

Apr. |
February 26, 2023

Technical Engineering Division Local 130, U.A., the Mid-America Regional Bargaining Association mutually agree to modify Article IV, Section 2 of the 2020-2025 Collective Bargaining Agreement between the Union and Association and the Memorandum of Agreement entered into by the Union and Association on November 15, 2021, effective January 1, 2024 only as follows:

Add the following (New text underlined):

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 Technical Engineer employee and supervisor, plus such additional amounts as the Union may allocate each contract year in its sole discretion.

As of June 1, 2022, the Union allocates \$2.75 per hour worked by each Technical Engineer employee and supervisor who is employed by contractors performing work in Illinois under this agreement to the Plumbers' Retirement and Savings Fund, Local 130, U.A.

Also as of June 1, 2022, contractors who work in Illinois will be allocated by the Union, in its sole discretion, \$0.36 per hour for each hour worked by each Technical Engineer employee and supervisor who is employed by contractors performing work in Illinois under this agreement. The Union will timely notify each signatory Employer of its determination concerning the allocation.

The Trustees of the Plumbers' Retirement Savings Fund, Local 130, UA are authorized to create a 401(k) feature effective January 1, 2024. Upon creation, an employee may elect to participate in the 401(k) feature of the Plumbers Retirement Savings Fund, Local 130, UA. To participate, the employee must voluntarily sign a tax deferred savings authorization form approved by the Trustees directing the Employer to reduce the employee's hourly pay by at least \$0.50 per hour or multiples of \$0.50 per hour, up to the limit established by the Internal Revenue Code. The Employee shall not direct more than the annual limit established by the Internal Revenue Code. The employee's elective deferrals shall be withheld from the employee's weekly wages and are due as provided in Article IV Section 2, Appendix B of this Agreement. The bargaining parties agree that the first day of the following month, consistent with Article IV Section 2, Appendix B represents a reasonable period of time for purposes of accurately transmitting elective deferrals to the Fund Office due to the fluctuations in an employee's workweek and to avoid inaccurate reporting.

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

An Employee may change their deferral amount on July 1 of each year only. An employee may cease making salary deferrals at any time upon proper written notice to their Employer. Such employee may only resume salary deferrals on the following July 1.

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

- a. adopts and agrees to be bound by the terms and conditions of the agreements establishing and governing the Plumbers' Retirement Savings Trust Fund, and any amendments made thereto as though the Trust Agreement was set forth in full including any policies or procedures promulgated by the Trustees;
- b. agrees to provide the necessary participant compensation information as reasonably requested by the Plumbers' Retirement Savings Trust Fund on a timely basis consistent with the rules set forth by the Trustees of the Plumbers' Retirement Savings Fund, Local 130, UA. Such compensation shall only be used for purposes of administering the Plumbers' Retirement Savings Fund, Local 130, UA;
- c. ratifies, accepts and irrevocably designates as its representatives the Employer Trustees of the Plumbers' Retirement Savings Trust Fund, appointed from time to time in accordance with the terms of the Plumbers' Retirement Savings Trust Fund Trust Agreement; and
- d. agrees to contribute pay deferral amounts elected under this Article IV Section 2 into the Plumbers' Retirement Savings Trust Fund, and to be bound by all amendments hereinafter made as if the Employer had signed the original of said Trust Agreements and any Amendments from time to time or to be made.

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 eligibility rules governing entitlement to benefits, and whether and to what extent benefits for covered Employees.

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

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

[SIGNATURES TO FOLLOW]

Plumbers Local 130, UA

By: James F. Coyne

Title: Business Manager

Date: 4/27/23

Mid-America Regional Bargaining Association

By: Keith M. Moe

Title: Chairman

Date: 4/25/23