2018 and \$2.15 per hour effective June 1, 2019 have been negotiated under the terms of this Agreement for Journeymen Plumbers. Apprentice economic package increases effective June 1, 2017 will be determined by a percentage of the Journeymen rate. An apprentice with a minimum of 4 ½ years credit who has successfully obtained the City of Chicago or State of Illinois plumbers license shall be paid the then current journeymen rate. These increases for journeymen and apprentices are to be allocated in a manner to be determined by Plumbers Local Union 130 UA in its sole and exclusive discretion. Local 130 will timely notify each signatory Employer of its determination concerning the allocation.

IMPORTANT INFORMATION

PLUMBERS' RETIREMENT FUND

Plumbers 401(k) Plan was amended effective June 1, 2014 to allow the Retirement Savings Fund to be funded entirely from employer contributions. This change will not affect deferred salary or 401(k) benefits already earned which will be held in a separate and distinct 401(k) individual accounts as well as an additional individual account for employer provided contributions per Section 9.1.

APPENDIX D

ALCOHOL AND DRUG PROGRAM

Modified and approved in conjunction with CBA as of June 1, 2017

PLUMBING INDUSTRY DRUG-FREE WSA ALLIANCE

Administered by CDS Services, Inc.

2348 Hampton Ave., St. Louis, MO 63139

(314) 645-5577

www.cdsonsite.com

SEE SUPPLEMENT BOOK

APPENDIX E

UNITED ASSOCIATION

STANDARD OF EXCELLENCE

SEE APPENDIX E SUPPLEMENT BOOK

APPENDIX D



PLUMBING INDUSTRY DRUG-FREE WSA ALLIANCE

**The Plumbing Industry labor and management partnership to address
the problems caused by
drug and alcohol abuse in the workplace.**

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INTRODUCTORY LETTER

To All Participating Employers, Contractor Employees and Union Members

Drug and alcohol abuse in the workplace costs companies over 100 billion dollars per year. Statistics show that nationwide almost 10% of employees use drugs in the workplace. Drug testing in the workplace is not only cost-effective; it is a successful deterrent to the harmful and sometimes tragic impact of substance abuse.

During the negotiations for the 2004 labor agreement, the All Industry Committee discussed the importance of a new drug and alcohol policy. As that discussion continued, several important areas were addressed. It was determined that providing a safe work place and providing assistance for those individuals that have a problem were paramount. It was also determined that the need for an industry wide program that would satisfy the owners, general contractors and insurance companies was not only important but the wave of the future. By agreeing to a comprehensive plan we are taking the future of the plumbing industry in our own hands. The following policy is the product of countless hours of research, meetings and interviews.

This policy applies to all employers with an agreement with Chicago Journeymen Plumbers' Local Union 130, U.A. This may also include all maintenance, sales, clerical, management, owners, and part-time employees working 20 or more hours a week as well as applicants for any such position.

Contractors who agree and commit to testing all employees (including non-bargained employees) may alter their status for testing all company employees or for testing only bargained-for employees who are Local 130 members by notifying WSA's Executive Director of their choice of status by or before June 1 of each year.

The Policy calls for substance abuse testing in three circumstances:

1. Systematic computer selected testing
2. Testing for cause (including post-accident per OSHA requirements)
3. Accelerated testing

In order to guarantee confidentiality, every participating employer is asked to select two Designated Representatives, referred to as Communicators, to handle all Program business. The local Union has Communicators as well for people on Referral. Only these Communicators will be informed about any matters concerning testing.

The systematic computer selection testing process works this way. CDS Services, Inc. (CDS), the plan Administrator that has been selected to administer the program, will send an e-mail to the Communicator informing them to go on-line at www.cdsonsite.com to obtain their list of employees that have been selected for a random/periodic test. The Communicator is asked to inform these participants that they must report for testing by the end of the next business day.

To prove a test was taken, at the time of the testing, the collection site will give the participant a chain of custody form to bring back to the Communicator either at the workplace or at Referral or the Communicator can go on-line at www.cdsonsite.com to determine if the participant has provided a test. The participant is not contacted if the results are negative.

If the test is non-negative, CDS will contact the Communicator, who will inform the participant to contact the Medical Review Officer (MRO) to determine if there is a reason for the non-negative test result. If the final result is positive, the MRO will inform the participant and will contact CDS Services, Inc., who will contact the Communicator to inform him/her that the participant is Non-Compliant.

The Communicator will give the participant Exhibit E, Reinstatement Requirements Form, which provides the phone number for the Member Assistance Program (MAP) or the Employee Assistance Program (EAP) so that an evaluation can be scheduled. The participant is removed from work until the evaluation by the MAP/EAP is completed. Once given notice of "Return to Work" release by the MAP/EAP, CDS Services, Inc. will let the participant and the Communicator know of the permission to return to work.

The Program is designed so that those who test positive for substance abuse will get the help they need. As long as the participant complies with the program there will be no disciplinary action. If, however, the participant does not comply, disciplinary action, as called for under this Policy will be invoked. This action may include termination.

The Policy book has been sent to all participants registered with the program. If more copies are needed, they can be obtained through CDS Services, Inc., the West Suburban Association of Plumbing Contractors (WSA) of Chicago and Cook County, or at the Union Hall.

We hope this packet of information will help you understand the workings of the Program and its policy procedures. Please read the contents of this packet thoroughly to ensure that you understand the program completely. If you have any questions, please contact the Administrator of CDS Services, Inc. at (314) 645-5577.

Sincerely,

James Coyne
Local 130 Business Manager

George Treutelaar
Labor Relations Committee Chairman

STATEMENT OF PURPOSE

The labor and management representatives of the plumbing industry have formed a partnership to address the problems caused by drug and alcohol abuse. The West Suburban Association of Plumbing Contractors and Local Union 130 have created the Plumbing Industry Drug-Free WSA Alliance (hereafter "WSA Alliance") to establish and monitor programs designed to address drug and alcohol abuse problems in the plumbing industry.

CDS Services, Inc. will administer the program established by the WSA Alliance. It is the WSA Alliance's purpose to provide a vehicle to help establish and maintain a workplace free of the destructive effects caused by the use of drugs and alcohol. The WSA Alliance activities are not intended to interfere with normal practices of the union or management. The WSA Alliance recognizes its responsibility to communicate with and educate its participants relative to this policy and the harmful effects of drugs and alcohol in our society and workplace. The WSA Alliance also recognizes the need to facilitate access to programs of assistance to those persons for whom drugs or alcohol may be causing problems. Finally, while not wishing to violate the rights or invade the privacy of any participant, the WSA Alliance drug-testing program will detect those participants who are unable or unwilling to conform to the established program.

Participants who are at-will employees of contractors associated with the WSA Alliance will be subject to internal company disciplinary policies.

The WSA Alliance shall take reasonable measures to safeguard the privacy of participants in connection with this Policy, including maintaining the confidentiality of participants who come forward to discuss alcohol or drug abuse affecting them. Anyone who voluntarily seeks assistance or rehabilitation for alcohol or drug related problems before being asked to submit a test shall be granted amnesty. However, seeking assistance is not a defense to discipline for violations of this policy.

THE POLICY

INTRODUCTION

Persons who use illegal drugs or abuse alcohol or other controlled substances, on or off their jobs, are likely to be less productive, less reliable, more frequently absent, and to have other work-related problems that can cause increased costs, delays, accidents, injuries, and may damage the health, safety and well-being of other workers on the job. The construction industry can control and reduce this problem by taking several specific steps:

- Recognition of the problem;
- Development of a comprehensive policy;
- Implementation of a program of education and information;
- Promotion of an assistance program;
- Implementation of fair and respectful drug testing that conforms to federal drug testing program guidelines.

Any effort to control and reduce the negative consequences of drug use and alcohol misuse in the construction industry must be done with the utmost confidentiality and respect for the participant.

In order to enhance substance abuse awareness among all those involved, educational seminars and training programs will be offered. The educational seminars will be directed toward education of all participants about the seriousness of the problem of drug and alcohol abuse in this country and how the use of drugs and alcohol negatively impacts safety, productivity, and the competitive ability of the American workforce.

Participants who may serve in supervisory positions will receive specific training intended to assist them in identifying problem situations and/or warning signs of impairment. In addition, these training sessions will clarify their responsibility to document, intervene and follow up with the troubled participant. The discussion of intervention will provide specific guidance on how to comply with the management responsibilities associated with all aspects of the drug-testing portion of the program. These sessions will be offered on a scheduled basis, sufficient to satisfy the training requirements of all employers and are available on-line at www.cdsonsite.com.

The WSA Alliance encourages all participants troubled by their own or a family member's drug or alcohol abuse to seek professional care and treatment. Early recognition and treatment of alcohol and drug abuse provides the greatest opportunity for successful recovery. Current participants will be referred to the Member Assistance Program/Employee Assistance Program (MAP/EAP) as a result of a non-compliant test. The content of the discussion with the MAP/EAP will be protected and confidential. A participant, who seeks the services of the MAP/EAP on his/her own, will never have his/her use of the program brought to the attention of the WSA Alliance or any of its subscribing organizations or participants. Participants, who use the MAP/EAP as a consequence of a non-compliant test, will be subject to the conditions established in the testing portion of this policy.

The MAP/EAP provides confidential assistance to participants and their dependents that are experiencing substance abuse or an alcohol-related problem in their own lives. The MAP/EAP staff has knowledge of the level and types of benefits available to the WSA Alliance participants.

Participants can access the services of the MAP/EAP through a hotline that is staffed twenty-four (24) hours a day, seven (7) days a week, throughout the entire year. Participants calling the MAP/EAP hotline are put in touch with a counselor who will conduct a professional assessment and may meet with them to further assess the nature of the problem in order to provide the best and most appropriate level of care. Certified and credentialed human service professionals who are sensitive to the needs of the participant, staff the MAP/EAP. Participants who take the initiative to contact the MAP/EAP for assistance do so with the assurance that their calls will be treated respectfully and confidentially.

WSA and the Plumbers Union Local 130 shall approve any amendments to this policy.

PROHIBITIONS AND REQUIREMENTS

Participants must adhere to each of the following rules and regulations:

1. All those applying for employment, union membership or placement in the apprentice program with any employer or local union shall be subject to pre-employment testing by way of a hair follicle and urine analysis.

Upon a legitimate positive test result the applicant will be denied employment, union membership or entry to the apprentice or training program. Those applicants that have been denied under this section will be ineligible to reapply for a period of one year from the date of denial, or upon verified completion in a MAP/EAP designated program at the individuals' expense.

2. The use of alcohol or drugs by employees during working hours or on the job site or on company property (including company vehicles) is absolutely prohibited.
 - a) The term "use" means consuming, possessing, selling, transferring, concealing, distributing or arranging to buy or sell, being under the influence of, or reporting for duty under the influence of alcohol or drugs as set forth in this policy, or having illegal drugs in one's possession.
 - b) The term "alcohol" means any form of alcohol including ethanol. The term "drug" means any intoxicating substance, narcotic plant or similar substance identified under the Controlled Substances Act or similar state law. The term "drugs" includes prescribed medications not used in accordance with a valid medical prescription.
 - c) Notwithstanding any other provision in this policy, the use of prescription medications in accordance with a lawful prescription and the use of over-the-counter medications are not violations of this policy. However, marijuana and its active ingredient THC are illegal under federal law and accordingly are included in this definition of drug notwithstanding any use that might be permissible under Illinois law.
 - d) The term "working hours" means all the time in which employees are engaged in work duties or subject to the control of the Company, and also includes meal periods, scheduled breaks and travel to work or from one workplace to another. Social events voluntarily attended during non-working hours are not covered under this policy.
 - e) The term "company property" means all facilities, job sites, vehicles and equipment that are owned, leased, operated or utilized by the Company or its employees for work-related purposes, including parking areas and driveways, as well as lockers, toolboxes or other storage areas used by the employees. It also includes other public or private property, facilities, vehicles and equipment located away from the Company facility if the employee is present on such property for a work-related purpose.
 - f) Participants who have drugs or alcohol in their system at or above the cutoff values specified in the Administrative Rules are under the influence.
 - g) The term "accelerated testing" means any follow-up testing recommended by the evaluator.

3. In order to enforce this policy, participants shall be required to submit to drug and/or alcohol testing in accordance with this policy. Except as otherwise provided in this policy, no participant will be tested for alcohol unless there exists a reasonable suspicion that the person is under the influence of alcohol, or they are involved in an OSHA recordable on-the-job accident. Testing for these two reasons will only be done by evidential breath testing device (breathalyzer).
4. Any participant who is convicted of a drug or alcohol crime occurring in the workplace or while on company assignment and who is employed by an WSA Alliance affiliated employer must report this information to his/her immediate supervisor no later than five (5) days after such conviction. The supervisor must convey this information to the appropriate employer representative.
5. Participants subject to this policy continue to have access to the usual protections provided as a part of their union membership and/or as members of bargaining units covered by collective bargaining agreements. If a participant is aggrieved by any action taken under this Policy and his/her complaint cannot be resolved the complaint may, if the participant or Union requests, be referred as a grievance under the grievance and arbitration provisions of the participant's collective bargaining agreement. In the event the matter is referred to arbitration, the provisions of this Policy shall bind the arbitrator substantively.

TESTING

All participants of the WSA Alliance affiliated employers will be subject to the WSA Alliance program, and will be tested at least once, but not limited to one occasion during each 24-month period. Testing will be done through a computerized selection program.

Testing will take place on a regular basis. Participants selected for random/periodic testing will be instructed to report to a participating collection site by the end of the next business day. Their employer will give employees one hour off with regular pay and fringe benefits. If the participant is currently unemployed he/she will receive a dollar amount equal to one-hour regular pay with fringe benefits from the WSA Alliance. The employer will provide the participant with the names of collection site locations. The participant will receive a chain-of-custody form and an Employee Notice of Policy, Consent and Release form (Exhibit A) from the employer or at the collection site. Alternatively, for electronic chain-of-custody forms, the employer can provide an authorization code to be given to the collection site by the participant. Whenever a participant is directed to submit to a test, the participant should contact the collection site to verify the site's hours of operation and notify the collection site at the time of testing that he/she are testing under the WSA Alliance Program. A copy of the Notice of Policy, Consent and Release Form appears as Exhibit A. (Exhibit A must be faxed back to the Administrator at CDS Services, Inc., Inc.)

Participants may also be tested if there is "reasonable suspicion" to suspect that a participant's work performance or on-the-job behavior is affected in any way by drugs or alcohol. (See Exhibit D)

To implement an appropriate and acceptable program, the WSA Alliance has adopted six (6) safeguards that reflect the standards established by the U.S. Department of Health and Human Services (DHHS) and the National Institute of Drug Abuse (NIDA). Those safeguards are as follows:

1. The integrity of collected urine specimens will be insured by utilization of one collection procedure at all sites. Samples will be collected in accordance with federal standards that provide for a continuous chain of custody and which recognize privacy concerns regarding the

participants being tested.

2. Carefully selected accredited laboratory that have also obtained and retained DHHS certification will conduct testing.
3. All drug tests that screen non-negative must be confirmed by gas chromatography/mass spectrometry (GC/MS).
4. A Medical Review Officer (MRO) will review all non-negative drug test results received from the laboratory prior to confirming the test result as positive. The MRO is a physician with specialty training and expertise in substance abuse and drug testing. The MRO will review non-negative test results to insure that proper procedure, protocol, and reporting is done. The MRO will interview the person with a non-negative test result by telephone to assess whether any legitimate explanation exists for the non-negative test result. The participant must contact the MRO by telephone to discuss the non-negative test result received from the laboratory. The MRO also notifies participants that they will have three working days from the date they are notified of their result to make and support any explanations or rebuttal they have for such results, and will have five working days from the date they are so notified to request, and make satisfactory arrangements to pay for a retest. If the participant with non-negative lab result does not contact the MRO after 24 hours, the MRO will notify the Administrator of CDS Services, Inc. that the participant has been ruled as an administrative positive.
5. Urine samples will be separated into two containers at the time the sample is collected. One portion of the original urine sample shall be kept secure and chemically stable and made available for verification of laboratory testing results. Diluted specimens will be considered invalid and the participant will be required to immediately submit to another test. Unsuitable specimens will be considered invalid and the participant will be required to discuss the unsuitable result with the MRO and immediately submit to another test under observation. A participant may be removed from active duty for a diluted or unsuitable specimen. Adulterated and substituted specimens will be considered as a positive test result and the participant will be removed from active duty and not eligible for referral or rehire until the participant is evaluated by the MAP/EAP and has initiated or completed the recommended treatment program. The WSA Alliance uses U.S. Department of Health and Human Services guidelines to determine when specimens are adulterated, diluted, unsuitable or substituted. All drug test positive samples will be retained in a locked frozen facility at the testing laboratory for one year. The retained urine samples will be available should the results of that test be disputed or should arbitration or litigation arise out of the actions taken because of the test results.
6. Employees who have confirmed medical conditions that do not permit them to provide a valid urine specimen (for example, employees on diuretics, employees required due to medication or other conditions regularly to consume large amounts of fluids, employees undergoing dialysis) will be permitted to satisfy the testing requirements through alternative means of testing such as blood or saliva testing. These arrangements will require medical documentation and will be considered on a case-by-case basis.

On a periodic basis, the WSA Alliance, through CDS Services, Inc., will submit blind pre-tested urine samples with appropriate documentation to the drug-testing laboratory as a means of assuring laboratory proficiency.

As a further protection to the six (6) listed safeguards and the representation described above, the WSA Alliance reserves the right to contract the services of a toxicologist or other appropriate independent professional to audit the collection facilities and the drug-testing laboratory as deemed necessary. The purpose of this audit shall be to insure that guidelines developed to protect the

Administered by CDS Services, Inc.
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(314) 645-5577
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participant's rights, the interest of the WSA Alliance, and all those affiliated with the WSA Alliance are rigorously adhered to and to insure that those procedures used to conduct drug testing continue to meet or exceed the standards of performance established by federal guidelines.

CONSEQUENCES

1. Participants who test non-compliant shall be required to comply with the following:
 - a. Upon a first non-compliant test, the participant will be referred to the MAP/EAP for an evaluation and must complete the recommended treatment or education program, which will include accelerated testing. See Exhibit E.
 - b. Upon a second non-compliant test within a two-year period, the participant will be referred to the MAP/EAP for an evaluation and must complete the recommended treatment or education program. In addition, the participant will be placed in the accelerated testing program for one year following his/her return to work. See Exhibit E.
 - c. Upon a third non-compliant test within a two-year period from the preceding (second) test, the participant will be referred to the MAP/EAP for an evaluation and must complete the recommended treatment or education program. In addition, the participant will be placed in the accelerated testing program for one year following his/her return to work.
 - d. Upon a fourth non-compliant test within a two-year period from the preceding (third) test the participant will be referred to the MAP/EAP for an evaluation and must complete the recommended treatment or education program. In addition, the participant will be placed in the accelerated testing program for one year following his/her return to work. The participant shall be terminated from employment and, if the referral procedure policy provides, shall be ineligible for referral until he/she has satisfactorily completed the assigned treatment or other program.
 - e. The two-year period described (in a through d) above is a rolling two-year period, which commences on the date of any non-compliant test.
2. As outlined herein, a first or second non-compliant test shall not be the sole basis for termination. However, participants who are in non-compliance with the WSA Alliance program will be removed from active duty and are not eligible to return until the MAP/EAP evaluates the participant and the participant has initiated or completed the recommended treatment program. For purposes of this provision, "non-compliance" shall be determined by the Administrator and shall mean:
 - a. Failing to take a test as scheduled
 - b. Failing to keep a scheduled appointment with the MAP/EAP
 - c. Failing to participate in and/or complete the assigned treatment or education program.
 - d. Substituting another substance or specimen for their urine specimen (including their own previously excreted urine)
 - e. Providing a dilute specimen for a second time without a valid medical explanation

- f. Providing a urine specimen that shows the presence of an adulterant
 - g. Testing positive.
-
- 3. Where the program's MAP/EAP recommends treatment or education, the participant may nevertheless return to work or be referred from the "out of work list" once a return to work release has been obtained from the MAP/EAP.
 - 4. Discipline of bargaining unit members for policy violations addressed or not expressly addressed in this policy shall be in accordance with the Collective Bargaining Agreement. The grievance procedure shall be made available to all collective bargaining personnel. Non-collective bargaining personnel shall be subject to internal company discipline procedures.
 - 5. Nothing in this policy shall be construed to authorize any action that is unlawful under federal or state law.

REASONABLE SUSPICION TESTING

The "reasonable suspicion" standard is applicable to, but is not limited to, any on-the-job accident, particularly where there is a fatality, serious bodily injury or significant property damage.

Reasonable suspicion testing, or testing based on abnormal or unusual behavior or other circumstances sufficient to lead a reasonable person to suspect that a participant is using under the influence of, or is in possession of an intoxicant shall be established by an immediate supervisor and should be confirmed by one other supervisor whenever feasible. The immediate supervisor shall document, in writing, the incident and the reasonable cause basis for such testing. The documentation shall specifically detail the actions of the participant, the location, date, time, length of observation, any witnesses, and should be signed by the supervisor who witnessed the incident. See Exhibit D.

Participants who are union members subject to this policy continue to have access to the usual protections provided as a part of their union representation/membership. If a participant is aggrieved by any action taken under this Drug Policy and his/her complaint cannot be resolved, it may be, if the participant or Union requests referred as a grievance under the grievance and arbitration provisions of the participant's collective bargaining agreement. The arbitrator shall be bound substantively by the provision of this Drug Policy.

Refusal to take the reasonable suspicion test or failure to comply with all necessary elements of the testing program may result in the participant being disciplined up to and including discharge by the WSA Alliance affiliated employer. Participants who as a result of testing for reasonable suspicion, lose time from work while awaiting the test results, and who are found to be negative or below the established levels of prohibited substances in their specimens, shall be reimbursed at their applicable rate of pay for lost time from work by the participant's respective employer.

Any participant who disputes positive results shall have the right to have his/her initial sample independently re-tested by a DHHS certified laboratory of his/her choice, at his/her own expense, within five working days of when he/she was notified of the test results. A portion of the initial sample shall be forwarded under chain-of-custody directly by the WSA Alliance testing laboratory to the laboratory selected by the participant. Evaluation of the drug test must be performed by a qualified MRO approved by the WSA Alliance. If the second lab report test reveals negative results, then both tests will be considered negative. Under these circumstances, the affiliated contractor/employer has agreed to reimburse the participant for compensation lost during the period of his/her removal and the WSA Alliance will reimburse the participant for the cost of the second test.

A participant whose positive test results are confirmed will be referred to the MAP/EAP by the MRO. The participant is expected to attend all appointments with the MAP/EAP counselor and comply with treatment recommendations.

TRAVELING CRAFTSPERSON AND TEMPORARY ASSIGNMENT

There may be times when certain jobs require the recruitment of traveling craftsperson. It is the position of the WSA Alliance that all traveling craftsperson be subject to both initial and random testing. This provision will also apply to those individuals working under the portability rules. In order to avoid situations wherein a craftsperson will be forced to have one (1) or two (2) uncompensated days while waiting for the results of the initial urine drug screen to be reported, traveling craftsperson will be allowed to report to work immediately after providing a urine specimen for testing. The craftsperson understands and accepts that should his/her urine test positive for any prohibited substance; their employment will be summarily terminated without obligation or further compensation. Such termination shall also be subject to the participant's rights under his/her collective bargaining agreement.

Participants who are called to work assignments that are anticipated to last three (3) days or less are subject to the WSA Alliance drug-free workplace policy, but may be exempt from the drug-testing program. If the assignment subsequently exceeds three (3) days, or if the participant accumulates more than three (3) days, the participant becomes subject to the drug-testing program.

Participants will be allowed to remain at work after three (3) days if they provide a urine sample for testing. Should the test be reported as positive, the participant shall be subject to discipline up to and including termination by the WSA Alliance affiliated contractor, subject to the participant's rights under his/her collective bargaining agreement.

ADMINISTRATIVE RULES

GUIDELINES FOR SPECIMEN COLLECTION SITES

The urine collection process will follow to the extent and in the manner provided in DHHS guidelines.

1. The participant will be asked to provide picture identification (Company identification card, driver's license, etc.) to the attendant at the collection site.
2. Participants who want a hard copy of their drug test results may send a notarized request and a certified check for \$15.00 to CDS Services, Inc., 2348 Hampton Ave., St. Louis, MO 63139. The request should include their name and Social Security number.
3. If the drug test is for reasonable suspicion purposes and not random, the supervisor or another manager is required to accompany the participant to the specimen collection location. A union representative or steward may also accompany the participant along with a supervisor or manager. Upon arrival at the collection facility the following procedures apply for drug testing:
 - a) Participant should be escorted to a collection room and asked to provide an unadulterated urine specimen in the collection cup provided.
 - b) The cup should be filled to 60 ml.
 - c) The specimen cup should be returned to the medical technician who will witness the participant initialing and dating the integrity seals placed on the specimen.
 - d) Verify the proper spelling of the participant's name as recorded on the log sheet.
 - e) Verify that the participant's social security number has been properly recorded.

- f) Verify that the chain-of-custody form number placed on the specimen bottle is the same as that on the chain-of-custody form.
4. The following procedures apply for alcohol testing. Alcohol testing will not be done on a random basis.
- a) Alcohol testing shall be conducted in a location that affords visual and aural privacy to the individual being tested.
 - b) The participant is required to show proper identification when arriving at the test site. The Breath Alcohol Technician (BAT) shall then explain the testing procedure to the participant.
 - c) The BAT must supervise only one participant's use of the Evidential Breath Testing device (EBT) at a time. The BAT is not to leave the testing site while the test is in progress.
 - d) An individually sealed mouthpiece shall be opened in view of the participant and attached to the EBT.
 - e) The BAT shall instruct the participant to blow forcefully into the mouthpiece for at least (six) 6 seconds or until the EBT indicates that an adequate amount of breath has been obtained.
 - f) If the result is 0.02 or greater, a confirmation test must be performed as provided.
 - g) The confirmation test shall be conducted within 15 minutes of the completion of the screening test.
 - h) A new mouthpiece must be opened and used for the confirmation test.
 - i) The confirmation test result is deemed to be the final result upon which any action under operating administration rules shall be based.
5. If the test is for reasonable suspicion purposes and not random, after the appropriate specimens have been collected, the company supervisor will then take the participant home or to another safe place. In no instance should the participant be allowed to drive home on his/her own. All reasonable effort, short of force, should be used to convince the participant that his/her should be taken home, including contact with family members, taxi service, etc. If it appears that the participant will attempt to operate a motor vehicle, and all reasonable attempts short of force have failed to dissuade the participant, the proper authorities should be called and advised of the situation.
6. Immediately after return to the work location, the company supervisor should complete all documentation and prepare a report of all of the events that occurred from the initial observation of reasonable suspicion through the testing process and the disposition of the participant. This report should be sent to his or her immediate supervisor directly following the incident or in any event on the same day. See Exhibit D.

DRUG TESTING CUT-OFF LEVELS

These levels may be modified by the WSA Alliance to remain consistent with the Department of Health and Human Services guidelines or customary practices in the testing industry.

The drug-testing program will be directed at the detection of the following drugs at these established levels:

DRUG GROUP	DRUG OR METABOLITE DETECTED	INITIAL TEST LEVEL NG/ML	GC/MS Confirmation
AMPHETAMINE	Amphetamine	1000 NG/ML	500 NG/ML
	Methamphetamine	1000 NG/ML	500 NG/ML
COCAINE	Benzoylcegomine	300 NG/ML	150 NG/ML
MARIJUANA	Delta 9 THC, 9 COOH	50 NG/ML	15 NG/ML
OPIATE	Codeine	2000 NG/ML	2000 NG/ML
	Morphine	2000 NG/ML	2000 NG/ML
PHENCYCLIDINE	PCP	25 NG/ML	25 NG/ML
BARBITURATES	Diverse	300 NG/ML	200 NG/ML
BENZODIAZEPINE	Oxazepam	300 NG/ML	200 NG/ML
METHADONE	Methadone	300 NG/ML	200 NG/ML
METHAQUALONE	Methaqualone	300 NG/ML	200 NG/ML
PROPOXYPHENE	Propoxyphene	300 NG/ML	200 NG/ML

An alcohol test for post-accident or for cause will be done by Breathalyzer testing and will be a reported positive at a concentration of .02 or higher.

RANDOM/PERIODIC SELECTION PROCESS

Participants will be selected randomly from the 50% pool. The names of selected participants will not be returned to the pool, so that every two years all employees will have been tested at least once. At the same time all participants will be part of a second pool, referred to as the periodic pool, in which 10% of the participants will be selected for testing each year. Participants in the 10% pool can be selected for testing at any time even if they have been selected recently from the 50% or 10% pools.

PROTOCOL FOR A POSITIVE TEST

1. Upon verifying that a drug test is a confirmed "positive," the MRO will contact CDS Services, Inc. notifying them of the positive test result. CDS Services, Inc. will contact the Communicator who will provide the Reinstatement Requirements to the participant. If the participant chooses not to utilize the MAP/EAP or not to follow the MAP/EAP's recommendation, he/she will be required to wait for thirty (30) days from the date of initial contact with the MRO before being allowed to test again. During this thirty-day waiting period, the participant must be terminated by the contractor and is ineligible for referral. See Exhibit E.
 2. Upon making the phone call to the MAP/EAP, the participant will be set up for an evaluation appointment. During the evaluation, the MAP/EAP counselor will request that the participant sign a release authorizing MAP/EAP communication with CDS Services, Inc. regarding contact and cooperation. If the participant chooses not to sign the release, utilize the MAP/EAP or follow the MAP/EAP's recommendation, he/she will be required to wait for thirty (30) days from the date of initial contact with the MRO before being allowed to test again. During this thirty-day waiting period, the participant must be terminated by the contractor and is ineligible for referral. (See Exhibit E)
 3. Once the participant agrees to the MAP/EAP program he must complete it or be considered non-compliant. The participant may no longer wait out 30 days.
 4. Once the MAP/EAP counselor feels the participant is ready to return to work, the counselor will determine a drug-testing regimen, the first test of such regimen being used as one factor in the return to work criteria.
 5. The MRO will be brought back into the process with the occurrence of a subsequent "positive" test.
-



CDS Services, Inc.

AN INTERNATIONAL ON-SITE DRUG TESTING, SAFETY & MEDICAL MANAGEMENT COMPANY

**PLUMBING INDUSTRY
DRUG FREE WSA ALLIANCE**

EXHIBITS

Office: 314-645-5577
800-439-1454

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CDS Services, Inc.

AN INTERNATIONAL ON-SITE DRUG TESTING, SAFETY, MEDICAL MANAGEMENT COMPANY

ST. LOUIS CONSTRUCTION INDUSTRY SUBSTANCE ABUSE CONSORTIUM POLICY

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Reinstatement Requirements Form	Exhibit E



CDS Services, Inc.

AN INTERNATIONAL ON-SITE DRUG TESTING, SAFETY & MEDICAL MANAGEMENT COMPANY

EXHIBIT A

PLUMBING INDUSTRY DRUG FREE WSA ALLIANCE EMPLOYEE NOTICE OF POLICY, CONSENT AND RELEASE

Your Employer is a member of the Plumbing Industry Drug Free WSA Alliance (WSA Alliance), which prohibits the use, abuse, presence in the body, or reporting to work under the influence, bringing onto the worksite, the unlawful manufacture, distribution, possession, transfer, storage, concealment, transportation, promotion or sale of illegal and unauthorized drugs, controlled substances, alcoholic beverages or drug related paraphernalia by employees, and any of the forgoing is a violation of this WSA Alliance and will subject the employee to disciplinary action, up to and including immediate termination.

The following types of testing will be conducted under the WSA Alliance by use of urine, breath, saliva or blood:

**Pre-Employment Testing
Post-Accident/Incident Testing
Return-to-Work Testing**

**Random/Periodic Testing
Reasonable Suspicion/Cause Testing
Accelerated/Follow-up/Probationary Status Testing**

A copy of the WSA Alliance Policy has been provided to me. I understand that my refusal to submit to an alcohol or drug test, or my refusal to cooperate fully with the drug testing procedures, a positive test result, or any violation of the Policy, will be sufficient cause for disciplinary action, up to and including immediate termination. Any and all discipline provided hereunder against Union-represented bargaining unit employees shall be subject to the grievance/arbitration provision of the parties' applicable Collective Bargaining Agreement.

This will acknowledge that I have read and understand the above and that I have been given a copy of the WSA Alliance Policy and agree to comply with the Policy. I consent to have trained personnel collect urine, breath, saliva or blood samples from me to determine the presence or use of illegal drugs or controlled substances and alcohol.

I authorize the release of my test results to my current Employer for employment purposes, my Employer's Third-Party Administrator (TPA), the clinic, the laboratory, MAP/EAP, and the Medical Review Officer (MRO), as legally required and upon request to the parties of a grievance initiated by the employee or Union. In addition, I authorize the TPA to add my name and related eligibility status to the Program database for other Contractor companies that could be my future employers to view my eligibility status.

I authorize the MRO to verify my health information as it pertains to my drug test results with my prescribing physician and issuing pharmacist.

In the event the drug and alcohol test results are positive, I acknowledge that I have the right to request that the original sample be retested by a SAMHSA certified laboratory of my choice. The request must be made to the MRO within twenty-four (24) hours of when I am notified of a confirmed positive test. I shall pay the initial cost of \$180.00 by money order for a retest in advance to CDS Services, Inc., 2348 Hampton Ave., St. Louis, MO 63139. In the event that said retest should prove to be negative, I will be reimbursed for the cost of the test, paid any back wages and benefits lost, and made re-eligible for hire if work is available or reinstated as an employee provided work is available on the Employer's property.

Employee **SIGNATURE**

SSN / Employee ID Number

Craft/Trade

Employee **PRINTED** name

Employer

Date

Please Fax To: 314-645-6767 or 866-645-6767



CDS Services, Inc.

AN INTERNATIONAL ON-SITE DRUG TESTING, SAFETY & MEDICAL MANAGEMENT COMPANY

PLUMBING INDUSTRY DRUG FREE WSA ALLIANCE

EMPLOYER/UNION REGISTRATION

Employer/Union Legal Name _____

Street Address _____
(Billing Address - NO PO BOX)

City _____ State _____ Zip _____

Phone Number () _____ Fax () _____

E-mail Address: _____ E-Invoice Address: _____
(Address to E-mail invoices)

COMMUNICATORS

Please designate one (1) Primary and one (1) Alternate communicator. Your communicators will be the only persons from within your organization that will be able to request, receive and/or discuss testing result information. I hereby authorize remove the following communicators:

The following person is designated as our **PRIMARY** communicator:

The following person is designated as our **ALTERNATE** communicator:

This agreement by and between CDS SERVICES, INC. (CDS) and the above listed COMPANY/UNION consists of the following understandings and conditions: COMPANY/UNION designates CDS to act in the capacity of their agent as it applies to the services provided by CDS. COMPANY/UNION understands that information is to be requested only by its designated personnel (COMMUNICATORS) for the sole business purposes falling within the scope of their official duties. Communicators understand that all testing information is to be kept highly confidential.

Signature of Company Official

Title

Date

For CDS use only

Received _____

Client # _____

Please Fax To: 314-645-6767 or 866-645-6767



AN INTERNATIONAL ON-SITE DRUG TESTING, SAFETY & MEDICAL MANAGEMENT COMPANY

PLUMBING INDUSTRY DRUG FREE WSA ALLIANCE

COMMUNICATOR AUTHORIZATION AND SETUP

EACH COMMUNICATOR MUST SUBMIT A SEPARATE COPY OF THIS FORM

A COMPANY OFFICIAL MUST DESIGNATE THE PRIMARY AND ALTERNATE COMMUNICATORS FOR YOUR COMPANY. YOUR COMMUNICATORS WILL ACT AS THE SOLE CONTACT PERSONS FROM WITHIN YOUR COMPANY AND WILL BE RESPONSIBLE FOR THE ADMINISTRATION OF THE PROGRAM AND THE RECEIVING OF NON-NEGATIVE AND POSITIVE TEST RESULTS. COMMUNICATORS DESIGNATED BY THE COMPANY OFFICIAL, UNDERSTAND THAT ALL TEST RESULTS MUST BE KEPT CONFIDENTIAL AND WILL NOT BE RELEASED TO ANYONE.

COMPANY/UNION OFFICIAL:

I authorize the below listed employees to act as our communicators:

Signature of company official _____ Title _____

Company/Union Name _____

INSTRUCTIONS FOR THE COMPLETION OF THIS FORM:

Each communicator must submit a separate copy of this form signed by a company official indicating their individual password in the appropriate space. Your password can be up to ten (10) letters in length. Please select your password carefully, as it will be requested from you as a means of identification. CDS will assign your access number and notify you of such.

NO INFORMATION WILL BE RELEASED WITHOUT A VALID ACCESS NUMBER AND PASSWORD

The following person is to be our PRIMARY ALTERNATE communicator:

Name _____ Title _____

Cell Phone Number _____ Beeper # _____

E-mail Address _____

Password _____

CDS will mail you a confirmation letter with you PASSWORD and an assigned ACCESS NUMBER. No information will be released to you by our office without furnishing us with this ACCESS NUMBER and PASSWORD.

PLEASE FAX TO:
314-645-6767 or 866-645-6767

CDS Services, Inc.

AN INTERNATIONAL ON-SITE DRUG TESTING, SAFETY & MEDICAL MANAGEMENT COMPANY

PLUMBING INDUSTRY DRUG FREE WSA ALLIANCE

REASONABLE SUSPICION/CAUSE DOCUMENTATION

Prepare this form every time an Employee is suspected of alcohol and / or drug use by actions, appearance or conduct which constitutes a major change in the person's appearance and / or behavior.

Employee Name: _____

Date of Observation: _____

Time of Observation: From: _____ AM or PM To: _____ AM or PM

Location _____

Observed behavior - circle all appropriate items:

SPEECH

thick incoherent
rapid excessive
slurred

BALANCE

unsteady
swaying
falling

WALKING

stumbling
staggering
grasping for support

EMOTIONAL INDICATORS

depression withdrawal
anxiety moodiness
alienation irritability

PHYSICAL INDICATORS

pupils dilated cold sweats
redness of eyes rapid breathing
weight loss neglect of personal hygiene
loss of appetite odor of marijuana
tremors odor of an alcoholic beverage

Other abnormal behavior observed: _____

To the best of my knowledge and belief, this report represents the appearance, behavior and / or conduct of the above named employee, observed by me and upon which I base my decision to request said employee to submit to reasonable suspicion/cause drug and alcohol testing.

Above behavior witnessed by:

Signature of Company Official

Signature of Witness

Date

Date

**Please Fax To:
314-645-6767 or 866-645-6767**



AN INTERNATIONAL ON-SITE DRUG TESTING, SAFETY & MEDICAL MANAGEMENT COMPANY

PLUMBING INDUSTRY DRUG FREE WSA ALLIANCE REINSTATEMENT REQUIREMENTS

As a result of your confirmed positive drug or alcohol test, you have been placed in the Non-Compliant Pool. While you are in this pool you are disqualified from employment with the Company until the following conditions have been met:

A. Completion of a Substance Abuse Assessment, Rehabilitation and/or Treatment Program

- 1. You should contact the MAP/EAP at 312-226-5000 immediately to begin this process because:
a. Your failure to promptly seek and enroll within a reasonable period of time in a substance abuse assessment, rehabilitation or treatment program, or
b. Your failure to participate in an approved assistance program, or
c. Your abandonment of a treatment program prior to completion and/or being properly released will disqualify you from employment with the Company.
2. You must provide evidence to CDS of your completion, or release from the MAP/EAP prior to taking your return-to-work drug test.

B. If you elect not to seek MAP/EAP, you will be disqualified from employment for thirty (30) days.

C. A Negative Return to Work Drug and Alcohol Test

Upon the completion of your MAP/EAP and completion of consequences for violation of the Substance Abuse Testing Policy, you will be required to successfully pass a return-to-work drug and alcohol test. This test must be conducted at a site approved by CDS. For further assistance, contact CDS at 1-800-439-1454.

D. Completion of Consequences for Violation of the Substance Abuse Testing Policy

Refer to the Substance Abuse Testing and Treatment Policy for Consequences of Violation.

E. Probationary Status

Once you have provided a negative return to work drug and alcohol test, you can be returned to the Compliant Pool and be eligible for employment with the Company under a probationary status. Employees being returned to the Compliant Pool will be subject to additional drug and alcohol tests based on the MAP/EAP recommendation.

Please acknowledge your understanding by completing the following:

I elect to: Complete an Assessment, Rehabilitation and/or Treatment Program []
Not seek Assessment, Rehabilitation and/or Treatment Program []

Employee signature _____ SSN / Union Card Number _____ Date _____

Employee PRINTED name _____ Employer _____

Witnessed by _____ Date _____

Please fax completed form to: 314-645-6767 or 866-645-6767