

MEMORANDUM AGREEMENT

This Side Letter is entered into between the Chicago Journeyman Plumbers' Local 130, U.A., AFL-CIO ("Union"), and the Mid-America Regional Bargaining Association ("MARBA"). This Side Letter amends the terms of the Collective Bargaining Agreement entered into between the above parties, whose term is June 1, 2020, through May 31, 2025 (hereinafter CBA) and is not intended to open the CBA for any matters not addressed in this side letter.

This Side Letter is intended to allow the Technical Engineers employees who are employed by Employers signatory to the CBA and those Technical Engineer supervisors for whom contributions are made to the benefit funds (collectively referred to as "covered individuals") to participate in the Plumbers' Retirement and Savings Fund, Local 130, U.A., so that they also have the same benefits as the Indiana Technical Engineers.

Article IV, Section 2 of the Agreement is amended to include the following underlined language:

The Employer shall contribute to the Plumbers' Retirement and Savings Fund, Local 130, U.A., contributions at the rate as set forth in the Wage and Benefit Addendum for each hour worked by each covered individual, plus such additional amounts as the Union may allocate each contract year in its sole discretion, not to exceed the already agreed upon total economic package.

As of January 1, 2022, the Union designates \$2.75 per hour worked by each covered individual to the Plumbers' Retirement and Savings Fund, Local 130, U.A. Such designation does not modify or increase the economic increase that took effect June 1, 2021 nor does it modify the \$2.66 economic increase the parties had previously agreed upon set to take effect June 1, 2022. The \$2.75 referenced above will arise out of a reallocation, at the Union's sole discretion, of the monies designated for the various funds already established under the CBA. The Union will timely notify each signatory Employer of its allocations.

The parties also agree that as of January 1, 2022, there shall be a reduction in the total economic package in the amount of \$0.36 per hour for each hour worked by each covered individual. The Union will timely notify each signatory Employer of the revised allocations to effect this reduction.

The respective Trustees of the Pension, Welfare, Retirement Savings and/or **Technical Engineers Education** Funds, shall have authority to determine the type and amount of benefits to be provided in each of said funds, the eligibility rules governing entitlement to benefits, and whether and to what extent benefits are to be provided for covered Employees.

The failure to contribute to the said Welfare, Pension, Retirement Savings and/or **Technical Engineers Education** Funds provided herein, shall for the purposes of the remedies the Union may pursue, be deemed the same as the failure of the Employer to pay wages, and the Union shall be permitted to remove workers whom they represent for non-payment of such contributions, anything to the contrary in this Agreement notwithstanding.

The Trustees of the aforementioned Welfare, Pension, Retirement Savings and **Technical Engineers Education** Funds and the Union shall have the authority to audit the books and records of a participating Employer, either directly or through their authorized representative, whenever such examination is deemed necessary for the purpose of compliance with the provisions of this Agreement.

Plumbers Local 130, UA

By: James F. Coyne
Title: Business Manager
Date: 11/15/21

Mid-America Regional Bargaining Association

By: Keith Mude
Title: Chairman
Date: 11/9/2021