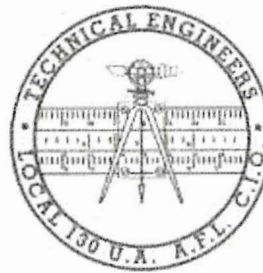


TECHNICAL ENGINEERS AGREEMENT

between

MID-AMERICA REGIONAL BARGAINING ASSOCIATION
(MARBA)



and

TECHNICAL ENGINEERING DIVISION
LOCAL UNION 130, UA

TERM OF AGREEMENT

June 1, 2020 through May 31, 2025

TECHNICAL ENGINEERING DIVISION, LOCAL UNION 130, AFL-CIO
1340 W. Washington Blvd, Chicago, Illinois 60607 312-421-1010



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TECHNICAL ENGINEERING DIVISION, LOCAL UNION 130, AFL-CIO
1340 W. Washington Blvd, Chicago, Illinois 60607 312-421-1010

TECHNICAL ENGINEERING DIVISION
LOCAL UNION 130, UA

Term of Agreement
6/1/2020– 5/31/2025

This Agreement is entered into effective June 1, 2020, by and between the MID-AMERICA REGIONAL BARGAINING ASSOCIATION (MARBA), for and on behalf of the present and future members of its member associations, together with such other Employers who become signatory to this Agreement (referred to herein as “Employer or Employers”) and the TECHNICAL ENGINEERING DIVISION LOCAL UNION 130, UA, AFL-CIO, under its jurisdiction in Cook, Lake, Will and DuPage Counties, Illinois (hereinafter referred to as the “Union”).

This Agreement shall be in full force and effect for five (5) years, from June 1, 2020 through May 31, 2025.

The Standard Agreement of the Construction Employers’ Association of Chicago, Inc., and the Chicago and Cook County Building and Construction Trades Council, is hereby made a part of this Agreement. Should an impasse occur between the Union and the Association in future negotiations of this contract, the impasse will be resolved by the Joint Conference Board as called for in Article VIII of the Standard Agreement between the Construction Employers’ Association and the Chicago and Cook County Building and Construction Trades Council, readopted April 12, 1983.

ARTICLE I

SECTION 1. The Employer has the exclusive right to hire employees without regard to their membership or lack of membership in the Union. If the Employer so desires, he may request the Union to inform workers that the Employer has jobs available, but the employment or rejection of such worker shall be the Employers’ prerogative. The Union, when so requested, may inform workers that the Employer has jobs available, and if it does inform such workers, it shall be done without regard to their membership or their lack of Union membership. However, employees must get a Referral Slip from the Union Office when changing jobs to present to the new Employer before starting to work. The purpose of this is to protect the member’s wages and rights under the Pension and Welfare Plans. In issuance of referral slips there will be no discrimination on the basis of race, creed, color, national origin, sex or age.

Should any question arise concerning the compliance of any provision of this Agreement with any federal, state, or local government laws or regulations relating to equal employment opportunity, the parties shall meet upon reasonable notice to consider the necessity of amendment of this Agreement by mutual assent.

SECTION 2. It shall be a condition of employment that all employees of the Employer covered by this agreement who are members of the Union in good standing on the date on which

this Agreement is signed shall remain members in good standing and those who are not members on the date on which this Agreement is signed, shall, on the seventh day following the date on which this Agreement is signed, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the date on which this Agreement is effective, shall, on the seventh day following the beginning of such employment become and remain members in good standing in the Union.

It is further understood and agreed that no Employer shall discriminate against any employee; refuse him employment or refuse to continue him in employment of non-membership in the Union, if the Employer has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally available to other members, or if the Employer has reasonable grounds for believing that membership in the Union was denied or terminated for reasons other than the failure of the employee to tender the normal dues and the initiation fees uniformly required, as a condition of acquiring or retaining membership.

SECTION 3.

(a) MANAGEMENT PERSONNEL AND TRAINEES The Union recognizes that surveying instruments and tools may be used by executive, administrative, and supervisory personnel, as defined in title 29, Section 213 U.S.C.A. and the Regulations promulgated with relation thereto, and management trainees as hereinafter defined.

(b) A management trainee is defined as a permanent employee who, because of education, background, leadership ability or special talents, is accepted into a company management development program, one phase of which is line and grade work. Management trainees employed in a company management development program will be registered with the Chicagoland Associated General Contractors (CAGC). Upon notification from the Chicagoland Associated General Contractors (CAGC) of said registry, the Union will forward to the Employer, at no charge to the trainee or Employer, a temporary working card which shall remain in effect one year from the date of issuance; such temporary working card shall be renewable for a period of one (1) additional year. The trainee must carry the temporary working card with him, and upon request, this card must be shown. The Union agrees that it will not interfere with the customs and practices in these categories of the building and construction industry. However, the Union has the right to reopen this Agreement at the appropriate time, in respect to this section of the Agreement. Also the Union has the right to the Arbitration Procedure when it feels this section of the Agreement is being abused.

SECTION 4. The Union agrees that it will not interfere with the existing practices and customs of other Unions affiliated with the AFL-CIO.

SECTION 5. SUBCONTRACTING If an Employer bound by this agreement, contracts or subcontracts any work covered by this Agreement to be done at the jobsite of the construction, alteration or repair of a building, structure or other work, as described in Appendix A of this Agreement, to any other person or proprietor who is not signatory to this Agreement, the Employer shall require such subcontractor to be bound by all provisions of this Agreement, or the Employer shall maintain daily records of the subcontractor's or the subcontractor's Employees jobsite hours and be liable for payment to the Pension Fund - Technical Engineering Division, Local 130, UA The Plumbers' Welfare. Local 130, UA, and to the Trust Fund for Education, Technical Engineering Division, Local 130, UA, as provided for in this Agreement. These provisions shall not apply to any Employer who subcontracts to another Union Employer. Nothing in this Article shall make the Employer liable or responsible for any Union subcontractor's payment of wages or fringe benefit contributions.

SECTION 6. OTHER EMPLOYERS In no event shall an Employer be required to pay higher wage rates or be subject to more unfavorable contract terms, practices or work rules than those extended by the Union to any other Employer within the Counties of Cook, DuPage, Lake and Will County, Illinois. This clause shall not cover work performed by land surveyors.

It is understood and agreed that nothing in this Agreement in any way affects the right of the Union to enter into any agreement it so desires with any other Employer or group of Employers or to fulfill its bargaining obligations with any other Employer without in any manner being restricted by the terms and conditions set forth in this Agreement.

ARTICLE II

WORKING RULES

SECTION 1. DURATION This Agreement shall remain in full force and effect until 12:00 Midnight, May 31, 2025, except as hereinafter provided.

SECTION 2. HOURS, SHIFT WORK, AND OVERTIME PAY:
All work time shall be paid in the following manner.

(a) Single Shift: Normal working hours shall be 8:00 AM to 4:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday, with half-hour lunch period, between the hours of 11:30 AM and 1:30 PM each day, making a forty (40) hour week, straight time. At the Employer's option, the starting and quitting time specified may be varied by starting, not earlier than 6:30 AM, with an appropriate earlier quitting time, but any such deviation of the established starting and quitting time, as previously herein defined, must be reported to the Union; such variation shall be considered normal working hours.

Deviations in the above working hours may be made in special instances. However, these special jobs must not exceed five (5) consecutive days and shall have prior approval of the Union.

(b) Multiple Shift Work: When two or more shifts are employed for a period of more than five (5) consecutive days, the shift employed between the hours of 8:00 AM to 4:30 PM shall receive the regular rate of pay and shall be identified as the day shift. All other shifts outside of the day shift shall receive for hours worked, in addition to the regular rate of pay, premium pay equal to fifteen (15%) percent of the regular rate, which shall be identified as shift premium rate.

(c) Overtime Work: All time worked on any shift, outside the regular starting and quitting time for the shift, shall be considered overtime and be paid for at the rate of time and one-half, except work done between midnight Saturday and midnight Sunday, and on all legal holidays, as defined in this Agreement, shall be paid for at the rate of double time.

All members of the Union working on jobs that extend into or call for overtime shall be given the preference.

SECTION 3. HOLIDAYS New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or the days on which they are legally celebrated, shall be recognized as legal holidays, within the meaning of this Agreement and any work required to be done on such legal holidays shall be paid for hours worked at the double time rate.

SECTION 4. Any employees reporting for work upon order of any Employer, who is party to this Agreement, and not put to work for any reason except weather conditions, fire or accident or other unavoidable cause, shall receive two (2) hours pay (straight time) for the time lost.

SECTION 5. Nothing in this Agreement shall be construed to require the employment of more persons than in the opinion of the Employer are necessary to perform the work and during the work day each man shall do as many of the operations set forth in his classification as he can practically perform.

SECTION 6. All tools, other than six (6) foot engineer's rule and plumb bob, shall be furnished by Employer.

ARTICLE III

BRANCHES OF WORK AND CLASSIFICATIONS

Refer to Appendix A.

ARTICLE IV

SECTION 1. HIRING PROCEDURE – FOREMAN AND GENERAL FOREMAN

The Employer agrees that the first man to be hired from this Union on any project shall be a Layout Technician. Instrument Man, Rodman, or Apprentice's shall then be hired as needed. The fourth man hired shall be a Layout Technician. When the sixth man is hired, one of the previously hired Layout Technicians shall be designated as Layout Technician Foreman. This hiring procedure shall be repeated upon the hiring of additional men. When the fifteenth man is hired one of the previously hired Layout Technicians shall be designated as Layout Technician General Foreman, and shall supervise all other Foremen and Technical Engineers. See Appendix A for duties of the General Foreman.

SECTION 2. SCHEDULE OF HOURLY WAGES

Refer to Appendix B.

WELFARE, PENSION AND TECHNICAL ENGINEERS EDUCATION FUNDS

Effective **June 1, 2020**, the Employer shall contribute to the Plumbers' Welfare Fund, Local 130, UA the sum of sixteen dollars and fourteen cents (\$16.14) per hour worked for each Employee and supervisor covered by this Agreement, and shall contribute to the Pension Fund-Technical Engineering Division, Local 130 UA the sum of thirteen dollars (\$13.00) per hour worked for each Employee and supervisor covered by this Agreement, and shall contribute to the **Technical Engineers Education Fund**, the sum of one dollar and thirty seven cents (\$.1.37) per hour worked for each Employee and supervisor covered by this Agreement plus such additional amounts to the above Funds, as the Union may allocate each contract year in its sole discretion from its June 1, 2020, June 1, 2021 June 1, 2022, June 1, 2023 and June 1, 2024 total economic increase package.

The Welfare Fund contribution for Tech Trainee II, 1st year 1st six month Apprentices, 1st year 2nd month Apprentices, 2nd year Apprentices and 3rd year Apprentices will be lowered by \$5.00 per hour less than the then current Journeyman Welfare Fund contribution rate. See Appendix B.

The respective Trustees of the Pension, Welfare and/or **Technical Engineers Education Funds**, shall among other things, 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 of the Employer to contribute to the said Welfare, Pension and/or **Technical Engineers Education Funds**, as 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.

A grace period of fifteen (15) days shall be granted for Employers to submit reports and contributions as provided. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to 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, which interest and damages are additional contributions. The delinquent Employer shall also be responsible for any employee's claim for Welfare benefits arising during the period of such delinquency, which amounts are additional contributions.

Further, in the event the Trustees place the account in the hands of legal counsel for collection, the delinquent Employer shall be liable for reasonable attorneys' fees, and for all reasonable costs incurred in the collection process, including court fees, audit fees, etc. Reasonable attorneys' fees shall mean: All reasonable attorneys' fees in the amounts for which the trustees become legally bound to pay, including recovery of liquidated damages, audit costs, filing fees, and any other expenses incurred by the Trustees.

The Trustees of the aforementioned Welfare, Pension 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.

Each participating Employer shall make its books and records available to the Trustees for such purpose. In the event the audit discloses that the Employer, during the period of the audit, has underpaid its contributions and/or wages, the Employer shall be liable for the costs of the examination, including but not limited to, audit fees and reasonable attorneys' fees. The Trustees' authority to waive any costs shall be governed by the terms of the Trust Agreement.

For the purpose of the next preceding paragraph only, a supervisor shall be a person (other than sole proprietor or partner in an Employer) employed by an Employer who is a supervisor as defined in the Labor Management Relations Act, as amended, and (a) who was formerly a bargaining unit employee on whose behalf contributions were made into the Funds described in the next preceding paragraph; or (b) who is a member of the Union.

VOLUNTARY SAVINGS PLAN Removed

The Voluntary Savings Plan is hereby deemed to be deleted. The Union agrees to indemnify and hold harmless the Employers from any claims or losses incurred in relation to the elimination of the Voluntary Savings Plan during the period of June 1, 2020 through (end of contract)

1. EFFECTIVE August 1, 2014, all references in this Agreement to the 401 (K) Plan shall be deemed to be deleted.

DUES DEDUCTION The Employer agrees that each payroll period it will deduct the working dues 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 any 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 deduction and contributions to the Pension Fund, Welfare Fund, Education Fund, and MARBA Industry Advancement Fund (MIAF) but by separate check and with the report of hours.

SECTION 3.

(a) **PAYMENT OF WAGES** At the option of the Employer, wages shall be payable in the United States currency or by check. Failure on the part of the Employer to have sufficient funds in the bank to meet paychecks issued to employees covered by this Agreement, shall deprive such Employer henceforth from the right to pay by check and such Employer shall pay a sum equal to not less than the expense incurred in collection of the amounts due because of insufficient funds to meet checks so issued.

(b) The employees covered by the provisions of this Agreement shall accept and demand the wages stipulated in this Agreement under all circumstances and the Employer agrees that no employee shall receive less than the wage rates herein stipulated.

(c) Payment by the Employer and acceptance by the employee of less than the wage herein stipulated shall be a violation of this Agreement upon the part of each. Upon conclusive proof to an Arbitration Board, chosen as is hereinafter provided, of such violation, the Employer shall immediately pay the unpaid balance due, in accordance with the wage herein stipulated; and in addition thereto, shall pay the entire costs of the arbitration proceedings.

SECTION 4. PAY DAY It is agreed that the employees covered by the provisions of this Agreement shall be paid before quitting time on Wednesday of each week, except when the regular pay day is a legal holiday, in which case they shall be paid on the day before such holiday at quitting time.

Wages are to be paid up to and including 8:00 AM of the Monday preceding pay day. A worker quitting of his own accord shall be paid on the next regular pay day. A worker discharged or laid off shall be paid in cash or check on the job at the time he is laid off or shall be given a time check calling for two (2) additional hours to cover traveling time to be added to the amount to be paid the worker upon presentation at the office of the Employer. If the worker is not paid promptly upon arrival at the Employer's office and is required to remain there during working hours, he shall be paid for waiting time, Sundays and Holidays excepted.

SECTION 5. Intentionally Left Blank

SECTION 6. BOND REQUIREMENT. Each Employer shall be required to obtain, maintain in full force and effect and keep on file with the Union a bond to secure all wages and fringe benefits in accordance with Appendix "B", required of the Employer by this Agreement pursuant to the following schedule:

| Number of Employees | Amount of Bond |
|---------------------|----------------|
| 0 to 5 | \$10,000 |
| 6 to 15 | \$20,000 |
| 16 to 29 | \$30,000 |
| Over 30 | \$50,000 |

The Employer's average number of employees covered by this Agreement during the preceding three (3) months shall be used to determine the number of employees for purposes of computing the amount of the bond. If an Employer is required to furnish a larger bond, the Union shall notify the Employer in writing of said matter and the Employer shall provide the larger bond within thirty (30) days after it receives said written notification from the Union.

Each Employer will obtain the bond required by this Section with a minimum rating of B+ according to the Best or Moody rating service. The rate or cost of the required bond will be determined by such broker, but in no case will the cost be more than that quoted by another broker for a comparable bond. If any bond provided by an Employer does not meet these requirements, the Union shall notify the Employer in writing of said matter and the Employer shall provide a bond that meets these requirements within thirty (30) days after it receives said written notification from the Union.

In lieu of such bond, the Employer may obtain a bank letter of credit to secure such obligations in such forms and on such terms as determined by the Union. This letter of credit shall be held in the Union's possession.

In the event of an Employer's failure to secure the required bond or Letter of Credit, an authorized 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. 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 obligation 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 laws of the state of Illinois or the United States.

ARTICLE V

ARBITRATION

SECTION 1. Any dispute, difference, disagreement, or controversy of any nature or character, between the Union and the Employer, which has not been satisfactorily adjusted within fifteen (15) working days after the initiation of conference between representatives of the Union and the Employer, shall be promptly referred by either party to a Board of Arbitration.

SECTION 2. The Board of Arbitration shall consist of three men; one selected by the Employer and one by the Union; and if the two selected shall be able to agree, they shall choose a third man, whose compensation shall be agreed upon in advance and shall be paid in equal amounts by the Employer and the Union. If the arbitrators selected by the Employer and the Union are unable to agree on the third member of the Board of Arbitration within fifteen (15) days, the selection of such third member shall be referred to the senior judge of the United States District Court for the Northern District of Illinois, Eastern Division, at Chicago, and his nominee shall be the third arbitrator. The decision of the majority of the Board of Arbitration shall be final and binding upon the Employer and the employees involved and upon the Employer and the Union.

SECTION 3. Upon conclusive proof to the Arbitration Board chosen, as is herein before provided, that the Employer in this trade is guilty of paying less than the wage stipulated, it shall be cause for the rescission of this Agreement as to such Employer and shall give the Union the right to strike against said individual Employer.

SECTION 4. The decision of the Arbitration Board shall be final and binding upon the Employer, the Union, and the employees, and may be enforced in any court of competent jurisdiction.

SECTION 5. A purpose of this Agreement and its working rules is to secure stable and equitable conditions in the construction industry of this area.

SECTION 6. There shall be no strikes, work stoppages, or lockouts during the term of this Agreement, except that the Union may withdraw employees represented by it from the employ of an Employer for non-payment of wages, deductions and contributions required by the terms of this Agreement.

ARTICLE VI

TRAINING PROGRAM

SECTION 1. The Union and the Employer agree to establish a Joint Committee for the purpose of formulating and establishing a Training Program for the work covered by this Agreement.

SECTION 2.

NON MEMBER – SUMMER ENGINEERING STUDENT HIRING PROCEDURE – WORK LIMITATION – WAGE RATE

The Employer when hiring any summer engineering student for his job must first make a written request to the Business Manager of Local Union 130, UA on his firm's letterhead.

When the written request is presented, in person, to the Business Manager of Local Union 130, will then issue temporary working credentials to the summer engineering student. These temporary working credentials will be good for working only between May 15th and through September 15th of the year issued.

The Employer also agrees that before any summer engineering student is employed by him, on any given job, that this job must have no less than two (2) Local Union Technical Engineers employed - one a layout technician or better and one instrument man or better. It is also agreed if the same job requires more than eight (8) Local Union 130 Technical Engineers to do this work, the ninth (9th) employee the Employer hires may again be a summer engineering student and so on for each sixth (6th) engineering employee required thereafter on the same job. When cutting back the number of engineers required, on the same job, the above hiring procedure shall be applied in reverse form.

The hourly wage rate for summer engineering students shall be minimum wage for State of Illinois, plus welfare and pension benefits.

SECTION 3: CONTINUING EDUCATION

Beginning June 1, 2021, for each year of this agreement, once per year, June 1 through May 31, Journeyman will be required to attend what is commonly known as a continuing education class provided and paid by the Technical Engineers' Education Fund. The continuing education class shall be scheduled by the Apprentice Coordinator but shall provide a minimum of four (4) hours of class time per day. The Employer will not be responsible for payments of the Journeyman's wage package for any hours spent for this class. The Technical Engineers' Education Fund may, to the extent possible, provide a stipend to the Journeyman who take such class in an amount to be determined by the Technical Engineers' Education Fund Trustees. It will be at the Employer's discretion to work the member pending completion of the yearly continuing education class.

ARTICLE VII

SECTION 1. Each Employer shall contribute four cents (\$0.04) for each hour worked for the Employer by those of his/her employees covered by this Agreement to the MARBA Industry Advancement Fund or such other fund as MARBA in its sole discretion may direct at any time during the term of this Agreement.

SECTION 2. The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the Industry Fund as well as any amendments thereto and agrees to be bound by all actions taken by the trustees of said Industry Fund pursuant to said Agreement and Declaration of Trust and amendments thereto.

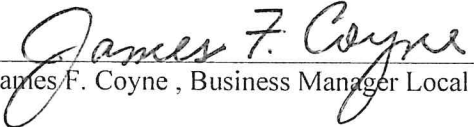
ARTICLE VIII

This Agreement is effective as of June 1, 2020 and shall remain in full force and effect until May 31, 2025 inclusive and thereafter for successive yearly periods, unless at least ninety (90) days prior to the expiration of the initial period or any yearly period thereafter, either party hereto shall give notice to the other of its intention to modify or terminate the Agreement.

BY: MID-AMERICA REGIONAL BARGAINING ASSOCIATION

Signature 
Seth Gudeman, MARBA Chairman

BY: TECHNICAL ENGINEERING DIVISION
LOCAL UNION 130, UA, AFL-CIO

Signature 
James F. Coyne, Business Manager Local 130 UA

ALCOHOL AND DRUG PROGRAM ADDENDUM

This ALCOHOL AND DRUG PROGRAM ADDENDUM is entered into effective June 1, 1992, by and between the Builders Association of Greater Chicago, Inc., for and on behalf of the Association (referred to herein as the "Association") and those members of the Association who have delegated to the Association the authority to negotiate an agreement on their behalf with the Union and such future members of the Association who delegate to the Association the authority to negotiate an agreement on their behalf with the Union by the Mid-America Regional Bargaining Association, their Collective Bargaining Representative, together with such other Employers who become signatory to this Agreement (referred to herein as "Employer" or "Employers") and the Technical Engineering Division Local Union 130, UA, AFL-CIO, under its jurisdiction in Cook, Lake and DuPage Counties, Illinois (referred to herein as the "Union") for the purpose of supplementing the parties current collective bargaining agreement having a term of June 1, 2020 through May 31, 2025 hereinafter referred to as the "Agreement").

WITNESSETH:

WHEREAS, the Employer and Union believe that alcohol and drug use by employees covered under the parties' Agreement endanger the safety and health of such employees, their co-workers, other trades people and the public generally; and

WHEREAS, the Employer and Union are committed to the principle of an alcohol and drug free work place and to the establishment of fair, appropriate, practical and effective rules and procedures for maintaining same; and

WHEREAS, after negotiation, the Employer and Union have reached agreement as to such rules and procedures;

NOW, THEREFORE, the Employer and the Union hereby agree as follows:

I. POLICY STATEMENT

The Employer recognizes the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Employer has a commitment to protect people and property, and to provide a safe working environment. The purpose of the following program is to

establish and maintain a drug free, alcohol free, safe, healthy work environment for all of its employees.

Therefore, all employees covered by this policy must abide by the provisions set forth in this policy as a condition of employment with the Employer. Any employee who has been convicted of any criminal drug offense which was committed on company premises must notify management within five (5) days of said convictions.

II. DEFINITIONS

- A. Company Premises - The term "Company Premises" as used in this policy includes all property, facilities, land, buildings, structures, equipment, automobiles, trucks and other vehicles owned, leased or used by the company. Construction job sites are included.
- B. Prohibited Items and Substances - Prohibited substances include illegal drugs including controlled substances, look alike drugs, and designer drugs, alcoholic beverages, and drug paraphernalia in the possession of or being used by an employee on company premises..
- C. Employee - Individuals who perform work for the Employer and are covered by this agreement.
- D. Accident - An event resulting in injury to any person or any property to which an employee contributed as a direct or indirect cause.
- E. Incident - an event which has all the attributes of an accident, except that no harm was caused to any person or any property.
- F. Reasonable Cause - Reasonable cause will be found where a change in the employee's behavior or job performance is observed. Such change may be characterized by the following indicators: excessive tardiness, excessive absenteeism, or erratic behavior including, but not limited to, noticeable imbalance, incoherence and disorientation.

III. CONFIDENTIALITY

- A. The Employer has only the interests of its employees in mind, therefore, encourages any employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with that problem. An employee assistance program will provide guidance and direction for him/her during the recovery period. If the employee volunteers for help, the company will make every reasonable effort to return him/her to work upon recovery. The company will also

take action to assure that a substance abuse problem is handled in a confidential manner. However, voluntary requests for assistance will not in any manner preclude the Employer from taking any disciplinary actions for the violation of this policy.

- B. All information obtained or collected from the use of this policy will be maintained in separate, confidential medical files.
- C. All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know."
- D. When a test is required, the specimen will be identified by a code number, not by name, to insure confidentiality of the donor. Each specimen container will be properly labeled and made tamper proof. The donor must witness this procedure.
- E. Unless as initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.
- F. The handling and transportation of each specimen will be properly documented through the strict chain of custody procedures.

IV. RULES AND DISCIPLINARY ACTION

1. Rules

All employees must report to work in a physical and/or mental condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not:

- a. Use, manufacture, possess, dispense or receive prohibited items and/or substances on or at the company premises; or
- b. Report to the company premises with any measurable amount of prohibited items and/or substances in their system.

2. Discipline

When the company had reasonable cause to believe an employee is under the influence of prohibited items and/or substances, the employee may be suspended until test results are available. If the test results prove negative, the employee shall be reinstated. In all other cases:

- a. Applicants testing positive for prohibited items or substances use will not be hired.
- b. Employees who have not voluntarily come forward, and who test positive for prohibited items or substances use, will be terminated.
- c. Employees who refuse to cooperate with testing procedures will be terminated.
- d. Employees found in possession of prohibited items or substances while on company premises will be terminated.

- e. Employees found using, selling, manufacturing, receiving, or distributing prohibited items or substances while on company premises will be terminated.
- f. Employees who test positive for prohibited items or substances while on company premises, or while operating any company vehicle, will be subject to termination.
- g. Employees who violate the Prescription Drugs section of this policy will face disciplinary action up to and including termination.

3. Prescription Drugs

Employees using any prescribed medication must immediately inform their supervisor of such prescription drug use. For the safety of all employees, the company will consult with them and their physician to determine if a reassignment of duties is necessary. The company will attempt to accommodate the employee's needs by making an appropriate re-assignment. However, if a re-assignment is not possible, the employee will be placed on temporary unpaid medical leave until released as fit for duty by the prescribing physician.

V. DRUG/ALCOHOL TESTING

The parties of this policy and program agree that under certain circumstances, the company will find it necessary to conduct drug and alcohol testing. While "random" testing is not necessary for the proper operation of this policy and program, it may be necessary to require testing under the following conditions:

- A. A pre-employment drug and alcohol test will be administered to all applicants who have been made a confidential offer of employment. The applicant must sign a consent form and submit to the drug and alcohol testing process set forth in this policy. Any refusal to do so shall be considered a voluntary withdrawal of the applicant's application for employment.
- B. A test will be administered in the event a supervisor has a reasonable cause to believe that the employee has reported to work under the influence, or is or has been under the influence while on company premises, of a prohibited item or substance or has violated his drug policy. During the process of establishing reasonable cause for testing, the employee will be provided with an opportunity to explain his/her conduct to the supervisor.
- C. Testing will be required if an employee is involved in a workplace accident or incident of if there is a workplace injury;
- D. Testing will be required as a part of a follow-up counseling or rehabilitation for substance abuse, for up to one (1) year period;

E. Employees will also be tested on a voluntary basis.

Each employee will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. If an employee refuses to sign a consent form authorizing the test, ongoing employment by the company will be terminated.

Drug and/or alcohol testing will be conducted by an independent laboratory accredited by the National Institute on Drug Abuse and/or College of American Pathology, and may consist of either blood or urine tests, or both, as required. Blood tests will be utilized for post-accident investigation only.

The company will bear the cost of all testing procedures.

VI. REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM

Employees are encouraged to seek help for a drug and/or alcohol problem before it deteriorates into a disciplinary matter. If an employee voluntarily notifies supervision that he or she may have a substance abuse problem, the company will assist in locating a suitable employee assistance program for treatment, and will counsel the employee regarding medical benefits available under the company or union health and welfare/insurance program.

If treatment necessitates time away from work, the company shall provide for the employee a one-time unpaid leave of absence for purposes of participating in an agreed upon treatment program. An employee who successfully completes a rehabilitation program shall be reinstated to his/her former employment status, if work for which he/she is qualified exists. For the purposes of this policy, the term former employment status will mean a position which is comparable to the employee's previous position before the unpaid leave of absence for participation in the treatment program.

Employees returning to work after successfully completing the rehabilitation program will be subject to drug and alcohol tests without reasonable cause for a period of one year. A positive test will then result in the termination of employment.

VII. CONTINUING APPLICABILITY OF AREA AGREEMENT

This Addendum is specifically incorporated in and made part of the Agreement as though set forth in full therein. Each and all of the provisions of the Agreement shall continue in full force and effect for the duration of said Agreement, except where specifically superseded by the express terms of this Addendum.

APPENDIX A
OCCUPATIONAL JURISDICTION AND
BRANCHES OF WORK CLASSIFICATIONS

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all members of this union performing all work operations representative for all members of this union performing all work operations and undertakings directly involved and incidental to the construction, reconstruction, repair, renovation, erection, modification of and additions to buildings and industrial projects, as well as the placing of common control lines and grades as required for the use by the multiple craft tradesman for the installation of public and private works. This includes but is not limited to preliminary, construction, and control surveys. Examples of this work include but are not limited to the following:

- A. drainage, sewerage and water treatment plants,
- B. pump stations,
- C. lift stations,
- D. gas transmission and service lines,
- E. subways and tunnels,
- F. underground storage tanks,
- G. machinery, process lines and equipment,
- H. utilities,
- I. structural elements (e.g. columns, caissons, foundation pilings, etc.),
- J. roads, streets, highways,
- K. curbs, sidewalks, gutters and parking areas,
- L. site preparation/grading.

Pre-construction surveying of existing conditions for design purposes for related work is not covered by this agreement.

It will not be considered a violation of this agreement for property lines, design surveys, and special surveys* to be performed under the supervision (as defined by the state) of a Licensed Professional. Pre-construction surveying of existing conditions solely for design purposes for related work is not covered by this agreement.

***Special surveys are defined as surveys to determine and certify perimeter foundation locations of the building for financial considerations, or surveys to resolve a dispute assessing financial liability. Perimeter locations of foundations are not to include columns, caissons, anchor bolts, pilings, etc.**

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all members of this Union performing jurisdictional work in the job classifications set for below. The Union recognizes each Association as the sole and exclusive bargaining representative for all of its members performing jurisdictional work in the job classifications set forth below.

The branches of work and classifications covered by this Agreement are:

1. Engineering and Layout Technician (General Foreman)

Shall supervise 14 or more employees on a project and be qualified to perform work of Apprentices, Rodman, Instrument Man and Layout Technician Journeyman, as outlined in number 3 of this section. The selection of the General Foreman will be at the sole discretion of the Employer, and the General Foreman shall be a working Foreman.

2. Engineering and Layout Technician (Journeyman)

Shall be a working Foreman qualified to perform the work of Rodmen, Instrument Men and Layout Technicians. The selection for the Foreman will be at the sole discretion of the Employer.

3. Engineering and Layout Technician (Journeyman)

Shall perform the tasks of establishing, measuring and setting control and/or baselines and subsequently utilizing the same to lay out property lines, building lines, utilities, columns, elevations, and all other integral parts of the project. He shall set up and operate transit, level and related instruments; functionally direct Apprentices, Rodmen and Instrument Men; establish Lines and Grades, handle related computation problems; and shall functionally direct all tasks related to line and grade work, in particular, closing of level circuits; and perform other related duties as assigned.

4. Instrument Man

Shall set up and operate all required equipment, functionally direct Rodmen; handle related computation problems; and shall functionally assist in all tasks related to line and grade work, closing of level circuits, and perform other related duties as assigned.

5. Rodman

Shall care for instruments and tools; man tape and level rod; drive stakes, index, file and maintain line and grade data; mark and flag grade stakes; prepare and maintain control points, monuments, stations, turning points and bench marks on construction site, make simple field sketches and perform other related duties as assigned.

6. Apprentices

Shall work under the direction of a Journeyman Technical Engineer with the intent to become acquainted, familiar and competent in all facets of the Industry as laid out in the "Standards of Apprenticeship" sponsored by the Trust Fund for Education, Technical Engineering Division, Local 130, UA, AFL-CIO.

7. **Technical Engineer Trainee - TT1, TT2.** Upon written approval of the Union Business Manager, the Employer may hire on a temporary trial basis a Technical Engineer Trainee for a maximum period of 1 year.

After the Trainee's first three (3) months of employment, the Trainee shall make application to the earliest available class to the Technical Engineer JATC to become a first-year apprentice. The Trainee may apply to an earlier Apprentice class at the Trainee's option. All Trainees shall be required to meet all standards of entrance into the Technical Engineers Local 130 Apprentice Program.

The number of Technical Engineer Trainees in the employ of a signatory employer will be permitted at a rate of one (1) Technical Engineer Trainee per one (1) Apprentice currently employed. At no time can an Apprentice be laid off by an Employer still employing a Technical Engineer Trainee. If an Apprentice is not available, an Employer may hire a Technical Engineer Trainee only if the Union deems that no other qualified members are available or suitable for the position being requested.

0-6 Months – TT1

The wages paid to the Technical Engineer Trainee class (TT1) will be twenty-six percent of the current Building Trades Journeymen Technical Engineers rate at time of hire during months 0-6 of employment. During this six month probationary period there will be no Health and Welfare or Retirement contributions made on behalf of a TT1.

7-12 Months – TT2

Upon completion of probationary TT1 period, Wages and Benefit contributions shall be paid in accordance with Appendix B.

APPENDIX B

WAGE RATES AND FRINGE BENEFITS -EFFECTIVE JUNE 1, 2020 ILLINOIS

| | WAGES | Welfare | Retiree Welfare | Pension | Education | Industry | Safety | Dues Check- off | Target Fund | Building I Fund |
|----------------------------|----------|----------|--------------------|----------|-----------|----------|---------|-----------------------|----------------|--------------------|
| Journeymen | \$ 49.10 | \$ 13.89 | \$ 2.25 | \$ 13.00 | \$ 1.37 | \$ 0.04 | \$ 0.01 | \$ 1.72 | \$ 0.55 | \$ 0.25 |
| Foremen | \$ 50.10 | \$ 13.89 | \$ 2.25 | \$ 13.00 | \$ 1.37 | \$ 0.04 | \$ 0.01 | \$ 1.72 | \$ 0.55 | \$ 0.25 |
| General Foremen | \$ 52.10 | \$ 13.89 | \$ 2.25 | \$ 13.00 | \$ 1.37 | \$ 0.04 | \$ 0.01 | \$ 1.72 | \$ 0.55 | \$ 0.25 |
| Instrument Man | \$ 41.20 | \$ 13.89 | \$ 2.25 | \$ 13.00 | \$ 1.37 | \$ 0.04 | \$ 0.01 | \$ 1.44 | \$ 0.55 | \$ 0.25 |
| Rodman | \$ 31.25 | \$ 13.89 | \$ 2.25 | \$ 13.00 | \$ 1.37 | \$ 0.04 | \$ 0.01 | \$ 1.09 | \$ 0.55 | \$ 0.25 |
| Apprentices | | | | | | | | | | |
| 1st Six Months | \$ 18.65 | \$ 8.89 | \$ 2.25 | \$ 13.00 | \$ 1.37 | n/a | \$ 0.01 | \$ 0.65 | \$ 0.55 | \$ 0.25 |
| 2nd Six Months | \$ 18.65 | \$ 8.89 | \$ 2.25 | \$ 13.00 | \$ 1.37 | n/a | \$ 0.01 | \$ 0.65 | \$ 0.55 | \$ 0.25 |
| 2nd Year | \$ 24.05 | \$ 8.89 | \$ 2.25 | \$ 13.00 | \$ 1.37 | n/a | \$ 0.01 | \$ 0.84 | \$ 0.55 | \$ 0.25 |
| 3rd Year | \$ 29.95 | \$ 8.89 | \$ 2.25 | \$ 13.00 | \$ 1.37 | n/a | \$ 0.01 | \$ 1.05 | \$ 0.55 | \$ 0.25 |
| 4th Year | \$ 36.35 | \$ 13.89 | \$ 2.25 | \$ 13.00 | \$ 1.37 | \$ 0.04 | \$ 0.01 | \$ 1.27 | \$ 0.55 | \$ 0.25 |
| 5th Year | \$ 43.70 | \$ 13.89 | \$ 2.25 | \$ 13.00 | \$ 1.37 | \$ 0.04 | \$ 0.01 | \$ 1.53 | \$ 0.55 | \$ 0.25 |
| Trainee | | | | | | | | | | |
| TT1 Trainee (0 - 6 months) | \$ 12.75 | n/a | n/a | n/a | n/a | n/a | \$ 0.01 | n/a | n/a | n/a |
| TT2 Trainee (7-12 months) | \$ 12.75 | \$ 8.89 | \$ 2.25 | \$ 13.00 | \$ 1.37 | n/a | \$ 0.01 | n/a | \$ 0.55 | \$ 0.25 |
| 2020-2025 Economic Package | | | | | | | | | | |
| 6/1/2020-5/31/2021 | | \$1.94 | | | | | | | | |
| 6/1/2021-5/31/2022 | | \$2.19 | | | | | | | | |
| 6/1/2022-5/31/2023 | | \$2.66 | | | | | | | | |
| 6/1/2023-5/31/2024 | | \$2.74 | | | | | | | | |
| 6/1/2024-5/31/2025 | | \$3.05 | | | | | | | | |
| Total 5 Year Package | | \$12.58 | | | | | | | | |

These increases are to be allocated in a manner to be determined by the Chicago Journeymen 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.

Please Note:

- Effective June 1, 2017, new Target Fund Deduction of twenty five cents (0.25) per hour.

TECHNICAL ENGINEERING DIVISION, LOCAL UNION 130, AFL-CIO
1340 W. Washington Blvd, Chicago, Illinois 60607 312-421-1010

**TECHNICAL ENGINEERING DIVISION
LOCAL UNION 130, UA**

APPENDIX B

WAGE RATES AND FRINGE BENEFITS -EFFECTIVE JUNE 1, 2020 ILLINOIS

| | | | Retiree | | | | | Dues | | Building |
|-------|------|------|---------|---------|---------|---------|---------|--------|--------|----------|
| WAGES | WAGE | WAGE | WAGE | Retiree | Retiree | Retiree | Retiree | Check- | Target | Building |
| | | | | | | | | off | Rate | Rate |